

CITY OF SANTEE SERVICES AGREEMENT FOR THE USE OF PERMANENT LOCAL HOUSING ALLOCATION FORMULA FUNDING

This Agreement, dated _____, 2025, is between the City of Santee, a California charter city ("City") and _____, a _____ with its principal place of business at _____ ("Subrecipient").

RECITALS

- A. The City has received Permanent Local Housing Allocation ("PHLA") Program funds from the California Department of Housing and Community Development ("HCD") to support housing related projects and programs that address unmet housing needs in the City of Santee.
- B. The City issued Request for Proposal #25/26-40040 ("RFP") soliciting providers of homeless outreach services to assist persons experiencing homelessness in Santee with resources leading to more permanent housing and/or providers able to provide accessibility modifications to lower-income owner-occupied housing, as further defined in the RFP and the Scope of Services.
- C. Subrecipient was selected as the provider whose qualifications, experience, and performance plan best demonstrates the ability to provide the services in accordance with PHLA and City standards.
- D. This Agreement establishes the terms by which Subrecipient will perform the defined services for the City.

AGREEMENT

1. **Services.**

Subrecipient will perform the services described in the Scope of Services, which is attached as **Exhibit A** and made a part of this Agreement.

2. **Compensation.**

City will pay Subrecipient for the services performed in accordance with the rates set forth in attached **Exhibit B**, which is made a part of this Agreement.

- 2.1 **Invoices.** Subrecipient agrees to provide an invoice to the City no later than the 10th day of each month for all work performed and expenses incurred during the previous month and to provide sufficient detail for the City to confirm compliance with the Scope of Services and Fee Schedule. The City reserves the right to require additional information to support payments to the Subrecipient.
- 2.2 **Payment.** The City will use its best efforts to pay all uncontested amounts in Subrecipient's invoice within thirty (30) days of receipt. Payment does not waive the City's right to address defects in the work performed.

- 2.3 Budget. In no event will the total compensation paid under this Agreement exceed the following amounts:

FY 25/26: \$ [REDACTED].

FY 26/27: \$ [REDACTED].

FY 27/28: \$ [REDACTED].

Services that exceed this amount are performed at Subrecipient's sole risk and may not be compensated.

- 2.4 PHLA Funding Allocation. Subrecipient will be compensated for services performed in compliance with the PHLA funding statutes and regulations from funds allocated to the City by HCD.

3. **Term and Renewal:**

This Agreement will become effective as of _____, 2025 ("Effective Date") and remain in effect through the end of FY 27-28 or the exhaustion of the City's PHLA funding allocation, whichever occurs first.

4. **Notice.**

Any notice related to this Agreement may be given by any legal means, including electronic mail and/or by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed as shown below, and shall be effective upon receipt thereof.

City:
Bill Crane
Senior Management Analyst-Grants
Coordinator
City of Santee
10601 Magnolia Avenue
Santee, CA 92071
Email: bcrane@cityofsanteeca.gov

Subrecipient:
Attn:
Title
Company
Address
Address
Email:

5. **Indemnification.**

To the fullest extent permitted by law, Subrecipient agrees to indemnify, defend (with independent counsel approved by the City) and hold harmless the City and its officers, employees, elected, and appointed officials, and volunteers (each, an "Indemnified Party") from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type, expressly including but not limited to those arising from bodily injury or property damage, arising out of or resulting from any error or negligent or wrongful act or omission of the Subrecipient or Subrecipient's agents, officers, employees, subcontractors, or independent contractors hired by Subrecipient under this Agreement. The acceptance or approval of the

Subrecipient's work by an Indemnified Party shall not relieve or reduce Subrecipient's indemnification obligation. The provisions of this Section shall survive completion of the work and the termination of this Agreement and are not limited by the provisions relating to insurance.

6. **Insurance.**

6.1 **Commercial General Liability.** The Subrecipient must maintain Commercial General Liability Insurance during the entire term of this Agreement in amounts not less than specified below and in a form and with insurance companies acceptable to the City.

