



REQUEST FOR PROPOSAL

For

**Motel Occupancy Agreement Program to
Shelter Unhoused Residents**

PROPOSAL DUE DATE: TUESDAY, OCTOBER 27, 2020 AT 5:00 PM

**CITY OF ANTIOCH
REQUEST FOR PROPOSAL**

For

**Motel Occupancy Agreement Program to
Shelter Unhoused Residents**

RELEASE DATE: October 13, 2020

CLOSING DATE: Proposals must be received by Tuesday, October 27, 2020
at 5:00 p.m. PST at the address listed below.

CONTACT PERSON: Ron Bernal, City Manager
925-779-6820
925-779-2002 (fax)
rbernal@ci.antioch.ca.us

Mailing address:

City of Antioch
City Manager Department
P.O. Box 5007
Antioch, CA 94531-5007

Delivery Address:

City of Antioch/City Manager Department
200 H St
Antioch, CA 94509

Office Hours: M-F 8:00 a.m. – 5:00 p.m.

NOTICE TO BIDDERS

Notice is hereby given that the City of Antioch invites sealed bids for a Motel Occupancy Agreement Program to Shelter Unhoused Residents. Each proposal shall be in accordance with the conditions and specifications on file in the Office of the Finance Department, City Hall, 200 H St, Antioch, California 94509, where copies of said conditions and specifications may be inspected or obtained. All bids must be in the format specified, enclosed in a sealed envelope and clearly identified with bid title, name of bidder and date of bid opening.

Sealed bids shall be delivered to the City Manager's Department at the above indicated address on or before 5:00 p.m., Tuesday, October 27, 2020. It is the bidder's responsibility to ensure that bids are received prior to the 5:00 p.m. bid closing time as late bids will not be accepted. The City of Antioch reserves the right to award or reject bids in part or in whole and on any basis it deems in the best interest of the City. Reference is hereby made to said specifications for further details which specifications, general conditions, and this "Notice to Bidders" shall be considered part of any contract made pursuant thereto.

If you downloaded this document from the City of Antioch's website, <https://antiochca.gov/rfps/>, it is the vendor's responsibility to check back with the website for any addenda that may have been issued, prior to the proposal due date.

I. INTRODUCTION

The City of Antioch is seeking proposals from hotel or motel owners within the City of Antioch to participate as contractors for the Motel Occupancy Agreement Program to Shelter Unhoused Residents, henceforth referred to as "MOAP to Shelter Unhoused Residents" or "MOAP".

The City is seeking to enter into an occupancy agreement for all or a portion of the premises of a motel or hotel (up to, but not necessarily inclusive of, all guest rooms on-site) within the City of Antioch for utilization as temporary emergency housing or shelter for individuals and households experiencing homelessness. MOAP-participating motels or hotels will be expected to maintain operations for City-leased areas of the premise including but not limited to: property management, in-room cleaning, on-site staffing, and property maintenance.

In coordination with the MOAP effort, the City of Antioch also intends to contract with homelessness response service providers for provision of on-site case management and supportive services to guests staying at the MOAP site, with the goal of quickly transitioning individuals to permanent housing. These services will include health and social services to assist individuals in connecting with resources to gain and retain permanent housing.

The City of Antioch is expecting to award one or more contracts for the occupancy agreement program of motel units for the purpose of providing temporary emergency housing through this Request for Proposal. Applicants must be prepared to begin leasing rooms to the City ten days after signing the agreement.

II. BACKGROUND

The City of Antioch was incorporated in 1872 as a General Law City operating under the City Council/City Manager form of government. The City Council is responsible for adopting ordinances, resolutions, the budget, appointing commissions and committees, and hiring the City Manager and City Attorney. The City Manager is responsible for implementing the Council's policies, ordinances and directives, for overseeing the day-to-day operations of the City, and for appointing the directors of the City's departments. Antioch is a suburban city providing quality police, water, streets, parks, engineering, planning, and administrative services. The City of Antioch has a population in excess of 112,000 and covers approximately 30 square miles. Antioch is the second largest City in Contra Costa County.

III. SCOPE OF WORK

Occupancy Agreement Terms

The successful entity will be expected, at a minimum, to provide the following:

- **Temporary Emergency Housing (Shelter)**

Contractor will provide rooms for temporary emergency housing (shelter) for individuals experiencing homelessness. Contractor shall:

- Accept for occupancy all individuals placed by the City and contracted service provider.

- Permit guests to bring pets into the motel/hotel rooms. Contractor may establish reasonable limits for the quantity of pets and rules regarding pet behavior, with policy approval from the City of Antioch.
- Permit guests to bring their possessions into the motel/hotel rooms. Contractor may establish limits on the amount of belongings each individual or household may bring, with policy approval from the City of Antioch.
- Provide facilities for secure on-site storage of belongings outside of motel rooms.
- Permit guests access to common areas of the hotel (e.g. lobby, vending machine areas, etc.) and clearly specify what, if any, areas will be off-limits to guests.
- Provide a minimum of one unit to serve as administrative office and client meeting space for services staff.
- Allow 24/7 access by City staff, service provider staff and service provider partners (such as meal program provider).

