

**SERVICES AGREEMENT (GENERAL)
Abode Services-Encampment Resolution Program**

City Agreement No. _____

City Budget Code: _____

This Services Agreement (General) for homeless outreach services (“**Agreement**”) by and between the City of Napa, a California charter city (“**City**”), and Abode Services Inc, a California non-profit corporation (“**Consultant**”), is effective on July 1, 2024.

RECITALS

A. The City desires to obtain the services more particularly described in this Agreement and Exhibit “A,” and generally including on site case management and program management of the day-to-day operations of the Motel 6 located at 3380 Solano Avenue in Napa (the “Site”) under the Encampment Resolution Program (the “Program”).

B. The City leases the Site from NAVI HAVELI, INC., a California corporation (d/b/a Napa Valley Redwood Inn Motel 6 Napa) (“Site Owner”) pursuant to that certain Occupancy Agreement by and between the City and Site Owner dated July 31, 2023 (“Occupancy Agreement”). The Occupancy Agreement is hereby incorporated herein by reference.

C. Abode Services was selected to be the primary homeless services provider by the Napa City-County Continuum of Care through a Request for Proposal process. Abode Services has been providing homeless services in the Napa County community since 2017.

D. The City has applied for and received funding allocations under the Encampment Resolution Grant program to operate the Site for 35 months to provide non-congregate sheltering and case management services to clients participating in the program.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant will perform the services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit “A”** and incorporated herein by reference (“**Services**”), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City’s authorized representative, Deputy City Manager (“**City’s Authorized Representative**”).

1.2. Standard of Care. In performing the Services, Consultant will meet or exceed the applicable standard of care for and exercise the degree of skill and diligence ordinarily used by reputable service providers within the greater San Francisco Bay Area who provide the same or similar type of services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due

care to the City. City reserves the right to approve or reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

1.6. Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the date and within any timeframes set forth in Exhibit "A." Services for which times for performance are not specified in this Agreement will be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction from the City's Authorized Representative. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.7. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant must promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed \$2,853,464 without prior written authorization from the City. If the City authorizes Consultant to perform services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum, the invoice must identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns its Vice President to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and

delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY: Molly Rattigan, Deputy City Manager
CITY OF NAPA
P.O. Box 660
NAPA, CA 94559-0660
mrattigan@cityofnapa.org

TO CONSULTANT: Kara Carnahan, Vice President of Programs
Abode Services
40849 Fremont Blvd.
Fremont, CA 94538
kcarnahan@abode.org

5. TERM. The term of this Agreement begins on the Effective Date, and ends on June 30, 2026, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. RIGHT TO TERMINATE. Either the City or Consultant may terminate this Agreement for convenience (with or without cause) by providing a 30 day written notice of termination. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement are subject to the claim presentment requirements in the Government Claims Act

(Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.2. Name and contact information of any witness;

9.3. Name and address of the injured or deceased person(s); and

9.4. Name and address of Consultant's insurance company.

10. INDEMNIFICATION. To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) and the Site Owner from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct nor will Consultant be obligated to indemnify the Site Owner for the proportionate share of the Liability caused by the Site Owner's active negligence, sole negligence, or willful misconduct. Consultant's

indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. INSURANCE. Without limiting Consultant's indemnification obligations in Section 10, Consultant will procure and maintain throughout the period of this Agreement the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

11.1. General Liability Policy. Commercial General Liability Insurance (CGL) at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of \$1,000,000 covering bodily injury and property damage; General Aggregate limit of \$2,000,000; Products and Completed Operations Aggregate limit of \$2,000,000 and Personal & Advertising Injury limit of \$2,000,000, written on an occurrence form. If the Services involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.2. Automobile Liability Policy. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles and all vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability.

11.3. Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code, and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.

11.4. Endorsements. The CGL and automobile liability policies will contain or be endorsed with the following provisions:

11.4.1. The City, its officers, elected or appointed officials, employees, volunteers, and agents as well as the Site Owner, and its officers, employees, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents or to the Site Owner, and its officers, employees, and agents.

11.4.2. The Consultant's insurance is primary and non-contributory with respect to all obligations assumed by Consultant pursuant to this Agreement or any other services provided. Any insurance carried by City or Site Owner shall not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

11.4.3. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

11.5. All Policies.

11.5.1. For all insurance policies required under this Agreement, prior to City's execution of this Agreement, Consultant will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the

insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.5.2. Any deductible or self-insured retention of \$100,000 or more will be disclosed to the City prior to City's execution of this Agreement and is subject to approval by the City.