1. Coverage for Commercial General Liability insurance shall be at least as broad as the Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Commercial General Liability Insurance must include coverage for the following:
 - a. Bodily Injury (including death) and Property Damage
 - b. Personal Injury/Advertising Injury
 - c. Premises/Operations Liability
 - d. Products/Completed Operations Liability
 - e. Aggregate Limits that Apply per Project
 - f. Explosion, Collapse and Underground (UCX) exclusion deleted
 - g. Contractual Liability with respect to this Contract
 - h. Broad Form Property Damage
 - i. Independent Contractors' Coverage
 - j. Sexual Misconduct Coverage, with no applicable sublimit
3. All policies must name the City of Santee, its City Council and each member thereof, its officers, employees, and agents as Additional Insureds.
4. The general liability program may utilize either deductibles or provide coverage in excess of a self-insured retention, subject to written approval by the City. All deductibles and self-insured retentions must be declared to the City prior to commencing work under this Agreement.

6.2 **Automobile Liability.** Subrecipient must maintain Automobile Liability Insurance for bodily injury (including death) and property damage, including coverage for owned, non-owned, and hired vehicles, during the entire term of this Agreement in a form and with insurance companies acceptable to the City.

1. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
2. The automobile liability program may utilize deductibles, but not a self-insured retention, upon written approval by the City.

6.3 **Workers' Compensation/Employer's Liability.** Subrecipient must maintain Workers' Compensation in compliance with applicable statutory requirements and

Employer's Liability Coverage for all work performed pursuant to and for the full term of this Agreement in the amounts indicated below.

1. Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with an insurance company acceptable to the City.
2. The Workers' Compensation and Employer's Liability program may utilize either deductibles or provide coverage in excess of a self-insured retention, upon written approval by the City.
3. Before beginning work, Subrecipient must provide to the City satisfactory proof that full compensation insurance for all persons employed to carry out the work contemplated under this Agreement has been obtained in accordance with the "Workers' Compensation and Insurance Act," Division IV of the California Labor Code. Subrecipient must require all subcontractors to obtain and maintain Workers' Compensation coverage for its employees of the same type and limits and term specified in this Section.

- 6.4 Minimum Policy Limits Required. The following are the required minimum insurance limits for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury (including death) and property damage
Employer's Liability	\$1,000,000 per accident for bodily injury or disease

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

- 6.5 Evidence of Insurance Required. Prior to commencing work, Subrecipient must file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein, including original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative, Certificate of Insurance (most recent version of Acord 25 Form or equivalent), and Additional Insured Endorsement verifying compliance with the requirements. All evidence of insurance must be signed by a properly authorized officer, agent or qualified representative of the insurer and must certify the names of the insured, any additional primary insureds, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

6.6 Required Policy Provisions

1. Additional Insureds. The City of Santee, its City Council and each member thereof, its officers, employees, and agents shall be named as an additional insured on the Commercial General Liability policy. Blanket endorsements may be accepted at City's discretion.
2. Notice of Cancellation. All policies must provide or be endorsed to provide a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, must be provided to the City. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the City's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the City may be waived upon the Subrecipient's agreement that it will provide the City with copies of any notices of cancellation immediately upon receipt.
3. Primary Insurance. General Liability and Automobile Liability insurance policies shall contain a provision stating that the Subrecipient's policies are primary insurance and that the insurance of the City or any named additional insureds shall not be called upon to contribute to any loss.

6.7 Qualifying Insurers. All policies must be issued by insurance companies acceptable to the City and must satisfy the following minimum requirements:

1. California. Acceptable insurance carriers must be qualified to do business in California and must maintain an agent for service of process within the State.
2. Rating. Acceptable insurance carriers must have not less than an 'A' policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the City reserves the right and at its sole discretion to review and accept the Subrecipient's proposed Workers' Compensation carrier.

