



## Homeless Services Safe Parking Pilot Program

### Request for Proposals (Proposals)

R158093

Contact: Marita Wallace | mwallace@srcity.org

### **Summary**

The City of Santa Rosa (City) invites Proposals from qualified homeless services providers to operate a Safe Parking Pilot Program (Program), beginning in early 2022. The intent of the Program is to provide members of the community who are experiencing vehicular homelessness a place to safely park their vehicle or RV with direct access to basic services as well as wrap-around services targeted at ending their homelessness. Additionally, the Program is meant to lessen the impacts of homelessness on the broader community. The Program will be located in a portion of the City-owned parking lot at 55 Stony Point Road that serves the Utilities Field Office (UFO), Transit Operations Building, and Municipal Services Center North (see Appendix A – Site Plan).

### **I. BACKGROUND**

#### **A. Overview of Santa Rosa's Strategic Plan**

Homelessness is a major and growing concern for Santa Rosa and has been identified as one of the City Council's top priorities. City efforts are modeled on the evidence-based practices of Housing First which prioritizes the provision of permanent housing as the primary tool for ending homelessness in alignment with Federal, State, and regional policy. The overarching goal is to achieve "Functional Zero" homelessness in which a person's experience with homelessness is rare, brief, and non-recurring. To that end, the City is making strategic investments in five key initiative areas: 1) Day Services; 2) Street Outreach and Encampment Resolution; 3) Housing-Focused Emergency Shelter; 4) Housing Support; and 5) Community-Based Solutions. This strategy includes short-term interventions to address the immediate crisis at-hand such as emergency shelter or the proposed Safe Parking Pilot Program within the context of a Housing First model as well as longer-term housing-focused solutions. The City

also participates in regional efforts through the Continuum of Care (CoC), holding a seat on its Board and participating in committees to ensure alignment with a broader regional strategy to end homelessness.

In conjunction with Santa Rosa's strategic investments towards Housing-Focused Emergency Shelter, City Council directed staff to proceed with developing a program design for a 24/7-operated Safe Parking Pilot Program with up to 50 parking spots for individuals living in their vehicles/RVs in a portion of the City-owned parking lot at 55 Stony Point Road. City Council identified wrap-around services targeted at housing participants as a key component of the Program's design. Additionally, 24/7 supervision must be provided via the Operator and private security. Private security will be re-evaluated throughout the Program and may be reduced upon further evaluation of their effectiveness.

The full City Council meeting of June 22, 2021 is available here: <https://santa-rosa.legistar.com/Calendar.aspx>

## **B. Term and Funding Sources**

Approximately \$1.3 million has been identified for the initial one-year pilot period: \$315,000 from the City's Fiscal Year 2021/2022 budget plus \$1 million tentatively approved from one-time funds designated for homeless services. The City has identified approximately \$100,000 in one-time costs related to site improvements. The balance of funds, \$1.2 million is available for Program operations and wrap-around services. The selected Operator should be prepared to comply with local, State, and Federal funding requirements.

## **II. SCOPE OF WORK**

### **A. Population Served, Referrals, and Prioritization**

The Operator shall serve individual adults experiencing vehicular homelessness identified through the Homeless Outreach Services Team (HOST) and referred to the Homeless Encampment Assistance Program (HEAP). The Operator will be responsible for coordinating with the HOST and HEAP to enroll identified individuals for the Program.

### **B. Description of Services**

Operator will implement the following best practices in accordance with the Housing First approach to provide low barrier, wrap-around services. For the purpose of this RFP, wrap-around-services are defined as a team-based approach to service and support planning by providing comprehensive service delivery through individualized action plans. These services are determined through case management and may include, but is not limited to, community referrals, financial planning, and housing search.

Site/Program Management: Provide coordination and oversight of 24/7 day-to-day operations within the designated Program footprint (see Appendix A- Site Plan) including:

- Procurement of goods and services related to Program operation per attached Site Plan (e.g., laundry service, mobile showers, sanitary facilities, meals, security services, fencing, disposal of RV waste, etc.).
- Maintenance of the site’s facilities and services such as sanitary facilities, cleaning, garbage, and other like activities (i.e., Compliance with fire, life safety, and environmental regulations).
- Convening a weekly meeting for participants, and addressing any issues as they arise including facilities issues, conflict resolution, and service needs.
- Intake of participants and coordination of services for participants.

Case Management: Provide or subcontract for intensive case management services through 1) Triage; 2) Caseload Number; 3) Case Notes; 4) Case Management Role(s) (e.g., Navigation, Stability, etc.); 5) Methodology (e.g. Trauma Informed Care, Transition of Care); and 6) Duration in Program.

Housing Support: Enroll participants in Coordinated Entry and referral to housing navigation services which focus on housing placement as well as connection to public benefit programs, health, mental health and drug treatment services, and job training or employment opportunities, including coordinating these supports and case management services with the Sonoma County Department of Health Services Interdepartmental Multi-Disciplinary Team (IMDT). The IMDT will be available for services to those eligible for IMDT support and as IMDT’s program capacity allows.

**C. General Service Requirements and Expectations**

1. Create and implement COVID-19 protocols, consistent with state, county and any applicable City recommendations and requirements.
2. Create and implement Program Rules to include Code of Conduct and/or “Good Neighbor” policy, guest and pet policies; and Grievance Procedure.
3. Coordinate with City: Communicate regularly, but no less than once per week, with appropriate City staff to inform them of progress and activities. Address any issues raised by the City in a timely manner.
4. Provide an evacuation plan and coordinate with City staff in the event of Emergency Operation Center (EOC) activation.
5. The Operator will make themselves available to the public by phone, email and face-to-face meetings and promptly respond when requested by the City for questions,

comments, and concerns associated with Program operations and the Scope of Services.

6. Provide or contract for translation services (primarily Spanish) as needed to provide necessary public outreach and engagement and service delivery.

**D. Reporting Requirements**

Operator will submit comprehensive monthly reports to the City by the 15<sup>th</sup> day of the month which document the activities of the previous month. Reports may also include accomplishments and challenges encountered by the Operator, and must include summary measures such as:

- i) Description of the work undertaken in the reporting period including:
  - (1) Information on outreach efforts including the number and type of groups or individuals engaged.
  - (2) Number of individuals enrolled in the Program;
  - (3) Number of individuals exited the Program and destination (i.e. other shelter/temporary housing, housing, return to street, unknown);
  - (4) Description of wrap-around services provided; and
- ii) Any other data requested by the City that will assist them in evaluating the effectiveness of the Operator.
- b) Operator must keep all records for a minimum of five (5) years, or longer if required by State or federal regulations.
- c) Operator agrees to meet the requirements of and participate in the evaluation program and management information systems of the City and those of the Continuum of Care’s Homeless Management Information System (HMIS).

**E. City Requirements**

Program Operator shall comply with all applicable federal, state and local law and regulation, including, without limitation compliance with the specific ADA, Fire, and Water specifications set forth in Appendix C, as the same may be amended from time to time.

**IV. PROPOSAL SUBMISSION REQUIREMENTS**

**A. Schedule**

RFP Issued	September 10, 2021
Pre-Proposal Conference	September 23, 2021
RFP Questions Deadline	September 28, 2021, 1:00 p.m.
RFP Answers and Clarifications Published	October 1, 2021
<b>Proposals Due</b>	October 8, 2021, 5:00 p.m.
Recommendations to City Council	November 30, 2021
Pilot Program Commences	January 2022

## **B. Pre-Proposal Conference Time and Location**

Proposers are invited to attend the optional pre-proposal conference that is scheduled to be held on **Thursday, September 23<sup>rd</sup>** at 5:00 p.m. To attend this meeting, join at <https://srcity.org/zoom.us/j/83660208518?pwd=dIZpK3B3eTFsR0k0ZHZoMkxWUnZsQT09>. To call in by phone, dial +16692192599; meeting ID: 836 6020 8518#.

A recording of the clarifications raised in the pre-proposal conference, questions and answers pertaining to this RFP will be posted here <https://srcity.org//SafeParking> and the City's PlanetBids page. Following the Pre-Proposal Conference, Proposers are required to submit all questions through PlanetBids by **1:00pm on September 28, 2021**.

It is the responsibility of each Proposer to check for any RFP addendums, question and answer postings, and other updates posted regarding this RFP.

## **C. Time and Place for Submission of Proposals**

Proposals, including all related materials must be received by **October 8, 2021, 5:00pm**.

### **I. Electronic Proposal**

Proposers will submit one electronic PDF file to the City's PlanetBids site. Using the proposed template (Appendix B).

## **D. Proposal Submission Format**

Proposers must submit a proposal following the provided template (Appendix B) in the order and format specified. This is necessary so that all Proposals may receive fair and consistent evaluation. Proposals that do not follow the required format will not be considered. Information must be at a level of detail that enable effective evaluation.

## **III. OPERATOR SELECTION**

### **A. Minimum Qualifications/Completeness**

Each Proposer must clearly demonstrate that it meets the Minimum Qualifications to be considered for evaluation. This includes 501(c)(3) tax-exempt non-profit status and the ability to comply with the Program Delivery set forth in the Proposer Template (Appendix B).

The Minimum Qualifications determination will be based on the information submitted by the Proposer. Insufficient or incomplete information will result in a Proposal being considered non-responsive. Any Proposal that does not demonstrate meeting the Minimum Qualifications for which it is applying will be issued a notice of non-responsiveness and will not be evaluated or eligible for RFP.

The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications. Clarifications are limited exchanges between the City and Proposer and will not provide an opportunity to revise or modify the Proposal.

**B. Proposal Evaluation**

The City intends to award agreements to Proposals that it determines will provide the best overall program services within a reasonable pricing structure and prescribed timeline. Staff reserves the right to reject all proposals, or any Proposal that is not responsive to the RFP. The City intends to evaluate the Proposal objectively in accordance with the criteria below.

<b>Criteria</b>	<b>Maximum Points</b>
Clearly demonstrates the experience providing responsive services in alignment with the Housing First model.	20
Proven ability managing third party providers for management of homeless services.	20
Delivery of wrap-around services, either directly as the Operator or via a subcontractor, including challenges and mitigation strategies.	20
Proven ability in delivering accurate data in compliance with reporting requirements.	10
Demonstrates financial reasonability through allocation of resources in the budget template.	10
Budget narrative is clear, thorough, and provides justification for all budget line items, including indirect.	10
Other	10
<b>TOTAL</b>	<b>100</b>

“Other” may include the completeness and quality of proposal, quality of reference materials, alignment with Council Goals, and any other factors the evaluation committee deems relevant.

**IV. General Requirements**

Contracts for services will be between the Operator and the City. Proposers must be willing to accept the terms of City’s Standard Agreement (attached hereto as Appendix D) and to provide the insurance required by the City.

All proposals submitted are subject to disclosure under the California Public Records Act. Where Proposer desires to claim portions of its proposal exempt from disclosure they must be clearly labeled "confidential". The City will make final decisions concerning release based on applicable law. Assertions by a Proposer that the entire proposal or large portions are confidential will not be honored.

