

# **AGREEMENT FOR HOME-ARP PROGRAM SUBRECIPIENT CONTRACT WITH FAMILY PROMISE OF SOUTH BAY FOR FISCAL YEAR 2024-2025 SERVICES**

**THIS AGREEMENT** is made and effective as of July 1, 2024, between City of Paramount, a municipal corporation ("City") and, Family Promise of South Bay ("Vendor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall be effective July 1, 2024 and shall terminate on June 30, 2025.

2. **SERVICES**

Subject to the terms of this Agreement, Vendor shall perform the scope of work identified in Exhibit "A" attached hereto and incorporated herein by this reference. This includes but is not limited to providing all services necessary for City. If there is any conflict between Exhibit "A" and this Agreement, the provisions of this Agreement shall prevail.

3. **PERFORMANCE**

Vendor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Vendor hereunder in meeting its obligations under this Agreement.

4. **MANAGEMENT**

The City's City Manager or designee shall represent City in all matters pertaining to the administration of this Agreement and shall review and approve all services submitted by Vendor. The Public Safety Director is authorized to execute all necessary documents.

5. **PAYMENT**

(a) The City agrees to pay Vendor, in accordance with the payment rates and terms and the schedule of payment as set forth in Vendor's proposal, Exhibit "A", attached hereto and incorporated herein by reference as if fully set forth herein.

(b) Vendor shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Public Safety Director; provided, however, the Public Safety Director may approve additional work not to exceed ten percent (10%) of the amount of the Agreement but not to exceed ten-thousand dollars (\$10,000). Vendor shall not be compensated for any additional services in the amounts greater than

that authorized herein by the Public Safety Director unless agreed to by the City Council.

- (c) Vendor will submit invoices for services based on the schedule of payment as set forth in Exhibit "A". Invoices shall be submitted on a monthly basis for services provided. If the City disputes any of Vendor's fees it shall give written notice to Vendor within two (2) weeks of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- (a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Vendor at least thirty (30) days prior written notices. Upon receipt of said notice, the Vendor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, the City shall pay the Vendor for services up to the date of termination based on the schedule of payment as set forth in Exhibit "A". Upon termination of the Agreement pursuant to this Section, the Vendor will submit an invoice to the City pursuant to Section 5.

7. **DEFAULT OF VENDOR**

- (a) The Vendor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Vendor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Vendor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Vendor. If such failure by the Vendor to make progress in the performance of work hereunder arises out of causes beyond the Vendor's control, and without fault or negligence of the Vendor, it shall not be considered a default.
- (b) If the City determines that the Vendor is in default in the performance of any of the terms or conditions of this Agreement, City shall cause to be served upon the Vendor a written notice of the default. The Vendor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Vendor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **INDEMNIFICATION**

Vendor shall indemnify, defend, and hold harmless the City, and its officers, employees and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Vendor's performance of its obligations under this Agreement or out of the operations conducted by Vendor, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Vendor's performance of this Agreement, the Vendor shall provide a defense to the City indemnitees or at the City's option, reimburse the City indemnities their costs of defense, including reasonable legal fees, incurred in defense of such claims.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Vendor and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Vendor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Vendor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of City will be personally liable to Vendor, in the event of any default or breach by the City or for any amount that may become due to Vendor.

10. **INSURANCE**

Without limiting Vendor's indemnification of City, and prior to commencement of Work, Vendor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

**General liability insurance.** Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Vendor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**Workers' compensation insurance.** Vendor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Vendor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

#### **Other provisions or requirements**

**Proof of insurance.** Vendor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Vendor, his agents, representatives, employees or sub-vendors.

**Primary/noncontributing.** Coverage provided by Vendor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Vendor or City will withhold amounts sufficient to pay premium from Vendor payments. In the alternative, City may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its sub-vendors.

**Enforcement of contract provisions (non estoppel).** Vendor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Vendor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Notice of cancellation.** Vendor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents shall be additional insured under such policies. This provision shall also apply to any excess/umbrella liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass through clause.** Vendor agrees to ensure that its sub-vendors, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by Vendor, provide the same minimum insurance coverage

and endorsements required of Vendor. Vendor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Vendor agrees that upon request, all Agreements with Vendors, sub-vendors, and others engaged in the project will be submitted to City for review.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

**Timely notice of claims.** Vendor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Vendor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Vendor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

11. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Paramount Attention: Margarita Matson 15001 Paramount Boulevard Paramount, CA 90723
To Vendor Name	Family Promise of South Bay Attention: Jocelyn De La Rosa 2930 El Dorado Street Torrance, CA 90503

12. **ASSIGNMENT**

The Vendor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, to any sub-vendor without prior written consent of the City. Such written consent shall not be unreasonably withheld.

13. **LICENSES**

At all times during the term of this Agreement, Vendor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

14. **CITY BUSINESS LICENSE**

In addition to any other permits or licenses, Vendor shall obtain, maintain and comply with the requirements for a current City business license during the term of this Agreement.

15. **GOVERNING LAW**

The City and Vendor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Paramount.

16. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

17. **SEVERABILITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

18. **CONTENTS OF PROPOSAL**

Vendor is bound by the contents of the proposal submitted by the Vendor, Exhibit "A" hereto.

19. **ATTORNEY'S FEES**

If any action at law or suit in equity, including an action for declaratory relief, is brought by either party with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which it may be entitled, and such amount may be added to, and made a part of, such judgment.

20. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Vendor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Vendor and has the authority to bind Vendor to the performance of its obligations hereunder.

21. **WAIVER**

The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

22. **AMENDMENTS**

This Agreement may be modified or amended only by a written document executed by both Vendor and the City and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

**- SIGNATURES ON FOLLOWING PAGE –**



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date first written above.

CITY OF PARAMOUNT

VENDOR NAME

By: \_\_\_\_\_  
John Moreno, City Manager

By: \_\_\_\_\_  
Jocelyn De La Rosa, Executive Director

ATTEST:

By: \_\_\_\_\_  
Heidi Luce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John Cavanaugh, City Attorney