

**Meeting Date:** 8/4/2016

**Report Type:** Consent

**Report ID:** 2016-00785

**Title:** Approval of Funding Agreements with Sacramento Steps Forward

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager, or the City Manager's designee, to 1) execute an agreement with Sacramento Steps Forward for an amount of up to \$500,000, to implement the Coordinated Exit Rapid Re-Housing and Employment Program for homeless individuals and families; and 2) execute an agreement with Sacramento Steps Forward for an amount of up to \$700,000, to implement the Common Cents Program for coordinated entry and assessment for homeless individuals and families.

**Contact:** Emily Halcon, Homeless Services Coordinator, (916) 808-7896, Office of the City Manager

**Presenter:** None

**Department:** City Manager

**Division:** Executive Office

**Dept ID:** 02001011

**Attachments:**

1-Description/Analysis

2-Contract (Common Cents)

3-Contract (RRH)

---

### **City Attorney Review**

Approved as to Form

Michael Benner

7/22/2016 2:57:16 PM

### **Approvals/Acknowledgements**

Department Director or Designee: Howard Chan - 7/18/2016 12:08:03 PM

## Description/Analysis

**Issue Detail:** Homelessness is an issue that impacts communities without regard to geographic or political boundaries and for which there is no single answer or approach. The City of Sacramento has committed significant resources in a variety of investments coordinated through Sacramento Steps Forward (SSF), the non-profit responsible for leading the efforts to prevent and end homelessness in the Sacramento region. Specifically, in the FY2016/17 budget, the City has allocated \$2,266,351 in General Funds for homeless programs:

- \$708,351 for the Comprehensive Alcohol Treatment Center (CATC), providing detox, shelter and housing support for up to 80 persons struggling with homelessness and alcohol dependency.
- \$500,000 to continue operations of the Common Cents coordinated entry and assessment program.
- \$500,000 to partner with Sacramento County to offer a local rapid re-housing and employment program.
- \$433,000 to expand hours and keep all beds available year-round at the VOA A Street Men's Shelter and the Salvation Army Lodge shelter.
- \$100,000 support the Winter Sanctuary shelter program.
- \$25,000 to contract for the completion of a feasibility study of a "Pay for Success" financing model to increase funding for shelter and housing for homeless populations.

In addition to these commitments from FY2016/17, the City also has the following commitments, with funding from the FY2015/16 budget:

- \$600,000 for the Saint John's Program for Real Change, to add capacity for an additional 30 homeless women and children at their transitional program.
- \$100,000 for the six month "Pit Stop" pilot program, providing monitored restrooms in the River District.

In FY2015/16, the City first committed the \$500,000 noted above for rapid re-housing to contract with SSF on a collaborative program using funding from the City, Sacramento County, and Sutter Health to provide rapid re-housing rental assistance, case management and employment services for homeless adult households. This rapid re-housing program, called "Coordinated Exit" was launched in January 2016 by Volunteers of America, who provides rental assistance, case management and employment services based on each households' individual level of need, capacity to obtain and retain employment and abilities to address other barriers to self-sufficiency. In FY2015/16, SSF drew funding almost exclusively from the County for the program because the program was launched six months into the fiscal year and the County funds supporting the program would be lost if not spent by June 30, 2016. This left approximately \$450,000 of the \$500,000 committed by the City in FY2015/16 unspent. SSF has asked that \$200,000 of this unspent funding be transferred to the Common Cents program, to allow for additional program oversight and data analysis needed now that the program has grown from the original pilot program of three navigators in specific City locations to 17 navigators throughout the City and County. The City has agreed to this request as a one-time addition, and the contracts attached reflect this addition.

**Policy Considerations:** All activities overseen by SSF align with the federal directive that funding for addressing homelessness follow a “housing first” approach, which offers permanent housing as quickly as possible for individuals and families experiencing homelessness. In housing first programs, supportive services are offered (but not required as a condition of tenancy) to help people keep their housing and avoid returning to homelessness. This evidence-based approach is consistent with the strategies and funding priorities of the other public agencies working to end homelessness in Sacramento. Partnering with other agencies to leverage resources and improve livability is consistent with the City Council’s past actions and current direction.

**Economic Impacts:** None.

**Environmental Considerations:** None.

**Sustainability:** None.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** In the FY2016/17 budget, the City Council approved an allocation of \$500,000 from the General Fund for the Coordinated Exit Program (named the “Housing Solutions Program” in the budget) and an additional \$500,000 from the General Fund for the Common Cents Program. Both programs are fully operational and demand for the services far outweighs capacity. The County and Sutter continue to collaboratively partner in the Coordinated Exit Program, and as such, SSF has asked that \$200,000 of unspent funds from the FY2015/16 Coordinated Exit Program be transferred and used as a one-time augmentation to Common Cents. The Common Cents program is the community’s “backbone” system for homeless programs, and requires additional support to complete some system components, including:

- Temporary staffing at SSF to fully coordinate access to all homeless housing programs, including those funded by the Sacramento Housing and Redevelopment Agency (SHRA) and Sacramento County Division of Behavioral Health
- Temporary staffing at SSF to complete on-going data analysis and reporting on the overall system, including clients assessed, services provided and housing outcomes.
- Consulting services to support the SSF data team, helping to develop and implement data management and reporting software that allows SSF to be responsive to the unique local needs of funders, programs and the community.

It is the expectation that with increased support from the City, these components will be completed, thus improving efficiency, access to services and ultimately reducing homelessness throughout the City and County.

**Financial Considerations:** The City previously allocated \$500,000 in General Funds for the Coordinated Exit Program (formerly called “Housing Solutions Program”) in the FY2015/16 Budget and \$500,000 in General Funds for the Common Cents Program in the FY2016/17 Budget. Sacramento County has also committed \$835,000 million of General Funds for the

Coordinated Exit Program and Sutter Health has committed \$500,000, which will be contracted directly with SSF.

**Local Business Enterprise (LBE):** Not applicable.

PROJECT #:  
PROJECT NAME: Common Cents  
DEPARTMENT: Office of the City Manager  
DIVISION: Homeless Services Coordination

CITY OF SACRAMENTO

**NONPROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Sacramento, California, as of July 1, 2016, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Sacramento Steps Forward*  
1331 Garden Highway  
Suite 100  
Sacramento, CA 95833  
(916) 577-9785

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

Invitation to Bid	Contractor's Bid Proposal Form
Instructions to Bidders	Workers' Compensation Certificate
Local Business Enterprise (LBE) Requirements	✓ Certificate(s) of Insurance
Drug-Free Workplace Policy and Affidavit	Technical Specifications
Declaration of Compliance (Equal Benefits Ordinance)	
Declaration of Compliance (Living Wage Ordinance)	

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the

manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
6. **Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.
7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_

Print name: Howard Chan

Title: Assistant City Manager

For: John F. Shirey, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Attachments**

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

**CONTRACTOR:**

Sacramento Steps Forward  
NAME OF FIRM

27-4907397  
Federal I.D. No.

C3356574  
State I.D. No.

exempt  
City of Sacramento Business Op. Tax Cert. No.

