

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (hereinafter "Agreement") is entered into on May 1, 2021 ("Effective Date") by and between St. Vincent de Paul Village, Inc. having an address of 3350 E. Street, San Diego, CA 92102 (hereinafter "AGENCY") and the City of Coronado (hereinafter "CITY") having an address of 1825 Strand Way, Coronado, CA 92118. AGENCY and CITY are collectively referred to herein as the "Parties."

RECITALS

A. AGENCY is a corporation organized under the corporation laws of the State of California and is authorized to do and is doing business in the State of California.

B. CITY is a city in San Diego County with a small homeless population and therefore no homeless shelters or service agencies are located in the CITY.

C. CITY wishes the assistance of the AGENCY in providing the necessary resources to those living on the streets of the CITY.

D. AGENCY is uniquely qualified in the business of providing food, shelter and services for the homeless ("Services") and is being retained in order to assist CITY in accordance with the scope of work outlined in Exhibit A.

E. On April 20, 2021, the City Council for the CITY approved this Agreement and authorized the City Manager to execute the form of this Agreement.

AGREEMENT

In consideration of the promises and of the mutual covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Services. CITY hereby engages AGENCY, and AGENCY hereby accepts such an engagement, upon the terms and conditions set forth herein. AGENCY shall perform the scope of work (the "Services") as outlined in Exhibit A, which is fully incorporated herein by this reference. AGENCY assumes full responsibility for the performance of its duties under the terms of this Agreement. CITY acknowledges that it does not and will not control or direct AGENCY with regard to the manner or means in which AGENCY performs its duties under this Agreement.

2. Effective Date and Term. The effective date of this Agreement shall be May 1, 2021, and the term of this Agreement shall begin on the effective date and shall remain in effect for -three (3) years (hereinafter referred to as the "Initial Term") unless terminated pursuant to paragraph 16. The parties may extend the term of the Agreement for additional one (1) year terms (hereinafter referred to as the "Extended Term") by giving thirty (30) days' advance written notice to the other party.

3. Confidentiality. Neither Party shall disclose to any third party or parties during or after the term of this Agreement, without the prior written consent of the other Party, any non-public information relating to such Party, its employees or customers, that such Party has asked

the other Party to remain confidential or non-public information regarding the confidential affairs or operations of such Party that is entitled to protection under applicable privacy laws, including client's personally identifiable information and a Party's proprietary information and trade secrets (collectively "Confidential Information") unless such disclosure is required by applicable law. AGENCY understands and acknowledges that

CITY is a local governmental agency and must comply with applicable disclosure laws, including the California Public Records Act. Any unauthorized disclosure of a Party's Confidential Information is a material breach of this Agreement.

4. Compensation. This is a fixed price contract. CITY shall pay AGENCY for services performed pursuant to this Agreement as set forth in Exhibit B to hereto, which is incorporated fully herein by this reference. The total amount of compensation under this Agreement for the Initial Term and any Extended Term combined shall not exceed Two-hundred Eighty-seven Thousand and Forty-one Dollars (\$ 287,041), without permission from City Council. This includes an annual increase in accordance with the San Diego Region Consumer Price Index but shall not exceed 3% annually. A sum of \$5,000 is available with no guarantee or minimum use requirement for as-needed shelter beds if additional capacity is required by the CITY.

5. Materials/Equipment/Costs. All materials and equipment needed by AGENCY to carry out the services to be performed by it under this Agreement, shall be furnished by AGENCY at AGENCY's sole cost.

6. Insurance. AGENCY shall obtain, and during the term of this AGREEMENT shall maintain, policies of general liability, automobile liability, contractual liability and property damage insurance from an insurance company or companies authorized to be in business in the State of California, in an insurable amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The insurance policies shall provide that the policies shall remain in full force during the full term of this AGREEMENT and shall not be canceled, terminated, or allowed to expire or not be renewed without thirty (30) days prior written notice to CITY from the insurance company, and shall contain a blanket waiver of subrogation.

