Request for Proposals



RFP for the Operations of the Salinas Housing Advancement, Resources & Education Center (SHARE Center)

Important Dates

Request for Proposals: Posted April 19, 2024
Bidder's Conference: May 6, 2024, at 11:00 a.m.
Deadline for Questions: May 6, 2024, by 5:00 pm
Questions & Answers Posted: May 9, 2024
Applications due: May 20, 2024, by 5:00 pm
Applicant Interviews via Zoom: May 27 and 28, 2024

Applicant Selected: June 2024

City Council Consideration of Agreement: August 20, 2024 Contract Begins: September 2024

City of Salinas

Community Development Department 65 West Alisal Street (Second Floor), Salinas, CA 93901

Jacqueline Smith, Homeless Services Manager Phone: (831) 758-7061 - Email: housingwebmail@ci.salinas.ca.us

Table of Contents

1.	SUMMARY OF REQUEST	3
2.	TIMELINE and CONTRACT TERM	
3.	BACKGROUND AND VISION	4
4.	ABOUT THE SHARE CENTER	7
5.	SCOPE OF WORK	8
6.	DESIRED QUALIFICATIONS	10
7.	PROPOSAL REQUIREMENTS	11
8.	PROPOSAL EVALUATION CRITERIA	14
9.	CITY PROCESS	15
10.	CONDITIONS AND RESPONSIBILITIES OF REQUEST	15
AT.	ΓACHMENT A: BUDGET TABLE	18
AT.	TACHMENT B: AGREEMENT FOR PROFESSIONAL SERVICES TEMPLATE	19
AT.	TACHMENT C: SITE PLAN, FLOOR PLAN AND PHOTOS OF SHARE CENTER	34
ΑT	TACHMENT D: STATEMENT OF UNDERSTANDING FORM	53

1. SUMMARY OF REQUEST

The City of Salinas (City) and the County of Monterey (County) are seeking a qualified operator (Operator) for the emergency shelter and navigation center known as the SHARE Center in Salinas, California. This Request for Proposals (RFP) will form the basis of the City and County's selection process.

Introduction

The City and County partnered to build a new construction housing navigation center at 855 E. Laurel Drive in Salinas, which opened in 2021. The City Council and County Board of Supervisors approved the naming of the facility as the Salinas Housing Advancement Resources & Education Center (SHARE Center), based on results from an extensive community survey. Currently, the SHARE Center serves up to 104 people experiencing homelessness at a point in time, including both single individuals and families with children. The SHARE Center provides services under a housing navigation model, offering emergency shelter and wraparound services under a Housing First approach. The City and County have published this RFP to select an Operator for the facility to continue making progress towards the mutual goal to reduce homelessness within their respective jurisdictions. This RFP is designed to provide qualified proposers sufficient information and perspective to allow for preparation and submission of a competitive, responsive proposal.

Questions regarding this RFP must be made in writing no later than May 6, 2024, at 5:00 pm and may be directed to:

Jacqueline Smith, Homeless Services Manager Housing Division, Community Development Department City of Salinas (831) 758-7061 housingwebmail@ci.salinas.ca.us

2. TIMELINE and CONTRACT TERM

- Request for Proposals: Posted April 19, 2024
- Bidder's Conference: May 6, 2024 (see below for registration)
- Deadline for Questions: May 6, 2024
- Questions & Answers Posted: May 9, 2024
- Applications Due: May 20, 2024
- Applicant Interviews via Zoom: May 27 or 28, 2024
- Applicant Selected: June 2024
- Contract Negotiation: July and August 2024
- City Council and County BOS Approval of Contract: August 20, 2024 (dates subject to

change)

• Contract Begins: Estimated September 2024

It is the City and County's intent to issue a one-year agreement for operation of the SHARE Center, inclusive of the option to renew based on performance. The selected provider will enter into separate contracts with the City and the County. Multi-year agreements may be issued depending upon available funding.

Bidder's Conference:

When: May 6, 2024, 11:00 AM Pacific Time (US and Canada)

Register in advance for this meeting:

https://us02web.zoom.us/webinar/register/WN_GAyFWbIVQKeQiKe5OYhDHQ

After registering, you will receive a confirmation email containing information about joining the meeting.

3. BACKGROUND AND VISION

Background

With a population of 163,000, the City of Salinas is the largest municipality on the Central Coast and accounts for over one-third of the County's 437,000 residents. More than half (1,065 persons, 52%) of the County's homeless population resides in the City, most of whom are unsheltered (73%).

The 2022 Point-in-Time Count for the County provides demographic information on those likely to use the SHARE Center. Of the 287 people countywide, who responded to the survey:

- 84% report their current episode of homelessness has been for one year or longer
- 61% report having at least one disabling condition
- 38% indicate their current episode of homelessness was their first
- 64% have been living in Monterey County for 10 years or more
- 57% self-report depression and 49% self-report alcohol and drug use
- 54% identify as Hispanic/Latinx
- 10% report history of being physically, emotionally, or sexually abused
- 17% are individuals in families experiencing homelessness
- 34% are experiencing chronic homelessness
- 27% have spent one or more nights in jail/prison/juvenile hall in the past year
- 18% have been in the foster care system

Approximately 15.9% of students attending TK-12th grade in Monterey County were identified as meeting the "McKinney-Vento" definition of homelessness in 2022/2023. Families with children have made up a significant portion of the SHARE facility census since implementation

The SHARE Center is located within the Alisal Union School and Salinas Union High School Districts but also serves students from other districts throughout Monterey County. The Alisal District has three Family Resource Centers that serve both homeless and foster families, and provide assistance and referrals as well as clothing, school supplies, food, and personal hygiene items. The Monterey County Office of Education (MCOE) also supports families experiencing homelessness with services to support their right to: immediate enrollment, remain in school of origin, receive transportation to and from the school of origin, and to receive support for academic success.

Addressing homelessness continues to be a top priority of the Salinas City Council and the Monterey County Board of Supervisors. The City continues to demonstrate a strong, long-term commitment to ending homelessness and creating affordable housing. The Salinas Strategic plan of 2022-2025 includes the goal of pursuing housing options for individuals of all income levels, including those who are unsheltered, that is both safe and secure. As part of this goal, the City partners with public and nonprofit agencies to offer housing to people experiencing homelessness, such as by exploring options for Tiny Homes Communities and encouraging transit-oriented housing development. In addition, the City serves as the Administrative Entity for the regional Continuum of Care (CoC) Emergency Solutions Grant and fully supports its adopted Lead Me Home Plan (LMHP), which articulates data driven goals to end homelessness in Monterey and San Benito counties. As evidence of its ongoing commitment, the City continues to implement a range of strategies aligned to the LMHP, including embracing the housing first model, expanding service-oriented responses to unsheltered homelessness by providing outreach and case management services to encampments; expanding housing solutions; and proving low barrier shelter and interim housing, and creation of affordable permanent supportive housing units.

The City and County have a long-term partnership and significant experience with jointly funding housing and homeless services, including the SHARE Center and other emergency homeless serving programs located in Salinas. The City and County are both members of the Leadership Council as community advisors which functions as the governing board and decision-makers of the Continuum of Care (CoC) for San Benito and Monterey Counties. By participating in the design and implementation of a regional homelessness response system providing a continuum of care that includes outreach, interim and permanent housing and connected services, the City and County are working collaboratively and holistically to move the needle on addressing homelessness in the region.