**TYPE OF BUSINESS ENTITY (check one):**

- Individual/Sole Proprietor
- Partnership
- Corporation (may require 2 signatures)
- Limited Liability Company
- Other (please specify: 501(c)(3))

  
Signature of Authorized Person

Ryan Loofbourrow, CEO  
Print Name and Title

\_\_\_\_\_  
Additional Signature (if required)

\_\_\_\_\_  
Print Name and Title

**DECLARATION OF COMPLIANCE**  
**Living Wage Ordinance**

Name of Contractor:

Sacramento Steps Forward

---

Address:

1331 Garden Highway, Suite 100, Sacramento, CA 95833

---

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

  
Signature of Authorized Representative

Date: July 18, 2014

Print name: Ryan Loofbourrow

Title: Chief Executive Officer

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

Name of Contractor:

---

Sacramento Steps Forward

---

Address:

---

1331 Garden Highway, Suite 100, Sacramento, CA 95833

---

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed

discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
  - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
  - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each

employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

  
\_\_\_\_\_  
Signature of Authorized Representative

Date: July 18, 2016

Print name: Ryan Loofbourrow

Title: Chief Executive Officer

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

*Emily Halcon, Homeless Services Coordinator, Office of the City Manager  
915 I Street, Sacramento, CA 95814  
(916) 808-7896  
ehalcon@cityofsacramento.org*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Ryan Loofbourrow, CEO, Sacramento Steps Forward  
1331 Garden Highway, Suite 100  
Sacramento, CA 95833  
(916) 577-9785, rloof@sacstepsforward.org*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Scope of Services.**

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. **Time of Performance**

The services described herein shall be provided during the period set forth in the scope of services.

4. **Prevailing Wage Requirement.** *[To be completed by the City Representative:]*

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either ***[check one if applicable]:***

\_\_\_\_\_ Construction work in an amount exceeding \$25,000; or

\_\_\_\_\_ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages if required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

## **Attachment 1 to Exhibit A**

### **SCOPE OF SERVICES**

#### **FY2016/17 COMMON CENTS:**

#### **COORDINATED ENTRY AND ASSESSMENT PROGRAM**

Sacramento Steps Forward (SSF) has begun the process of right-sizing our community's homeless services Continuum of Care (CoC). The Common Cents program, launched in January 2015, piloted Sacramento's Coordinated Entry and Assessment system, a national best practice for streamlining system entry and identifying reliable permanent housing matches for participants. A strong Coordinated Entry and Assessment System is the "front door" to the CoC.

Common Cents includes:

- outreach and assessment of both sheltered and unsheltered people; and
- prioritization for Continuum of Care funded permanent housing based on vulnerability as measured by the Vulnerability Index Service Prioritization and Decision Assistance Tool (VI-SPDAT); and
- connections to services and supports (including transportation) necessary to help people obtain and sustain housing; and
- 10 interim housing beds for unsheltered persons who cannot access emergency shelter and who are waiting for permanent housing placement; and
- Permanent Housing Specialists working with sheltered and unsheltered persons on documents and steps needed to secure permanent housing; and
- Program management and data analysis support.

SSF is working with providers throughout the CoC to expand placements through Common Cents to all rapid re-housing and permanent supportive housing projects, as well as transitional housing and emergency shelters. Having all shelter and housing programs accessed through Common Cents will streamline the overall system and ensure that resources are being used strategically.

#### **Goals**

The goals of the Common Cents Coordinated Entry Program are:

- 1) To increase access to homeless services, shelter and housing for people experiencing homelessness; and
- 2) To respond to the community wide impacts of unsheltered homelessness through collaborative, integrated partnerships focused on permanent housing; and
- 3) To reduce homelessness through evidence based approaches that align resources to the needs of the individual.

### **Funding**

Common Cents is a community-wide effort to reduce and end homelessness throughout Sacramento County. The City of Sacramento was the original funder of the program which now has expanded to include funding and services throughout the County. The City's funding, detailed in Attachment 1 to Exhibit B is \$700,000, and supports many components of the program.

### **County-wide Coordination**

SSF shall ensure that the services and supports funded by the City of Sacramento are coordinated with other funders of Common Cents throughout the County. Outreach navigators shall work with each other, City and County law enforcement, service providers and others to ensure that services provided to people experiencing homelessness is equivalent no matter where the client is encountered. SSF shall coordinate with other service providers who are providing supportive services and/or emergency shelter, interim and permanent housing for the homeless population and with agencies necessary to carry out its services in the most efficient manner possible and to enable referrals to appropriate agencies/programs.

### **Selection of Subcontractor(s)**

SSF has selected Sacramento Self Help Housing as the subcontractor for the interim housing and permanent housing specialist components of Common Cents through a competitive bid process. SSF will ensure that all the subcontractor(s) selected to provide services under Common Cents will work collaboratively with each other, with the City and County, and with the other providers in the CoC.

### **Target Populations**

Common Cents will target all unsheltered households, including those living in vehicles, tent encampments, in parks, along riverbanks, etc. The interim housing component will be reserved for those most vulnerable populations (as indicated by the VI-SPDAT) who cannot be accommodated in an emergency shelter. Such priority populations include:

- Couples
- People with pets
- Transgendered people
- People with physical disabilities
- Single women

### **Capacity**

The interim housing beds can accommodate up to 10 people at any time. There is no stated capacity for outreach and assessment or permanent housing specialists. However, SSF will monitor case load of navigators and permanent housing specialists throughout the system and

include that information in regular reports to the CoC in an effort to ensure appropriate outreach and service coverage throughout the County.

### **Program Components**

#### ***Outreach and Assessment***

SSF will provide three outreach workers working throughout the City and the City will partially fund (in partnership with Sacramento County and the River District) an additional outreach worker dedicated to the River District Property based Business Improvement District (PBID). These outreach workers, known as Navigators, will provide outreach services to individuals living in a state of homelessness in environments not meant for human habitation. Specifically, navigators will:

- (a) Proactively seek out and engage homeless individuals in environments not meant for human habitation throughout the City.
- (b) Build positive relationships with the homeless persons they encounter in an effort to connect them with supportive services, including but not limited to emergency shelter, interim and permanent housing.
- (c) Within two business days of receipt of referral, respond to calls for assistance for homeless individuals from the Sacramento Police Department, Sacramento Fire Department, the City's Homeless Services Coordinator, staff from City Council offices, homeless individuals themselves and other community partners.
- (d) Maintain detailed case log of response to City-initiated referrals, including date/time of contact, service(s) offered and any follow up provided or needed.
- (e) Ensure each homeless person they encounter that consents to participation is entered into the Homeless Management Information System (HMIS) and conduct Coordinated Entry Assessment (CEA) surveys using the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT).
- (f) Maintain open communication and, when appropriate, coordinate services with other homeless service providers.
- (g) Observe and report problems or criminal activity to a supervisor, who shall determine the need to further report to police, fire and/or other emergency personnel.

The following details how the four navigators will be focused (population and geography) and dispatched for service:

<b>FTE</b>	<b>Population Focus</b>	<b>Dispatch</b>
<b>1</b>	Unsheltered Youth (generally 25 & under) Citywide	Via the Impact Team, calls from the City (311, SPD or other) and through SSF
<b>2</b>	All unsheltered persons Citywide	Via the Impact Team, calls from the City (311, SPD or other) and through SSF
<b>1</b> <i>(.33 paid by City)</i>	Unsheltered persons in the River District PBID boundaries	Via the River District PBID and/or calls from City (311, SPD or other) or SSF for persons in the River District PBID

The City Police Impact Team is the lead department for referrals from the City and will work collaboratively with SSF staff to determine appropriate caseloads, communication protocols and other logistical issues related to the navigation services. The details of this responsibilities of the navigators in terms of response time, communication and data collection is detailed in a draft Standard Operating Procedures (SOP), included as Exhibit 1 to this Attachment. This SOP will be finalized by September 1, 2016, and, thereafter, that final document will be followed by City navigators.

All three Citywide navigators, navigator Team Leads and SSF Navigator Field Supervisor will attend a weekly meeting with the City Police Impact Team and other partners to case conference and prioritize work for the week. The River District navigator and any other navigator working in the City is also encouraged to attend, as time and caseload permits.

At the start of the contract, SSF will provide the City the names of the staff assigned to each of these positions and will notify the City of any staffing changes during the course of the contract.