- **Property Management**

Contractor shall provide property management to maintain motel/hotel units as temporary emergency housing (shelter) including:

- Provision and maintenance of mini-fridge and microwave in each motel unit.
- Electricity and/or gas as necessary to provide power for heating, ventilating, air conditioning and in-room appliances.
- Utilities, including sewer, trash, disposal, and water services.
- Elevator service (if applicable).
- Parking spaces sufficient for all motel guests, as well as service provider staff.
- Regular landscape maintenance.
- In-room maintenance (e.g., repair of plumbing, HVAC, and televisions).
- General property and building maintenance to keep the premise in good repair.
- Prompt response to emergency maintenance requests, such as for clogged toilets.
- Pest control services as needed.
- Provision of 24-hour on-site staffing and/or security is not required; however, should the contractor desire to provide security, this should be noted in the proposal and the cost negotiated with the City (see Proposal Requirements Section).

- **Ongoing Operations**

Contractor will provide day to day operational services to manage and operate the motel as temporary emergency housing, including:

- Coordination between hotel staff and on-site service staff as needed to ensure regular cleaning and maintenance and guest compliance with the requirements of their stay.
- Preparation of units for guest move in and move out.
- A front desk attendant to coordinate services, utilities, and supplies for the permitted use.
- Providing residents with access to on-site laundry facilities
- Access to services spaces for City service providers and contractors to work on the premises in connection with the permitted use.

- **Damage to Units**

- In the event of damage, the owner must prepare a cost estimate and claim with a copy submitted to the City. The claim must include any accounting for costs that will be

covered by the owner's insurance. Costs shall only restore the premise to the original "as-is" condition.

- **Space for Mobile Homes/Trailers**

- In addition to entering into a motel occupancy agreement for hotel/motel rooms and if space is available, the City may seek to locate existing mobile home/trailers on the hotel or motel property to provide additional capacity for emergency shelter for people experiencing homelessness.

City Commitment: On-Site Service Provision

As noted above, the City intends to contract to provide supportive services for guests staying at the MOAP site, with a focus on services that promote households obtaining and retaining permanent housing. These services will include housing navigation case management services, housing search assistance, and linkages to community resources for financial or supportive service assistance. Additional on-site services may include but are not limited to physical and behavioral health care, meal deliveries, substance use recovery support, transportation assistance, employment training and linkages, and veterinary care for pets of participants.

Supportive services will be available on a 24/7 basis to support guest needs and address conflicts or crises that may arise. Should the hotel already have 24-hour security, these costs may be factored into the contract with the hotel or motel owner.

The City would like to keep the program requirements somewhat flexible during the process; as needs may change as circumstances require.

IV. PROPOSAL/BID REQUIREMENTS

Bidders must complete the attached Bid Form, which requests the following information:

- Name and contact information of individual submitting the proposal
- Legal name of business or individual owning the motel or hotel
- Hotel or motel address
- Total number of rooms in the hotel or motel and number of hotel or motel rooms the owner is offering to lease to the City.
- Cost to provide the rooms and associated services, under the terms explained in Section III. Cost should be provided per room per day.
- Written affirmation that the Owner is willing and able to meet the terms detailed in Section III. If there are any terms the Owner cannot meet, these should be identified.
- Any additional terms the Owner is proposing to negotiate with the City that are not specified in this RFP.
- Whether the property has space that could be used for placement and hook-up of City-owned trailers; whether the owner would allow trailers to be located on site; cost of providing hookups; and any terms the owner would propose relating to this use.

Please note that regular City Council meetings are the second and fourth Tuesdays of the month.

V. SELECTION PROCESS

The City Manager may appoint a selection committee to review the responses and determine whether to enter into negotiations with one or more hotel/motel owners. Each proposal/bid will be analyzed to determine overall responsiveness and qualifications under the Request for Proposal. Criteria to be evaluated will include, at a minimum, the following:

- Completeness of the response to this Request for Proposal
- Cost per unit per day for the motel or hotel rooms
- Ability of owner to meet the expectations set forth in Section III
- Appropriateness of site for stated purposes of Request for Proposal

The City shall not be obligated to accept the lowest priced response but shall recommend such response that is the most responsive and in the best interest of the City.

VI. CONTRACT REQUIREMENTS

1. Robbins-Rosenthal Fair Debt Collection Practices Act
The successful contractor(s) must operate in accordance with ethical collection practices and obey all laws, including the Robbins-Rosenthal Fair Debt Collection Practices Act.
2. Insurance requirements: The successful contractor(s) will maintain in force, during the full term of the contract, insurance as indicated by the City upon award of proposal/bid. See page 10 for minimum insurance requirements.
3. Indemnification Agreement: To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by the Contractor as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties of the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive, and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability

attributable to City, if that liability is less than the sole fault of the City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every Sub-Contractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or section.

Remittance and Reporting Requirements: The successful contractor(s) will be required to submit to the City of Antioch regular monthly remittances and statements no later than thirty (30) days following the end of the month.