In its sole discretion, the City reserves the right to reject any or all proposals received, to amend, modify, reject, negotiate or accept any portion of proposal(s) received, to waive any irregularities or informalities in the proposal process and/or to contract with multiple Proposers.

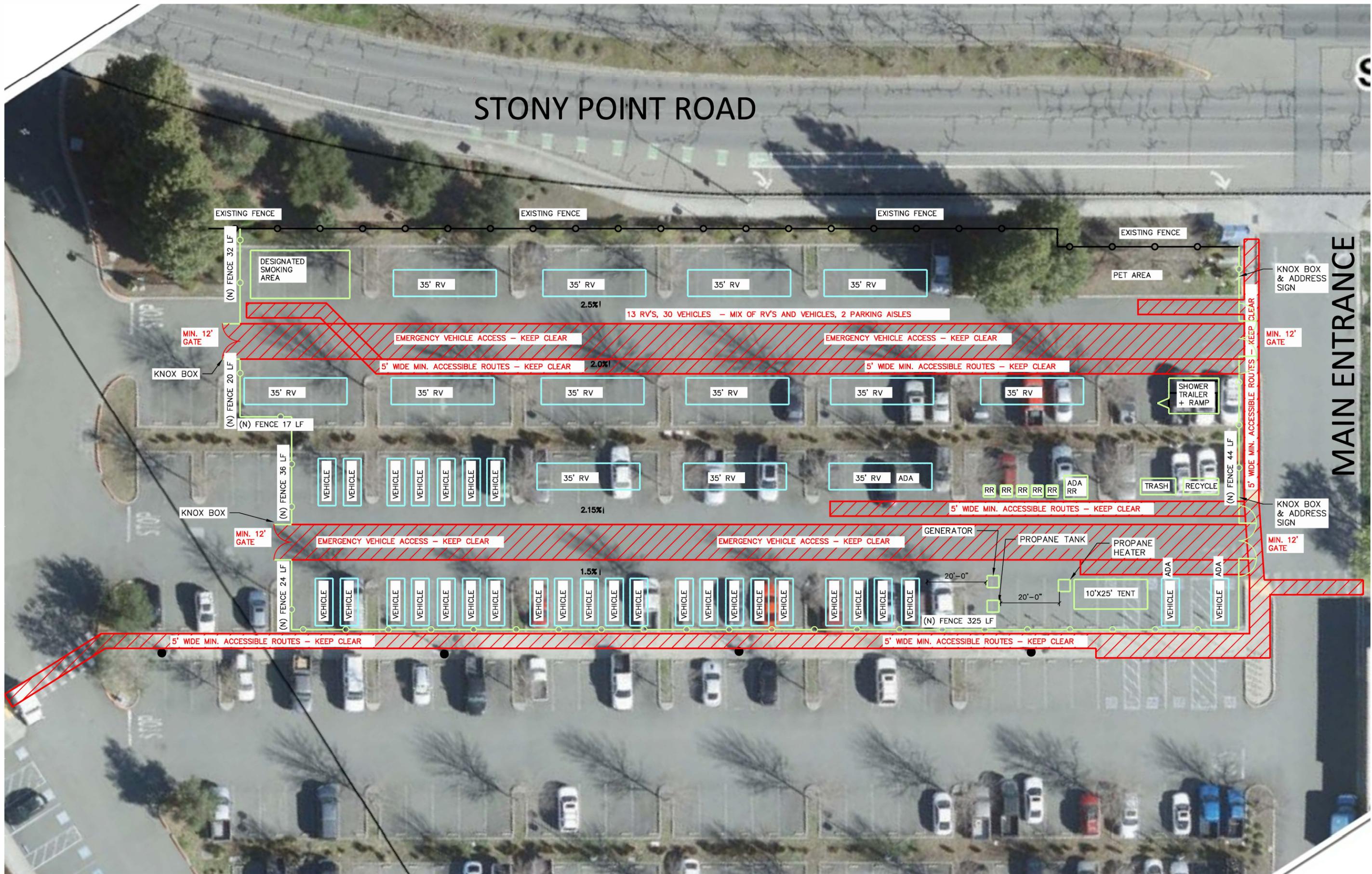
**Attachments:**

Appendix A: Site Plan

Appendix B: Proposer Template

Appendix C: City Requirements

Appendix D: City Agreement



# STONY POINT ROAD

MAIN ENTRANCE

## SAFE PARKING PROGRAM AT MSCN/UFO LOT - SKETCH 4C

8/9/2021

SCALE: 1"=30' FOR 11X17 PRINT

\*The Site Plan (Appendix A) allows for 43 vehicles/RVs (13 RVs and 30 vehicles), adjustments may be proposed, as long as it does not exceed the overall occupancy and complies with City specifications.

**APPENDIX B: PROPOSER TEMPLATE  
SAFE PARKING PILOT PROGRAM**

**1. Proposer Information**

<b>Agency Name</b>			
<b>Agency Mission</b>			
<b>Federal ID#</b>		Non-profit organization must have achieved or expect to achieve IRS Section 501(c)(3) tax-exempt non-profit status and California Revenue and Taxation Code tax-exempt non-profit status before entering into any future contract with the City.	
<b>Address</b>			
<b>Contact Name</b>			
<b>Contact Phone</b>		<b>Contact Email</b>	
<b>Site Type</b>	<input type="checkbox"/> Safe Parking		
<b>Timeline</b>	<input type="checkbox"/> Capacity to implement Program by January, 2022		

**2. Organizational Capability and Experience**

2.1 Describe agency's experience, organizational capability, and infrastructure to deliver the services, as described in this RFP.

2.2 Describe the agency's experience working with the served population and diverse individuals. Include the types of training that staff has received around racial equity, cultural humility, and strengths-based service delivery.

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**2.3 Describe the agency’s experience in integrating the principles of Santa Rosa’s Strategic Plan, such as, but not limited to, Housing First, harm reduction and trauma-informed care into service delivery that describes how it is qualified to provide the services.**

**3. Description of Services**

<p><b>Program Delivery</b> <i>Mark all that apply</i></p>	<p><input type="checkbox"/> <b>Direct or subcontracted Site/Program Management</b> (if subcontracted list all potential subcontractor names)</p> <p><input type="checkbox"/> <b>Direct or subcontracted Case Management Services</b> (if subcontracted list all potential subcontractor names)</p> <p><input type="checkbox"/> <b>Direct or subcontracted Janitorial</b> (if subcontracted list all potential subcontractor names)</p> <p><input type="checkbox"/> <b>Direct or subcontracted Security</b> (if subcontracted list all potential subcontractor names)</p> <p><input type="checkbox"/> <b>Direct or subcontracted Laundry</b> (if subcontracted list all potential subcontractor names)</p> <p><input type="checkbox"/> <b>Direct or subcontracted Meals</b> (if subcontracted list all potential subcontractor names)</p>
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<p><b>Program Structure</b> <i>Mark all that apply.</i></p> <p>Please submit any relevant materials as a reference for this RFP, demonstrating ability to draft program procedures.</p>	<p><input type="checkbox"/> <b>Program Rules and Regulations</b> (<i>including, Code of Conduct, Good Neighbor, guest and pet policies; and Grievance Procedure.</i>)</p> <p><input type="checkbox"/> <b>COVID-19 Protocols and Procedures</b></p> <p><input type="checkbox"/> <b>Evacuation Plan</b> (<i>ability to coordinate with City staff in the event of Emergency Operation Center (EOC) activation.</i>)</p> <p><input type="checkbox"/> <b>Language Services</b></p> <p><input type="checkbox"/> <b>Compliance with City Requirements</b> (<i>see Appendix D</i>)</p> <p><input type="checkbox"/> <b>Reporting Requirements</b></p>
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**3.1 Describe the agency’s plan to provide the services as described in the RFP. Make note of any challenges and barriers that may arise; and how the agency plans to mitigate**

**APPENDIX B: PROPOSER TEMPLATE  
SAFE PARKING PILOT PROGRAM**

such issues that demonstrates it is qualified to provide the services. *Please include how the agency plans to execute the Site Plan (Appendix A) \**

\*The Site Plan (Appendix A) allows for 43 vehicles/RVs (13 RVS and 30 vehicles), adjustments may be proposed, as long as it does not exceed the overall occupancy and complies with City specifications.

**3.2 Describe agency’s proposed staffing structure, including brief job descriptions, qualifications, and training that demonstrates it is qualified to provide the services. Please include a detailed description of Case Management roles as they meet the requirements as described in this RFP.**

**3.3 Complete the Operating Budget below. This is a sample budget. Proposers may make edits so long as the budget is complete and responsive. Proposers should submit budgets for two Program models: operating with wrap-around services and operating without wrap-around services. Wrap-around services are defined in the RFP under Scope of Work.**

<b>Safe Parking Operating Budget</b>	
<b>Salaries and Benefits</b>	<b>\$</b>
<b>Food Management</b>	<b>\$</b>
<b>Indirect Costs</b>	<b>\$</b>
<b>Telecommunications</b>	<b>\$</b>
<b>Supplies</b>	<b>\$</b>
<b>Storage</b>	<b>\$</b>
<b>Insurance</b>	<b>\$</b>
<b>Miscellaneous Expenses</b>	<b>\$</b>
<b>Sanitary Services</b> (Portable toilets, handwashing stations, shower facility)	<b>\$</b>
<b>Laundry Services</b>	<b>\$</b>
<b>Site Costs</b> (Fencing, staff tent, etc.)	<b>\$</b>
<b>Security</b>	<b>\$</b>
<b>Contingency</b>	<b>\$</b>

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**3.4 Submit a comprehensive budget narrative.** *Narrative should include detail on two Program models (operating with wrap-around services and operating without wrap-around services as well as a detailed description on how the Agency plans for the use of indirect funds.*

**Certifications**

The proposal shall be signed by an individual authorized to execute legal documents on behalf of the Proposer. Failure to provide all required submittals may results in a proposal being found non-responsive and not given consideration.

I understand that the City reserves the right to modify agreement requirements at the time of funding and/or during the agreement negotiations; that an agreement may be negotiated for a portion of the amount requested; that funding sources are subject to change; and that there is no agreement until a written grant/contract has been signed by both parties and approved by all applicable City agencies.