***Interim Housing***

The Common Cents Interim Housing Program is an integrated community based approach targeting highly vulnerable persons experiencing homelessness who cannot access traditional emergency shelters. Placement in interim homes is to be prioritized for those most vulnerable populations who cannot access emergency shelter, as detailed in the “Target Population” section above.

Common Cents Interim Housing is a low barrier, 24-hour program for individuals experiencing literal homelessness. This interim emergency housing program is a comprehensive program providing a minimum of 30-60 days of emergency housing, individual case management and assistance in securing permanent housing. Case Management services are provided to assist participants in addressing their unique barriers to accessing housing, scheduling outside appointments, and coordinating transportation. The intention of these beds is to ensure that people have a safe place to be while they secure all documentation and skills necessary for housing.

The Interim Housing component supports the "Housing First" model by providing immediate placement into interim housing, using the Shared Housing Model, with intensive case management to help address individual housing barriers. Case Management services will also be provided to address resident relations and conflict resolution to maximize retention of housing placement within the program. Emphasis will be on placing participants into appropriate permanent housing as a means of preventing a return to homelessness.

Interim Housing for Common Cents shall include the following components:

- Leasing of two single family homes to accommodate at least 10 people from July 1, 2016 to July 30, 2016.
- Leasing of two single family homes to accommodate at least 10 people from July 1, 2016 to June 30, 2017.
- Staffing to provide case management, property management and operational support to the interim houses as follows:
  - 1.0 FTE case manager
  - 0.25 FTE program manager
  - 0.10 FTE supervisor
  - 0.15 FTE house leaders

### ***Permanent Housing Specialists***

Permanent Housing Specialists will focus on moving clients from homelessness to permanent housing as quickly as possible. Housing solutions include programs (Permanent Supportive Housing (PSH), Transitional Housing (TH) and Rapid Re-Housing(RRH)) and non-programs (market rental housing such as rented apartments, shared apartments or homes, and rented rooms), with VI-SPDAT assessment, client choice, client resources and Permanent Housing Specialist expertise informing the type of housing. Permanent Housing Specialists will also participate in case conferencing for RRH and for PSH when implemented. Permanent Housing Specialists will work with unsheltered clients and clients in emergency shelter, including Volunteers of America and Salvation Army, and an effort will be made to engage with other emergency shelters and other logical places to connect with clients. The intent of this service is that permanent housing placement assistance follows the client, wherever s/he happens to be during her/his housing crisis. The target timeline from Permanent Housing Specialist engagement to permanently housed is 60 days.

Specific tasks that the Permanent Housing Specialist will work on include (but are not limited to):

- Ensuring clients are on all lists for affordable housing
- Searching for available housing

- Facilitating the client's participation in the Ready to Rent program
- Collecting documentation necessary for housing
- Completing rental applications
- Negotiating roommate agreements (if applicable)
- Transportation to view available housing
- Paying deposits, signing lease and moving

The Permanent Housing Specialist is a critical component of the Common Cents program, helping to shorten the time that a person remains homeless by supporting them in the efforts needed to find and secure permanent housing. The Permanent Housing Specialist will provide assistance to people who are being housed through programs of the CoC as well as those who are seeking housing on their own. The Permanent Housing Specialist will work collaboratively with navigators, staff in all emergency shelters, law enforcement and others to help transition people from homelessness to housed.

The Common Cents program shall include 3 FTE Permanent Housing Specialist and .25 FTE of a supervisor. SSF will subcontract with Sacramento Self Help Housing for this service, and ensure that the subcontract includes a schedule to allow for broad access to this service to all emergency shelters, whether they receive CoC funding or not.

***Client Supplies and Move-In Kits***

Often, homeless clients that are connected with program or non-program permanent housing come with little more than the clothes on their backs. This allowance of approximately \$100 per household would fund things like new sheets and towels, basic kitchen items, etc. Providing clients with simple move-in supplies such as these can make a significant impact on their success in permanent housing. The determination of supplies provided will come through the Permanent Housing Specialist and paid for as part of the subcontract with Sacramento Self Help Housing.

***Coordinated Entry Staffing and Support***

Development of a complete and integrated coordinated entry system requires a significant amount of oversight and administrative support. To that end, the City has agreed to provide one year of funding to support two staff positions at SSF and consultation services to support SSF staff and operations.

***Coordinated Entry Program Manager***

The Coordinated Entry Program Manager oversees the Common Cents coordinated entry program, including supervising data entry and analysis from the VI-SPDAT, training and providing technical assistance to staff at various points of entry, and managing placement into housing

from the community queue. Over the course of the FY2016/17 contract, a key responsibility of the Coordinated Entry Program Manager is fully implementing coordinated entry throughout the Sacramento Continuum of Care, including:

- Inventorying access and program rules in all CoC housing programs in current system;
- Creating a current and ideal “system map” of client flow and system access;
- Leading policy discussions on integrating the homeless CoC coordinated entry system with other coordinated entry systems (SHRA, Mental Health, VA);
- Drafting policy and program guides for full implementation of Coordinated Entry;
- Messaging to all CoC providers, elected officials and the community at large the plan for launching full Coordinated Entry;
- Supporting the development of data tools to support the Coordinated Entry system.

The Coordinated Entry Program Manager will create a workplan to ensure that the system is fully functional by June 2017 and will provide monthly status reports on system implementation to the City, including any need for additional resources or modification to existing resources.

#### Data Quality Coordinator

The Data Quality Coordinator provides support to the Coordinated Entry Program manager and linkages between the program development and the SSF data team. The Data Quality Coordinator will be responsible to ensure data quality and completeness across the HMIS, with a focus on ensuring that data needed to create, maintain and operate coordinated entry are in place. The Data Quality Coordinator will provide data support to the Coordinated Entry Program Manager in implementing full coordinated entry as described above. Some of the specific tasks of the Data Quality Coordinator include:

- Maintaining and "cleaning up" the Community Queues;
- Working with all VISPDAT assessors to ensure the quality of the data they enter;
- Working with the HMIS vendor to implement Coordinated Entry that aligns with community priorities.

#### Data-Related Consultation

To fulfill the expectations of this contract and larger community expectations, SSF needs to invest some resources in data consultation services, to ensure the Coordinated Entry System meets community needs. Likely uses of consultation services include the development of community reports and reports to help SSF monitor the performance of the system and an assessment of how far the HMIS can go to meet local reporting needs, with the possibility that SSF will need an adjunct or supplemental reporting system or processes. SSF will work with the funder’s

collaborative (City, County and SHRA) to determine the scope of services for data consultation and will involve the funder's collaborative in review of products delivered under the contract(s).

### **Data Collection**

SSF shall ensure each homeless person encountered by an outreach navigator that consents to participation is entered into the Sacramento Homeless Management Information System (HMIS), including those with no client history in the system. For homeless individuals that do not consent, a client profile without any Personally Identifying Information (PII) will be created.

All navigators will conduct Coordinated Entry Assessment (CEA) surveys using the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) to ensure all homeless persons they encounter are entered into the Community Queue. Homeless individuals that are unwilling to participate in the VI-SPDAT will be included on the Community Queue without an assessment score. The navigators will use the determination from the VI-SPDAT to connect homeless persons to supportive services and housing.

SSF will require that all subcontractor(s) providing interim housing and permanent housing specialist services through the Common Cents Program input all required client level data into the Sacramento Homeless Management Information System (HMIS). If there are additional data points needed (including financial management data) to complete the on-going evaluation, SSF will work with the subcontractor(s) to create a system to collect and transmit this data to SSF for completion of the monthly report/evaluation.

In addition to inputting data into HMIS, SSF shall develop and implement a system for tracking the work of the Permanent Housing Specialists (in HMIS or otherwise) to measure the efficacy of this program component. This data will be available for program evaluation and to compare to other interventions.