VII. PROPOSAL/BID SUBMISSION INFORMATION

- a. Inquiries concerning the Request for Bid must be submitted via email to Ron Bernal, City Manager, at the following email address: rbernal@ci.antioch.ca.us.
- b. Responses will not be made to telephone inquiries.
- c. Proposal/Bid Submittal: An original and three copies of complete proposals are required. The original must be clearly marked and contain original signatures and must be easily reproducible. Failure to clearly mark the original and provide original signatures will result in a proposal being found non-responsive and given no consideration.

The Proposal/Bid should be submitted no later than **5:00pm on Tuesday, October 27, 2020** to:

Mailing address:

City of Antioch
City Manager Department
P.O. Box 5007
Antioch, CA 94531-5007

Delivery Address:

City of Antioch
City Manager Department
200 H St
Antioch, CA 94509

- d. The City reserves the right to reject any and all proposals/bids submitted, to request clarifications of services submitted, to request additional information from competitors, and to waive any irregularity in the proposal/bid. Finalist entities may be asked to present their qualifications to the City Manager. Following proposal/bid evaluations, interviews and reference calls, the award of a contract to the successful entity will be at the sole discretion of the City Manager.

- e. The City reserves the right to cancel the awarded contract with a 30-day written notice for non-compliance of agreed upon proposed specifications.
- f. The entity chosen by the City will be required to obtain a City business license prior to starting services.
- g. The entity chosen by the City will be required to execute an Agreement that has been prepared by the City. A sample agreement is included as Exhibit A and is subject to final review and approval by the City.

City of Antioch Insurance Requirements for Contractors

Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Contractor and its agents, representatives, employees, and subcontractors. Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's proposal. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing.

Commercial General Liability (CGL):

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Contractor's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

Automotive Liability Insurance:

ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation Insurance:

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Errors and Omissions) Insurance:

Insurance appropriate to Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) *Additional Insured Status.* The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- (2) *Primary Coverage.* For any claims related to the services provided by the Contractor, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be cancelled except with notice to the City.
- (4) *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (5) *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (6) *Claims made policies.* If any of the required policies provide claims-made coverage:
- (i) *The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.*
 - (ii) *Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work.*
 - (iii) *If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.*

Certificate of Insurance and Endorsements

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

Higher limits

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

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Remedies

In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

City of Antioch
Indemnification and Contractor's Responsibilities

1. CONTRACTOR shall, to the fullest extent permitted by law, indemnify, defend (with council acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONTRACTOR, its officers, employees, agents, volunteers, SUB-CONTRACTORS or SUB-CONSULTANTS, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.
2. In the event that CONTRACTOR or any employee, agent, SUB-CONTRACTOR or SUB-CONTRACTOR of CONTRACTOR providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, CONTRACTOR shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, SUB-CONTRACTORS or SUB-CONTRACTORS, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
3. Acceptance by City of insurance certificates or endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
4. By execution of this Agreement, CONTRACTOR acknowledges and agrees to the provision of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

Legal Requirements

1. *Governing Law.* The laws of the State of California shall govern this Agreement.
2. *Compliance with Applicable Laws.* CONTRACTOR and any SUB-CONTRACTORS shall comply with all laws applicable to the performance of the work hereunder.
3. *Other Governmental Regulations.* To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, CONTRACTOR and any SUB-CONTRACTORS shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
4. *Licenses and Permits.* CONTRACTOR represents and warrants to City that CONTRACTOR and its employees, agents, and any SUB-CONTRACTORS have all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to practice their respective professions. CONTRACTOR represents and warrants to City that CONTRACTOR and its employees, agents, any SUB-CONTRACTORS shall, at their sole expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In additions to the foregoing, CONTRACTOR and any SUB-CONTRACTORCS shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
5. *Nondiscrimination and Equal Opportunity.* CONTRACTOR shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, SUB-CONTRACTOR, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of the CONTRACTOR thereby.

CONTRACTOR shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.
6. *Prevailing Wages.* Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then CONTRACTOR shall comply and pay prevailing wages.