The development of the SHARE Center dates back to 2017, when the City and County began discussing the future construction and operation of a year-round homeless shelter/navigation center and permanent supportive/transitional housing at County-owned sites at 855 E. Laurel Drive and 1220 Natividad Road. A multi-year planning process took place between 2017 and the opening of the SHARE Center in 2021. This process included extensive community input, a highly transparent process to select a developer and initial operator, and the investment of significant public and private funding on the part of both the City and County. The SHARE Center opened its doors on May 28, 2021. To date, over 450 individuals have been served of which approximately 56% have secured permanent housing upon exit.

SHARE Center Vision and Guiding Principles

The City and County's vision is that the SHARE Center will have a tangible impact on homelessness throughout the region by providing temporary shelter and wraparound services in a housing navigation model, thereby preparing participants to transition to permanent housing.

Below are the City and County's guiding principles for the SHARE Center:

1. Help participants transition to permanent housing

The priority of the SHARE Center is to prevent chronic homelessness, reduce the length of time people experience homelessness, and provide people with direct pathways back to safe living arrangements and/or permanent housing. The City and County envision SHARE Center participants will be provided opportunities and support to be successful in permanent housing. It is very important to the City and County that a significant number of participants exit to permanent housing successfully.

The SHARE Center will also provide homelessness diversion and housing problemsolving strategies. Whenever possible, participants should receive assistance to maintain or regain housing without having to enter emergency shelter. The City and County wish to reduce new entries into homelessness, reduce demand for limited shelter beds, and target more intensive homelessness interventions to those with higher needs.

2. The SHARE Center will follow the Housing First model, and use motivational interviewing, a trauma-informed approach, and other best practices in providing services to people experiencing homelessness

The SHARE Center will provide emergency shelter, housing navigation, and wraparound services with a low-barrier Housing First approach. The City and County envision the Operator taking time to understand the population currently served, collaborating with homeless service providers and CHSP staff, and implementing best practices that are tailored to the target population.

3. The Operator will actively participate in the Coalition of Homeless Services Providers (Continuum of Care lead agency).

In order to promote transparency and efficacy, the Operator will be expected to form effective working relationships with other service providers and CHSP staff, regularly attend and participate in CHSP meetings, apply for appropriate funding opportunities through the CHSP/Continuum of Care, use the Coordinated Assessment & Referral System (CARS) for referrals to transitional and permanent supportive housing, and contribute to the growth and appropriate use of the HMIS and Coordinated Entry systems and the State HDIS system, as required. To learn more, please visit CHSP's website: https://chsp.org/

4. The Operator will minimize potential impacts to the community

To minimize potential impacts to the surrounding neighborhood and community at-large,
the Operator will be required to provide security, transportation for SHARE Center

participants, storage for participant possessions, and ongoing site maintenance. Maintaining pedestrian safety along walking paths for both participants and the community-at-large is essential. While staying at the SHARE Center, families with children may use walking paths to access schools in the area. The City and County will require the Operator to engage the surrounding community in a significant way to ensure there is strong communication and that community concerns are appropriately addressed.

4. ABOUT THE SHARE CENTER

The SHARE Center is a year-round facility providing housing navigation, temporary shelter and supportive services for individuals and families. Currently more than half the households at the SHARE Center are families with children.

The SHARE Center is approximately 16,000 square feet. It offers approximately 104 shelter beds in a congregate setting. There are separate dormitories for men, women and families. The facility also includes shower and laundry facilities, and kitchen facilities for food preparation and dining. There are accommodations for pets including an outdoor covered kennel area and gated dog run and play area. A medical clinic space is located off the lobby. There are spaces for services, including: health services, counseling and social services, workforce training, and operational staff offices. Special features include both an indoor and outdoor activity space for children, and a resource space that can be converted into a variety of uses. Three trailers that were utilized for COVID-19 to thin out shelter populations are slated to be removed from the parking lot. The City and County are exploring the addition of modular non-congregate shelter in the rear yard, potentially to operate as recuperative care beds.

The facility provides navigation services for those experiencing homelessness, typically up to a maximum of 6 months. To qualify for services, City/County residency can be established by providing proof of public benefits tied to a local address, historical data in HMIS, or via identification documents. The facility does not accommodate those who have a sex-offender convicted registration.

The Monterey County Office of Education in collaboration with the local school districts are partners who provide transportation between school and the SHARE Center. Collaborations can be established to program or organize outreach and homework help to students who are utilizing the facility.

There is also an affordable housing development planned on an adjacent parcel of land. It will be fenced off and separate from the SHARE Center. When completed, the two projects will be directly next to each other. More information about this development is available at the project website https://edenhousing.org/properties/855-e-laurel-dr/

Please see Attachment A for facility site plan, floor plan and photographs.

5. SCOPE OF WORK

DESCRIPTION OF SERVICES

The Operator will be expected to provide the following services:

- Staff and operate the SHARE Center as a 24-hour a day, 7 days a week shelter and housing navigation center:
 - Serve up to approximately 104 individuals and/or family members on any given night
 - Organize sleeping arrangements into four groups: men, women, male led families with children and female led families with children.
 - o Provide daytime access to sleeping units or areas to sit, rest and/or recline in portions of the building.
- Operate the SHARE Center facility in a safe and sanitary manner:
 - Provide on-site security 24 hours a day, 7 days a week and develop a protocol
 to ensure the safety of participants and staff and minimize impact on the
 neighboring community.
 - Implement appropriate sanitation practices, including use of custodial services.
 - o Implement a no-loitering policy on Center property.
 - Disallow disruptive participants who adversely impact the peace and quiet of others.
 - O Disallow smoking, illegal drug use or non-supervised use of prescription drugs in the facility or on the property.
 - Develop and enforce clear and concise participant use guidelines and behavioral expectations, as well as guidelines for guests.
 - Comply with all Salinas Fire Department regulations and other applicable health and safety regulations.
 - Ensure the facility and services are American with Disabilities Act (ADA) compliant.
 - Adhere to CDC guideline regarding mitigation of spread of infectious diseases.
- Provide on-site services on a voluntary basis to all SHARE Center participants, including:
 - o Case management.
 - O Housing services. The operator is expected to provide a robust housing support component, including: (1) managing a pool of medium-term rent subsidies to help people exit the SHARE center using a rapid rehousing model; (2) managing a pool of funds for move-in assistance and housing barrier removal (e.g. deposits, utility arrears); (3) housing search assistance; (4) housing navigation and assistance in preparing information needed to be housing ready. Operator must employ Housing Navigators as part of the

- staffing structure.
- Working closely with the City's SORT outreach team to ensure that any services follow the participant from when they are unsheltered as they transition into the SHARE Center; also following up with SORT if participants exit to unsheltered situations.
- Employment services to include linkages to available workforce development programs.
- Linkages with County of Monterey Behavioral Health Services, Social Services, case management, and non-profit resources. County health services are within walking distance of the SHARE Center.
- o Referrals to and assistance linking with other services as requested or needed.
- Connect Center participants to the Coordinated Assessment and Referral System (CARS), the Coordinated Entry System (CES) for Monterey County.
- Weekly orientation meetings on-site.

All services to be provided in alignment with evidence-based practices, including Housing First, trauma-informed and client-centered and culturally-considerate services.