### **Outcomes**

SSF will provide a monthly report to the City on the outcomes of the homeless system of care as a whole and the impact of Common Cents. Within the two months of this contract, if the data report is not complete, SSF shall provide the City with a detailed workplan with steps, timeline and resources needed to complete this report.

This report should be oriented to be accessible/understandable to the general public and show progress over time of the following, at a minimum:

- Number of households (by type) contacted and assessed by location (street, shelter, etc)
- Range of vulnerabilities by location/status on queue

- Services provided
- Number of households housed by housing type

In addition to this monthly outcomes report, SSF shall also produce a monthly by-name list of all people assessed by navigators for the Sacramento Police Impact Team. This report should include level of services provided (e.g. ID card obtained, vet services, etc.), last date on contact and status on the community queue.

SSF shall work with the City and other funders to develop these reports, and shall deliver them concurrent with monthly invoices.

### **Monitoring and Evaluation**

SSF will create a complete monitoring plan that will include not only compliance with targeting and eligibility requirements, but also with the community-designed coordinated entry goals. In addition to monitoring, SSF will prepare (or work with the subcontractor(s) to prepare) a monthly report/evaluation of progress made under the program. The City may at any time, evaluate this Program. Adequate notice shall be given to SSF of such action, and SSF shall be given opportunities to participate and respond in the evaluation process.

### **Exhibits**

Exhibit 1 – July 16, 2016 Memo from SSF for “Proposal for Improved Accountability & Communications for City Requests for Navigator Services”, including Draft Navigator Standard Operating Procedures

**Exhibit 1 to Attachment 1 to Exhibit A:**

July 16, 2016 Memo from SSF for "Proposal for Improved Accountability & Communications for City Requests for Navigator Services", including Draft Navigator Standard Operating Procedures



## SACRAMENTO STEPS FORWARD

Ending Homelessness. Starting Fresh.

TO: Emily Halcon, City of Sacramento Homeless Services Coordinator

FROM: Michele Watts, SSF COO

CC: Ryan Loofbourrow, SSF CEO  
Peter Muse, SSF Homeless Outreach Director

DATE: July 16, 2016

SUBJECT: Proposal for Improved Accountability & Communications for City Requests for Navigator Services

ATTACHED: Draft Navigator Standard Operating Procedures

---

SSF submits the following proposal in response to the City's stated need for increased accountability and communications with the City IMPACT Team and other City requests for Navigator services.

### Background

SSF's current operating procedures for receiving and responding to requests for navigator services is attached (please note the document is in "draft" form because we have not previously created a single document that includes all avenues for dispatching navigators). We have built this system and added elements to it over a period of 18 months, from the launch of Common Cents with one contract for three navigators in January 2015 to nearly a dozen contracts and 17 navigators as of today. As the team itself, as well as the demand for its services, has grown, SSF has added a Field Supervisor, designated four Team Leads, and hired a Receptionist charged with communicating requests for service to the team. While these additions have improved SSF's ability to respond to requests for service, we have grown so quickly that we have not attended equally to the need to report back to our partners on the outcomes of the navigator response to those service needs.

### Proposal

While it would be impossible for SSF to report back to the concerned party on the outcome of every call or email for navigator services that we receive, we are willing and able to establish protocols for providing this level of follow up on the work of the navigators funded by our contract with the City of Sacramento. We propose that this level of accountability can be accomplished through four avenues: (1) increased engagement with IMPACT Team weekly case conferencing meetings; (2) weekly meetings between City and SSF leadership to discuss current needs and available resources; (3) additional monthly reporting; and (4) improvements to existing response practices, as detailed below.

SSF proposes the following mechanisms for increased accountability on City requests for service:

- Increased, consistent engagement with the weekly City IMPACT Team case conferencing meeting (Tuesday mornings). The SSF Field Supervisor, City Navigators, and Team Leads will begin attending this meeting regularly. All team members will come prepared to report on all IMPACT Team priority persons known to them and to identify strategies for engagement of new consumers.

- Additional communication between SSF Navigator Team leaders (Homeless Outreach Director and Field Supervisor), City IMPACT Team, City Homeless Services Coordinator and anyone else the City chooses to involve about current needs and available resources, in the form of a weekly meeting to be held immediately following the Tuesday IMPACT Team case conferencing.
- Monthly reporting at a By Name level on clients engaged by City contract-funded navigators that includes services provided and permanent housing placements made.
- Review and improvement to existing procedures for responding to City IMPACT Team and other City requests for service. SSF, the IMPACT Team and the City Homeless Services Coordinator will develop improvements to the process together, as outlined in the workplan below.

Workplan for Increased Accountability to the City

The purpose of this workplan is to establish mutually agreeable monthly report content and Standard Operating Procedures (SOPs) for reporting back to all City partners on the connections City contract-funded Navigators make as a result of calls of service. The new SOPs will address the following: (1) response time to consumers; (2) mechanism for formal acknowledgement of City's request for services; (3) initial follow up time to City's request; (4) additional follow up protocols; and (5) other elements desired by the City or SSF.

Action Step	Timeline/Due Date	Outcome
<i>By Name Monthly Reporting</i>		
All-partners meeting to identify exactly what the City wants SSF to report	By 8/15	A monthly report that includes all fields the City wants to be included.
Delivery of the first monthly report	By 9/15 (for August Data)	
<i>SOPs</i>		
Initial meeting among all partners (we can combine with reporting meeting)	By 8/15	New Standard Operating Procedures for responding to and follow up on requests for service that fully meet the City's needs.
All-partners review of SOPs and discussion of improvement options	By 8/22	
Revision of SOPs based on all-partners review	By 8/29	
Implement new SOPs	By 9/1	



**Sacramento Steps Forward Navigation Team  
Referral & Dispatch and Case Management Protocols**  
7/16/16

**Referral & Dispatch**

The SSF Navigation Team receives requests for services from throughout the City and County through a variety of mechanisms. The table below outlines the types of requests that we receive and how we respond. Lead contacts can be summarized as follows:

- The SSF Receptionist is the lead contact for "cold calls" and emails from consumers, community members, and organizations not currently engaged with the CoC.
- The SSF Field Supervisor is the lead contact for established partners including the hospitals and agency partners.
- For funders, including the City IMPACT Team, Navigators themselves are usually the lead contact, as in nearly all cases, the appropriate Navigator is known to the funder.

Request	Avenue	Contact	Response	Follow Up with Request
<i>Consumers</i> Consumer calls to SSF Main Line	Phone	SSF Receptionist	<ul style="list-style-type: none"> <li>- Receptionist sends Field Supervisor summary report of calls</li> <li>- Field Supervisor dispatches the appropriate Navigators</li> <li>- Navigator follows up within 3-5 days</li> </ul>	N/A
Consumer visits to SSF	In person	Any SSF Team Member	<ul style="list-style-type: none"> <li>- Consumers are referred back to the SSF Main phone number, as Navigators are not in the office, SSF Office Team Members are not trained to provide Navigation services, and the office itself is not set up</li> </ul>	N/A

Consumer calls and emails to SSF Team Members	Phone Email	Any SSF Team Member	to accommodate meetings with clients. - SSF Team Member forwards message to SSF Receptionist for (a) follow up to obtain additional information including assessment of literal homeless status and (b) inclusion in the report to the Field Supervisor as appropriate. - SSF Receptionist contacts each consumer to advise them that a Navigator will respond in 3-5 days or, in cases of non-literal homelessness, to offer other resources.	N/A
New Consumer calls to Navigators	Phone	Navigators	- Consumers are referred back to SSF phone number - Distribution of Navigator phone numbers directly to consumers is discouraged and will result in referral back to SSF phone number.	N/A
<i>Contract Partners</i>				
City IMPACT Team	Phone Email Text In person	Navigators	- Navigator makes contact with the consumer as soon as possible, either meeting or setting an appointment to meet. - Updates provided on consumers engaged with or known to Navigators - IMPACT Team re-contacts and reconnects non-engaged consumers with Navigators following the process under "IMPACT Team" above.	- To be developed and implemented by September (per memo and workplan)  - Next Case Conferencing Meeting
City IMPACT Team Case Conferencing	In person	Weekly Meeting (moving forward): - IMPACT Team - SSF Field Supervisor - City Contract Navigators - All Navigator Team Leads		

