



City of Palo Alto

City Council Staff Report

(ID # 11487)

Report Type: Consent Calendar

Meeting Date: 11/30/2020

Summary Title: Contract Approval for Downtown Cleaning Services

Title: Approval of a Three-Year Contract with Downtown Streets, Inc., For a Total Amount Not to Exceed \$323,244 for Maintenance Services for the City's Five Downtown Parking Garages, Downtown Sidewalks and Alleys, and Provide Outreach Case Management Services to the Downtown Core with the Intent of Linking Homeless Individuals to Community and Housing Services

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council approve and authorize the City Manager or his designee to execute Contract No. C21179861 with Downtown Streets Team, Inc., to provide cleaning services and homeless case management services in the Downtown Business District, for a term of three years and a total amount not to exceed \$323,244.

Background

The Public Works Department's Public Services Division is responsible for maintaining a safe and clean Downtown Business District. The Downtown Streets Team, Inc. (DST), was founded by the Palo Alto Business Improvement District (BID) to reduce panhandling, provide re-entry skills to the homeless, and provide cleaning services to downtown. DST team members service the Downtown Business District by reducing trash from full garbage containers, providing litter removal for sidewalks, alleyways, and garages, reporting vehicles and/or activities of concern to the proper authorities, and providing peer-to-peer outreach.

Discussion

Staff recommends Council approve a three-year contract with Downtown Streets Team, Inc., to allow for the continuation of downtown cleaning services from November 30, 2020 through November 29, 2023 (Attachment A). The City has partnered with DST since 2006 and as a result, homelessness-related issues have decreased due to the presence of DST participants in the garages. In 2010 discussions with downtown stakeholders, which included BID and Palo Alto Downtown Professional and Business Association, a combination of services that would raise

the standards of cleanliness in the area was requested. The enhanced services included reducing trash from overflowing garbage receptacles, reporting graffiti and vandalism, litter removal in the alleyways and in the five parking structures (S & L, R, J, Q and Civic Center), and providing a roving patrol every 30 minutes for homeless individuals, vehicles and/or activities of concern, and safety hazards. The litter control provided by DST also assists the City in avoiding storm water compliance related issues in the Downtown area.

In addition to providing cleaning services, DST strives to reduce homelessness by encouraging participants to take an active role in their recovery, model positive behavior, and create long-term solutions for their peers. Participants can work with a case manager to obtain housing and other life support credits. Each participant is evaluated on his/her individual performance and recognized for their accomplishments. The skills learned through this program can be used to seek further employment.

The City has contracted with DST since 2006 and since DST continues to be the only vendor that uses a peer-to-peer model to provide outreach to homeless individuals while also providing cleaning services, this contract met the requirements for a sole source exemption from solicitation based on Municipal Code section 2.30.360(d). Staff recognizes, however, that the use of a sole source exemption can raise other questions regarding organizational stability and internal controls. As such, staff will refer this relationship to the City's new independent auditor for consideration of an appropriately-scoped audit.

This contract is on the City's general services template, which permits the City to terminate without cause/for convenience by providing written notice to the contractor. In the event the City finds itself facing a challenging budget situation, and it is determined that City resources need to be refocused elsewhere, the City can terminate for convenience. Other options include termination due to non-appropriation of funds or amending the contract to reduce the cost, for example, by reducing the scope of work.

Resource Impact

The annual cost of this contract has decreased from \$136,872 to \$107,748 from the previous contract with Downtown Streets Team, Inc., after Community Services Department removed services provided for Lytton Plaza, Old Community Garden, Stanford/Palo Alto Playing Fields, and Cogswell Plaza, which are now provided by another vendor (with a traditional business model). Funding for this contract is available in the Fiscal Year 2021 University Avenue Parking District Fund. The annual budget for the subsequent contract years is shown in the table below, with funding for each subsequent year to be addressed and recommended to Council during the Fiscal Year 2022 and 2023 budget development processes.

Table1: Annual and Total Not-to-Exceed Contract Costs

Year	Total Not to Exceed Amount
University Avenue Parking Permit Fund - FY21	\$107,748
University Avenue Parking Permit Fund - FY22 (Subject to annual appropriation of funds)	\$107,748
University Avenue Parking Permit Fund - FY23 (Subject to annual appropriation of funds)	\$107,748
Total for three years	\$323,244

Stakeholder Engagement

Staff discusses the Downtown Streets Team’s work during monthly Palo Alto Downtown Professional and Business Association meetings. The group supports a continued partnership between the City and Downtown Streets Team.

Environmental Review

The recommended action is CEQA-exempt under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility of a significant effect on the environment.