11.5.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.

12. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Napa business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

[Signature page follows.]

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

15.2. Signatures; Electronic Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. The parties agree that this Agreement may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

CONSULTANT:
ABODE SERVICES, a California nonprofit corporation

By: _____
Steve Potter, City Manager

By: _____
Vivian Wan, Chief Executive Officer

By: _____
John Reiber, Chief Financial Officer

COUNTERSIGNED:

Erika Leahy, City Auditor

APPROVED AS TO FORM:

Sabrina Wolfson, Interim City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

1.0. SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

General Obligations/ Services

Consultant will participate fully with the City of Napa and the Napa City-County Continuum of Care participants to assist in continually building and maintaining a homeless response system to have a housing resolution orientation. This shall include focus on improving housing outcomes and providing high-quality non-congregate sheltering services with the goal of minimizing impact to the surrounding neighborhood and community.

As part of the collaborative process, Consultant shall do the following:

1. Provide services that are culturally competent, considering the ethnic, linguistic, and experiential needs of residents experiencing homelessness, residents experiencing chronic homelessness, and extremely low-income individuals and families; and individuals who have disabling conditions and/or experience with the criminal justice system.
2. Implement all programs/operate all sites utilizing the core principles of Housing First and Harm Reduction. This includes actively 'screening in' people with criminal justice histories and/or active substance use. Consultant shall not require abstinence for any potential or current clients.
3. Implement all programs/operate all sites in accordance with non-discrimination, fair housing, and equal access laws and regulations.
4. Implement all programs/operate all sites with safe and welcoming environments for all people experiencing homelessness, with attention to those who traditionally access shelter services less frequently such as people who identify as Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ), transition age youth, Veterans, undocumented individuals and families, and those experiencing symptoms related to their mental health disabilities.
5. Ensure accurate and timely data entry into the Homeless Management Information System (HMIS) in alignment with Napa Continuum of Care (CoC) HMIS Policies and Procedures Manual and written standards.
 - a. All encounters should be entered within 3 business days.
6. Prepare monthly reports, as requested by the City's Authorized Representative, that provide both output and outcome data.
7. Participate in regular meetings and forums such as the CoC, Point-in-Time (PIT) counts, and other community meetings.
8. Participate in regular meetings and forums such as the CoC, Housing Meeting, Homeless Response Partners meeting, and other community meetings at the request of the City of Napa
9. Receive referrals and prioritize people for services based on being in targeted encampments."
10. Provide clients access to housing and other services regardless of their criminal justice involvement history, so long as such access is in accordance with applicable federal, state, and local laws.
11. Provide services in a respectful and engaging manner.

Operating Non-Congregate Sheltering

General

Commencing on July 1, 2024 through June 30, 2026, Consultant shall operate a 54-unit non-congregate shelter at the Site on behalf of the City of Napa. Client referrals to the Site will be made by the City's Authorized Representative. One Client shall be assigned to each room, except for households approved by the City's Authorized Representative in writing. No more than 65 Clients shall reside on the Site at any one time. The City shall provide Consultant with a copy of the Occupancy Agreement, and Consultant shall operate the Site in accordance with the terms of the Occupancy Agreement and this Agreement. For purposes of this Exhibit "A," "Client" means a person who is enrolled in this program in the Homeless Management Information System.

Operational Procedures, Manuals, and Client Behavior Expectations

Consultant shall maintain written procedures and manuals for the operation of the Site designed to safeguard the health and safety of Clients, staff, and the surrounding community. All such written procedures and manuals shall be reviewed and approved by the City's Authorized Representative in writing prior to commencement of shelter operations on the Site. Any substantial subsequent changes to such approved written procedures and manuals shall also be subject to the prior written approval of the City's Authorized Representative. Consultant shall operate the Site in accordance with the approved written procedures and manuals.

Consultant shall maintain written Client agreements and community rules and standards for Clients residing at the Site. These agreements, rules, and standards shall consider what it means to be a good neighbor to the surrounding community. Consultant shall prepare written procedures for providing warning notices and program termination for those Clients in violation of their agreement, and community rules and standards. Clients shall have a grievance process. All agreements, rules, and standards shall be reviewed and approved by the City's Authorized Representative in writing prior to implementation.

Consultant shall train all Site staff on program operations and procedures to ensure the Site is operating in a safe and supportive manner. This includes creating and maintaining good relationships with neighboring properties and businesses.