Hospitals	Email and follow-up phone call	SSF Field Supervisor	- Hospital emails or faxes ROI to SSF. - SSF Field Supervisor dispatches the designated Navigator. - Navigator makes contact with the consumer the same day.	- Ongoing
PBIDs	Variety, as established between PBID and Navigator	Assigned Navigator(s)	- PBID contacts Navigator in the method agreed to. - Navigator makes contact with the consumer as soon as possible, either meeting or setting an appointment to meet	- Ongoing
County TED Team		Navigators		
Central Library		Navigator		
Sacramento RT		Navigator		
City of Rancho Cordova		Navigator		
City of Folsom		Navigator		
<i>SSF has established processes for how the funders in the rows highlighted in gray submit requests for service and how Navigators response, detail to be added later.</i>				
<i>Other Partners (no contract)</i>				
Partner Agencies (nonprofits that interact with homeless persons)	Email	SSF Field Supervisor	- Partner Agency submits request in standard format to the Field Supervisor. ** If Partner Agency does not use the standard format, the SSF Field Supervisor directs the SSF Receptionist to contact the Partner Agency to provide the proper format. - Field Supervisor dispatches the appropriate Navigator. - Navigator follows up within 3-5 days.	- No formal feedback system in place, cannot share information if the partner agency is not on the ROI list.

In addition to responding to requests for assistance from consumers, funders, and partners, the SSF Navigation Team also proactively seeks out clients by patrolling their assigned areas, frequenting hot spots, conducting Neighborhood Connect events, etc.

**Consumer Engagement and Case Management**

Following referral and dispatch, the SSF Navigator engages with the consumer as described below. The primary focus of SSF Navigator case management activities is the support of the client in obtaining permanent housing (within or outside of the CoC's programs).

Initial Meeting	First and/or Second Follow Up Meeting	Ongoing Follow Ups	Coordination & Reporting
<ul style="list-style-type: none"> <li>- Navigator assesses situation to ensure environment is safe and comfortable for both navigator and consumer.</li> <li>- Navigator has brief conversation with consumer, to share what SSF is and how SSF might be able to help.</li> <li>- Navigator conducts basic assessments of consumer needs and services/assistance desired.</li> <li>- Navigator confirms client is literally homeless.</li> <li>- If consumer wants services, s/he becomes a client and navigator secures ROI and HMIS consents, and completes the HMIS Profile.</li> <li>- Navigator provides information on crisis services including emergency food and shelter.</li> <li>- Navigator initiates Return to Residency activities with clients seeking and eligible for that service.</li> <li>- Navigator and client set an appointment to begin case management, including VI-SPDAT Assessment.</li> <li>- Navigator and client exchange contact information.</li> </ul>	<ul style="list-style-type: none"> <li>- Navigator and client meet at appointment time.</li> <li>- Navigator conducts VI-SPDAT Assessment after establishing initial rapport with client, usually at second or third contact/appointment.</li> <li>- Navigator and client establish a permanent housing plan that includes program and non-program solutions.</li> <li>- Navigator and client establish a plan to address client's immediate needs (access to emergency shelter, linkages to health, mental health, treatment, and other services).</li> <li>- Navigator and client identify documents needed to access housing and other services.</li> </ul>	<ul style="list-style-type: none"> <li>- Navigator provides ongoing support to client to reach permanent housing goal. Key activities include (a) getting client "doc-ready" for housing; (b) connecting client to other needed services; and (c) permanent housing appointments (for PSH, RRH, other programs, or private market rental housing).</li> <li>- Doc-ready activities include identifying needed documents and transportation to get those documents (ID, SS cards, disability certification, etc.).</li> <li>- Navigator maintains contact with client in person and/or by phone to help keep client on track while awaiting housing.</li> </ul>	<ul style="list-style-type: none"> <li>- Weekly team meetings to address successful linkages, to discuss priority clients based on VI-SPDAT score and upcoming housing program availability.</li> <li>- Weekly meeting with IMPACT Team.</li> <li>- Field Supervisor meets with each Navigator weekly to address case load and time management.</li> <li>- Director of Homeless Outreach prepares monthly reports to funders on client demographics and successful linkages.</li> <li>- SSF is willing to provide a monthly, client-level report on IMPACT Team cases</li> </ul>

<p>- After the Initial Meeting, Navigator creates the client file and submits it to SSF Coordinated Entry Department. This file will eventually include all documentation required to get client into permanent housing. These documents are also uploaded to the Client Profile in HMIS.</p>			
---	--	--	--

CONFIDENTIAL

## EXHIBIT B

### NONPROFESSIONAL SERVICES AGREEMENT

#### FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 700,000.
2. **Billable Rates.**

CONTRACTOR shall be paid for the performance of Services on other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

*via email: ehalcon@cityofsacramento.org*  
*Office of the City Manager, 915 I Street, 5th Floor*  
*Sacramento, CA 95814*  
*(916) 808-7896*

Attn: Emily Halcon

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

**Attachment 1 to EXHIBIT B**

**PAYMENT SCHEDULE**

**FY 2106/17 COMMON CENTS PROGRAM**

**Maximum Payment to Contractor**

CITY will pay CONTRACTOR an amount not to exceed \$700,000 for the Common Cents Program for services rendered during the contract term.

**Payments to Contractor**

CONTRACTOR shall submit invoices monthly by the fifteenth (15<sup>th</sup>) of each month via email to [ehalcon@cityofsacramento.org](mailto:ehalcon@cityofsacramento.org). Invoices shall be prepared in accordance with Section 4(B) of Exhibit B. Invoices shall be detailed out in accordance with the line items in the budget below.

**Budget**

Eligible costs are as follows:

Component	City Amount
<b>OUTREACH EXPENSES</b>	
3 FTE Citywide Navigators (salary & benefits)	\$121,800
.33 FTE River District Navigator (salary & benefits)	\$25,000
Transportation – Taxi	\$12,000
Transportation - Van	\$3,000
Outreach Supplies & Equipment	\$6,000
Communication Expenses	\$3,840
Navigator Supervision	\$18,000
<b>SUBTOTAL</b>	<b>\$189,640</b>
<b>HOUSING &amp; SERVICES (contracted)</b>	
Interim Housing – Rent and Operations	\$83,500
Interim Housing – Staff (1.5 FTE)	\$58,500
Permanent Housing Specialists (3 FTE + .25 FTE supervision)	\$147,400
Client Supplies and Move-in Kits	\$15,500
<b>SUBTOTAL</b>	<b>\$304,900</b>
<b>Program Staffing and Support</b>	
Program Supplies & Training	\$5,460
Coordinated Entry Program Manager (1 FTE)	\$105,000
Data Quality Coordinator (1 FTE)	\$55,000
Data Consultation (contract)	\$40,000
<b>SUBTOTAL</b>	<b>\$205,460</b>
<b>TOTAL</b>	<b>\$700,000</b>

Line item transfers between Budget categories may be made provided such Budget changes do not result in the total Budget exceeding the maximum total contract amount and/or do not compromise the program.

Any changes to the overall budget or to the line items within the budget above must be approved in writing by the **CITY**.