Signature of authorized representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

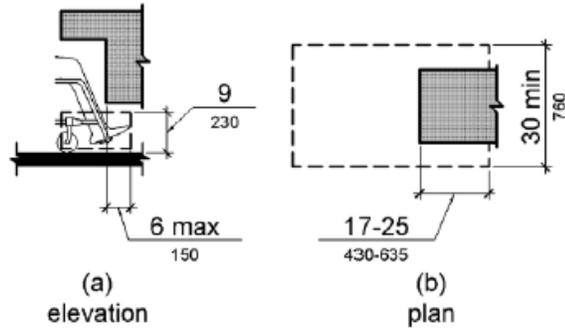
## **APPENDIX C: CITY REQUIREMENTS SAFE PARKING PILOT PROGRAM**

### **ADA specifications:**

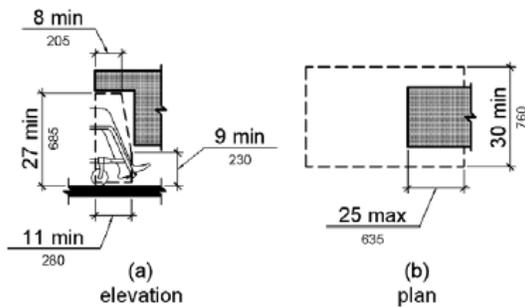
Program Operator shall provide accessibility for persons with disabilities to the greatest extent feasible in compliance with the 2019 California Building Code Chapter 11B and the 2010 ADA Standards for Accessible Design, which shall include, but is not limited to:

- Provide 1 accessible RV/Trailer parking space for every 25 RV/Trailer parking spaces available. The accessible RV/Trailer parking space shall be located nearest program services and accessible routes of travel. The space shall be on level ground and have a minimum of 8' of clearance on the passenger loading side for use of a ramp and shall have clearance to access accessible routes.
- Provide 1 accessible vehicle parking space for every 25 vehicles. The accessible vehicle parking space shall be located nearest program services and accessible routes of travel. At least one accessible vehicle space shall be on level ground and have a minimum of 8' of clearance on the passenger loading side for use of a ramp and shall have clearance to access accessible routes. Additional accessible parking spaces thereafter shall have a minimum of 5' of clearance on either side of the vehicle and shall have clearance to access accessible routes.
  - Note: if program is full and only accessible parking spaces are available, the accessible parking spaces may be utilized for persons without disabilities; however, persons without disabilities may be required to relocate if circumstances change to accommodate persons with disabilities as needed.
- A minimum of 5% of the portable sanitary facilities must be accessible to persons with disabilities and located on level ground and accessed by an accessible route.
- Trash/recycle receptacles must be located adjacent to an accessible route and be maximum 4 feet high to the receptacle opening.
- Pet waste bag dispensers must be located adjacent to an accessible route and the dispenser must be a maximum of 4 feet high to controls.
- Utilization of tables to serve meals, drinks, etc. must be a maximum of 34 inches high and accessed from an accessible route.
- If tables are utilized for dining, a minimum of 5% must be accessed from an accessible route and accessible for wheelchair users by placing them on level ground, having a maximum of 34 inches high to table top and providing knee and toe clearances:
  - Toe Clearance:

## APPENDIX C: CITY REQUIREMENTS SAFE PARKING PILOT PROGRAM



- Knee clearance:



- Where temporary fencing is placed adjacent to an accessible route, provide a min. 6" high cane detectable warning curb where fencing supports protrude from the fence:
  - Example:



### Fire Specifications:

- Based on the size of the sites and proximity to accessible access roads, fire department should be provided down the mail isle of at least 20'.
- Fenced safe parking areas that house 50 or more shall provide minimum two access points a minimum of ½ the overall diagonal distance from each other. The access

**APPENDIX C: CITY REQUIREMENTS  
SAFE PARKING PILOT PROGRAM**

point(s) to the fenced encampment shall be reviewed and approved by both Fire and Police.

- Fire Extinguishers shall be placed so that one is accessible every 75ft of walking distance. A minimum rating of 2A10BC will be required. It is recommended that the extinguishers be mounted to post and secured to a bucket of concrete.
- Any membrane structures (tents or canopies) that are erected for uses such as gathering and or feeding of 10 or more people or are greater than 400 sq ft shall comply with fire department requirements.
- Any propane use that is proposed for use at the site shall comply with fire department requirements and requires an operational permit from the Fire Department.
- No open burning is permitted.
- If generators or other internal combustion engines are authorized to be on site, they shall be a minimum of 20 feet from all membrane structures.
- If smoking is authorized, an approved designated location shall be established and approved by the fire department.
- Isles shall be established to achieve social distancing and provide access for fire department hose lines and or patient gurneys.
- An address will need to be established for the location and provided on the perimeter fence. The address shall be 12" and contrasting in color. We recommend that a reflective sign be used and placed where it will be illuminated. Parking space addressing shall be established, and an overall complex map provided at the entrance.
- The access points to the fenced encampment should be reviewed and approved by Fire and Police.
- Need to provide provisions for onsite medical treatment/care. A medical Plan will need to be provided.
- Please provide a 24-emergency contact phone number and contact information for 24hr site security.
- No accumulation of trash or combustible debris on the grounds. There shall be appropriate waste containers with pickups provided.
- Consultation with the fire department shall be made if the safe parking will be in place for longer than 180 days. There are California Fire Code regulations on temporary use of propane and tents. Depending on the duration of the services provided, we may move this to an annual operating permit and inspection process.

**Water Specifications:**

- Contractor shall be compliant pursuant to City of Santa Rosa Ordinance Number 3272 (also known as the Storm Water Ordinance) and in accordance with the most current National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems (<https://srcity.org/1151/Storm-Water>).

**APPENDIX C: CITY REQUIREMENTS**  
**SAFE PARKING PILOT PROGRAM**

- Contractor shall have a spill kit on-site and available to clean up spills right away. Use dry cleanup methods only (i.e. broom or vacuum). Clean up wet or oily spots with rags and absorbent.
- Portable Toilets and hand wash stations:
  - Develop plan with septic waste hauler / pumper truck to ensure that porta-potty containment trays are provided and serviced for each unit during EACH visit and that there is no standing water in the trays.
- General Housekeeping:
  - Check and clean outside areas regularly.
  - Keep all areas swept and clean of debris, trash, and cigarette butts.
  - Protect storm drain catch basins with appropriately configured Best Management Practices to prevent potential pollutants such as trash, vehicle drips, oil, and any other impacts from entering the storm drain system. Keep catch basin throats open to prevent flooding.
  - Ensure Low Impact Development features within the parking islands are protected from participant impact, material staging, and pet waste.