6.8 Additional Insurance Provisions

1. Not a limit. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Subrecipient, and any approval of said insurance by the City, is not intended to and does not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Subrecipient pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
2. Lapse. If the Subrecipient fails to maintain in full force the insurance required by the Agreement, the City may terminate the Agreement or may elect to withhold compensation in an amount sufficient to purchase insurance to replace any expired or insufficient coverage.

3. Subcontractors. The Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.
4. Full Policy. If requested by the City, Subrecipient will provide complete copies of all insurance policies in effect at any time during the term of this Agreement.
5. No personal liability. Neither the City, nor its City Council, nor any member of thereof, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

7. **Termination.**

Either Party may terminate this Agreement without cause by giving the other Party 90 days written notice prior to termination specifying the effective date thereof.

- 7.1 The City may terminate this Agreement upon 30 days' notice if in the best interests of the City.
- 7.2 Contactor will be compensated for all eligible services performed prior to termination. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to offset anticipated damages.
- 7.3 Within ten days of the date of termination, Consultant will submit a final invoice for all unbilled work performed and will return all property belonging to the City.

8. **Independent Contractor.**

Subrecipient is retained as an independent contractor, and its employees are not to be considered employees of the City. This Agreement does not create an employment relationship between the City and the Subrecipient or its employees or agents. Neither Subrecipient nor its employees have the authority, express or implied, to bind City to any obligation whatsoever unless specifically provided in writing by the City.

9. **Time for Performance.**

Time is of the essence. Subrecipient will complete all work within the time frames and deadlines specified in the Scope of Work.

10. **No Conflict of Interest.**

Subrecipient represents that it is not aware of an transaction, activity, or conduct that would affect Subrecipient's judgment, actions or work by placing the Subrecipient's own interest, or the interest of any party with whom the Subrecipient has a contractual arrangement, in conflict with those of

the City and agrees that no City official, officer, or employee has any personal or beneficial interest whatsoever in the services provided by this Agreement.

11. **No Discrimination.**

Subrecipient will not discriminate against any person on the basis of race, color, national origin, religion, religious creed, age (over 40), sex and gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, disability (mental and physical), medical condition, genetic information, marital status, or military and veteran status.

12. **Compliance with Law.**

Subrecipient will comply with all applicable federal, state and local laws, including ordinances, codes and regulations and the PLHA Guidelines attached as Exhibit B.

13. **No Assignment.**

Subrecipient may not assign any rights or delegate and duties under this Agreement without the City's express written consent, which may be withheld for any reason.

14. **No Third Party Rights.**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Subrecipient.

15. **Laws, Venue, and Attorneys' Fees.**

This Agreement is governed by the laws of the State of California. Venue for all actions relating to the terms of this Agreement lies exclusively in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney fees, as determined by the court.

16. **Contract Interpretation.**

This Agreement and any referenced attachments constitute the entire agreement between the Parties and supersedes all prior oral or written understandings, promises, or representations with respect to its terms. No additions, amendments or modifications are valid unless in writing signed by both Parties. In the event that any term of this Agreement is inconsistent with an attachment or other referenced document, this Agreement shall control, followed by the City's Request for Proposals; Attachment A, Scope of Services; Subrecipient's proposal, if any; Attachment B, Subrecipient's rates.

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows.

THE CITY OF SANTEE

SUBRECIPIENT

By: _____

Approved by the Santee City Council on:

Name: _____

Date: _____

Title: _____

Date: _____

By: _____

City Manager

Date: _____

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____

Shawn Hagerty, City Attorney

EXHIBIT A

SCOPE OF SERVICES

- I. All work project is subject to review and acceptance by City and must be revised by Subrecipient without additional charge to City until found satisfactory and accepted by City.
- II. Subrecipient will perform services, described in the Subrecipient's Proposal.

EXHIBIT B

PLHA ENACTING LAW AND GUIDELINES