

**CENTRAL CITIES
NAVIGATION CENTER OPERATOR
SERVICES AGREEMENT**

THIS OPERATOR SERVICES AGREEMENT is made and entered into this _____ day of _____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **VOLUNTEERS OF AMERICA OF LOS ANGELES**, a California nonprofit corporation, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council approval dated _____; and
2. CITY proposes to utilize the services of CONTRACTOR to provide shelter operator services for the City's homeless navigation center located at 13871 West Street, Garden Grove ("Center"), in accordance with the Scope of Services (Attachment A) of this agreement (the "PROJECT"); and
3. CONTRACTOR represents that it is knowledgeable in its field and that any services performed by CONTRACTOR under this Agreement will be performed in compliance with the Orange County Standards of Care for Emergency Shelter Providers; and
4. The PROJECT is in the vital and best interests of the CITY, and the cities of Fountain Valley and Westminster, in addition to the health, safety and welfare of the residents of the community, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of two (2) years from full execution of the agreement, with an option to extend said agreement additional three (3) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole discretion of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to the date of termination in accordance with Section 3. CONTRACTOR is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as

Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of XXXXXXXXXXXXXXXX (\$XXXX.XX) per fiscal year (July 1 through June 30 annually), payable in arrears and in accordance with the Proposal in Attachment "A".

3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. Within 45 days of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in the Proposal (Attachment A).

3.3 **Records of Expenses.** CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.

3.4 **Termination.** CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance requirements.**

4.1 **COMMENCEMENT OF WORK.** CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY.

4.2 **WORKERS COMPENSATION INSURANCE.** During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 **INSURANCE AMOUNTS.** CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must

be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Sexual abuse/molestation coverage with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
- (d) Commercial crime/employee theft policy providing coverage in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000).
- (e) Cyber liability policy in an amount not less than \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate to provide coverage for security and privacy liability, medical liability, cyber extortion, business interruption and extra expense.

4.4 POLICY REQUIREMENTS.

- (a) An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY and the cities of Fountain Valley and Westminster, their officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.
- (b) An Additional Insured Endorsement for the policy under section 4.3 (b) and (c) shall designate CITY and the cities of Fountain Valley and Westminster, their officers, officials, employees, agents, and volunteers as additional insureds. A loss payee endorsement shall further be provided for all losses under the commercial crime/employee theft policy. The cities shall be designated as loss payees. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.
- (c) A waiver of subrogation shall be provided by the carriers for each policy waiving subrogation against CITY and the cities of Fountain Valley and Westminster, their officers, officials, agents, employees, consultants, and volunteers.

- (d) For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and the cities of Fountain Valley and Westminster, their officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the cities, their officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- (e) All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier or CONTRACTOR's agent to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- (f) *If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*
5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Authority over facility.**
- (a) CITY and/or its designees retains authority over the navigation center facility and may at any time conduct inspections to determine CONTRACTOR compliance with the requirements of this Agreement or with other applicable operational standards.
- (b) For the aforesaid purposes, CITY shall at all times keep and have the right to use keys to all locks upon and about the facility. CITY shall have the right to use such keys and any and all other means which CITY may reasonably deem proper to open any lock upon or about the facility in order to obtain entry in an emergency. CONTRACTOR shall use CITY provided keys only and shall not duplicate any key or change any lock without the express prior written permission of CITY.
7. **Confidential Information.** If Contractor receives information from CITY or PROGRAM clients which, due to the nature of such information is reasonably understood to be confidential and/or proprietary, CONTRACTOR agrees that it shall not use or disclose such information except in the performance of the Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential" information includes all nonpublic information, and includes not

only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed by any employee or agent is covered by this provision. The foregoing obligation shall not apply to information that is required to be disclosed by operation of law.

8. **Right to Audit.** CITY shall have the right to examine all records of CONTRACTOR related to the PROGRAM, including without limitation, all financial books and records, maintenance records, employee records, and PROGRAM client records generated by CONTRACTOR, its subcontractors or any other related parties in connection with performance of this Agreement. CONTRACTOR shall make the same available for inspection by CITY or CITY's auditors at any time during normal business hours after reasonable notice during the term hereof and for a period of four (4) years thereafter.

9. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

10. **Independent Contractor.** It is understood and agreed that in the performance of the work and services agreed to be performed by CONTRACTOR, CONTRACTOR shall act and be an independent contractor and not an agent or employee of CITY or the cities of Fountain Valley or Westminster, and as an independent contractor, shall obtain no rights to retirement benefits or other benefits which accrue to the cities' employees, and CONTRACTOR hereby expressly waives any claim it may have to any such rights. Any personnel performing services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Except for the consideration paid by CITY to contractor under Section 3 of this Agreement, neither CITY nor the cities of Fountain Valley and Westminster shall be liable for compensation or indemnification to CONTRACTOR, its officers, employees, or agents for injury or sickness arising out of performing the services hereunder. If for any reason, any court or governmental agency determines that any or all of the cities have financial obligations, other than pursuant to Section 3 herein, of any nature related to salary, taxes, or benefits of CONTRACTOR's officers, employees, servants, representatives, subcontractors, or agents, CONTRACTOR shall indemnify the cities for all such financial obligations.

11. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

12. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
- a. (Contractor)
Volunteers of America of Los Angeles
Attention: Eric Richardson
XXXXXXXXXXXXXXXXXX
XXXXX, CA 9XXXX
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
13. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
15. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered

employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and the cities of Fountain Valley and Westminster, and their elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR's responsibility to protect, defend, and hold harmless the cities, is due to the sole negligence, recklessness and/or wrongful conduct of the cities, or any of their elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

20. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

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(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

**"CITY"
CITY OF GARDEN GROVE**

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"

**VOLUNTEERS OF AMERICA OF
LOS ANGELES**

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney