

ATTACHMENT A

Contract Summary

BC 13-066

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

| | | |
|-----|--|--------------------|
| D1. | Fiscal Year..... | 2012-2013 |
| D2. | Budget Unit Number (plus -Ship/Bill codes in parenthesis)..... | |
| D3. | Requisition Number | |
| D4. | Department Name | Community Services |
| D5. | Contact Person | AJ Quinoveva |
| D6. | Telephone..... | (805) 560-1090 |

| | | |
|-----|--|-----------------------------------|
| K1. | Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital | |
| K2. | Brief Summary of Contract Description/Purpose | Casa Esperanza Shelter Operations |
| K3. | Original Contract Amount | \$140,330 |
| K4. | Contract Begin Date | July 1, 2012 |
| K5. | Original Contract End Date..... | June 30, 2013 |
| K6. | Amendment History (leave blank if no prior amendments) | |
| K7. | Department Project Number | |

| | | |
|-----|---|-----|
| B1. | Is this a Board Contract? (Yes/No) | Yes |
| B2. | Number of Workers Displaced (if any) | |
| B3. | Number of Competitive Bids (if any) | |
| B4. | Lowest Bid Amount (if bid)..... | |
| B5. | If Board waived bids, show Agenda Date | N/A |
| | and Agenda Item Number..... | N/A |
| B7. | Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph) | N/A |

| | | |
|-----|--|-----------|
| F1. | Encumbrance Transaction Code | |
| F2. | Current Year Encumbrance Amount..... | |
| F3. | Fund Number..... | 0001 |
| F4. | Department Number | 057 |
| F5. | Division Number (if applicable) | |
| F6. | Account Number..... | |
| F7. | Cost Center number (if applicable) | |
| F8. | Payment Terms | Quarterly |

| | | |
|------|--|-----------------------------------|
| V1. | Vendor Numbers (A=Auditor; P=Purchasing) | |
| V2. | Payee/Contractor Name..... | Casa Esperanza Homeless Center |
| V3. | Mailing Address | 816 Cacique Street |
| V4. | City State (two-letter) Zip (include +4 if known)..... | Santa Barbara, CA 93103 |
| V5. | Telephone Number | |
| V7. | Contact Person | Michael Foley, Executive Director |
| V8. | Workers Comp Insurance Expiration Date | |
| V9. | Liability Insurance Expiration Date[s] (G=Genl; P=Prof)..... | |
| V10. | Professional License Number | |
| V11. | Verified by (name of county staff) | Dinah Lockhart |

V12 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 9-10-12 Authorized Signature: 

Attachment A

County of Santa Barbara

2012-2013

Shelter Operations

General Fund Grant Agreement

\$140,330



CONTRACT ADMINISTRATION: Santa Barbara County Community Services Department

CONTRACTOR: Casa Esperanza Homeless Center

PROGRAM NAME: Casa Esperanza Emergency Homeless Shelter

CONTRACT NUMBER:

2012-2013 GENERAL FUND GRANT AGREEMENT

THIS Agreement is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "COUNTY") and, Casa Esperanza Homeless Center, a California not-for-profit public benefit corporation, (hereinafter "CONTRACTOR").

WITNESSETH THAT

WHEREAS, COUNTY provides funds to partially finance specific programs that provide Shelter Services (as defined in Section 1 below) to Homeless persons (as defined in Section 1 below) on a seven (7) days per week basis and

WHEREAS, the Board of Supervisors approved funding in the amount of \$345,000 for the operations of three homeless shelters for Fiscal Year 2012-2013; and

WHEREAS, CONTRACTOR is one of the entities in Santa Barbara County that provides Shelter Services to homeless persons; and

WHEREAS, CONTRACTOR has experience, knowledge and skill to provide Shelter Services; and

WHEREAS, COUNTY through its Community Services Department will oversee CONTRACTOR's performance and conduct the review, approval and payment of invoices,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DEFINITIONS

The following terms have the following meanings wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference:

"Administrative Costs" means the costs associated with accounting for the use of funds under this Agreement, preparing reports for submission to COUNTY, similar costs related to administering funds under this Agreement, and staff salaries associated with these administrative costs.

"Agreement" means this legally binding contract entered into between COUNTY and CONTRACTOR.

"COUNTY" means the County of Santa Barbara, a political subdivision of the State of California.

"Eligible Costs" means costs reimbursable under this Agreement.

“Essential Services Costs” means costs incurred for the provision of, or referral to, services concerned with employment, health, education, family support services, substance abuse services, victim services, or mental health services.

“Financial Close-Out Period” means a period of not more than forty-five (45) calendar days from the termination or expiration of this Agreement.