The CITY and its officers, officials, employees, agents, representatives and volunteers shall be named as additional insureds on the required liability policies. All policies shall contain a provision stating that the AGENCY'S policies are primary insurance and that insurance (including self-retention) of the CITY or any named insured shall not be called upon to contribute to any loss. This provision shall apply regardless of any language of the policy maintained by the AGENCY during the term of this AGREEMENT.

Before AGENCY shall employ any person or persons in the performance of the AGREEMENT, AGENCY shall procure a policy of Workers' Compensation Insurance as required by the Labor Code of the State of California or shall obtain a certificate of self-insurance from the Department of Industrial Relations.

Prior to commencement of work under this AGREEMENT, AGENCY shall furnish to the CITY proof of the insurance required in this section. Failure by the Contract Officer to object to

the contents of the certificate and/or policy endorsement or the absence of same shall not be deemed a waiver of any and all rights held by the CITY. Failure on the part of AGENCY to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the CITY may exercise any rights it has in law or equity including, but not limited to, terminating this AGREEMENT.

AGENCY hereby grants to CITY a waiver of any right to subrogation that any insurer of said AGENCY may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

7. Other Activities. AGENCY shall be permitted to engage in other activities for other businesses during the Initial Term and any Extended Term of this Agreement, so long as it performs its duties pursuant to the terms in this Agreement.

8. EEO/AA Obligations. St. Vincent de Paul Village, Inc. is an equal opportunity employer and federal AGENCY or SUB-AGENCY. As applicable, the Parties agree that they shall abide by the requirements of 41 CFR Section 60-1.4(a); 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements, and that these requirements are incorporated herein. Section 60-300.5 and 60-741.5 require that covered prime AGENCYS and SUB-AGENCYS ensure nondiscrimination and take affirmative action in employment to employ and advance qualified individuals without regard to their physical or mental disability and protected Veteran status.

9. Indemnification.

a. To the fullest extent permitted by law, AGENCY agrees that CITY and its elected and appointed boards, officials, officers, agents, employees, representatives and volunteers (individually and collectively, "CITY Indemnitees") shall have no liability to AGENCY or any other person for, and AGENCY shall indemnify, defend and hold harmless CITY Indemnitees from and against, any and all liabilities, claims, demands, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements, (collectively "Claims") that arise out of or relate to this Agreement or the acts or omissions of the AGENCY, its officers, directors, representatives, employees, agents, volunteers or SUB-AGENCYS.

b. AGENCY's obligations under this Section 9 do not extend to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence, recklessness or willful misconduct of any CITY Indemnitee.

c. AGENCY shall provide a defense (with counsel acceptable to CITY) to the CITY's Indemnitees, or, at the CITY's option, reimburse the CITY's Indemnitees for all costs, attorneys' fees, expenses, and liabilities (including judgment or portion thereof) incurred with respect to any litigation in which the AGENCY is obligated to indemnify, defend, and hold harmless the CITY's Indemnitees pursuant to this Agreement.

d. The provisions of this Section 9 shall not be limited by any provision of insurance coverage that the AGENCY may have in effect, or may be required to obtain and maintain, during the term of this Agreement. These provisions of this Section 9 are continuing obligations and shall survive expiration or termination of this Agreement.

10. Successors in Interest. This Agreement, and all rights, obligations, and/or duties under this Agreement, shall be in full force and effect, whether or not any Party to the Agreement has been succeeded by another entity, and all rights, obligations, and/or duties under this Agreement shall be vested and binding on any Party's successor in interest.

11. Governing Law. This Agreement shall be interpreted, construed, governed and enforced in accordance with the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a State court in the County of San Diego. AGENCY hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.

12. Compliance with Laws/Business Certificate. AGENCY and its SUB-AGENCYs are required to comply with all applicable federal, state and local laws, rules, regulations, orders and guidance, including obtaining and maintaining a City Business Certificate during the duration of this Agreement.

13. Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

14. Entire Agreement/Amendments. This Agreement, together with the Exhibit(s) attached hereto, reflects the only, sole and entire agreement between the Parties relating in any way to the subject matter hereof. No statement, promise or different representations have been made which in any way form a part of or modify this Agreement. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by the Parties hereto.

