

**CITY OF SAND CITY
RESOLUTION SC 20-41, 2020**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY AUTHORIZING
RENEWAL OF A MAINTENANCE SERVICES AGREEMENT WITH HOPE REHABILITATION
SERVICES FOR FY 2020-2021**

WHEREAS, Sand City has previously entered into an agreement with HOPE Rehabilitation Services Gateway Industries beginning with (Resolution SC 98-56) to develop a partnership between the City and this non-profit organization for general maintenance services within the City limits; and

WHEREAS, the City and HOPE Rehabilitation Services have been pleased with the arrangements and have agreed to renew this unique, mutually beneficial relationship for FY 2020-2021 as indicated by Attachment A; and

WHEREAS, other functions could include weeding, planting, and other light maintenance jobs on an as-needed basis and other special events, as specified by the Sand City Public Works Supervisor; and

WHEREAS, the cost for services from July through December 2020 will remain at \$17.38 per hour, per worker and one supervisor for a \$1,412.15 per week, with semi-annual cost of \$36,715.90 for 26 weeks; and

WHEREAS, the cost for services from January through June 2021 will increase to \$18.71 per hour, per worker and one supervisor for a subtotal of \$1,520.21 per work week, with a semi-annual cost of \$39,525.57 for 26 weeks; and

WHEREAS, HOPE Rehabilitation Services will continue to provide State Compensation Insurance for the crew and supervisor while garbage bags, safety vests, and trash pickup devices would be provided or reimbursed by Sand City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sand City does hereby approve the following:

1. The attached Agreement is hereby accepted and renewed for an annual cost not to exceed \$76,300 for FY 2020-2021.
2. The City Manager is directed and authorized to execute the attached agreement and contract renewal for this program with HOPE Rehabilitation Services for one year, expiring June 30, 2021.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this 16th day of June, 2020 by the following votes:

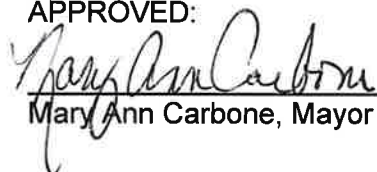
AYES: Council Members Blackwelder, Carbone, Cruz, Hawthorne, Sofer
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Connie Horca, Acting City Clerk

APPROVED:



Mary Ann Carbone, Mayor



Contingent Staffing Service Agreement

Hope Contacts

Accounts Receivable: Dixie Lim, dlim@hopeservices.org

30 Las Colinas Lane, San José, CA 95119

Hope Primary Contact for Project

Name: Greg Dinsmor
Phone: 831-758-0973
Cell: 831-901-4103
E-Mail: gdinsmore@hopeservices.org

Program Manger

Name: Greg Dinsmore
Phone: 831-758-0973
Cell: 831-901-4103
E-Mail: gdinsmore@hopeservices.org

Part 1 - Company Identification

Company: City of Sand City- Public Works

Address: 1 Pendergrass Way

Primary Contact:

Name: Aaron Blair, City Manager
Phone:
Cell:
E-Mail:

City: Sand City

Zip: 93955

Part 2 - Work Dates, Hours and Billing Rate

This agreement is for (check one): One or more individuals Group with Hope Supervisor

The work is (check one): Temporary Long term as agreed

Start Date: 7/01/2020

Contract Review Date: 6/30/2021 (or per change in local minimum wage.)

Work Hours: 8:45am – 12:00pm

Work Days: Monday thru Friday

of Workers: 4 client workers accompanied by 1 Hope Supervisor

Billing Rate: 07/01/2020 – 12/31/2020

\$86.90 per hour (\$17.38/hour per worker) Any hours over 8 in a day or 40 in a week will be billed at 1 ½ times

01/01/2022 – 06/30/2021

\$93.55 per hour (\$18.71/hour per worker) Any hours over 8 in a day or 40 in a week will be billed at 1 ½ times

Holidays: The following days are holidays that Hope observes and shall not be obligated to perform services.

Independence Day	7/3/20	Christmas Holiday	12/25/20
Labor Day	9/7/20	New Year's Day	1/1/21
Thanksgiving Day	11/26/20	Martin Luther King Day	1/18/21
Day after Thanksgiving	11/27/20	Presidents' Day	2/15/21
Christmas Eve	12/24/20	Memorial Day	5/31/21

Part 3 - Specific Job Duties

General maintenance services within the City limits to be agreed upon by City liaison and Hope manager. Duties can include:

- Trash removal
- Weeding
- Planting
- Light maintenance

Other, similar tasks as agreed upon by management, the worker and/or the Hope Supervisor

Part 4 - To Be Provided By

Hope and the Company will provide supplies and services as follows:

Hope Staffing Agreement

Company	Hope
<i>Materials needed for duties upon approval of purchase by Public Works Maintenance Supervisor.</i>	Training support
	Payroll burden incl. benefits, insurance, payroll administration
	Other disability related training and consulting
	Qualified workers, Uniforms
	Hope Supervisor who will remain with work crew at all times.
	Proof of Workers Compensation Insurance and list the City of Sand City as an additionally insured entity on Hope's general liability policy.

Part 5 - Additional Supplies/Costs (if any) Will be Paid For or Provided By: City of Sand City

Hope will prepare a list of needed supplies/materials and present to the Public Works Maintenance Supervisor. Upon approval the City will purchase and provide, or reimburse Hope for expenses.

Part 6 - Payroll and Billing

Hope pay periods are the 1st – 15th and 16th to the last day of each month. The worker(s) is responsible for reporting hours worked to Hope by fax or e-mail using the form provided by Hope and will submit hours to Hope weekly and/or by the 15th and last day of each month. In accordance with Department of Labor standards, overtime will be calculated at one and one half times the regular rate for any hours over 8 in one day and also for any hours worked over 40 in one week.

Hope will bill Company on the 15th and the last day of each month. Invoices are due and payable on receipt. Payment in full for invoices shall be made to Hope within thirty (30) days from invoice date. Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1 %) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due and Hope has notified Client verbally or in writing of the past due balance, Hope may, *upon 30 days' notice*, immediately cease providing any and all further Services without any liability to Client for interruption of pending work.

Implementation of this agreement is contingent on signing of this agreement by both the Company and Hope representatives.

Part 7 - Confidentiality

By signing this contract, you agree in accordance with California Welfare and Institutions Code Sections 5328 through 5330, to regard as confidential all information received directly or indirectly concerning any Hope client employed by you. Confidentiality extends to photos and you agree to request a written photo release for any photos displayed showing any Hope client.

Hope agrees that Hope staff will not disclose confidential business information to any party regarding the Company's practices, products or procedures.

Part 8 - Labor Law and Accommodations

All State and Federal Labor laws apply to all employees covered by this contract. On request, Hope will provide consultation relating to disability-related issues, application of labor law to employees with disabilities, and on accommodating persons with disabilities in the workplace.

Part 9 - Liability and Worker's Compensation Coverage

Hope Staffing Agreement

Hope assumes liability for clients and staff and is insured by the Cyprus Insurance Company Policy # **HOWC012759**. Certificates of insurance are available upon request. In the event of an emergency or life threatening injury, please call the local emergency services to provide care for any staff provided by Hope. Follow up by informing your Hope representatives as soon as possible. In the case of non-life threatening injury or illness, please contact your Hope representatives as soon as you become aware of the incident.

Part 10 - Approval *(required for implementation)*

When signed, this agreement will be held valid for a minimum of 90 days (unless temporary as noted in Part 2 above); either party may request renegotiation of the agreement with a 30-day notice.

			
Company or Representative	Date	Hope CE Manager	Date