Motel Occupancy Agreement Program - Bid Form			
Owner Contact Information			
Name _____			
Phone _____			
Email _____			
Project Information			
Motel Name _____			
Address _____			
Phone _____			
City, State ZIP _____			
Project Detail			
Total Number of Rooms _____			
Number of Rooms Owner Proposes to Lease to City _____			
Cost Per Bed Per Night		\$ _____	
Terms			
Select "Yes", "No", or "N/A" to indicate ability to comply with the terms described in the Request for Bids. Additional space is provided at the end of the section to enter			
Temporary Emergency Housing (Shelter)	Yes	No	N/A
Does the property agree to accept for occupancy all individuals placed by the City and contracted service provider?			
Will the property permit guests to bring pets into the motel/hotel rooms?			
Will the property permit guests to bring their possessions into the motel/hotel rooms?			
Does the property have facilities available for additional on-site storage of belongings?			
Will the property permit guests access to common areas of the hotel (e.g. lobby, vending machine areas, etc.)?			
Will the property provide a minimum of one unit to serve as administrative office and client meeting space for services staff?			
Will the property allow 24/7 access by City staff, service provider staff, and service provider partners (such as meal program providers)?			
Property Management	Yes	No	N/A
Does each room include a mini-fridge and microwave in each unit? If no, indicate in the explanatory and clarifying information section below if the property will add the amenity.			
Does the property have necessary and sufficient electricity and gas for heating, ventilating, air-conditioning, and in room appliances?			
Does the site have a functional elevator for upper floor access?			
Does the property have sufficient parking spaces for all residents as well as provider staff?			
Does the property conduct regular overall facility and landscape maintenance?			
Does the property conduct regular in-room maintenance?			
Can the property provide prompt response to emergency maintenance requests, such as clogged toilets, lost keys, etc.?			
Does the property currently have 24-hour on-site staffing or security? If security is not currently provided, but is intended to be, note this in the explanatory or clarifying notes section below.			
Ongoing Operations	Yes	No	N/A
Does the property have adequate hotel staffing levels to ensure regular cleaning and maintenance and prepare units for guest move in and move out?			
Does the property have a front desk attendant to coordinate services, utilities, and supplies for the permitted use?			
Will the residents have access to on-site laundry facilities?			
Damage to Units	Yes	No	N/A
Should the owner seek reimbursement for any excess property damages, the owner must first submit a claim to the owner's insurance. Does the owner maintain appropriate levels of insurance (i.e. commercial property, general liability, worker's compensation, employee dishonesty, etc.)?			
Space for Mobile Homes/Trailers	Yes	No	N/A
In addition to leasing hotel/motel rooms, does the site have sufficient space for locating up to 6 existing mobile home/trailers on the hotel or motel property to provide additional capacity for emergency shelter for people experiencing homelessness?			
Explanatory or Clarifying Information			
Additional Comments (Optional)			
Enter any additional comments in space provided below			
Submission Information			
Submitted By (Print) _____			
Signature _____			
Date _____			

EXHIBIT A

CITY OF ANTIOCH

EMERGENCY OCCUPANCY AGREEMENT

<u>COVERING PREMISES LOCATED AT</u> [name of motel] [address] Antioch, CA [zip code]
<u>OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.</u> [Taxpayer ID/SSN]

This occupancy agreement ("Agreement") is dated as of October __, 2020, and is between [insert owner name] ("**Owner**"), and the CITY OF ANTIOCH (the "**City**").

WITNESSETH

- A. This Agreement is entered into in connection with the City's need to provide emergency shelter during the COVID-19 epidemic.
- B. Owner is the owner of the motel located at the address set forth above, as more particularly shown on Exhibit A, an aerial site plan. The "**Premises**" includes [insert number of rooms or if entire building(s)] of the motel, as reflected on the aerial site plan, consisting of [SPELL OUT NUMBER] (##) rooms, including unlimited use of the common areas and parking lot, but excludes the Excluded Space. The "**Excluded Space**" means the other [insert description; if there is no Excluded Space, delete sentence].

The parties therefore agree as follows:

AGREEMENT

1. **Occupancy/Use.** The Owner hereby authorizes the City to use, and the City hereby hires from the Owner, the Premises.
 - a. The City will have access to the Premises 24 hours per day, seven days per week.
 - b. Subject to the terms of this Agreement and any additional rules agreed to by the parties, Owner will operate the Premises as a hotel/motel with the City as its sole guest. Owner shall not rent or otherwise allow use of the Premises by other room occupants or customers.
 - c. Notwithstanding anything to the contrary above, the Owner will continue to have access to the Premises to provide services in support of the City's use of the

Premises, and to use the Excluded Space to conduct its non-City hotel business and administrative work related to Owner's business.

2. **Term.** The "**Term**" of this Agreement begins on _____, 2020, and will continue on a month-to-month basis until terminated by the City except that, on and after [date], Owner shall have the right to terminate this Agreement on thirty (30) days' written notice.

3. **Termination.** The City may terminate this Agreement at any time by giving written notice to the Owner at least 30 days prior to the date the termination becomes effective. If the City fails to complete its move-out by the scheduled termination date, the City shall continue to pay rent, calculated in accordance with Section 5 below.

4. **Permitted Use.** The City is using the Premises as a temporary residence for persons identified by the City as needing shelter during the COVID-19 pandemic but who show no signs of being infected with, are not known to be infected with, and do not require quarantine due to exposure to, COVID-19 ("**Permitted Use**"). Should any person placed by the City at the Premises later show signs of COVID-19, the City will move that person to another facility. The City may, at its discretion, provide various on-site support services for the occupants and provide security services for the Premises.

5. **Rent.** The City shall pay in arrears at the end of each month during this Agreement commencing on [month], 2020. Owner shall provide City with an invoice for each 30-day period. Payment shall be made in the amount of [SPELL OUT AMOUNT] DOLLARS (\$00,000) for each 30-day period which reflects a daily rate of \$[amount] for 00 rooms for 00 nights plus any and all applicable taxes, including transient occupancy taxes, normally collected from guests at the hotel. days. Rent for any fractional monthly period will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30th) of the rent set forth above.