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]*



Not furnish any facilities or equipment for this Agreement;

or



Furnish the following facilities or equipment for the Agreement *[list, if applicable]*:

**EXHIBIT D**  
**NONPROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
  
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
  
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
  
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
  - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
  - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
  
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

**11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

- A. Minimum Scope & Limits of Insurance Coverage
  - (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of

activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." \_\_\_\_\_ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. \_\_\_\_\_ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." \_\_\_\_\_ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:  
CertsOnly-Portland@ebix.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. **Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization (“SBE”) in accordance with the applicable SBE criteria and requirements.
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
  - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

**EXHIBIT E**  
**LIVING WAGE REQUIREMENTS**  
(Nonprofessional Service Agreement)

**The Living Wage Ordinance**

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

**Contracts and Contractors Covered by the LWO**

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

### Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.<sup>1</sup>

### Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

### Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

## **Payment of Living Wage to Covered Employees**

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.<sup>2</sup>

---

<sup>1</sup> The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

<sup>2</sup> A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.
  
- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

### **Notification to Covered Employees**

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

**This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at [www.cityofsacramento.org](http://www.cityofsacramento.org).**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

### **Subcontractor Compliance**

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

## **Other Provisions of the LWO**

### Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

### No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

### No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

### No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

## **Violations and Monitoring**

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

## **Declaration of Compliance**

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

#### **Additional Information**

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at [www.cityofsacramento.org](http://www.cityofsacramento.org).
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

## EXHIBIT F

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

#### APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

#### DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

#### **CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

## Attachment A



### YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On July 1, 2016 (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for Common Cents (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

## Attachment B



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to Employees

If you feel you have been discriminated against by your employer . . .

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

#### **Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

**You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organizations:**

**The City of Sacramento , its officers, officials, employees, agents and volunteers as additional insured.**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon on you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the Person(s) Or Organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.
- C. The insurance shall be primary as respects the additional insured shown in

the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the additional insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

PROJECT #:

PROJECT NAME: Coordinated Exit - Rapid Re-Housing and Employment Program

DEPARTMENT: Office of the City Manager

DIVISION: Homeless Services Coordination

CITY OF SACRAMENTO

### NONPROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made at Sacramento, California, as of July 1, 2016, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Sacramento Steps Forward  
1331 Garden Highway  
Suite 100  
Sacramento, CA 95833  
(916) 577-9785*

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

Invitation to Bid	Contractor's Bid Proposal Form
Instructions to Bidders	Workers' Compensation Certificate
Local Business Enterprise (LBE) Requirements	✓ Certificate(s) of Insurance
Drug-Free Workplace Policy and Affidavit	Technical Specifications
Declaration of Compliance (Equal Benefits Ordinance)	
Declaration of Compliance (Living Wage Ordinance)	

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the

manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
6. **Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements. In addition, for services that constitute "public works" under California Labor Code section 1720 et seq., payment of the prevailing rate of wages is required as indicated in Exhibit A, Section 4 of this Agreement. If both prevailing wage and living wage requirements apply, CONTRACTOR shall pay the higher of the two rates.
7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_

Print name: Howard Chan

Title: Assistant City Manager

For: John F. Shirey, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Attachments**

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

**CONTRACTOR:**

Sacramento Steps Forward

NAME OF FIRM

27-4907397

Federal I.D. No.

C3356574

State I.D. No.

exempt

City of Sacramento Business Op. Tax Cert. No.

**TYPE OF BUSINESS ENTITY (check one):**

- Individual/Sole Proprietor
- Partnership
- Corporation (may require 2 signatures)
- Limited Liability Company
- Other (please specify: 501(c)(3))

  
Signature of Authorized Person

Ryan Loofbourrow, CEO

Print Name and Title

Additional Signature (if required)

Print Name and Title

**DECLARATION OF COMPLIANCE**  
**Living Wage Ordinance**

Name of Contractor:

Sacramento Steps Forward

---

Address:

1331 Garden Highway, Suite 100, Sacramento, CA 95833

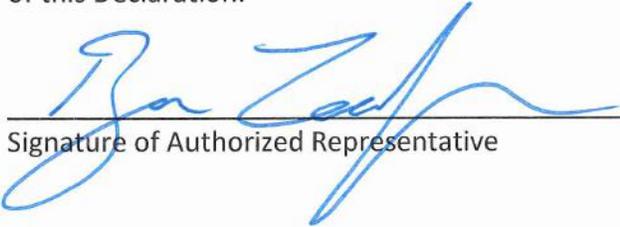
---

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

  
\_\_\_\_\_  
Signature of Authorized Representative

Date: July 18, 2016

Print name: Ryan Loofbourrow

Title: Chief Executive Officer

**DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

Name of Contractor:

---

Sacramento Steps Forward

---

Address:

---

1331 Garden Highway, Suite 100, Sacramento, CA 95833

---

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed

discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
  - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
  - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each

employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

  
\_\_\_\_\_  
Signature of Authorized Representative

Date: July 18, 2016

Print name: Ryan Loofbourrow

Title: Chief Executive Officer

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

*Emily Halcon, Homeless Services Coordinator, Office of the City Manager  
915 I Street, Sacramento, CA 95814  
(916) 808-7896  
ehalcon@cityofsacramento.org*

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Ryan Loofbourrow, CEO, Sacramento Steps Forward  
1331 Garden Highway, Suite 100  
Sacramento, CA 95833  
(916) 577-9785, rloof@sacstepsforward.org*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Scope of Services.**

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. **Time of Performance**

The services described herein shall be provided during the period set forth in the scope of services.

4. **Prevailing Wage Requirement.** [To be completed by the City Representative:]

The services provided under this Agreement constitute "public works" under California Labor Code section 1720 *et seq.* and are either [check one if applicable]:

\_\_\_\_\_ Construction work in an amount exceeding \$25,000; or

\_\_\_\_\_ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If either line is checked above, this Agreement is subject to the provisions of Sacramento City Code section 3.60.180 which requires, among other things, that CONTRACTOR pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations pursuant to California Labor Code section 1773. If payment of the prevailing rate of wages if required, CONTRACTOR and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically when and as required by CITY. CONTRACTOR is responsible for compliance with Sacramento City Code section 3.60.180, and shall include these requirements in every subcontract or subagreement. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

## Attachment 1 to Exhibit A

### SCOPE OF SERVICES FY2016/17 COORDINATED EXIT PROGRAM: HOMELESS RAPID RE-HOUSING AND EMPLOYMENT

Sacramento Steps Forward (SSF) has begun the process of right-sizing our community's homeless services Continuum of Care (CoC). The Common Cents program, launched in January 2015, piloted Sacramento's Coordinated Entry and Assessment system, a national best practice for streamlining system entry and identifying reliable permanent housing matches for participants. A strong Coordinated Entry and Assessment System is the "front door" to the CoC.

SSF and the Sacramento CoC recognize that a Coordinated Entry System must be joined with a "Coordinated Exit" system, moving people out of homelessness as efficiently as possible. Based on the community's experience to date with Common Cents and a review of best practices, SSF has developed a Coordinated Exit Program consisting of the following key component:

- System-level investments in permanent housing, a package that includes an array of supports and incentives to landlords and property managers.
- Household-level investments in permanent housing and supportive services for homeless households through a locally developed Rapid Re-Housing program.
- Community employment program targeted to persons experiencing homelessness that includes intensive services and bridge housing, linked to the targeted Rapid Re-Housing.

This program is being funded through a partnership with the City of Sacramento, Sacramento County and Sutter Health.