Attachments:

- Attachment A - General Services Contract No. C21179861 with Downtown Streets Team

CITY OF PALO ALTO CONTRACT NO. C21179861

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the 30th day of November, 2020 by and between the **CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”)**, and **DOWNTOWN STREETS TEAM, INC.**, a California public benefit non-profit corporation, located at 1671 The Alameda, Suite 306, San Jose, CA 95126, Telephone Number: (650) 305-1174 (**“CONTRACTOR”**). In consideration of their mutual covenants, the parties hereto agree as follows:

1. **SERVICES.** CONTRACTOR shall provide or furnish the services (the “Services”) described in the Scope of Services, attached at Exhibit A.

2. **EXHIBITS.** The following exhibits are attached to and made a part of this Agreement:

- “A” - Scope of Services
- “B” - Schedule of Performance
- “C” – Schedule of Fees
- “D” - Insurance Requirements

CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED.

3. **TERM.**
The term of this Agreement is from November 30, 2020 to November 29, 2023 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions.

4. **SCHEDULE OF PERFORMANCE.** CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.

5. **COMPENSATION FOR ORIGINAL TERM.** CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- The total maximum lump sum compensation of _____ dollars (\$));
OR
- The sum of _____ dollars (\$)) per hour, not to exceed a total maximum compensation amount of _____ dollars (\$)); **OR**
- A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of Three Hundred Twenty-Three Thousand, Two Hundred and Forty-Four dollars (\$323,244.00).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- CITY has set aside the sum of _____ dollars (\$)) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

6. COMPENSATION DURING ADDITIONAL TERMS.

- CONTRACTOR'S compensation rates for each additional term shall be the same as the original term; **OR**
- CONTRACTOR's compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately

preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

7. CLAIMS PROCEDURE FOR "9204 PUBLIC WORKS PROJECTS". For purposes of this Section 7, a "9204 Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. Public Contract Code Section 9204 mandates certain claims procedures for Public Works Projects, which are set forth in "Appendix __ Claims for Public Contract Code Section 9204 Public Works Projects".

This project is a 9204 Public Works Project and is required to comply with the claims procedures set forth in Appendix __, attached hereto and incorporated herein.

OR

This project is not a 9204 Public Works Project.

8. INVOICING. Contractor shall send all invoices to CITY, Attention: Project Manager. The Project Manager is: Kaela White, Dept.: Public Works, Telephone: (650) 496-5945. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS

- A. ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 8 above, these general terms and conditions and the attached exhibits.
- B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this

Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.

- C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.
- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. PALO ALTO MINIMUM WAGE ORDINANCE.** CONTRACTOR shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONTRACTOR shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONTRACTOR shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.
- H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with

CONTRACTOR's performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.

- I. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.
- J. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- K. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- L. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.
- M. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.

- N. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best's Key Rating of A-:VII or higher and which are otherwise acceptable to CITY's Risk Manager. The Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to the Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.
- O. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section N relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), arising out of, or resulting in any way from or in connection with the performance of this Agreement. CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.

- P. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.
- Q. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.
- R. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to CONTRACTOR's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.
- S. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY.
- T. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the

performance of this Agreement, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. CONTRACTOR agrees to advise CITY if any conflict arises.

U. GOVERNING LAW. This Agreement shall be governed and interpreted by the laws of the State of California.

V. ENTIRE AGREEMENT. This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.

W. NON-APPROPRIATION. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

X. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONTRACTOR shall comply with CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Division, which are incorporated by reference and may be amended from time to time. CONTRACTOR shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONTRACTOR shall comply with the following zero waste requirements:

- All printed materials provided by CONTRACTOR to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

- Goods purchased by Contractor on behalf of CITY shall be purchased in accordance with CITY’s Environmental Purchasing Policy including, but not limited to, Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.
- Reusable/returnable pallets shall be taken back by CONTRACTOR, at no additional cost to CITY, for reuse or recycling. CONTRACTOR shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

Y. AUTHORITY. The individual(s) executing this Agreement on behalf of the parties represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Z. PREVAILING WAGES

This Project is not subject to prevailing wages. CONTRACTOR is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7, if the Agreement is not a public works contract, if Agreement does not include a public works construction project of more than \$25,000, or the Agreement does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than \$15,000.

OR

Contractor is required to pay general prevailing wages as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Agreement for this Project from the Director of the Department of Industrial Relations (“DIR”). Copies of these rates may be obtained at the Purchasing Division’s office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

AA.DIR REGISTRATION. In regard to any public work construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that

CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations (“DIR”) to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONTRACTOR of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the Agreement is awarded.”