“Homeless” means (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence

(2) An individual or family who will imminently lose their primary nighttime residence (3) Unaccompanied youth under 25 years of age, or families with children and youth who: (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C., § 5732a); section 637 of the Head Start Act (42 U.S.C., § 9832); section 41403 of the Violence Against Women Act of 1994 (42 U.S.C., § 14043e-2); section 330(h) of the Public Health Service Act (42 U.S.C., § 254b(h)); section 3 of the Food and Nutrition Act of 2008 (7 U.S.C., § 2012); section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C., § 1786(b)); or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C., § 11434a); all implementing regulations; and, all as may be amended; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; and (iii) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

“Operating Costs” means costs incurred by CONTRACTOR operating a facility in which Shelter Services are provided with respect to (A) the administration, maintenance, repair, and security of such a facility; and (B) utilities, fuels, furnishings, and equipment for such a facility.

“Operating Start Date” means the date CONTRACTOR first incurs Eligible Costs, after all contract conditions have been met.

“Program” means the provision of Shelter Services as set forth in the Statement of Work attached hereto and incorporated herein as Exhibit A to this Agreement. Any one of these activities constitutes a component of the overall Program funded under this Agreement.

“Shelter Services” means those services provided by CONTRACTOR as set forth in Section 1 of CONTRACTOR’s Primary Responsibilities in Exhibit A to this Agreement.

2. CONTRACT ADMINISTRATION

The Santa Barbara County Community Services Department, or its designee, shall have full authority to act for COUNTY in the administration of this Agreement on behalf of COUNTY.

3. SCOPE OF SERVICES

CONTRACTOR will perform all the services set forth in Exhibit A to this Agreement.

4. TIME OF PERFORMANCE

This Agreement shall begin on July 1, 2012, and shall be completed by June 30, 2013, subject to the termination provisions contained herein.

5. COMPENSATION

A. COUNTY will pay CONTRACTOR an amount of money not to exceed the sum of One Hundred Forty Thousand Three Hundred Thirty Dollars (\$140,330), which payment shall constitute full and complete compensation for CONTRACTOR’s services provided hereunder.

B. CONTRACTOR will receive funding under this Agreement for the performance of services in accordance with Section 3 above and the following Eligible Costs:

- i) Administrative Costs
- ii) Essential Services Costs
- iii) Operating Costs

C. COUNTY assumes no responsibility to pay for costs not specifically set forth in Section 3 of this Agreement. Further, CONTRACTOR understands that COUNTY makes no commitment to fund the Program beyond the term of this Agreement.

6. METHOD OF PAYMENT

A. CONTRACTOR shall receive reimbursement for Eligible Costs, subject to availability of funds for the Program and subject to all other provisions of this Agreement.

B. Invoices shall be submitted to COUNTY within thirty (30) days of the end of the quarter in which Eligible Costs were incurred. Invoices shall be in form and detail satisfactory to COUNTY. Invoices shall be accurate and complete in all respects and submitted in accordance with Section 6.B. If inaccurate or incomplete invoices are submitted to COUNTY, COUNTY may reject invoices and require CONTRACTOR to correct or clarify invoices until deemed acceptable by COUNTY. Eligible Costs shall only be deemed eligible for reimbursement if they are supported by properly executed invoices, time records, copies of payroll checks, or other official documentation evidencing in detail acceptable

to COUNTY the nature and propriety of the charges. Monthly beneficiary reports shall accompany all requests for reimbursement pursuant to this Agreement.

7. DISBURSEMENT OF FUNDS

COUNTY shall disburse funds under this Agreement to CONTRACTOR for reimbursement for Eligible Costs within thirty (30) days of CONTRACTOR'S submission of a satisfactory invoice in accordance with Section 6.B. of this Agreement.

8. WITHHELD PAYMENTS

Payments to the CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any of the provisions of this Agreement.

9. FISCAL ACCOUNTABILITY

A. CONTRACTOR agrees to manage money received under this Agreement in accordance with sound accounting policies; incur only Eligible Costs for reimbursement; and adhere to the requirements established in OMB Circulars A-110, A-122 and A-133.

B. CONTRACTOR must establish and maintain on a current basis an accrual-accounting system in accordance with generally accepted accounting principles and standards. Further, CONTRACTOR must develop an accounting procedures manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

C. Checks, payrolls, or other accounting documents shall be clearly identified and readily made available to COUNTY. All accounting records and supportive documentation shall be made available to COUNTY at the CONTRACTOR'S main accounting office.

10. REVENUE DISCLOSURE REQUIREMENT

Upon request by COUNTY, CONTRACTOR shall file with COUNTY a written statement listing all revenues received, or expected to be received, by CONTRACTOR from federal, state, county, or city sources, or other governmental sources with respect to the Program which is the subject of this Agreement. Such statement shall reflect the dollar amount of funding provided, or to be provided, by each and every governmental agency for the Program, and the full name and address of each governmental agency providing such funding.