6. **Notices.** Any notice required or permitted under this Agreement is to be in writing and will be deemed to have been given (i) three days after being deposited in the United States mail, certified and postage prepaid, (ii) one business day after being deposited with a commercial overnight delivery service (e.g., FedEx or similar), with receiver's signature required, or (iii) on the day it is personally delivered. Notices are to be addressed as follows:

To Owner: [name]
[address]
[city], [state] [zip code]
Phone: (xxx) xxx-xxxx
Email:

To City: City of Antioch
City Manager's Office
200 H Street
Antioch, CA 94509
Phone: (925) 779-7011
Email: rbernal@ci.antioch.ca.us

7. **Parking.** Owner shall cause the parking spaces on the Premises to be unobstructed and completely accessible for the City's use.

8. **Temporary Emergency Housing Shelter.** During the Term, Owner will provide rooms for temporary emergency housing (shelter) for individuals experiencing homelessness, as designated by City. Owner shall:

- a. Accept for occupancy all individuals placed by the City and contracted service provider.
- b. Permit guests to bring pets into the motel/hotel rooms. Owner may establish reasonable limits for the quantity of pets and rules regarding pet behavior, with policy approval from the City.
- c. Permit guests to bring their possessions into the motel/hotel rooms. Owner may establish limits on the amount of belongings each individual or household may bring, with policy approval from the City.
- d. Permit guests access to common areas of the hotel/motel (e.g. lobby, vending machine areas, etc.) and clearly specify what, if any, areas will be off-limits to guests.
- e. Provide a minimum of one unit to serve as administrative office and client meeting space for services staff.
- f. Access to services spaces for City service providers and contractors to work on the premises in connection with the permitted use.
- g. Allow 24/7 access by City staff, service provider staff and service provider partners (such as meal program provider).

9. **Services; Utilities; Supplies.** During the Term, Owner shall furnish the following services, utilities and supplies to the Premises, the cost of which is included in the rent set forth in Section 5 above:

- a. Sewer, trash, disposal, and water services, including both hot and cold water to the lavatories.
- b. Elevator (if any) service.
- c. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and in-room appliances, as needed for City's operations.
- d. Landscaping.
- e. In-room housekeeping (including guest toiletries and towel and linen laundry service) each time the occupant of a room changes and, as needed to ensure regular cleaning and maintenance and guest compliance with the requirements of

their stay. Cleaning and maintenance of occupied rooms shall occur at least once a week in accordance with Isolation Use Protocols (as defined below).

- f. A front desk attendant to coordinate services, utilities and supplies for the permitted use.
- g. Daily room trash disposal in accordance with the isolation use protocols set forth on Exhibit B ("**Isolation Use Protocols**").
- h. In-room maintenance (e.g., repair of plumbing, HVAC, and televisions), in accordance with the Isolation Use Protocols. Even though the Permitted Uses do not include Isolation, the parties are using the Isolation Use Protocols for g. and h. out of an abundance of caution.
- i. Provision and maintenance of mini-fridge and microwave in each motel unit.
- j. Parking spaces sufficient for all motel guests, as well as service provider staff. If space is available, the City may seek to locate existing mobile home/trailers on the hotel or motel property to provide additional capacity for emergency shelter for people experiencing homelessness.
- k. Pest control services as needed.
- l. Access to on-site laundry facilities.
- m. Standard guest toiletries on a daily basis, in accordance with Isolation Use Protocols.

Owner shall fully communicate with its staff regarding the nature of the services being provided under this Agreement, the populations being served, and the protocols agreed to by Owner and the City.

The emergency situation caused by the coronavirus might make it difficult for Owner to provide normal levels of service. In the event that the Owner is unable, after commercially reasonable efforts, to furnish any of the services set forth above in a satisfactory manner, the City and Owner will consult with each other to reach a solution to the problem that is mutually satisfactory (including but not limited to a decrease in rental rate). If such a solution cannot be found, (i) the City may elect to terminate this Agreement upon five (5) days' notice to Owner, and (ii) in the event City elects not to terminate, City will not be entitled to any rebate, reduction or damages related to Owner's failure to provide such staffing from and after the date Owner provides notice to City of the situation.

10. Repair and Maintenance. During the Term, Owner shall maintain the Premises in good repair. Owner will provide prompt response to emergency maintenance requests, such as for clogged toilets.

11. Assignment; Subletting. The City may assign this Agreement to other government agencies with Owner's consent, which will not be unreasonably withheld, and may also allow

City service providers and contractors to work in the Premises in connection with the permitted use.

12. **Quiet Possession.** The City shall at all times during the Term peaceably and quietly have, hold and enjoy the Premises without suit, trouble or hindrance from Owner or any person claiming under Owner. The City shall monitor and supervise the conduct of the occupants it places at the Premises and shall remove any occupants that create an undue disturbance or refuse to follow Owner's rules of conduct. Owner shall not be responsible for the conduct of occupants placed by the City.