**APPENDIX D: CITY AGREEMENT  
SAFE PARKING PILOT PROGRAM**

**OPERATING AGREEMENT FOR THE  
SAFE PARKING PILOT PROGRAM**

This Operating Agreement for the Safe Parking Pilot Program (Agreement) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **CITY OF SANTA ROSA** (City) and **[CONTRACTOR]**, a California non-profit corporation (Contractor).

**R E C I T A L S**

- A. The Council of the City of Santa Rosa (Council) has determined that the Safe Parking Pilot Program (Program) benefits the residents of the City of Santa Rosa and the Council desires that Contractor operate the Program.
- B. The Program, located in a portion of the City-owned parking lot at 55 Stony Point Rd., provides members of the community who are experiencing vehicular homelessness a place to safely park their vehicle or RV with direct access to basic services as well as wrap-around services targeted at ending their homelessness. The Program is also meant to lessen the impacts of homelessness on the broader community.
- C. The parties have negotiated upon the terms pursuant to which Contractor will operate the Program and City will fund the Program and have herein reduced such terms to writing.

**A G R E E M E N T**

**1. SCOPE OF SERVICES**

Contractor shall, in a manner satisfactory to City, administer and conduct the Program described in **Exhibit A** ("Scope of Services").

**2. TERM OF AGREEMENT**

The term of this Agreement shall commence on **[DATE]**, 2022 and end on **[DATE]**, 2023.

**3. PROGRAM FUNDING**

- A. Notwithstanding any other provision of this Agreement, Program funding from City to Contractor shall not exceed **[AMOUNT]** no/100 dollars (**\$AMOUNT**) for the period of **[DATE]**, 2022 through **[DATE]**, 2023. The City's Chief Financial Officer is authorized to pay all proper claims from Fund **[#]** and Key **[#]**. Subject to the appropriation of additional funding by the Council, City and Contractor may amend this Agreement to fund the Program for subsequent years.

**APPENDIX D: CITY AGREEMENT  
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- B. Payments by City to Contractor shall be made monthly in arrears based on the Budget in **Exhibit B** and upon the proper documentation of expenditures. On or before the fifteenth day of each month, Contractor shall submit an invoice to City for the prior month. The Director of Housing and Community Services (Director) will review each invoice and may deny reimbursement where: 1) an expenditure is questionable or improperly documented; or 2) where Contractor has not provided Program services. Invoices submitted after 30 days shall include acceptable written justification for the delay.
- C. In the event that the Director determines that Contractor is not fully providing the Program services identified in **Exhibit A**, he shall have the right to reduce the grant award, unless the failure to provide services is beyond Contractor's control. The exercise by the Director of City's rights under this provision shall not be construed as a waiver by City of any other right or remedy.

**4. INSURANCE**

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, **Attachment One**, "Insurance Requirements" which is attached hereto and hereby incorporated and made part of this Agreement by this reference. Maintenance of the insurance coverage as set forth in **Attachment One** is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereas City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 10 below, retains or utilizes any subcontractors in the provision of any services under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements in **Attachment One**.

**5. INDEMNITY/LIABILITY**

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that

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arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, volunteers or agents, in said performance of services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City. If there is a possible obligation to indemnify, Contractor's duty to defend exists regardless of whether it is ultimately determined that there is no obligation to indemnify.

**6. INDEPENDENT CONTRACTOR**

The parties intend that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with City. Contractor is not to be considered an agent or employee of City and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by City for its employees.

**7. SUCCESSORS AND ASSIGNS**

City and Contractor each binds itself, its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party with respect to all promises and agreements contained herein.

**8. FINANCIAL REQUIREMENTS/AUDITS/REPORTING**

- A. Contractor shall be accountable to City for all City funds requested by and disbursed to Contractor or its subcontractors under this Agreement.
- B. Contractor shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles (GAAP), procedures, and regulations as deemed necessary by City. Such records shall be maintained by qualified personnel and completed in a timely manner.
- C. Contractor shall, at all times during normal business hours and as often as may deem necessary, make available to their representatives for examination City, all or subcontractor's records with respect to all matters covered by this Agreement and shall permit these representatives to audit, examine and make excerpts or transcripts from such records, and to make audits of all documents and conditions relating to this Agreement.
- D. Contractor shall permit and facilitate observation and inspection of Program services and records at Contractor's principal office and work site by City, its employees, auditors, representatives, and public authorities during reasonable business hours.

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- E. Contractor shall either establish a separate bank account for all funding received from City under this Agreement or practice full fund accounting. Contractor shall not commingle the funds provided under this Agreement with any other funds, revenue or monies.
- F. Contractor shall maintain all records related to the performance of this Agreement during the term of this Agreement and for a period of five (5) years after completion of all services hereunder.
- G. Authorized representatives of City may perform fiscal monitoring of Contractor's record keeping and reporting to assure compliance with this Agreement.
- H. Prior to the commencement of the Program, Contractor shall enter into written agreements with all subcontractors performing Program services under this Agreement and shall include therein the terms in subsections B through G of this Section 8. Contractor shall submit all such subcontracts to City for its review and approval prior to the commencement of the Program.