- Provide daytime program activities that include but are not limited to, the following:
 - o Access to daytime service providers.
 - o Life skills classes and workshops.
 - o Indoor and outdoor recreational activities.
 - o Educational and recreational supports for children and youth.
- Operator must agree to participate in the local Continuum of Care's Homeless
 Management Information System (HMIS) including requirements to collect and
 report an array of data pertaining to homelessness, including unduplicated counts, the
 use of services transactions, and the effectiveness of the local homeless assistance
 system.
- Coordinate and administer participant satisfaction surveys shortly following intake
 and every six months thereafter. Use feedback to improve services and participant
 care.
- Provide transportation to and from the SHARE Center and community services at regular intervals, 7 days a week.
- Coordinate the provision of 3 daily meals for participants. Food may be prepared on site or obtained pre-prepared from a meal vendor.
- Ensure on-site hygiene facilities (showers and toilets) are well-maintained and cleaned daily. will be provided on-site including toilets and showers. Provide toiletries to all participants.
- Provide newly laundered bedding upon entry to the SHARE Center for all new participants.

- Establish a storage policy that limits the amount and type of possessions participants may bring into the facility. On-site participant storage is limited.
- Ensure that participants personal items through security pest management strategies prior to entry. Manage the on-site refrigerated storage area and locked safe for participants with medication needs.
- The SHARE Center is a pet-friendly facility. Operator is responsible for developing and implementing pet-friendly practices, including allowing both pets and service animals and establishing rules governing their presence in the facility. Pets must be registered, and pet owners receive and sign a pet notice of responsibility.
- Engage and actively participate in the Coalition of Homeless Services Providers (CHSP), the CoC lead agency for Monterey and San Benito Counties.
- Regularly report to the City and County on bed availability, occupancy, results of participant surveys, waitlist demographics, and other information as requested.
- The City and County are currently exploring the potential addition of a small number of modular, non-congregate shelter units on a portion of the SHARE Center site. The operator will be encouraged to collaborate and participate in the discussion with the City and County regarding future operations and services for these units.

SERVICE GOALS

The Operator will strive to achieve the following target performance measures:

- Maintain a nightly bed occupancy rate of 90%.
- Assist 70% of participants to exit from the SHARE Center to permanent housing destinations.
- Ensure that 95% of participants exit to known destinations (and coordinate with the City of Salinas Street Outreach and Response Team (SORT) regarding any exits back to homelessness)
- Complete HMIS project data submissions within 72 hours of participant entries and exits for 100% of participants served.
- Maintain 100% of HMIS data completion rate for HMIS Universal Data Elements.

6. DESIRED QUALIFICATIONS

The City and County are seeking providers that have the following desired qualifications:

- Strong experience providing services to both single adults and families with children experiencing homelessness, including:
 - Experience in shelter operations. Proposed shelter manager must have at least 2 years of experience managing a shelter of comparable size and services.

- Track record of helping single adults and families with children to secure housing using a housing first approach.
- Experience working with people who are undocumented and successfully connecting them to available services and housing.
- o Understanding of and experience implementing Housing First, trauma-informed care, motivational interviewing, and other evidence-based models and practices.
- Robust agency bilingual capacity and commitment to hire bi-lingual and culturally diverse staff for the SHARE Center
- Demonstrate an adequate management and staffing structure and track record of success in recruiting and retaining staff.
- Current member of the Monterey/San Benito County Coalition of Homeless Services Providers or an equivalently similar organization and/or an explicit willingness to become a CHSP member.
- Knowledge of the CA-506 CoC's Lead Me Home Plan.
- Familiarity with the federal U.S. Department of Housing and Urban Development Emergency Solutions Program (ESG) and ability to comply with ESG program regulations.
- Demonstrated track record of positive collaborative relationships with inter-jurisdictional or public/private partnerships in operation of emergency shelter.
- Demonstrated track record of effectively working with the public and community stakeholders in addressing concerns relating to emergency shelter impacts.
- Experience with HMIS data systems, including data entry and reporting.

7. PROPOSAL REQUIREMENTS

Proposals may not exceed 20 pages in length, have at least 0.75 inches of margins and no less than 11 point font.

Proposals must be emailed with the subject "SHARE Center Proposal" by May 20, 2024 at 5:00 pm to:

Jacqueline Smith, Homeless Services Manager Housing Division, Community Development Department City of Salinas (831) 758-7061 housingwebmail@ci.salinas.ca.us

Mailed proposals will not be accepted.

- 1) Cover Letter (no more than 2 pages, but not included in total page count)
 - a. Submit a cover letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your organization to obligate your organization to perform the services and activities indicated in the proposal.

2) Organizational Contacts

- a. Organization Information
 - i. Name:
 - ii. Physical Address:
 - iii. Mailing Address:
 - iv. Phone Number:
 - v. Website:
 - vi. Social Media Links (if applicable):
 - vii. Type of Entity (sole proprietorship, partnership, non-profit, or corporation and whether public or private):
 - viii. Federal Tax ID Number:
- b. Primary Contact
 - i. Full Name:
 - ii. Title:
 - iii. Email Address:
 - iv. Mailing Address:
 - v. Phone Number:
- c. Alternate Contact
 - i. Full Name:
 - ii. Title:
 - iii. Email Address:
 - iv. Mailing Address:
 - v. Phone Number:

3) Organizational Experience

- a. Organizational history and mission.
- b. Describe how your organization meets the desired qualifications described in Section 6. Please be sure to address all items in the list.
- c. Describe any additional relevant organizational experience not addressed in the desired qualifications list.
- d. Detail all previous contracts with the either City of Salinas and County of Monterey and/or other government agencies in the last five years and describe organization's experience managing and accounting for public funding.

4) Proposed Approach to Scope of Work

Describe how you will provide the services listed in Section 5, including:

- a. 24/7 operations of the SHARE Center
- b. Services plan including the scope of services to be offered, hours of operation, description of the approach in working with participants, and inclusion of the Housing First model.
- c. Detailed explanation of housing related services to be offered, including housing navigation, documenting how participants will be assisted to secure housing upon exit from the SHARE Center.
- d. Plan for regional partnerships, including with CHSP and service provider partners.
- e. How you will develop and implement a plan for good relations with the

community surrounding the SHARE Center, and the community at large.

5A) Staffing and Management Plan

- a. An organization chart identifying key personnel, a brief resume on each individual (not included in the 20-page maximum but limited to two pages per person) that details education, certification, and licensing that pertains to their position and recent job duties relating to homeless services. If you will be hiring new staff, detail the education and certification needed for key staff.
- b. Staffing and management plan including hiring policy, training plan, and how you will support staff retention and avoid excessive staff turnover.
- c. Describe the methods proposed to promote peer support, community building and team building among SHARE Center participants and between participants and staff.
- d. Also state whether you can meet the performance targets described in Section 5. If, based on your experience, you would propose different targets, please explain what they are and why.

5B) Budget

- a. Provide an annual and 3-year operating budget in the required format (see Attachment A).
- b. Provide a budget narrative explaining rationale for all line items in the budget, and explaining the methodology for calculating year over year increases.
- c. Be sure to review all the activities in the scope as described in Section 5. The City and County expect the budget to include the costs of facility operations, support services, and direct participant expenses (i.e. rental assistance and move-in costs to help participants exit the SHARE Center).

6) Start-Up Project Schedule

a. Provide a start-up implementation timeline highlighting key activities and milestones from contract execution to full operation of the SHARE center. Include a discussion of where the project timeline may slip or is susceptible to delay if assumptions are not met relative to project task completion.

7) References

a. A reference list of navigation centers and emergency shelters that your organization has operated within the last five years. Information should include number of beds, key operational information, cost, agency/client name, and contact information (name, address, and phone number of the person who can verify the information and provide a reference).