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation and CONTRACTOR is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONTRACTOR and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONTRACTOR and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY’s request.

[For state- and federally-funded projects] CITY requests CONTRACTOR and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONTRACTOR and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONTRACTOR.

Inform the project manager of the location of CONTRACTOR's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.


BB. CONTRACT TERMS. All unchecked boxes do not apply to this Agreement. In the case of any conflict between the terms of this Agreement and the exhibits hereto or CONTRACTOR's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONTRACTOR's proposal, the exhibits shall control.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager or Designee

DOWNTOWN STREETS TEAM, INC

DocuSigned by:

By _____
5576C5A103C6499...
Name Eileen Richardson
Title CEO

Approved as to form:

City Attorney or Designee

EXHIBIT A SCOPE OF SERVICES

1. SERVICES

Task 1 – Street Cleaning Services

CONTRACTOR shall perform Street Cleaning Services, which includes cleaning of the City's five parking garages (Bryant/Lytton Garage; High/Alma South Garage; High/Alma North Garage; Webster/Cowper Garage; and the Civic Center Garage), sidewalks, and alleyways in the Downtown Palo Alto area. These services shall be performed according to the attached schedule (Exhibit B) and shall be performed at a minimum by a two-person crew. The level of service provided shall include, but not be limited to, picking up litter, reducing trash from overflowing trash receptacles along University Avenue, reporting suspicious persons and/or vehicles to the proper authorities, reporting safety hazards such as raised sidewalks and lights that are out, and reporting cases of vandalism and graffiti. CONTRACTOR shall be responsible for providing all training, labor and equipment required to perform the tasks as specified in the contract, including the appropriate training and Personal Protective Equipment (PPE) required for the collection of syringes (sharps). The CITY will provide sharp waste containers and dispose of those containers once filled. It is the responsibility of the CONTRACTOR to inform the Project Manager when sharp waste containers are full and need to be replaced and disposed. CONTRACTOR shall also, through the use of their employees, encourage other homeless individuals to explore other options, and to explain all of the services that are available to homeless individuals. CONTRACTOR shall send teams daily to Palo Alto City Hall to conduct outreach, pick up trash, and ensure that no individuals are violating Palo Alto City Policy 4-07/MGR – Conduct in City Facilities.

The Downtown Streets Team (DST) Project Manager shall also attend quarterly meetings with the City's Project Manager. CONTRACTOR shall provide a monthly report to Project Manager that reports data on the following:

- Number of homeless individuals found in the garages,
- Total number of interactions with homeless individuals,
- Number of follow ups with homeless individuals,
- Number of homeless individuals who report that they do not want to engage in any services offered,
- And other pertinent information that conveys the barriers that homeless individuals face in accessing, following up with and obtaining needed services.

The DST Project Manager shall also attend monthly meetings with the Palo Alto Downtown Business and Professional Association (PADBPA) to act as a liaison between the business owners who have a vested interest in the services being provided, city staff who manage the contract, and the Downtown Streets Team who run the program. The DST Project Manager shall make a brief presentation at the monthly PADBPA meetings to relay what efforts have been undertaken since the last meeting.

CONTRACTOR shall be compliant to all State and County regulations related to COVID-19, such as wearing a mask and performing social distancing.

EXHIBIT B
SCHEDULE OF PERFORMANCE

CONTRACTOR shall not perform services in cases of inclement weather (as determined by City staff and the Downtown Streets Team Project Manager) or during observed City holidays. The schedule and tasks can be modified during the term of the contract based on operational needs through a written mutual agreement between the CITY and the CONTRACTOR.

DAY	TIME	ACTIVITIES		
Monday	7-9 AM 9 AM 9-11 AM 11-11:15 AM 11:15 AM -12:30 PM 12:30-1:30 PM 1:30 PM 1:30-2 PM 2-3 PM 3-3:15 PM 3:15-5:15 PM 5:15 PM	Garage cleaning and outreach Shift change box Alleyways (Downtown North and South) Break at box and shift change University Ave Downtown South/City Hall Shift changes at box Downtown North Garage cleaning and outreach Break Garage cleaning and outreach Dismissal at box		
Tuesday	7-9 AM 9 AM 9-11 AM 11-11:15 AM 11:15 AM -12:30 PM 12:30-1:30 PM 1:30 PM 1:30-2 PM 2-3 PM 3-3:15 PM 3:15-5:15 PM 5:15 PM	Garage cleaning and outreach Shift change box Alleyways (Downtown North and South) Break at box and shift change University Ave Downtown South/City Hall Shift changes at box Downtown North Garage cleaning and outreach Break Garage cleaning and outreach Dismissal at box		
Wednesday	7-9 AM 9 AM 9-11 AM 11-11:15 AM 11:15 AM -12:30 PM 12:30-1:30 PM 1:30 PM 1:30-2 PM 2-3 PM 3-3:15 PM 3:15-5:15 PM 5:15 PM	Garage cleaning and outreach Shift change box Alleyways (Downtown North and South) Break at box and shift change University Ave Downtown South/City Hall Shift changes at box Downtown North Garage cleaning and outreach Break Garage cleaning and outreach Dismissal at box		
Thursday	7-8 AM 8-9 AM 9 AM	Garage cleaning and outreach Downtown South/City Hall and Alleyways Shift changes at box		
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Team 1	Team 2			

