

VENDOR AGREEMENT

This vendor agreement ("Agreement") is made and effective as of July 1, 2024 (the "Effective Date"), by and between the City of San Dimas ("Agency"), a municipal corporation, and YWCA of San Gabriel Valley ("Vendor").

RECITALS

Agency wishes to retain the services of an experienced and qualified Vendor to provide "Meal Program and Case Management for Senior Center Programs".

Vendor represents and warrants that it is qualified to perform those services.

AGREEMENT

I. SERVICES

Vendor will provide the work and services listed in the Scope of Services attached hereto as [Exhibit A]. Vendor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional, and satisfactory manner.

II. TERM

Unless terminated earlier as provided herein below, the Agreement will continue in full force and effect from the Effective Date through Jun-30-2027. Upon mutual written Agreement, the term of this Agreement can be extended annually for two (2) years period as the parties agree.

III. COMPENSATION

A. Vendor's Fee

For services rendered pursuant to this Agreement, Vendor will be paid in accordance with the Compensation Schedule attached hereto as [Exhibit B], provided, however, that in no event will the total amount of money paid to Vendor, for services initially contemplated by this Agreement, exceed the sum of \$60,0012.00 (sixty thousand and twelve dollars), unless otherwise first approved in writing by Agency. Should this Agreement be renewed, the Vendor's fee may be adjusted upon the written agreement of the parties.

B. Schedule of Payment

Provided the Vendor is not in default under the terms of this Agreement, upon presentation of an invoice, Vendor will be paid the fees described as provided

herein above. Payment will be due within thirty (30) days after the date of the invoice.

IV. TERMINATION OF AGREEMENT

- A. Agency may, at any time, for any reason, with or without cause, terminate this Agreement, or any portion hereof, by serving written notice of termination upon the Vendor at least ten (10) days prior to the date of termination. Upon receipt of said notice, the Vendor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency terminates a portion of this Agreement, such 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 Agency shall pay to Vendor the actual value of the work performed up to the time of termination, less any disputed amounts. Upon termination of the Agreement pursuant to this section, the Vendor will submit an invoice to the Agency as provided herein above.

V. FORCE MAJEURE

If either party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

VI. AGENCY REPRESENTATIVE

Agency's City Manager or designee shall represent Agency in all matters pertaining to the administration of this Agreement, with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by Agency under this Agreement, those actions will be taken by the Agency Director of Parks & Recreation or designee, unless otherwise stated. The Agency's Chief Executive has the right to designate another Agency Representative at any time, by providing notice to Vendor.

VII. VENDOR REPRESENTATIVE(S)

Vendor's Debra Ward, Chief Executive Office, YWCA San Gabriel Valley is designated as being the principal(s) and representative(s) of Vendor authorized to

act on its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement. Vendor shall not change the designated representatives without prior written consent of the Agency.

VIII. BUSINESS LICENSE

The Vendor must obtain an Agency business license prior to the start of work under this Agreement, unless Vendor is qualified for an exemption.

IX. OTHER LICENSES AND PERMITS

Vendor warrants that it has all professional, contracting, and other permits and licenses required to undertake the work contemplated by this Agreement.

X. VENDOR'S RECORDS

Records of the Vendor's time pertaining to the services and records of accounts between the Agency and the Vendor will be kept on a generally recognized accounting basis. Vendor will also maintain all other records, including without limitation invoices, correspondence, specifications, drawings, progress reports, and the like, relating to the Vendor's services. All records will be available to Agency during normal working hours. Vendor will maintain these records for three (3) years after final payment.

XI. RETENTION OF FUNDS

Vendor authorizes Agency to deduct from any amount payable to Vendor (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate Agency for any losses, costs, liabilities, or damages suffered by Agency, and all amounts for which Agency may be liable to third parties, by reason of Vendor's acts or omissions in performing or failing to perform Vendor's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Vendor, or any indebtedness exists that appears to be the basis for a claim, Agency may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of Agency to exercise the right to deduct or to withhold will not, however, affect the obligations of Vendor to insure, indemnify, and protect Agency as elsewhere provided in this Agreement.