8) Additional Information

- a. Any additional information not included in this RFP, but that your organization believes is pertinent to the proposal and important for the evaluation committee to review. Total page limit applies.
- 9) General Contract Requirements (not included in page limit)

- O Proof of Insurability. Provide a brief statement or certificate of insurance from an acceptable insurance company setting forth that insurance coverage as required in the attached sample contract, at a minimum, will be available at the time of commencement of the project. The City reserves the right to request additional insurance coverages and amounts through the final Agreement negotiated between the City and Consultant.
- Concurrence with contract provisions. Provide a brief statement that the proposer concurs with the provisions of the City's standard contract as attached to the RFP. Under certain circumstances, and subject to the discretion of the City, some provisions of the contract may be modified upon final contract negotiations with the Consultant.
- 10) Statements of Understanding Attach a completed Statements of Understanding (Attachment D). This does not count towards the page limit.

8. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated on the basis of the response to all provisions of this RFP. The maximum score is 100 total possible points. The following criteria will be used for evaluation and comparison of proposals submitted.

Section	Criteria	Points
Cover Letter and	Detailed and complete	5
Organizational Contacts		3
Organizational Experience	Applicant demonstrates all desired experience	15
Shelter Operations	Applicant proposes robust plan for operation of the SHARE Center, demonstrating understanding of the activities required in the Scope of Work and a strong staffing and management plan.	15
Shelter Services	Applicant proposes robust plan for supportive services, demonstrating understanding of all services required in the Scope of Work.	20
Budget	Costs are appropriate and budget is adequate to support the proposed activities	15
Community Partnerships and Engagement	Applicant demonstrates strong plan for working with partner	10

Section	Criteria	Points
	organizations and ensuring positive	
	relationships in the community.	
Program Outcomes	Applicant commits to meet the	
	proposed performance targets; or	10
	has provided acceptable alternative	10
	performance targets.	
References	References can verify information	
	provided and provide a positive	5
	reference	
Data and Reporting	Operator demonstrates that they	
	have the experience and knowledge	5
	to meet all data entry and reporting	5
	requirements.	
		100 Total

9. CITY PROCESS

A staff selection committee composed of City, County and Continuum of Care (CoC) staff will review and evaluate the submitted proposals based on the stated evaluation criteria. Staff will contact references for feedback concerning previous work. It is expected that one or more firms will be invited for an interview, however it is the quality of the proposals received that will determine who will be invited to take part in an interview process. The City reserves the right to forgo the interview process and proceed directly to selection of the preferred firm (or firms) in the event that a proposal is deemed superior in content.

The City retains the right to select the qualified finalists. The staff committee recommendation will be based upon the criteria set forth above. The City anticipates entering into an agreement with the selected firm(s) based on a negotiated fee and a negotiated scope of work. If an agreement on the fee cannot be reached, the City reserves the right to end negotiations and enter into negotiations with the next highest ranked consultant. The City Manager will consider the staff committee recommendation and award the contract for the negotiated final scope of work pursuant to the Municipal Code, which may also include consideration by the City Council.

The selected provider will enter into a separate agreement with the County of Monterey regarding County contributions to this project. County process, conditions, and a sample agreement can be provided upon request.

10. CONDITIONS AND RESPONSIBILITIES OF REQUEST

1. **General Conditions**. The City of Salinas reserves the right to (1) reject any or all responses, (2) postpone award of the contract for a period not to exceed sixty (60) days from the date replies are due, (3) waive informalities in the responses, and (4) take whatever action or make whatever decision it determines to be in the best interest of the

City. All proposals will remain in effect and legally binding for at least sixty (60) days from the date of submission. A contract agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Consultant.

The City reserves the right to request additional information from any and all prospective firms as deemed necessary by the City in order to evaluate the proposals. This process may not be used, however, as an opportunity to submit missing documentation or to make substantive revisions to the original proposal.

Consultant may withdraw its proposal at any time prior to the date and the time which is set forth herein as the deadline for submittal of proposals.

2. **Liability of Costs and Responsibility**. Consultant agrees that the preparation of all materials and presentation for submittal to the City is at the Consultant's sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by Consultant.

Consultant is responsible for making necessary investigations and examination of records. Failure to do so will not act to relieve any condition of the proposed agreement or the requirements set out in this RFP. It is mutually understood and agreed that the submission of a proposal shall be considered conclusive evidence that the Consultant has made such examinations and investigations. No request for modification of a proposal shall be considered after its submission on the grounds that the Consultant was not fully informed as to any fact or condition.

The Consultant shall be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The Consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

- 3. **Standard Agreement**. A sample professional services agreement is attached for the proponent's reference. It is the responsibility of the Consultant to be familiar with and accept the terms of this standard contract. In some instances, contract provisions can be modified after review and approval of the City during final contract negotiations. Overall, however, the provisions in this contract are those preferred by the City for the engagement of consulting services relating to this RFP. If any of the terms and conditions contained in the standard agreement are not agreeable, these should be identified specifically, otherwise it will be assumed that the Consultant is willing to enter into the agreement as it is written. Failure to identify contractual issues can be a basis for City to disqualify a Consultant.
- 4. **Insurance**. Consultant shall, throughout the duration of the project, maintain comprehensive general liability and property insurance covering all operations of Consultant, its agents and employees, performed in connection with the project in the amounts and in the types of coverages shown in the sample professional services agreement.

- 5. **Non-Discrimination/Non-Preferential Treatment.** Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City contracts.
- 6. **Rights to Submitted Materials.** All proposals and related correspondence, reports, charges, schedules, exhibits and other documentation submitted with the proposal will become the property of the City and a matter of public record. All documents submitted in response to this RFP will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to these disclosure requirements. Any information that a prospective consultant considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL; NOT PUBLIC RECORDS." During the selection process, the City will keep such information confidential and will not disclose it except as may be required under applicable law, including the California Public Records Act. This means that, depending on the nature or timing of the request, or future court decisions, that information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will make reasonable efforts to return this information to the Consultant if not selected. Budgets and cost proposals submitted by proposers shall not be considered confidential or proprietary and may be subject to disclosure.
- 7. **Prohibition of Gifts.** City staff and officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the Agency, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Consultant. To avoid even the appearance of impropriety, Proponents and Consultant should not offer any gifts or souvenirs, even of minimal value, to City officers or employees.

111. ATTACHMENTS

- A. Budget Template
- B. Site plan, floor plan, photos of the SHARE Center
- C. Agreement for Professional Services Template
- D. Statement of Understanding

ATTACHMENT A: BUDGET TABLE

	Year One	Year Two	Year Thre	3-Year Total
Dudget Line Here	rear One	real IWO	rear Tiffe	3-Year Total
Budget Line Item	2024-2025	2025-2026	2026-2027	2024-2027
Personnel				
List each staff position on a separate row (if there are				
multiple FTEs at the same salary level, they can all go on one				
row). Add rows as needed.				
Indicate whether staff are primarily responsible for				
operations, services, or administration				
Provide separate costs for benefits. If benefits rate is the				
same for all positions, it can be shown on one row.				
Subtotal Personnel				
SHARE Center Operations (non-personnel)				
Maintenance / Repairs for Shelter Facilities				
Security				
Insurance				
Utilities				
Food and Nutrition Cost				
Equipment				
Furnishing				
Operational Supplies				
Other (specify) - add rows as needed for additional items				
Subtotal Operations (non-personnel)				
Supportive Services (non-personnel) - including contracted serv	ices			
Transportation				
Educational Services				
Employment Assistance and Job Training				
Child Care Costs				
Legal Services & Meditation				
Mental Health Services				
Substance Abuse Treatement Services				
Emergency Health Services / Emergency Mental Health				
Outpatient Health Services				
Life Skills Training				
Other (specify) - add rows as needed for additional items				
Subtotal Services (non-personnel)				ļ
Direct Client Assistance				
Rental Assistance				
Move-In Assistance (security deposits, first and last, utility				
deposits, application fees, etc.)				
Other (specify) - add rows as needed for additional items				
Subtotal Direct Client Assistance				<u> </u>
Indirect Costs			1	•
Indirect Cost / Overhead				
Subtotal Indirect Costs				
Grand Total All Costs				