11. JOINT FUNDING

COUNTY shall not pay for any costs incurred by CONTRACTOR that has been or will be paid with other funds. If COUNTY determines that it has paid for any costs that have also been paid for with other funds, CONTRACTOR shall reimburse those funds to COUNTY.

12. INTEREST EARNED

No interest shall be earned on any funds deposited under this Agreement.

13. NOTICES

All notices under this Agreement shall be served in writing. Notices to the CONTRACTOR under this Agreement shall be sent to the CONTRACTOR representative at the following address or such other address as CONTRACTOR designates in writing:

Michael Foley, Executive Director
Casa Esperanza Homeless Center
816 Cacique Street
Santa Barbara, CA 93103

Notices, reports and statements to COUNTY shall be delivered or sent to the Director of the Santa Barbara County Community Services Department or his/her designee at the following address or such other address as COUNTY designates in writing:

Director
Santa Barbara County Community Services Department
105 E. Anapamu Street, Room 105
Santa Barbara, CA 93101

14. INDEPENDENT CONTRACTOR

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability.

15. GRIEVANCE PROCEDURES

CONTRACTOR shall establish and implement a program for the resolution of any grievance or disagreement that a participant may have with another participant or with CONTRACTOR staff regarding services provided under this Agreement. CONTRACTOR shall maintain documentation of all such grievances. The documentation shall contain a description of the grievance and of the resolution or disposition of said grievance. Said documentation shall be retained in a central dispute or grievance file, which file shall be made available to COUNTY upon request.

16. SUBCONTRACTS

A. All subcontracts under this Agreement must be approved by the COUNTY in writing including purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, consultant services subcontracts, and construction subcontracts that are paid with funds provided under this Agreement. All subcontracts entered into in the performance of this Agreement shall:

- i) Be in writing.
- ii) Be subject to the terms and conditions set forth in this Agreement, and contain the applicable provisions of this Agreement.

- iii) Specifically prohibit assignment or transfer of interest without prior written approval by COUNTY.
 - iv) Specifically provide proof, when applicable, of qualifications necessary, appropriate permits and/or business licenses.
 - v) Specifically provide parties to the subcontract, a full description of the exact scope of services to be performed, the length of time, and compensation for services rendered.
- B. COUNTY's approval of any subcontracts under this Agreement shall not be construed as compliance with Federal, State, and local laws, ordinances, regulations, directives and guidelines, or as a waiver of any rights to challenge such subcontracts. COUNTY's approval of any such subcontracts shall not imply that any costs incurred as part of such subcontracts are Eligible Costs. Further, COUNTY's approval of any such subcontracts shall not bind or obligate COUNTY to the terms of any such subcontract, nor shall COUNTY's approval of such subcontracts make COUNTY a promisor, guarantor, or surety of SUBRECIPIENT's performance of the terms of such subcontracts.
- C. Under no circumstances shall the CONTRACTOR enter into subcontracts the compensation for which is on a cost plus percentage basis.
- D. Eligible Costs pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges, including but not limited to receipts and invoices, that comply with invoicing provisions of this Agreement, including but not limited to Section 6.

17. PROGRAM MONITORING

- A. COUNTY shall monitor CONTRACTOR's performance and may conduct Program evaluations, which may include but is not limited to a review of the effectiveness and impact of the Program and the internal systems such as reporting tools, tracking systems and techniques developed by CONTRACTOR to serve Homeless persons, at any time during the term of this Agreement. COUNTY shall provide written notice to CONTRACTOR for all visits, observe client confidentiality rules and shall have the right of unlimited access to all activities and facilities operated by the CONTRACTOR under this Agreement.
- B. Facilities for the purpose of Subsection A above include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going Program functions. CONTRACTOR shall ensure the cooperation of its staff and board members in providing complete access to the COUNTY.
- C. Monitoring visits will consist of announced visits focusing on the extent to which the proposed Program has been implemented, effectiveness of Program administration and management.

18. AUDITS AND INSPECTIONS

- A. COUNTY reserves the right to dispatch auditors of their choosing to any site where the Program is being conducted, controlled or advanced in any way, tangible or intangible. Said sites may include the home office, any branch office or other locations of CONTRACTOR if such site or the activities performed thereon have any relationship to the Program funded herein. COUNTY shall provide written notice to CONTRACTOR for all announced visits.
- B. CONTRACTOR shall make available at all times during the term of this Agreement and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of CONTRACTOR. CONTRACTOR's staff will cooperate fully with auditors when they conduct audits and examinations of CONTRACTOR's Program.
- C. At COUNTY's discretion, COUNTY may request at any time audits of CONTRACTOR's performance under this Agreement. This Section 18 survives the expiration and/or termination of this Agreement.