13. **Destruction.** This Agreement will terminate in the event of the total destruction of the Premises. If damage occurs that causes a partial destruction of the Premises during the Term, the City may terminate this Agreement in accordance with Section 3 above. If the City does not elect to terminate this Agreement, Owner shall cause repairs to be made as quickly as possible, but in any event, within thirty (30) days. The City will be entitled to a proportionate reduction in rent following such partial destruction until repairs are made in full or this Agreement is terminated, whichever comes first.

14. **Fair Employment Practices.** During the term of this Agreement, Owner may not discriminate against any subcontractor, employee, or applicant for employment, because of age, race, color, national origin, ancestry, religion, sex, gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status with respect to recruitment, selection for training including apprenticeship, hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Owner may not discriminate in providing services under this Agreement because of age, race, color, national origin, ancestry, religion, sex, gender, sexual orientation, marital status, mental disability, physical disability, medical condition, political beliefs, organizational affiliations.

Owner shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records related to this Agreement and make those records available upon request, except where prohibited by federal or state laws, regulations or rules.

Owner shall comply with all applicable federal, state, and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any Minimum Wage Ordinance enacted by the City. If Owner is found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hours laws, in the five years prior to or during the term of this Agreement, such violation will be considered a material breach of this Agreement and may serve as a basis for City to immediately terminate this Agreement.

15. **Holding Over.** If the City remains in possession of the Premises after the expiration of the Term, this agreement will automatically continue on a month-to-month basis on the same terms and conditions. Nothing set forth in this Agreement shall entitle the City to remain beyond the Term set forth above.

16. **Surrender of Premises.** Upon the termination or expiration of this Agreement, the City will peacefully surrender the Premises to Owner in good condition. City is not responsible for

ordinary wear and tear, damage by casualty, condemnation, acts of God, or circumstances over which the City has no control over or for which Owner is responsible pursuant to this Agreement. City will deep clean the Premises. The City shall reimburse the Owner the reasonable cost of repairs, above and beyond reasonable wear and tear, necessitated by City's use of the Premises. In the event of damage, Owner must prepare a cost estimate and claim to be evaluated by the City and must include any accounting for costs that will be covered by Owner's insurance. Costs will be approved to restore the Premises to the original "as-is" condition. Such reimbursement shall be due within thirty (30) days of the City's receipt of invoices detailing the repairs and the costs therefor.

Upon termination or expiration of the Agreement, the City will cause all persons it placed at the Premises to leave the Premises and end their stay. The City will continue to pay the rent as set forth in Section 5 for each person the City placed at the Premise until such person actually leaves the Premises and ends their stay. Owner will cooperate with the City in connection with any legal proceedings related to the removal of such persons.

17. **Time of Essence; Binding Agreement.** Time is of the essence with respect to the terms of this Agreement. This Agreement binds and inures to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties.

18. **No Oral Agreements.** No alterations or variations of the terms of this Agreement are valid unless made in writing and signed by the City and Owner. No oral understanding or agreement not incorporated into this Agreement is binding on any party to this Agreement.

19. **Insurance.** During the Term, Owner, at its sole cost and expense, shall maintain insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, use of the Premises by the Owner, its agents, representatives, employees and subcontractors.

a. Minimum Insurance Requirements. Such insurance shall meet at least the following minimum levels of coverage:

(i) Owner shall maintain or cause to be maintained the following coverage: (i) comprehensive general and automobile liability with limits of liability not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate; (ii) workers' compensation providing statutory coverage with limits not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage; (iii) employer's liability with liability limits of \$1,000,000; and (iv) and such other insurance or self-insurance as it deems necessary to insure it against any claim or claims for damages arising under this Agreement.

(ii) Owner, at Owner's sole cost and expense, shall, during the Term, keep the Premises and any structural improvements on the Premises insured in sufficient amounts against loss or damage by fire and other casualty commonly covered by standard fire and all risk coverage insurance including flood coverage, using replacement cost as the valuation. Owner does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all

claims against the City on account of any fire or other casualty insured against whether or not such fire or other casualty is the result, in whole or in part, from the negligence of the City.

- b. Endorsements. The insurance policies shall contain the following provisions, or Owner shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

- (i) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work, activities or operations performed by or on behalf of the Owner, or automobiles owned, leased, hired or borrowed by Owner. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- (ii) The insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Owner's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Owner's insurance and shall not be called upon to contribute with it in any way.

- c. Evidence of Coverage. Prior to execution of the Agreement, Owner shall provide the City with evidence of insurance, including original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement on forms satisfactory to the City. However, City's failure to obtain the required documents prior to the execution of the Agreement shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- d. Policy Provisions Required. Owner shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Owner shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Owner shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.
- e. Waiver of Subrogation. Owner hereby grants to City a waiver of any right to subrogation which any insurer of said Owner may acquire against the City by virtue of the payment of any loss under such insurance. Owner agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- f. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require

Owner to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) If any of the required policies provide claims-made coverage:

(1) The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.

(ii) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work.

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Owner must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

- g. Qualifying Insurers. All policies required shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- h. Subcontractors. Owner shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.
- i. Higher Limits. If Owner maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Owner. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- j. Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.
- k. Additional Insurance Provisions.