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND [CONSULTANT'S LEGAL NAME]



Contents

	ГАLS	
1.	Scope of Service.	
2.	Term; Completion Schedule.	
3.	Compensation.	
4.	Billing.	
5.	Meet & Confer.	. 5
6.	Additional Copies.	. 5
7.	Responsibility of Consultant	. 5
8.	Responsibility of City.	. 5
9.	Acceptance of Work Not a Release.	. 6
10.	Indemnification and Hold Harmless.	. 6
11.	Insurance.	. 6
12.	Access to Records.	. 6
13.	Non-Assignability.	. 6
14.	Changes to Scope of Work.	. 6
15.	Ownership of Documents.	. 7
16.	Termination.	. 7
17.	Compliance with Laws, Rules, and Regulations.	. 8
18.	Exhibits Incorporated.	. 8
19.	Independent Contractor.	. 8
20.	Integration and Entire Agreement.	. 8
21.	Jurisdiction and Venue.	. 8
22.	Severability	. 8
23.	Notices.	. 9
24.	Nondiscrimination	. 9
25.	Conflict of Interest.	. 9
26.	Headings.	10
27.	Attorneys' Fees	10
	Non-Exclusive Agreement.	
29.	Rights and Obligations Under Agreement.	10
30.	Licenses	10
31	Counterparts	10

	32. Legal Representation.	. 10
	33. Joint Representation.	. 10
	34. Warranty of Authority	. 10
	35. No Waiver of Rights.	
Εx	khibit A- Insurance Requirements	. 12
	whibit B- Scope of Service	

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND [EXACT LEGAL NAME]

This Agreement for Professional Services (the "Agreement" and/or "Contract") is made and entered into this ____ day of _____, 202_, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter "City"), and **[EXACT LEGAL NAME]**, a [California corporation/limited liability company/dba/etc.] (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that he, she, or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

- 1. <u>Scope of Service.</u> The project contemplated and the scope of Consultant's services are described in **Exhibit B**, attached hereto and incorporated herein by reference.
- **Term; Completion Schedule.** This Agreement shall commence on [XXX], and shall terminate on [XXX], unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.
- **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation of [or as set forth in **Exhibit B**]. The total amount of compensation to be paid under this Agreement shall not exceed [].
- 4. <u>Billing.</u> Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services cost or pertain:
 - (A) A brief description of services performed;
 - **(B)** The date the services were performed;
 - (C) The number of hours spent and by whom;
 - (D) A brief description of any costs incurred; and
 - **(E)** The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

- 5. <u>Meet & Confer.</u> Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.
- **6.** Additional Copies. If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.
- **Responsibility of Consultant.** By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.
- **Responsibility of City.** To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:
- (A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.
- **(B)** Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.
- (C) [City Manager Name], City Manager, or his designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall

have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

- **(D)** Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.
- **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. Indemnification and Hold Harmless.

Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder, including the performance of work of any of Consultant's subcontractors or agents, or Consultant's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

- 11. <u>Insurance.</u> Consultant shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in <u>Exhibit A</u> hereto.
- 12. Access to Records. Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.
- 13. <u>Non-Assignability.</u> It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.
- 14. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes.

Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Termination.

- (A) City shall have the authority to terminate this Agreement, upon ten days written notice to Consultant, as follows:
 - (1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or
 - (2) For any reason whatsoever.
- **(B)** Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in **Exhibit B** and/or Section 3 of this Agreement, except that:
 - (1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.
- (C) In the event that this Agreement is terminated by City for any reason, Consultant shall:
 - (1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and
 - (2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials

provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

- **(D)** In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.
- **(E)** The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.
- 17. <u>Compliance with Laws, Rules, and Regulations.</u> Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.
- **18.** Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.
- 19. <u>Independent Contractor.</u> It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.
- **20.** <u>Integration and Entire Agreement.</u> This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.
- **21.** <u>Jurisdiction and Venue.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.
- **22.** <u>Severability.</u> If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager City of Salinas 200 Lincoln Avenue Salinas, California 93901

With a copy to:

City Attorney City of Salinas 200 Lincoln Avenue Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

[Contact Information for Consultant including Title, Address, Email, and Phone #]

- (C) The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.
- (D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.
- **Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.
- 25. <u>Conflict of Interest.</u> Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to

terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

- **<u>Headings.</u>** The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.
- **Attorneys' Fees.** In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.
- **28.** <u>Non-Exclusive Agreement.</u> This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.
- **29.** Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
- **30.** <u>Licenses.</u> If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.
- 31. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- 32. <u>Legal Representation.</u> Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.
- **33. Joint Representation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.
- **34.** Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has

given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

35. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS	
Jim Pia	
Interim City Manager	
APPROVED AS TO FORM:	
☐ Christopher A. Callihan, City Attorney, o☐ Rhonda Combs, Assistant City Attorney	
CONSULTANT	
By (Printed Name): Its (Title):	

Exhibit A- Insurance Requirements

Insurance Requirements

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after Agreement completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- (A) Commercial General Liability ("CGL"): Insurance Services Office Form ("ISO") CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **(B) Automobile Liability:** ISO Form CA 0001 covering any auto, or if Consultant has no owned autos, hired and non-owned, with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- (C) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (D) Professional Liability (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate per policy period of one year.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Salinas requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, CG 11 85, or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement or the project described within this Agreement, the **Consultant's insurance coverage shall be primary coverage** at least as broad as ISO Form CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Salinas for all work performed by the Consultant, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared by Consultant to and approved by the City. At the option of the City, Consultant shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the consultant shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administrations, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

- 1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Agreement work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of work.
- 3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Dat*e prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of Agreement work.
- 4. A copy of the claims reporting requirements must be submitted to the City for review.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all sub-consultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from such sub-consultants and/or subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