**9. BUDGET**

Any requested modification to the line items of the Budget shall be reviewed and approved by the Director prior to the expenditures of funds detailed in the modification. Budget modifications shall not alter: 1) the Scope of Services; or 2) the total grant award under Section 3.

**10. SUBCONTRACTS**

- A. Any subcontract funded under this Agreement shall be submitted to the Director for review and approval prior to its execution.
- B. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement.

**11. CONFLICT OF INTEREST**

- A. Section 42 of the City Charter and the City's Conflict of Interest Code expressly apply to this Agreement. Contractor shall be responsible for ensuring compliance with this provision.
- B. Contractor shall inform Director of staffing changes at the executive/management level and changes in the membership of its Board of Directors within 30 days of such changes.

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**12. PUBLICITY**

During the term of this Agreement and for one year thereafter, Contractor shall acknowledge City's contribution to the Program in all publicity regarding the Program, including but not limited to, website and social media, flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles. The words "City of Santa Rosa" shall be explicitly stated in any and all pieces of publicity, with respect to the Program.

Upon request, City staff shall assist Contractor in generating publicity for the Program. Contractor agrees to cooperate with City staff in any City-generated publicity or promotional activities related to the Program.

**13. RELIGIOUS ACTIVITY PROHIBITED**

Contractor agrees that the Grant Amount will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization.

**14. NONSOLICITATION CLAUSE**

Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability or, at its discretion, reduce the grant award under this Agreement, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee.

**15. FIXED ASSETS**

For purposes of this Agreement, a fixed asset is any physical item, excluding real property, having a cost in excess of \$300.00 and a usable life of three years or more.

Contractor's annual report to City shall include invoices and receipts of payment for all fixed assets purchased. If at any time Contractor discontinues the Program, at any time during or after the Agreement period, all fixed assets purchased or acquired by Contractor having a cost in excess of \$300.00 and a usable life of one year or more revert back to City.

**16. PUBLICATION RIGHTS COPYRIGHTS AND DATA OWNERSHIP**

A. The copyright to any reports, papers, forms, or other materials or documents that

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are created in connection with the services performed under this Agreement shall vest in City unless otherwise authorized in writing by City.

- B. All reports, documents, forms, photographs, maps, data and any other materials developed, collected or prepared by Contractor pursuant to this Agreement shall be the exclusive property of City unless written waiver is executed by City.
- C. Publication rights to any documents or materials produced are to be reserved by City.
- D. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the Program with small technical groups or lectures to employees or students. Lectures to other groups which describe the Program but disclose neither data nor results are permissible without advance approval.
- E. City reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work developed pursuant to this Agreement, for governmental purposes.

**17. PROGRAM MONITORING AND EVALUATION**

A. Purpose

Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of Program objectives.

Contractor shall appoint a representative to be available to City for consultation and assistance during the performance of this Agreement.

Each year this Agreement is in effect, Contractor shall undertake continuous quantitative and qualitative evaluation of the Scope of Services and shall make written quarterly reports to City utilizing the Quarterly Status Report form in **Exhibit D**. The quarterly reports shall be submitted to City by October 10, January 10, April 10, and July 10, as more fully set forth in **Exhibit D**. The quarterly reports shall be compiled into an annual cumulative report and submitted to City by Contractor at the end of each fiscal year, no later than July 31<sup>st</sup>.

B. Responsibilities of City

City shall monitor and evaluate the Program.

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C. Responsibilities of Contractor

Contractor shall submit quarterly reports, substantiating that the Program is operating in compliance with all the requirements of this Agreement. In the event financial or reporting issues are identified by City or through a compliance review by City, Contractor may be required to reimburse the City for funds that were expended on ineligible activities.

D. Homeless Management Information System

Contractor must be in good standing in collecting and entering current, accurate, and comprehensive data that reflects the homeless prevention and intervention services delivered by Contractor into the Homeless Management Information System (HMIS), as defined by HUD, as a condition of funding under this Agreement. HMIS requirements are further described in **Exhibit C**.

**18. FAIR HOUSING AND EQUAL OPPORTUNITY CERTIFICATIONS**

A. Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964 (42 USC 2000d *et seq.*; P.L. 88-352) and regulations pursuant thereto (Title 24 CFR 1) states that no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in , be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving financial assistance extended to Contractor. This assurance shall obligate Contractor, or in the case of an transfer, the transferee, for a period during which the real property and structure(s) are used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits.

B. Fair Housing Act of 1968

The Fair Housing Act (42 USC 3601-3620; P.L. 90-284) states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap, or familial status. Contractor shall administer all programs and activities assisted under this agreement in a manner to affirmatively further the policies of the Fair Housing Act.

C. Executive Order 11063 – Equal Opportunity in Housing

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Executive Order 11063, as amended by Executive Order 12259, and regulations pursuant thereto (24 CFR 107), prohibits discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof.

**D. Section 109 of the Housing and Community Development Act of 1974**

Section 109 of the Housing and Community Development Act of 1974 states that no person in the United States shall, on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*) or with respect to an otherwise qualified handicapped person as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.

**E. Executive Order 13166 – Limited English Proficiency**

The Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4, Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter services to its clients and potential clients who are limited in English proficiency.

A person with Limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and persons eligible for housing assistance and support services.

Contractor must analyze the various kinds of contacts it has with the public to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:

1. The number or proportion of LEP persons eligible to be served or likely to be applying for Program services;
2. The frequency with which LEP persons utilize these programs and services;
3. The nature and importance of the Program, activity, or service provided; and

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4. The benefits from providing LEP services and the resources available and costs to the Contractor for those services.