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Owner, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Owner pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, 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 Owner or City will withhold amounts sufficient to pay premium from payments due to Owner. In the alternative, City may cancel this Agreement.

20. Indemnification.

- a. To the fullest extent permitted by law, Owner shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, violation of any federal, state, or municipal law or ordinance, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Owner, its officers, employees, subcontractors, consultants, agents or volunteers in connection with Owner's performance of this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys' fees and other related costs and expenses. All obligations under this provision are to be paid by the Owner as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section, Owner shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties of the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Owner will be all-inclusive, and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Owner acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of the City.

Owner agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Owner in the performance of this agreement. In the event Owner fails to obtain such indemnity obligations from others as required here, Owner agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Owner and shall survive the termination of this agreement or section.

- b. In the event that Owner or any employee, agent, sub-consultant or subcontractor of Owner providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Owner shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Owner or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- c. Acceptance by City of insurance certificates or endorsements required under this Agreement does not relieve Owner from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
- d. By execution of this Agreement, Owner acknowledges and agrees to the provision of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

21. **Hazardous Substances.** City will comply with all applicable laws existing during the Term pertaining to the use, storage, transportation, and disposal of any hazardous substance, as that term is defined in the applicable law. If Owner or any of its affiliates, successors, principals, employees, or agents incurs any liability, cost, or expense, including attorney's fees and costs, as a result of the City's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance during the Term, including any petroleum derivative, the City shall indemnify, defend, and hold harmless any of these individuals against such liability. Where the City is found to be in breach of this provision during the Term due to the issuance or a government order directing the City to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the City or any person acting under the City's direct control and authority, the City will be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by Owner in connection with or in response to such government order. If a government order is issued naming the City or the City incurs any liability during or after the Term of this Agreement in connection with contamination that pre-existed the City's obligations and occupancy under this Agreement or that were not caused by the City, Owner shall hold harmless, indemnify, and defend the City in connection therewith and will be solely responsible as between City and Owner for all efforts and expenses thereto.

22. **Restoration of Premises.** Any equipment installed on the Premises by the City during the Term of this Agreement is and will remain the property of the City. The City shall remove its personal property and any fixtures brought to the Premises by the City when vacating the Premises. The City shall restore the Premises to the condition existing immediately prior to taking possession of the Premises, ordinary wear and tear excepted.

23. **Notice of Health Insurance Portability and Accountability (HIPAA) and Patient Privacy Law Compliance.** Owner acknowledges that it may have direct or incidental access to

“Protected Health Information” or “PHI” or contact with occupants of the Premises. For purposes of this section of the occupancy Agreement, “Protected Health Information” or “PHI” has the meaning provided by the Standard for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the “Privacy Standards”) as promulgated by the Department of Health and Human Services (“HHS”) pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (42 U.S.C. Section 1320d, et seq.), California Civil Code Section 56.20 et seq. and other applicable California laws (each and collectively, the “HIPAA Laws”).

The City will endeavor to implement reasonable safeguards to protect the PHI from any intentional or unintentional disclosure to third parties in violation of the Privacy Standards by implementing appropriate administrative, technical, and physical safeguards to protect the privacy of PHI, and will endeavor to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to Owner and Owner’s representative and staff. The parties agree that Owner and its staff will not need access to, and will not use or disclose, any PHI of an occupant of the Premises during the Term. If PHI is disclosed to Owner or its staff, either directly or indirectly and regardless of whether the disclosure is inadvertent or otherwise, Owner shall take reasonable steps to maintain, and to require its staff to maintain, the privacy and confidentiality of such PHI, including that no PHI will be removed from the Premises by Owner or its staff, and no PHI will be discussed with or otherwise disclosed to any other person or entity. Owner agrees to immediately notify the City upon learning of any disclosure of PHI to Owner or its staff. The parties agree that the foregoing does not create, and is not intended to create, a “business associate” relationship between the parties as that term is defined by the Privacy Standards. The City may immediately terminate this occupancy Agreement without penalty if Owner violates this provision.

24. **Taxes.** Owner is solely responsible for all tax liabilities, including property taxes.

25. **Miscellaneous.**

- a. **Force Majeure.** Any failure by either party to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond the party’s reasonable control.
- b. **Compliance with Applicable Laws.** Owner and any subcontractors shall comply with all laws applicable to the performance of the Agreement.
- c. **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Owner and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- d. **Licenses and Permits.** Owner represents and warrants to City that Owner and its employees, agents, and any subcontractors have all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to

practice their respective professions. Owner represents and warrants to City that Owner and its employees, agents, any subcontractors shall, at their sole expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Owner and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

- e. Nondiscrimination and Equal Opportunity. Owner shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Owner under this Agreement. Owner shall comply with all applicable federal, state and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of the Owner thereby.

Owner shall include the provisions of this subsection in any subcontract under this Agreement.