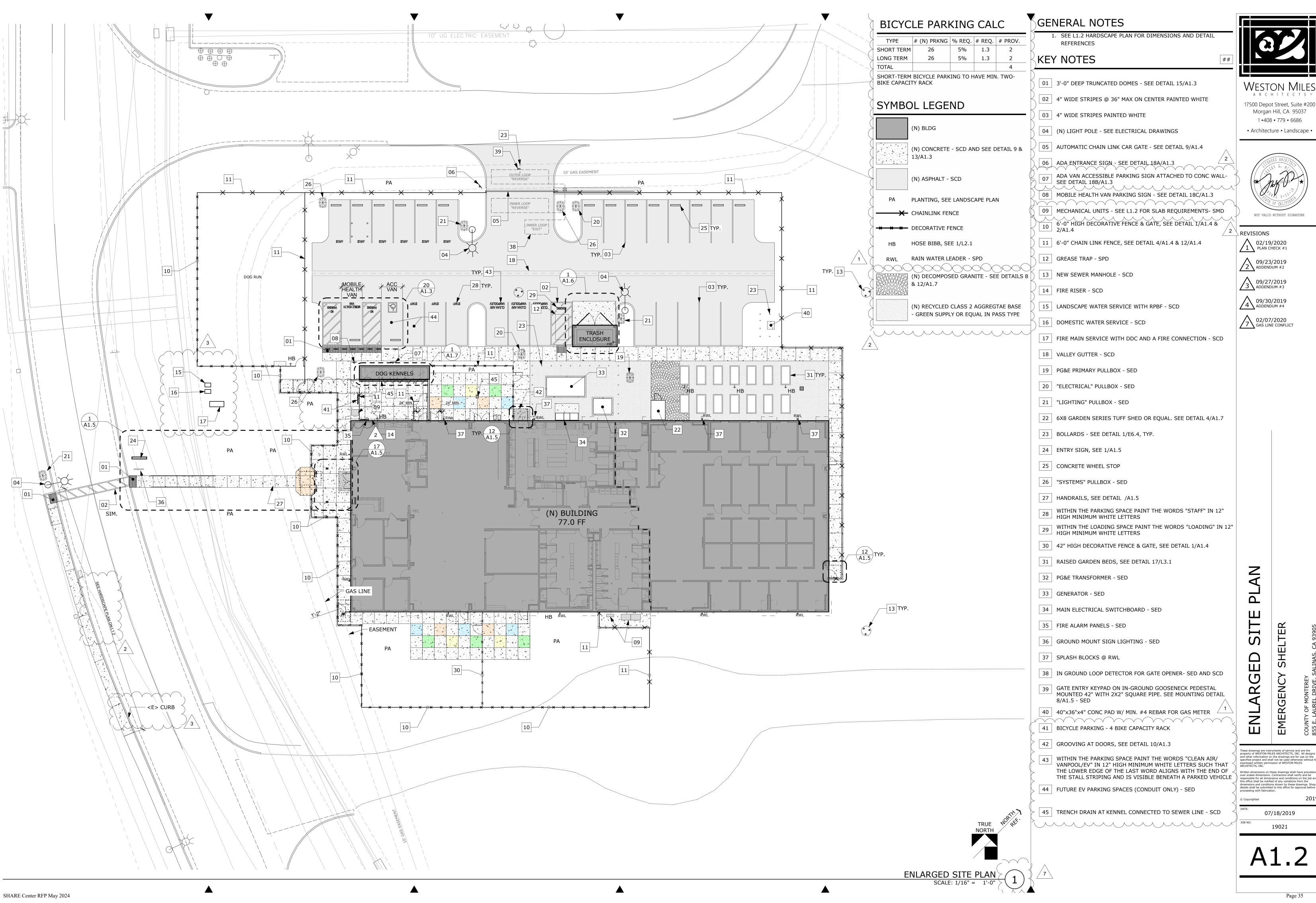
Maintenance of Insurance

Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

Exhibit B- Scope of Service

[Scope of Service; Compensation]





17500 Depot Street, Suite #200 Morgan Hill, CA 95037

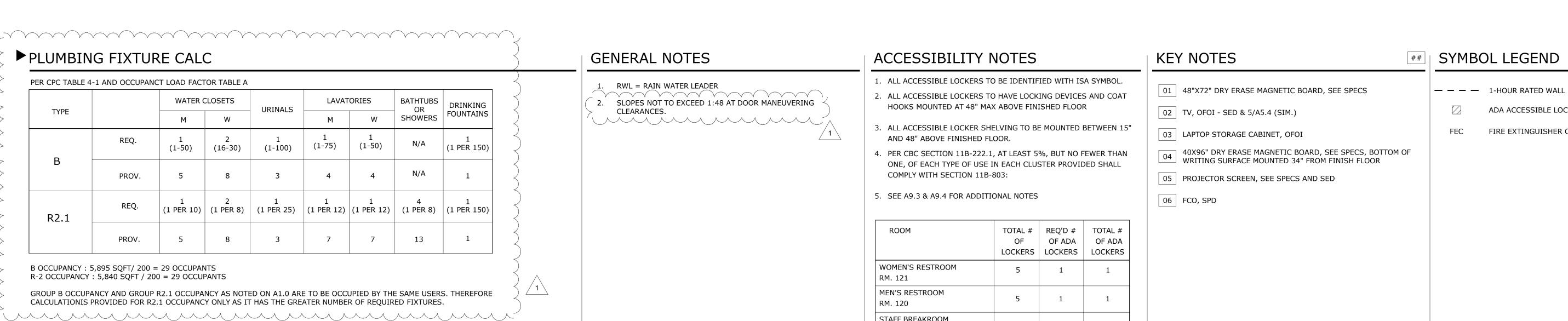


Written dimensions on these drawings shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and this office shall be notified of any variations from the dimensions and conditions shown by these drawings. Shop



STAFF BREAKROOM

RM. 113





ADA ACCESSIBLE LOCKER

FIRE EXTINGUISHER CABINET, SEE A2.5

These drawings are instruments of service and are the property of WESTON MILES ARCHITECTS, INC. All designs and other information on the drawings are for use on the specified project and shall not be used otherwise without the expressed written permission of WESTON MILES ARCHITECTS, INC. Written dimensions on these drawings shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and this office shall be notified of any variations from the dimensions and conditions shown by these drawings. Shop details shall be submitted to this office for approval before proceeding with fabrication.