Client Enrollment and Entry in Program

Clients shall be referred to the Program by the City's Authorized Representative in collaboration with the County of Napa and Consultant. Consultant shall coordinate transportation of Clients to the Site via the Abode Services Outreach Team. The day the Client arrives at the Site and is assigned a motel room shall be the Client's enrollment date in the Program. Consultant shall notify the City's Authorized Representative when a vacancy occurs.

Client Exits from Program

When a Client leaves the Program, Consultant shall update and exit the Client in the Homeless Management Information System within three days of the Client's departure from the Site. Consultant shall notify the City's Authorized Representative and the Motel 6 staff for the purposes of cleaning the room for turnover and identifying a new Client referral for the vacant unit.

Service Plans and Case Management

Consultant shall create an Individual Service Plan for each Client within 30 days of the Client's enrollment in the Program. The plan shall include steps necessary to ensure the Client exits the Program to permanent housing solutions as quickly as possible. Consultant shall provide all case management services in accordance with the Individual Service Plan.

CalAIM-Enhanced Case Management Provider

By July 31, 2024, Consultant shall begin enrolling eligible clients into the CalAIM program run by Consultant.

Staffing

Consultant will strive to provide a minimum of two staff on Site 24 hours a day, seven days a week. Consultant shall employ the following persons to provide Program services:

- **Director of Housing and Homeless Services:** The Director shall serve as the Program Director of the Program and be involved in administrative discussions and general oversight of the Program.
- **Associate Director:** The Associate Director shall serve as the Assistant Program Director of the Program and be involved in administrative discussions and general oversight of the Program.
- **Senior Program Manager:** The Senior Program Manager shall provide supervision and support of the Program Manager and participate in meetings with the City of Napa on Program operations.
- **Clinical Supervisor:** The Clinical Supervisor shall provide clinical support to staff on the mental health needs of the Clients on Site.
- **Program Manager :**The Program Manager shall manage the day-to-day operations of non-congregate sheltering, including the management of staff. The Program Manager shall regularly communicate program updates with the City’s Authorized Representative and shall be responsible for overseeing relationships with other contractors including onsite security, the onsite hotel maintenance manager, and food vendors. The Program Manager shall respond to complaints and other communications from the neighboring community and assist with resolving issues with Clients participating in the Program.
- **Program Coordinator:** The Program Coordinator shall provide day-to-day supervision of all Shelter Monitors; assist the Program Manager with operational duties; and oversee weekly room inspections.
- **Shelter Monitors :** The Shelter Monitors shall oversee day-to-day interactions with Clients, maintain the cleanliness of the office space, coordinate delivery of meals and other Client needs. Shelter Monitors shall assist Clients with accessing their rooms.
- **Service Coordinators:** Service Coordinators shall provide case management services to Clients participating in the Program, including the creation of and support in the implementation of an individualized service plan for each Client participating in the Program and supporting Clients in their successful stay in the Program. The City will provide funding for these positions in accordance with Exhibit B as some of the Service Coordinator time will be funded by the Cal-AIM Enhanced Case Management Program.

Security

The City will contract for the provision of two, unarmed security officers on Site 24 hours a day, seven days a week. The primary purpose of the security services shall be for the benefit of Consultant staff and Clients at the Site, and to ensure that only Consultant staff and Clients are accessing the Site. Secondly, security guards shall resolve low-level incidents on areas immediately adjacent to the Site. Security shall notify the Napa Police Department of issues as needed. Post orders will be established for the security officers that will be provided to Consultant by the City of Napa. Consultant shall provide daily oversight of the security officers while operating on site at the North Napa Center. Consultant shall report any concerns or issues with security officers to the City’s Authorized Representative.

Food

The City will contract for the provision of meal delivery services for up to two meals per day. A calendar will be developed by the City and provided to Consultant on a quarterly basis. Consultant shall coordinate meal delivery services with the City’s meal delivery service provider(s). The City will provide Consultant with a food budget, which Consultant shall use to provide snacks to clients, and breakfast meals to clients.

Storage

The City will provide funds (see Exhibit B) for Consultant to pay for private storage units leased by Clients to store personal belongings that cannot be stored in the Clients' rooms ("Storage Costs"). Consultant may use the Storage Costs funds to pay the monthly rental payment to the storage unit facility for the storage unit leased by any Client enrolled in the Program for as long as a Client is enrolled in the Program and for up to no more than 60 days after the Client exits the Program. After such time, the Client shall be solely responsible for paying the monthly rental payments to the storage unit facility for his or her leased storage unit and no Storage Costs Funds may be used for that purpose. With prior written permission of the City's Authorized Representative, Consultant may use the Storage Cost funds to purchase storage sheds for placement on the Site. Keys to access storage units should be maintained by the Clients, not Consultant.