15. Separate Terms. Each term, condition, covenant or provision of this Agreement shall be viewed as separate and distinct, and in the event that any, such term, covenant or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect.

16. Conflicting Terms. To the extent that the provisions of this Agreement and Exhibits conflict, the terms and conditions of the Agreement shall prevail.

17. Waiver. A waiver by either party of a breach of any provision or provisions of this Agreement shall not constitute a general waiver or prejudice the other Party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.

18. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by mail and email to parties at the addresses below:

For CITY:

Chuck Kaye
Chief of Police
Coronado Police Department 700 Orange Avenue
Coronado, CA 92118
ckaye@coronado.ca.us

For AGENCY:

Jesse Casement
Division Director of Client
Services St. Vincent de Paul
Village, Inc.
3350 E. Street
San Diego, CA 92102
Jesse.Casement@neighbor.org

19. Termination. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

20. Assignment. No Party may assign and/or transfer any interest in this Agreement, without the prior written consent of the other Party.

21. Counterparts. This Agreement may be executed in counterparts and, if so executed, each such counterpart shall have the force and effect of an original. Electronic or facsimile signature shall have the same force and effect as an original signature.

22. Signatures. Each signatory and Party hereto hereby warrants and represents to the other Party that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all resolutions or other actions have been taken so as to enable it to enter into this Agreement.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date set forth above.

City of Coronado

St. Vincent de Paul Village, Inc.

Mark Ochenduszko

Robert Dorsey

Mark Ochenduszko

Robert Dorsey

Interim City Manager
Title

Chief Operating Officer
Title

May 13, 2021

May 12, 2021

Date

Date

APPROVAL AS TO FORM:

Johanna N. Canlas

Johanna N. Canlas, City Attorney

May 13, 2021

Date

ATTEST:

Jennifer Ekblad

Jennifer Ekblad, MMC, City Clerk

May 13, 2021

Date

Exhibit A Scope of Work

AGENCY shall perform the following scope of work (collectively, the “Services”):

The Services will include the AGENCY providing meals, shelter and program services to adults experiencing homelessness. The goal is to provide short-term emergency shelter to those living on the streets in the City of Coronado.

The Coronado Police Department will identify and refer homeless individuals for placement into the bed(s) made available by the AGENCY at the AGENCY’s Facility (as defined below).

The AGENCY will make available two (2) beds in two (2) rooms located at the Facility at the rate identified in Exhibit B to this Agreement (Compensation) solely for the use in accordance with this Agreement. CITY has the option to add up to two (2) family members per room at the additional daily rate identified in Exhibit B. The Facility has limited space; as a result, AGENCY has the right to restrict on the amount of personal belongings stored in the room.

The AGENCY will provide basic services which shall include: showers, wash stations, restrooms, linens, laundry room access, shared TV room access on the residential floor, 3 meals per day, access to employment and education services and access to AGENCY’s federally qualified health center. In addition, the room shall have the capability to lock.

The length of stay for each individual referred to the AGENCY by the CITY will be determined by the Coronado Police Department and disclosed to the AGENCY at the time of intake. Intake will be available 24 hours a day, 7 days a week.

Individuals staying at the Facility are required to adhere to AGENCY's program rules, which will be provided to the individual(s) at the time of intake.

Location

AGENCY will make available two rooms at the Joan Kroc Center, located at 1501 Imperial Ave., San Diego, CA 92101 (the “Facility”) for the duration of the Initial Term or any Extended Term, as applicable for use by CITY.

**Exhibit B
Compensation**

As total and complete compensation for providing Services under the Agreement, CITY shall pay to AGENCY \$91,248 for first year for two (2) beds in two (2) rooms by no later than May 31, 2021, and annually thereafter. Two additional beds per room may be available for family members at the additional rate of \$125 per night per additional bed used in a room as specified by Coronado Police Department on intake. The AGENCY shall send/email to CITY a Request for Reimbursement (RFR) for each additional bed and City of Coronado shall pay AGENCY within thirty (30) days from receipt of the RFR. The annual compensation rate herein shall increase by 3% each for years two and three of the contract term.

There are no reimbursable costs under this Agreement.