- f. Prevailing Wages. Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, Owner shall comply and pay prevailing wages.
- g. Entire Agreement. This Agreement constitutes the full and complete Agreement and understanding between the parties relative to the subject matter of this Agreement and supersedes all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the same subject matter. Any prior or contemporaneous oral or written representations relating to the same subject matter are hereby revoked and extinguished by this Agreement.
- h. Immunities. Notwithstanding anything to the contrary in this Agreement, the City retains all immunities provided by the Government Code and any other provision of law, including immunities applicable during an emergency.
- i. Counterparts. This Agreement may be executed in any number of counterparts, all of which together constitute one and the same Agreement. Each counterpart will be deemed to be an original provided that both parties have fully executed this Agreement.
- j. Authorization to Sign. The City and Owner both represent and warrant that the execution, delivery, and performance of this Agreement has been duly authorized and that this Agreement is being signed by a person who meets statutory or other binding approval to sign on behalf of their entity.

- k. Electronic Execution. Unless otherwise prohibited by law or City policy, the parties agree that an electronic copy of this Agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term “electronic copy of this agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term “electronically signed agreement” means the agreement that is executed by applying an electronic signature using technology approved by the City.
- l. No Third Party Rights. This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.
- m. Governing Law & Venue. This Agreement is being executed and delivered in, and is to be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement is in the County of Contra Costa. EACH OF THE PARTIES CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN CONTRA COSTA COUNTY, CALIFORNIA.

FEDERAL PROVISIONS

Clean Air Act

26. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

27. The Owner agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency (EPA) Regional Office.

28. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

29. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

Federal Water Pollution Control Act

30. The Owner agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA, and the appropriate EPA Regional Office.

31. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension Clause

32. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Owner is required to verify that neither Owner, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

33. The Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

34. This certification is a material representation of fact relied upon by the City. If it is later determined that the Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

35. Owner agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the Agreement. Owner further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Byrd Anti-
Lobbying
Amendment, __ 1
U.S.C. §__352 (as
amended)**

36. Owners who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the City.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Owner] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Owner certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Owner understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

[NAME OF OWNER]
AUTHORIZED SIGNER

By _____

Date _____

**Procurement of
Recovered
Materials**

37. In the performance of this Agreement, Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

38. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

**Access to
Records**

39. The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

40. The following access to records requirements apply to this Agreement:

- a. Owner agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Owner which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Owner agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- d. In compliance with the Disaster Recovery Act of 2018, the City and the Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**Department of
Homeland
Security Seal,
Logo, Flags**

41. The Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**Compliance
with Federal
Law,
Regulations,
and Executive
Orders**

42. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**No Obligation
by Federal
Government**

43. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

**Program Fraud
and False or
Fraudulent
Statements or
Related Acts**

44. Owner acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Owner's actions pertaining to this Agreement.

This Agreement is being executed as of the date set forth in the introductory paragraph.

OWNER [Owner Name] By: _____ Name: Title:	CITY: CITY OF ANTIOCH, a California municipal corporation By: _____ Name: Title:
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EXHIBIT A
SITE PLAN



EXHIBIT B

Stop the Spread Temporary Units (SSTU) Program Non- Isolation Protocols for Hotels/Motels Used for COVID-19 Response Guidance for Accommodation of High-Risk Persons Experiencing Homelessness

1. Pursuant to local shelter-in-place guidelines and community masking recommendations, hotel/motel staff should devise protocols around minimizing contact with guests, including during check in. If contact is unavoidable, staff should wear surgical masks and gloves if they are less than 6 feet from the guest and perform hand hygiene after checking in each guest. Staff and guests should stay 6 feet apart during interactions. Sanitize pens, counters, door handles and anything touched by hotel/motel guests.
2. Guests should remain in their rooms except for essential needs or services, including room cleaning. While outside their room, guests should wear a mask and maintain a distance of 6 feet. No visitors will be allowed except for service providers.
3. Housekeeping activities by hotel staff should be performed daily, or as outlined in the lease.
 - a. Bathroom supplies including soap, shampoo, toilet paper and tissues should be provided and can be left outside the room door for pickup by the guest.
 - b. Guest rooms shall be cleaned 1x/week or as outlined in lease agreement. Guest must be out of the room while hotel staff is cleaning. Housekeeping should replace and launder all linens, towels, remove garbage bags and replace with new liners, etc. Cleaning staff should wear personal protective equipment such as gloves and masks and use cleaning products that are EPA-certified. Cleaning staff should perform hand hygiene procedures after cleaning.
 - c. Upon check-out, on-site service provider will notify hotel staff when room is ready to be cleaned.
4. All meals should be left outside the room. Guests will be advised to pick them up by on-site service provider staff.
5. If emergency maintenance must be performed in the room, the guest should leave the room and go outside and remain 6 feet away from other people and follow community masking guidelines. Maintenance staff should wear mask and gloves to perform maintenance and then sanitize all equipment used to perform the maintenance. Routine EPA-certified cleaning supplies are adequate.
6. Hotel staff is expected to coordinate with on-site service staff as needed to ensure regular cleaning and maintenance is being done, and guests are complying with requirements of their stay. City contracted; on-site service provider staff will be on-site, 24 hours per day.

7. Additional resources on proper cleaning and disinfection can be found on the CDC website:

https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/cleaning-disinfection.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fprepare%2Fcleaning-disinfection.html

<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>