	<p>9-10 AM</p> <p>10-10:15 AM</p> <p>10:15-11:15 AM</p> <p>11:30 AM</p>	<table border="1"> <tr> <td>Downtown North and Alleyways</td> <td>University Ave</td> </tr> <tr> <td colspan="2">Break at box</td> </tr> <tr> <td>Downtown North and Alleyways</td> <td>University Ave</td> </tr> <tr> <td colspan="2">Dismissal at box</td> </tr> </table>	Downtown North and Alleyways	University Ave	Break at box		Downtown North and Alleyways	University Ave	Dismissal at box	
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Downtown North and Alleyways	University Ave									
Dismissal at box										
Friday	<p>7-9 AM</p> <p>9 AM</p> <p>9:30-11 AM</p> <p>11-11:15 AM</p> <p>11:15 AM -12:30 PM</p> <p>12:30-1 PM</p> <p>1 PM</p> <p>1-2 PM</p> <p>2-3 PM</p> <p>3-3:15 PM</p> <p>3:15-5:15 PM</p> <p>5:15 PM</p>	<p>Garage cleaning and outreach</p> <p>Break at box and shift change</p> <p>Alleyways (Downtown North and South)</p> <p>Break at box and shift change</p> <p>University Ave</p> <p>Downtown South/City Hall</p> <p>Break</p> <p>Downtown North</p> <p>Garage cleaning and outreach</p> <p>Break</p> <p>Garage cleaning and outreach</p> <p>Dismissal at box</p>								
Saturday	<p>7-8 AM</p> <p>8 AM</p> <p>8-9 AM</p> <p>9-11:30 AM</p> <p>11:30 AM -12:30 PM</p> <p>12:30-12:45 PM</p> <p>12:45-2 PM</p> <p>2 PM</p>	<p>Garage cleaning and outreach</p> <p>Break at box</p> <p>Downtown South/City Hall</p> <p>University Ave</p> <p>Downtown North</p> <p>Break</p> <p>Garage cleaning and outreach</p> <p>Dismissal at box</p>								
Sunday	<p>7-8 AM</p> <p>8 AM</p> <p>8-9 AM</p> <p>9-11:30 AM</p> <p>11:30 AM-12:30 PM</p> <p>12:30-12:45 PM</p> <p>12:45-2 PM</p> <p>2 PM</p>	<p>Garage cleaning and outreach</p> <p>Break at box</p> <p>Downtown South/City Hall</p> <p>University Ave</p> <p>Downtown North</p> <p>Break</p> <p>Garage cleaning and outreach</p> <p>Dismissal at box</p>								

**EXHIBIT C
SCHEDULE OF FEES**

CONTRACTOR shall perform the tasks as described and budgeted below. CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for the Services including reimbursable expenses, does not exceed the amounts set forth in Sections 5 and 6 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

CONTRACTOR shall provide monthly detailed invoices that identify the tasks that were completed. Examples of such requests are as the following:

- Quantify the amount of trash that is being removed weekly.
- Quantity of syringes (sharps) that are removed.
- Dates and locations that were serviced (if above schedule is altered).
- Number of individuals that are on site each week.

DESCRIPTION OF TASK

**NOT TO EXCEED
COMPENSATION PER TASK**

Task 1
(Street Cleaning Services)

\$8,979.00 per month

**EXHIBIT D
INSURANCE REQUIREMENTS**

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY - EACH PERSON	\$1,000,000	\$1,000,000
		- EACH	\$1,000,000	\$1,000,000
		OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
<p>YES THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</p>				

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- II. CONTACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

Vendors are required to file their evidence of insurance and any other related notices with the City of Palo Alto at the following URL:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>

OR

http://www.cityofpaloalto.org/gov/depts/asd/planet_bids_how_to.asp