Balance these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the Contractor. Contractor shall develop and implement a LEP policy consistent with the above guidelines and provide City with copies of its LEP policy.

F. Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990

Section 504 of the Americans with Disabilities Act of 1973, as amended, prohibits discrimination based on handicap in assisted Programs and activities. In performance of this Agreement, Contractor shall perform all services described herein in compliance with all applicable federal, state, and local laws, regulations, an ordinances, including, but not limited to, the Rehabilitation Act of 1973 (29 USC 794) and the Americans with Disabilities Act (ADA) of 1990 (42 USC 1201, *et seq.*), and any regulations or guidelines issued pursuant to the ADA which generally prohibit discrimination against individuals with disabilities and may require reasonable accommodation.

G. Age Discrimination Act of 1975

The Age Discrimination Act of 1975, as amended, prohibits discrimination because of age in programs and activities receiving financial assistance.

H. Executive Orders 11625, 12432, 12138 – Minority and Women Owned Business Opportunities

These Executive Orders state that Program participants shall take affirmative action to encourage participation by businesses owned and operated by minority groups and women.

**19. DRUG-FREE WORKPLACE**

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on Contractor's premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Agreement.

**20. ASSIGNMENT**

Contractor shall not assign any rights or duties under this Agreement to a third

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party without the express written consent of City.

**21. MODIFICATION**

This Agreement shall not be modified except in writing executed by both parties. The Director is authorized to approve and execute amendments to this Agreement on behalf of the City.

**22. TERMINATION OF AGREEMENT**

- A. City may terminate this Agreement for convenience upon ten (10) days' written notice to Contractor. Upon such notice, Contractor shall immediately suspend all services under this Agreement.
  
- B. City may terminate this Agreement immediately for cause, which shall include as example but not as a limitation:
  - i. Failure, for any reason, of Contractor to fulfill, in a timely and proper manner, its obligations under this Agreement including compliance with City, State, and Federal laws and regulations and applicable directives;
  - ii. Failure to meet the performance standards contained in other sections of this Agreement;
  - iii. Improper use or reporting of funds provided under this Agreement;
  - iv. Suspension, termination or modification of any of the sources of funds upon which City planned to fund this Agreement;
  - v. Any event, (whether natural, social, political or financial) which is beyond the control of City and which results in a change in the funds available to City, or which triggers a need by City to reallocate funding to Contractor.
  - vi. In connection with the provisions of subsections D and E, above, Contractor understands that City has based its overall allocation of funds to Contractor on the basis of current budgeting requirements. It is therefore agreed that during the term of this Agreement, should all or any part of the funding available to City be reduced in any amount whatsoever, or should be faced with unusual or unexpected natural, social, political or financial events which diminish City's ability to fund agreements with Contractor and other recipients, or which events generate additional needs in the community, then City shall have the right to review and reallocate the amount of funding to be advanced to Contractor under this Agreement. On any of the occurrences described above, City may

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terminate all or any part of the remaining funding due to Contractor under this Agreement. City shall have the sole discretion to determine whether there is a need to reallocate or terminate funding to Contractor, as well as the sole discretion to determine the amount of the reduction and reallocation.

Should such a reduction in funding occur, City shall notify Contractor as soon as reasonably practicable after City has made the determination of the need to reconsider its funding allocation. Should there be a modification of this Agreement, the modification shall take effect upon notice from City to Contractor in writing. All other terms and conditions of the Agreement shall remain in effect.

**23. LAWS, REGULATIONS, FEES, TAXES**

- A. Contractor shall carry out its responsibilities pursuant to this Agreement in accordance with all applicable Federal, State and Local laws and all policies, procedures, regulations and requirements as the federal government, State, and City from time to time prescribe. Contractor shall obtain all necessary licenses, permits, permissions, rights of entry, and approvals necessary for the operation of the Trailer.
- B. Contractor shall comply with Title VI of the Civil Rights Act of 1964 (24 CFR §§ 1 *et seq.*) which states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program or activity receiving Federal financial assistance.
- C. Contractor shall pay all fees and taxes as required by law.

**24. NOTICES**

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

**CITY:**  
Department of Housing and Community  
Services  
90 Santa Rosa Avenue  
Santa Rosa, California 95404

**CONTRACTOR:**  
[CONTRACTOR]  
[ADDRESS]

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**25. ENTIRE AGREEMENT**

This agreement is the entire Agreement between the parties.

**26. INCORPORATION OF ATTACHMENT AND EXHIBITS**

The attachment and exhibits to this Agreement are incorporated and made part of this Agreement, subject to the terms and provisions herein.

**27. SIGNATURES REQUIRED FOR CORPORATIONS**

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

**28. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Contractor wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this date and year first above written.

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**CONTRACTOR**  
**[CONTRACTOR]**

**CITY OF SANTA ROSA**  
A Municipal Corporation

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

By \_\_\_\_\_

**APPROVED AS TO FORM**

Name \_\_\_\_\_

By \_\_\_\_\_  
Office of the City Attorney

Title \_\_\_\_\_

Taxpayer ID # \_\_\_\_\_

**Attachments:**

- Attachment One: Insurance Requirements
- Exhibit A: Scope of Services
- Exhibit B: Budget
- Exhibit C: Homeless Management Information System (HMIS)
- Exhibit D: Quarterly Status Report Form

**ATTACHMENT ONE  
INSURANCE REQUIREMENTS FOR  
GRANT AGREEMENTS**

**A. Insurance Policies:** Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. <b>Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</b>
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
  - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.