#### Goals

The goals of the Coordinated Exit Program (CEP) are:

- 1) To create a systemic approach to providing rapid re-housing throughout the Sacramento CoC, such that all organizations operating rapid re-housing programs are working together on a regular basis, including:
  - having a coordinated message and approach to working with landlords; and
  - discussing and agreeing on responses to programmatic and policy questions; and
  - case conferencing on client-level issues to ensure the best outcomes for clients, regardless of the provider.
- 2) To ensure that all rapid re-housing programs in the Sacramento CoC are operationally offering the same services to clients, both to streamline program oversight and to

equalize the benefits received by clients of different organizations. Those rapid re-housing program components that should be equal amongst all providers are:

- use of the same program policies and procedures; and
  - use of a common funding approach, with tools to help guide the partner providers and track and report on expenditures at the client level; and
  - use of a common monitoring plan, including financial monitoring and client-level monitoring; and
  - common expectations for outcomes and evaluations; and
  - use of a common staff training plan.
- 3) To provide permanent housing for homeless households using the “lightest” touch necessary to ensure they remain housed after the subsidy expires;
  - 4) To provide appropriate case management support to homeless households to increase their income through employment opportunities.

**Funding**

The CEP will be funded through a partnership between the City of Sacramento, Sacramento County and Sutter Health. The total funding for the program in the 2016/17 Fiscal Year is \$1.835 million.

<u>Partner</u>	<u>Amount</u>	<u>Funding Source</u>
City of Sacramento	\$500,000	City General Funds
Sacramento County	\$835,000	County General Funds
Sutter Health	<u>\$500,000</u>	Private Dollars
	<b>\$1,835,000</b>	

The total CEP budget and the City portion is as follows:

Component	Total Amount	City Amount
<b>SYSTEM LEVEL COMPONENTS</b>		
1 FTE Landlord Liaison	\$100,000	-
Housing Mediator/Landlord Response Line (contract)	\$65,000	\$65,000
Property Damage Fund	\$60,000	\$30,000
Ready to Rent Curriculum	\$30,000	\$30,000
<b>SUBTOTAL</b>	<b>\$255,000</b>	<b>\$125,000</b>
<b>BRIDGE HOUSING AND RENTAL ASSISTANCE</b>		
Bridge Housing Rent and Operations	\$240,000	-
Bridge Housing Staffing & Case Management	\$135,000	\$135,000
Rapid Re-Housing Rental Assistance	\$660,000	\$195,000
Case Management in Housing	\$186,000	-
Credit Counseling and Credit Repair Assistance	\$70,000	-
1 FTE Rapid Re-Housing Coordinator	\$90,000	\$45,000
<b>SUBTOTAL</b>	<b>\$1,381,000</b>	<b>\$375,000</b>
<b>COMMUNITY EMPLOYMENT PROGRAM</b>		
Employment Program Expenses	\$22,500	-
Employment Tool Kits	\$2,500	-
1 FTE Employment Job Coach	\$81,500	-
1 FTE Job Developer	\$42,500	-
<b>SUBTOTAL</b>	<b>\$149,000</b>	<b>-</b>
Regional Communication Plan	\$50,000	-
<b>TOTAL</b>	<b>\$1,835,000</b>	<b>\$500,000</b>

**Coordination with other Rapid Re-Housing Programs**

The Coordinated Exit Program is one of seven rapid re-housing programs currently available in the Sacramento CoC. The other rapid re-housing (RRH) programs are:

Program	Non-Profit Operator	Funder
ESG RRH	VOA	SHRA
Housing Supports Program	County DHA	County DHA
RRH for Families (reprogrammed Mather)	VOA	CoC
Stepping Stones	Next Move	CoC
Expanding & Improving Family Promise	Next Move	CoC
The Doorway <sup>1</sup>	WIND Youth	CoC
<b>Supportive Services for Veteran Families</b>	VOA and SVRC	VA

<sup>1</sup> The Doorway was funded under the 2015 NOFA, but is not yet operational

SSF shall ensure that the Coordinated Exit Program is coordinated with all other RRH programs in the CoC, including any future RRH programs. SSF shall work with all the non-profit operators and funders to ensure that all RRH programs use the same operating policies and procedures, financial assistance calculations and re-assessment parameters such that clients needing assistance will be offered similar financial and case management support through RRH, regardless of who the provider is.

### **Selection of Subcontractor(s)**

SSF selected the subcontractor(s) for the rapid re-housing and interim housing components of the Coordinated Exit Program through a competitive bid process. SSF will ensure that all the subcontractor(s) selected to provide services under the Coordinated Exit Program will work collaboratively with each other and with the other RRH providers in the CoC.

### **Target Populations**

The Coordinated Exit Program will target adult-only homeless households.

Within this population, SSF will target those who have been on the community queue the longest and/or those with other criteria that deem them more in need/vulnerable, such as:

- Veterans
- Elderly
- People with chronic health conditions

SSF will continually review the successes of households served by the Coordinated Exit Program against the VI-SPDAT score of those households, and make adjustments in targeting as appropriate and in consultation with the City.

### **Capacity**

It is expected that the Coordinated Exit Program will expend approximately \$6,500 per household served in rental assistance. Given the level of funding available for rental assistance, it is estimated that the Coordinated Exit Program will serve approximately 100- households (single adults and/or couples) during the course of this contract.

### **Program Access**

#### ***System Support***

All rapid re-housing and scattered site permanent supportive housing projects using the Sacramento Coordinated Entry System as a point of entry into their programs shall have access to the system wide supports provided through the Coordinated Exit Program. SSF shall create operational guidelines for coordination with the Landlord Liaison and the Housing Mediator and

for use of the Property Damage Fund and Ready to Rent Curriculum such that all participating providers can access these resources.

### ***Rental Assistance***

All rapid re-housing projects using the Sacramento Coordinated Entry System as a point of entry into their programs shall have access to the support and resources of the SSF Rapid Re-Housing Coordinator. Households receiving rental assistance through Coordinated Exit shall be selected by the Rapid Re-Housing Coordinator based on their place on the community queue and in the context of other available programs for the household type and composition.

### ***Employment Program***

All homeless projects using the Sacramento Coordinated Entry System as a point of entry into their programs shall have access to the employment program provided through the Coordinated Exit Program. SSF shall create operational guidelines for coordination with the employment staff and for use of the credit counseling and repair assistance such that all participating providers can access these resources.

### **Program Components**

#### ***System Coordination***

The System Coordination components of Coordinated Exit include services and supports aimed to create incentives for private landlords to house homeless households in partnership with non-profit organizations working collaboratively with SSF. The system coordination components will help support not only those housed through Coordinated Exit rapid re-housing, but all households housed through the Sacramento CoC Coordinated Entry System in a market rental property. The components of System Coordination include:

- 1) One full time Landlord Liaison (employee of SSF) whose job it is to make relationships with landlords and carry the message of the CoC housing programs to the landlord community, and manage the on-going relationship between housing providers and the rental market.
- 2) One full time Housing Mediator (contract employee) whose job it is to respond to issues between landlords and tenants housed through the Coordinated Entry System. The Housing Mediator will also staff a 24/7 landlord response line and coordinate response to any issues with the non-profit housing provider.
- 3) A property damage fund to be accessed in the case that a household housed through the Coordinated Entry System causes physical damage to a rental unit. Use of this fund is available to all programs housing clients from the community queue in market rental units. SSF will manage the use and disbursement of these funds.

- 4) A Ready to Rent Curriculum to provide education and training to prepare households to be good renters. SSF will train up to 30 staff of participating non-profits in this curriculum.

#### ***Rapid Re-Housing Rental Assistance***

Rapid Re-Housing rental assistance shall be provided directly to the landlord from the selected non-profit subcontractor(s). Best practice of progressive engagement suggests that providing a small amount of assistance at the front and only providing additional assistance and support if needed. RRH is aligned with this approach, in that lower need/vulnerability households may only need a deposit and some housing search assistance, while higher need/vulnerability households may need on-going rent assistance and case management for 9+ months. The Coordinated Exit Program will allow for such flexibility so that assistance can be customized to the needs of the particular household.