Motel Room Cleanliness by Clients

Each Client is responsible for maintaining the cleanliness of their assigned motel room. Consultant shall stock and supply Clients with the necessary tools and supplies for Clients to clean their room. Consultant shall prepare cleanliness standards for Clients to follow. Consultant shall conduct bi-monthly (every other week) checks of each room to ensure that Clients are complying with the cleanliness standards. If a Client does not comply with the cleanliness standards, Consultant shall take actions identified within the developed standards.

Access to Rooms by Clients

Consultant shall maintain key card access to all client units at all times. Consultant shall not provide Clients with individual keys or independent access to their rooms. Staff on site shall provide Client's access to their assigned unit upon request.

Laundry Service

Consultant shall provide support for clients to complete their laundry in the onsite laundry room. Hours for the laundry room shall be posted.

Client Gap Funds

City shall provide a budget (see Exhibit B) to be used by Consultant to pay for those expenses incurred by Consultant to provide basic items to Clients to ensure their successful stay in the Program and assist them with transitioning to permanent housing ("Client Gap Funds"). Examples of eligible Client Gap Fund expenses include, but are not limited to clothing, medical devices, personal toiletries, hygiene products, paper products, cleaning supplies, laundry supplies, and security deposits for permanent housing units if no other funding source exists.

Program Supplies

City shall provide a budget (see Exhibit B) to be used by Consultant for the purchase of supplies necessary for the day-to-day operations of the 54 unit shelter ("Program Supplies"). Examples of eligible Program Supplies include, but are not limited to medication storage, food storage, personal protective equipment, sharps containers, way finding supplies, walkie talkies, and confidential document shredding service.

Partnering with Public Entities

Consultant shall maintain a system for public entity partners to notify the Consultant team of any issues or concerns regarding interactions with Clients participating in the Program. The Consultant shall maintain a secure and encrypted email account that allows local public safety organizations, City/County divisions, and other public service agencies to contact Consultant staff with concerns. Consultant staff should respond within 3 business days.

EXHIBIT "B"

COMPENSATION RATES AND CHARGES
July 1, 2024- June 30, 2026

1. AUTHORIZED ANNUAL PERSONNEL RATES:

Consultant will be compensated for time reasonably necessary to provide the Services based on the following position allocations, including leave times, subject to the not-to-exceed limit in Section 2.1 of the Agreement:

<u>Position:</u>	<u>Annual Personnel Maximum</u>
Director of Housing and Services	\$19,000
Associate Director	\$25,000
Clinical Supervisor	\$27,000
Senior Program Manager	\$32,000
Program Manager	\$196,000
Program Coordinator	\$155,000
Shelter Monitors	\$1,200,000
Service Coordinators	\$121,000
Data Administration Positions	\$12,500

2. AUTHORIZED EXPENSES AND RATES:

Consultant will be reimbursed for actual costs incurred to provide the Services only as set forth below and subject to the not-to-exceed limit in Section 2.1 of the Agreement. Consultant shall provide receipts or other documentation satisfactory to the City's Authorized Representative with each request for reimbursement of authorized expenses:

<u>Expense:</u>	<u>Reimbursement Rate:</u>	<u>Maximum Total:</u>
Employee Benefits	Actual Costs	\$441,464
Information Technology/HMIS	Actual Costs	\$25,000
Office Supplies	Actual Costs	\$15,000
Photocopy Lease	Actual Costs	\$4,500
Client Gap Funds	Actual Costs	\$85,000
Program Supplies/Start-Up Costs	Actual Costs	\$30,000
Recruitment/Staff Development	Actual Costs	\$15,000
Telephone	Actual Costs	\$10,000
Travel/Mileage	Actual Costs	\$15,000
Food	Actual Costs	\$75,000
Storage Costs	Actual Costs	\$50,000
Indirect Expenses	Actual Cost	\$300,000

The City's Authorized Representative may approve line-item budget adjustments in writing, subject to the not-to exceed limit in Section 2.1 of the Agreement.

EXHIBIT "C"

Funding Sources and Revenue Agreements

Funding Source Name	Type of Funding Source	CFDA #	Contractual Amount
Encampment Resolution Grant	State	N/A	\$2,853,464