XII. NON-LIABILITY OF AGENCY OFFICERS AND EMPLOYEES

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

XIII. INDEPENDENT CONTRACTOR

- A. Vendor is and shall at all times remain as to the Agency a wholly independent contractor. Vendor's employees performing the services under this Agreement on behalf of Vendor shall at all times be under Vendor's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Vendor or any of Vendor's employees, except as set forth in this Agreement. Vendor shall not at any time or in any manner represent that it or any of its employees or agents are in any manner employees or agents of the Agency. Vendor shall not incur nor have the power to incur any debt, obligation, or liability whatsoever against Agency, or bind Agency in any manner.
- B. No employee benefits shall be available to Vendor in connection with the performance of this Agreement. Except for the fees paid to Vendor as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Vendor and/or its employees for performing work or services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Vendor for injury or sickness to its employee(s) arising out of performing work or services hereunder.

XIV. SUBCONTRACTORS

Before Vendor retains or hires a subcontractor to provide any work, labor, or services relative to this Agreement, Vendor must:

- A. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to Agency;
- B. Present to the Agency the form of subcontract that will be used with the subcontractor for Agency's approval, which approval will not be unreasonably withheld. Such subcontract agreement must include an indemnity agreement that is generally in accord with the indemnity obligations contained herein of this Agreement and must specifically name the Agency as an indemnified party; and
- C. Secure from the subcontractor evidence of insurance coverage that meets with this Agreement including naming the Agency as an additional insured as required by this Agreement, unless such requirement is waived in writing by the Agency as provided herein below.

XV. INDEMNIFICATION

Vendor shall indemnify, defend, and hold harmless the Agency, and its officers, employees, and agents ("Agency Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorney's 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, including the Agency's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the Agency. In the event the Agency 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 Agency Indemnitees or at the Agency's option reimburse the Agency Indemnitees their costs of defense, including reasonable attorney's fees, incurred in defense of such claims.

Payment by Agency is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Vendor and Agency, as to whether liability arises from the sole negligence or willful misconduct of the Agency or its officers, employees, or agents, Vendor will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely negligent or to have acted with willful misconduct. 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.

XVI. INSURANCE

Without limiting Vendor's indemnification of Agency, 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 types and amounts described below and in a form that is satisfactory to Agency.

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.

Umbrella or excess liability insurance. [If required to meet higher limits]. Vendor shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage,

including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Vendor obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

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 Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees, and volunteers.

Other provisions or requirements

Proof of insurance. Vendor shall provide certificates of insurance and required endorsements to Agency as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency for the contract period and any additional length of time required thereafter. Agency 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 contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Vendor, their agents, representatives, employees, or subconsultants.

Primary/non-contributing. Coverage provided by Vendor shall be primary and any insurance or self-insurance procured or maintained by Agency 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 Agency

before the Agency's own insurance or self- insurance shall be called upon to protect it as a named insured.

Agency'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, Agency has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Agency will be promptly reimbursed by Vendor or Agency will withhold amounts sufficient to pay premium from Vendor payments. In the alternative, Agency 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 Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, 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 Agency and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Vendor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Vendor of non-compliance with any requirement imposes no additional obligations on the Agency 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 Agency 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 Agency.

Notice of cancellation. Vendor agrees to oblige its insurance agent or broker and insurers to provide the Agency 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. If any of the Vendor's insurers are unwilling to provide such notice, then Vendor shall have the responsibility of notifying the Agency

immediately in the event of Vendor's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, agents, and volunteers shall be additional insureds under such 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 Agency 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 subconsultants, subcontractors, and any other party who is brought into or involved in the services by Vendor (hereinafter collectively "Subcontractor"), 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. However, in the event Vendor's Subcontractor cannot comply with this requirement, which proof must be submitted to the Agency, Vendor may still be able to utilize the Subcontractor provided Vendor shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Vendor, but in all other terms consistent with the Vendor's requirements under this Agreement. This provision does not relieve the Vendor of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its Subcontractors. This provision is intended solely to provide Vendor with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Vendor under this Agreement given the limited scope of work or services provided by the Subcontractor. Vendor agrees that upon request, all agreements with Subcontractors, and others engaged in the services, will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Vendor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Vendor, the Agency and Vendor may renegotiate Vendor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely notice of claims. Vendor shall give Agency 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.