Working with the City, County and SHRA, SSF has established policies and procedures for all RRH programs that include a standard for calculating the portion of rent that RRH will provide, the initial amount of time that rental assistance can be provided, other financial support available (deposits, first/last month rent, utility deposit, etc.) and the process for re-assessment and continuation of support for higher need households. SSF will ensure that all RRH providers are following these policies and procedures.

#### ***Case Management***

Case Management services shall be individualized to meet the needs of the households receiving RRH rental assistance, but, in general, should focus on housing stability, income/budgeting and referrals to mainstream resources. All case management services shall be optional (e.g. tenancy is not predicated on participating in case management or in meeting any particular case manager goals). SSF will engage the case management staff of the subcontractor(s) providing these services to coordinate best practices, including documentation requirements, follow up and resource connection.

#### ***Employment Assistance***

Employment Assistance services consists of the following components, available to all households housed through the Coordinated Entry System:

- 1 FTE Employment Case Manager
- 1 FTE Employment Job Coach
- 1 FTE Job Developer
- 250 Employment tool kits to be used by clients
- Credit check and background checks
- Credit repair assistance

In addition to these services, Coordinated Exit includes 20 beds of bridge housing specifically for low-barrier households who are working to gain or increase employment and will be housed through the Coordinated Exit RRH. These interim beds should turn over within 30 days, as the population served will be those with the highest skills and closest to self-sufficiency. The intention of these beds is to ensure that people have a safe place to be while they secure all documentation necessary for both employment and housing.

#### **Data Collection**

SSF will require that all subcontractor(s) providing rental assistance, case management and interim housing through the Coordinated Exit Program input all required client level data into the Sacramento Homeless Management Information System (HMIS). If there are additional data points needed (including financial management data) to complete the on-going evaluation, SSF will work with the subcontractor(s) to create a system to collect and transmit this data to SSF for completion of the monthly report/evaluation.

#### **Financial Management**

SSF will work with all subcontractor(s) providing RRH rental assistance to create and use a financial management tracking procedure to continually monitor the amount of rental assistance committed, expended and available. Given the variety of household compositions and the need to be flexible with assistance amounts using Progressive Engagement, this process will allow for appropriate planning to ensure all funds are expended in a timely and appropriate manner.

#### **Outcomes**

Using combined rental assistance funding from the City of Sacramento and Sacramento County and at an average rate of \$6,500.00 per household, VOA will serve no less than 100 households in the fiscal year. To ensure safety and habitability of units, VOA will guarantee that 100% of units utilized for RRH are registered with the County or City Divisions of Code Enforcement, dependent on jurisdiction. Additionally, VOA will work to ensure 75% of households receiving RRH are self-sufficient within 12 months of entrance into Coordinated Exit and that 80% of households that received RRH assistance remain housed 12 months after program exit.

#### **Monitoring and Evaluation**

SSF will create a complete monitoring plan that will include not only compliance with HUD regulations, but also with the community-designed RRH goals. In addition to monitoring, SSF will prepare (or work with the subcontractor(s) to prepare) a monthly report/evaluation of progress made under the program. SSF will work with all three funders to determine the scope and design

of this report ahead of the launch of the program, to ensure that all data to be reported on is considered in the set-up of the data collection processes.

The City may at any time, evaluate this Program. Adequate notice shall be given to SSF of such action, and SSF shall be given opportunities to participate and respond in the evaluation process.

## EXHIBIT B

### NONPROFESSIONAL SERVICES AGREEMENT

#### FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 500,000.
2. **Billable Rates.**

CONTRACTOR shall be paid for the performance of Services as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

*via email: ehalcon@cityofsacramento.org*  
*Office of the City Manager, 915 I Street, 5th Floor*  
*Sacramento, CA 95814*  
*(916) 808-7896*

Attn: Emily Halcon

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1 to EXHIBIT B

PAYMENT SCHEDULE  
FY 2106/17 COORDINATED EXIT PROGRAM:  
HOMELESS RAPID RE-HOUSING AND EMPLOYMENT

**Maximum Payment to Contractor**

CITY will pay CONTRACTOR an amount not to exceed \$500,000 for the Coordinated Exit Program services rendered during the contract term.

**Payments to Contractor**

CONTRACTOR shall submit invoices monthly by the fifteenth (15<sup>th</sup>) of each month via email to [ehalcon@cityofsacramento.org](mailto:ehalcon@cityofsacramento.org). Invoices shall be prepared in accordance with Section 4(B) of Exhibit B. Invoices shall be detailed out in accordance with the line items in the budget below.

**Budget**

The Coordinated Exit Program is a shared contract with Sacramento County and Sutter Health. The full program cost is \$1.835 million. Eligible costs for the City funding are as follows:

Component	City Amount
SYSTEM LEVEL COMPONENTS	
Housing Mediator/Landlord Response Line (contract)	\$65,000
Property Damage Fund	\$30,000
Ready to Rent Curriculum	\$30,000
<b>SUBTOTAL</b>	<b>\$125,000</b>
BRIDGE HOUSING AND RENTAL ASSISTANCE	
Interim Housing Staffing & Case Management	\$135,000
Rapid Re-Housing Rental Assistance	\$195,000
1 FTE Rapid Re-Housing Coordinator	\$45,000
<b>SUBTOTAL</b>	<b>\$375,000</b>
<b>TOTAL</b>	<b>\$500,000</b>

Line item transfers between Budget categories may be made provided such Budget changes do not result in the total Budget exceeding the maximum total contract amount and/or do not compromise the program.

Any changes to the overall budget or to the line items within the budget above must be approved in writing by the CITY.

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]*



Not furnish any facilities or equipment for this Agreement;

or



Furnish the following facilities or equipment for the Agreement *[list, if applicable]*:

**EXHIBIT D**  
**NONPROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
  - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
  - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

**11. Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of

activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this agreement.” \_\_\_\_\_ (CONTRACTOR initials)

- (3) Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers’ Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers’ Compensation waiver of subrogation in favor of the CITY is not required. \_\_\_\_\_ (CITY Representative initials)

No Workers’ Compensation insurance shall be required if CONTRACTOR completes the following certification:

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers’ Compensation insurance.” \_\_\_\_\_ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:  
CertsOnly-Portland@ebix.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. **Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
  - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
  - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

**EXHIBIT E**  
**LIVING WAGE REQUIREMENTS**  
(Nonprofessional Service Agreement)

**The Living Wage Ordinance**

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

**Contracts and Contractors Covered by the LWO**

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

### Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.<sup>1</sup>

### Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

### Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

## **Payment of Living Wage to Covered Employees**

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.<sup>2</sup>

---

<sup>1</sup> The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsiidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

<sup>2</sup> A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.
  
- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

### **Notification to Covered Employees**

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

**This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at [www.cityofsacramento.org](http://www.cityofsacramento.org).**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

### **Subcontractor Compliance**

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

## **Other Provisions of the LWO**

### Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

### No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

### No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

### No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

## **Violations and Monitoring**

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

## **Declaration of Compliance**

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

#### **Additional Information**

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at [www.cityofsacramento.org](http://www.cityofsacramento.org).
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

## EXHIBIT F

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

#### APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

#### DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

#### **CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

On July 1, 2016 (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for .....Local RRH..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

## Attachment B



### **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to Employees

If you feel you have been discriminated against by your employer . . .

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

#### **Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

**You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organizations:**

**The City of Sacramento , its officers, officials, employees, agents and volunteers as additional insured.**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon on you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the Person(s) Or Organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.
- C. The insurance shall be primary as respects the additional insured shown in

the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the additional insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.