17500 Depot Street, Suite #200 Morgan Hill, CA 95037

1 •408 • 779 • 6686

• Architecture • Landscape •

NOT VALID WITHOUT SIGNATURE

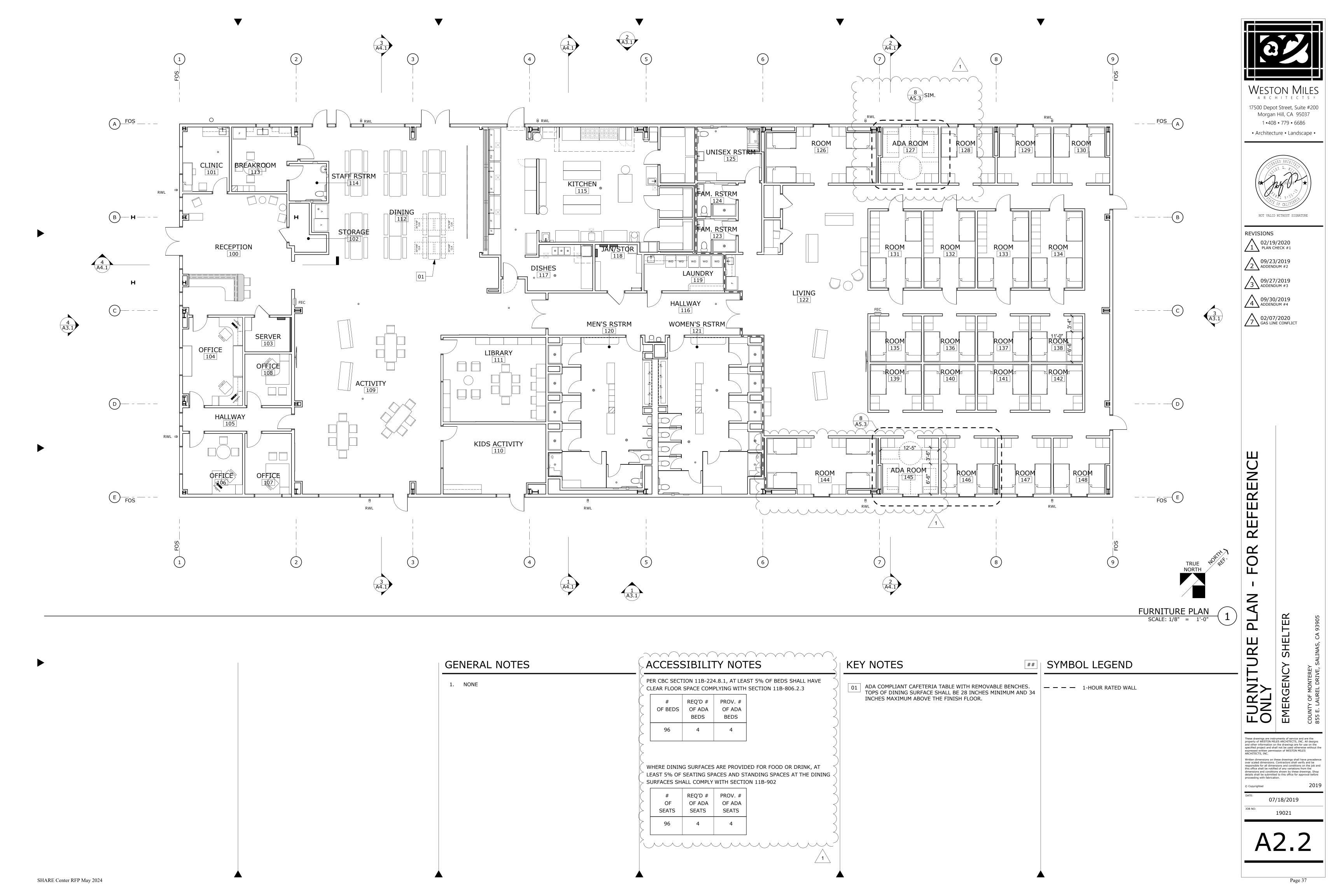
© Copyrighted

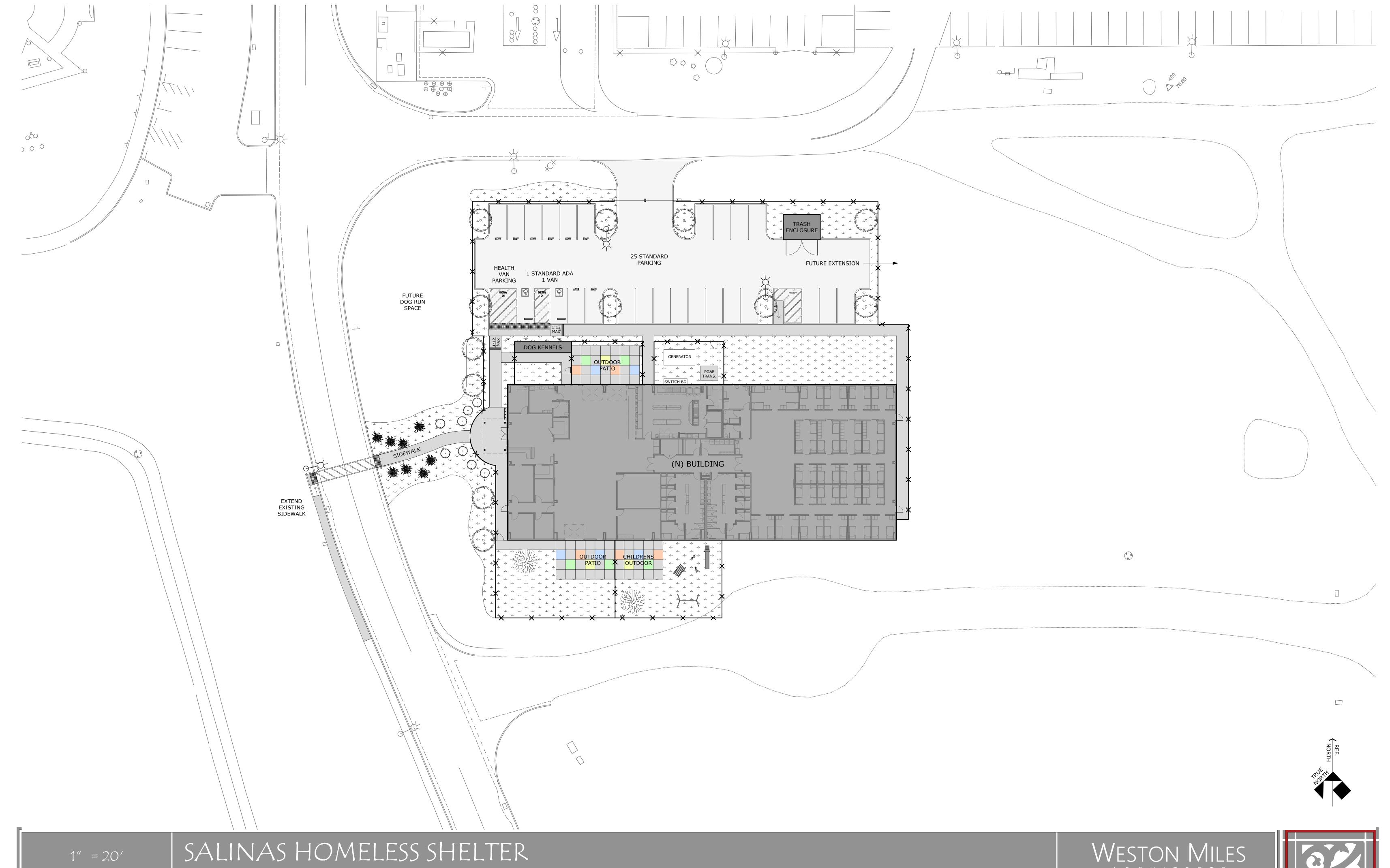
PLAN

FLOOR

07/18/2019 19021

SHARE Center RFP May 2024





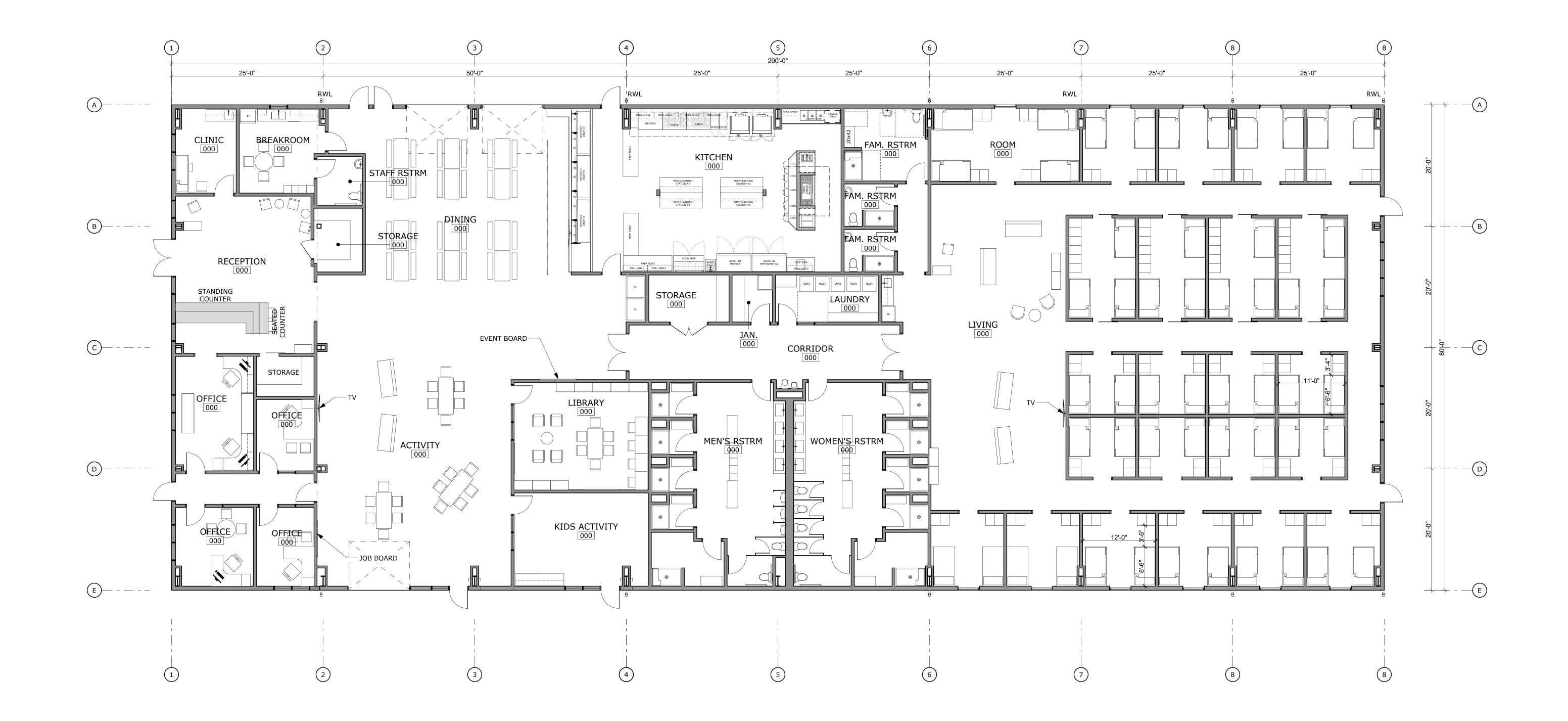
3/22/2019

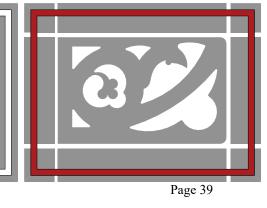
ENLARGED SITE PLAN

WESTON MILES

A R C H I T E C T S • Architecture • Landscape •



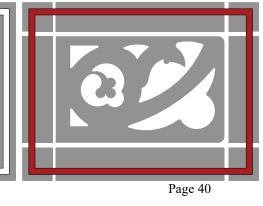




Weston Miles

• Architecture • Landscape •

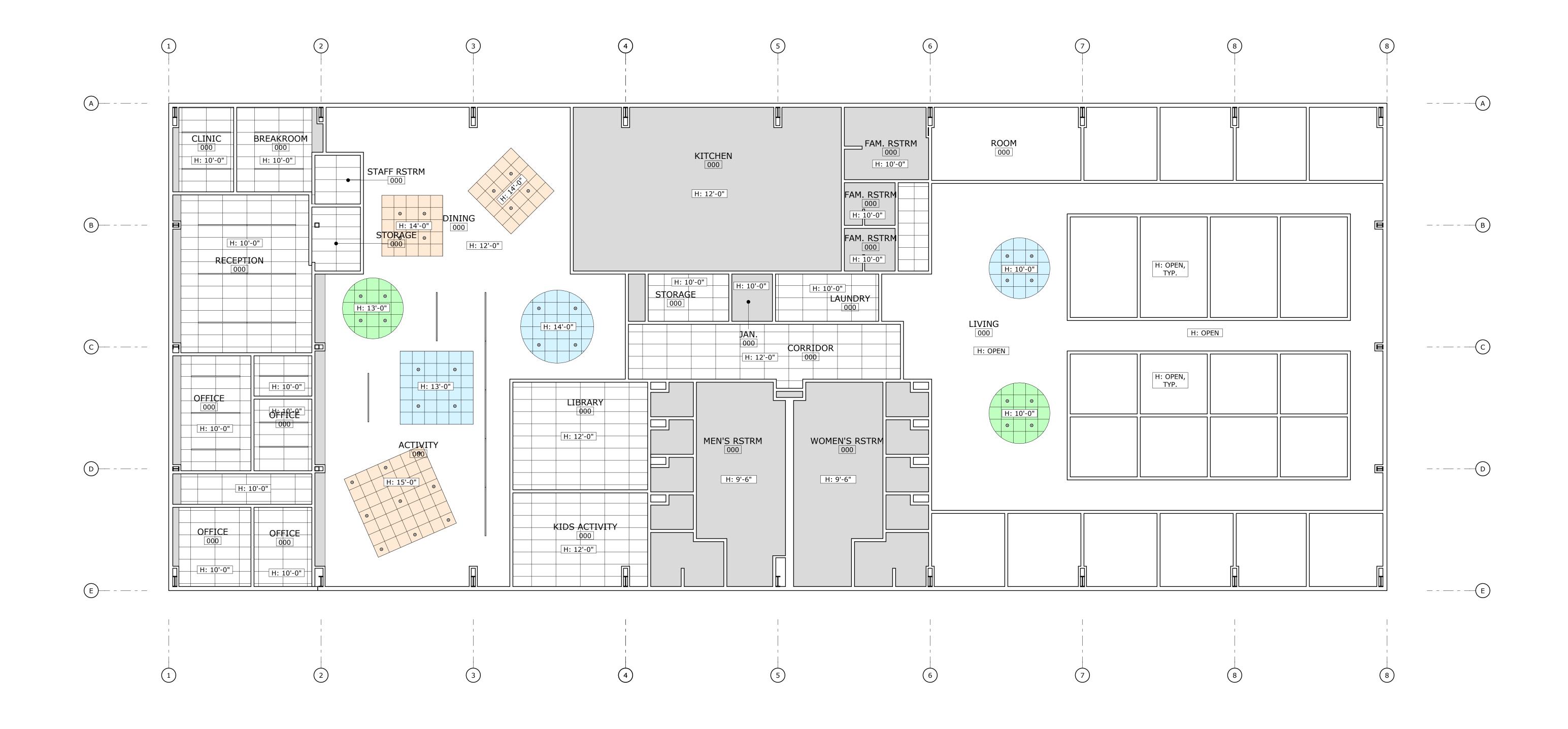


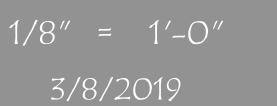


Weston Miles

• Architecture • Landscape •

1/8" = 1'-0"

















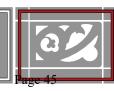




















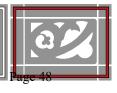






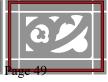






























Statements of Understanding

- a. Housing First: I, [insert full name and title], acknowledge [insert organization name] will provide low-barrier access to the SHARE Center without conditions and contingencies. SHARE Center client screening practices will ensure the acceptance of applicants regardless of sobriety or substance use, completion of treatment programs, or participation in services. No income requirements will be required for any service component of the program.
- b. Emergency Solutions Regulations: I, [insert full name and title], acknowledge that [insert organization name] will be following ESG operational and financial standards as a foundation for the operations of the SHARE regardless of funding stream.
- c. Non-Congregate Modular Shelter: I [insert full name and title), acknowledge that the City and County are exploring the addition of modular non-congregate shelter units to the SHARE Center site and that [insert organization name] would be open to collaborating in the discussion.
- d. Timeline: I, [insert full name and title], understand that [insert organization name] will be expected to execute and begin operation of the SHARE Center by September 2024.