XVII. CONFLICT OF INTEREST

No officer or employee of the Agency may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that affects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

XVIII. NOTICE

All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

- A. Personal delivery. When personally delivered to the recipient; notice is effective on delivery.
- B. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

- C. Certified mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- D. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice; notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To AGENCY: The City of San Dimas
 245 East Bonita Avenue
 San Dimas, CA 91773
 Attention: Chris Constantin, City Manager

To VENDOR: YWCA of San Gabriel Valley
 934 North Grand Avenue
 Covina, CA 91724
 Attention: Debra Ward, Chief Executive Office

- F. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- G. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement. Any change in address or fax number that is not provided to the other party will not void delivery of any notice under this Agreement, and delivery to the last known address or fax number shall be deemed sufficient for notice under this Agreement.

XIX. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either Agency or Vendor without the prior written consent of the other.

XX. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of Agency and Vendor as to those matters contained in it. No prior oral or written understanding will be of any

force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

XXI. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

XXII. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

XXIII. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

XXIV. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in a court of competent jurisdiction within the county in which Agency is located.

XXV. COMPLIANCE WITH STATUTES AND REGULATIONS

Vendor will be knowledgeable of and will comply with all applicable federal, state, local, county, and city statutes, rules, regulations, ordinances, and orders.

XXVI. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

XXVII. ATTORNEY'S FEES

Except as provided for herein above, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this

Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment, including post-judgment attorney's fees costs and expenses and any attorneys' fees or costs incurred on appeal of any judgment.

XXVIII. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

XXIX. VENDOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the Vendor warrant: (i) the Vendor is duly organized and existing under the appropriate state laws; (ii) they are duly authorized to execute this Agreement on behalf of the Vendor; (iii) by so executing this Agreement, the Vendor is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Vendor is bound.

By VENDOR: YWCA of San Gabriel Valley

(Signature)

(Typed Name)

(Title)

AGENCY: City of San Dimas
A Municipal Corporation

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

By City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

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EXHIBIT A
SCOPE OF SERVICES

As part of this agreement between AGENCY and VENDOR, VENDOR will provide:

1. Annual in-kind delivery of coordinated Older Americans Act services. The scope of these services are elderly nutrition program services including congregate meal services, home delivered meal/telephone reassurance services and all related services.
2. Care Management services and Supportive services to the local community to include: Monthly Case Management appointments located at the San Dimas Senior Center (201 E. Bonita Ave., San Dimas), that consist of intake/screening, assessment, advocacy, counseling, care planning, home delivered meals, homemaking and personal care, informal support/arranged/purchase of services, medical equipment, transportation, utility payment assistance, follow-up and reassessment.
3. Operation of group dining C1/C2 meal program Monday through Friday.
 - a. VENDOR to follow all LA County Department of Public Health guidelines and procedures. VENDOR to keep an A rating with the LA County Department of Public Health Retail Food Official Inspection Report.
 - b. VENDOR to provide a qualified Site Manager to operate lunch service program. The Congregate Nutrition Services (C1) provides healthy meals to older Americans in a congregate setting at the City of San Dimas Senior Citizen Community Center and provides opportunities for social engagement. The Home-Delivered Nutrition Services (C2) provides home-delivered meals for homebound individuals.
 - c. VENDOR will receive direction from AGENCY if reasonable requests are made of VENDOR concerning menu. VENDOR will provide AGENCY with monthly menu.
 - d. VENDOR to recruit, coordinate, train, and monitor volunteers for lunch program services.
 - e. VENDOR to track and report lunch program attendance to AGENCY.
 - f. VENDOR to provide lunch service on time in coordination with daily service schedule.
 - g. VENDOR to collect and deposit lunch program suggested donations. The donations are made to the VENDOR and deposited to the VENDOR's

account.

- h. VENDOR to perform all cleaning services described in Exhibit D, in accordance with the daily and weekly schedules therein, at the Senior Citizen Community Center.
- i. VENDOR to communicate any facility concerns to AGENCY.

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EXHIBIT B
COMPENSATION SCHEDULE

AGENCY will make a payment not to exceed \$1,667.00 monthly for a total of \$20,004.00 annually based on AGENCY's Warrant Schedule. AGENCY will also provide in-kind contributions detailed in the VENDOR's In-Kind Services Agreement "A" (Exhibit C).

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