19. AUDIT FINDINGS

- A. CONTRACTOR agrees that in the event the Program established hereunder is audited by independent auditors, COUNTY, or appropriate federal, state, and local audit agencies, CONTRACTOR shall be solely responsible for the consequences of all audit finding(s) and complying with all required corrective actions. In the event that said findings have a fiscal impact on COUNTY, CONTRACTOR shall fully indemnify, defend, and hold harmless and pay COUNTY the full amount of COUNTY costs resulting from such finding(s).
- B. If any audit findings indicate misappropriation or misapplication of the funds under this Agreement COUNTY may require further or additional audits, and the costs of the audits shall be borne solely by CONTRACTOR and are not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to in writing by COUNTY.
- C. In the event that an audit raises questions regarding the eligibility of expenses that have been paid to CONTRACTOR under this Agreement, COUNTY shall notify and provide CONTRACTOR the opportunity to justify said expenditures prior to making a final determination of disallowed costs.
- D. Upon a final determination of disallowed costs, if any, CONTRACTOR agrees to repay all said costs to COUNTY within sixty (60) days after issuance of County's final determination.

20. RECORDS

- A. CONTRACTOR shall maintain records in accordance with requirements prescribed by this Agreement and by COUNTY, including with respect to all matters under this Agreement and under any subcontract. Except where otherwise required by law to be retained for a longer period of time, such records shall be retained within Santa Barbara County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them earlier is granted in writing by the COUNTY and all agencies that may otherwise require the retention of such records. These records shall be made

available to COUNTY for copying, audit, and inspection at any time during normal business hours.

- B. At such times and in such forms as COUNTY may require, CONTRACTOR shall furnish to COUNTY such statements, records, reports, financial data and information as COUNTY may request pertaining to matters covered by this Agreement and any subcontract.

21. INSURANCE

Insurance coverage as set forth in Exhibit C to this Agreement and incorporated herein must be in full force and effect during the term of this Agreement as set forth in Section 4 hereof.

22. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and save harmless COUNTY as set forth in Exhibit C.

23. COMPLIANCE WITH LAWS AND REGULATIONS

All parties agree to be bound by applicable Federal, State, and Local laws, ordinances, regulations directives and guidelines as they pertain to the performance of this Agreement including but not limited to required licenses or permits. CONTRACTOR further assures and certifies that it shall comply with all applicable regulations and guidelines as they exist or may be amended.

24. ASSIGNMENT

This Agreement is not assignable by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any performance of the terms of this Agreement without written consent of COUNTY shall be null and void and shall constitute a material breach of this Agreement.

25. LIMITATION OF CORPORATE ACTS

The CONTRACTOR shall not move to dissolve, transfer any assets derived from funds provided herein or take any other steps which may materially affect the performance of this Agreement without first notifying COUNTY in writing. The CONTRACTOR shall notify COUNTY within forty-eight (48) hours, in writing of any change in the CONTRACTOR's legal name.

26. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

27. DISCRIMINATION

No person shall, on the grounds of race, ethnicity, sex, creed, color, religion, age, sexual orientation, disability or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, program or employment supported by this Agreement. This Agreement is subject to COUNTY's anti-discrimination ordinance set forth as Santa Barbara County Code Sections 2-94 through 2-98, all as may be amended, which is hereby incorporated by reference.

28. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PRACTICES

CONTRACTOR shall make every effort to provide equal employment and career advancement opportunities for minorities, women and small businesses. In addition, CONTRACTOR shall make every effort to employ residents of the area in which this Program is located and shall keep a record of the positions that have been created directly as a result of this Program.

29. NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person to fill a position funded in part or in whole through this Agreement if a member of that person's immediate family is employed in an administrative capacity by CONTRACTOR. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, fiscal, supervisory or management responsibilities, including but not limited to serving on the governing body of CONTRACTOR.

30. RELIGIOUS AND POLITICAL ACTIVITIES

CONTRACTOR agrees that funds under this Agreement will be used exclusively for performance of the work required herein, and that no funds made available under this Agreement shall be used to promote religious or political activities. Further, CONTRACTOR agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.

31. AMERICANS WITH DISABILITIES ACT

CONTRACTOR agrees to comply with the requirements of the Americans with Disabilities Act ("ADA") 42 U.S.C., §§ 12101 et seq., and all implementing regulations, all as may be amended, and to ensure that the Program and facilities in which the Program is conducted are accessible to and usable by persons with disabilities. CONTRACTOR further agrees to provide for reasonable accommodations to allow qualified persons with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADA. CONTRACTOR attests, that it has adopted and is enforcing Certification Regarding Compliance with the Americans with Disabilities Act consistent with the form attached hereto as Exhibit B and incorporated herein by this reference.

32. CITIZEN PARTICIPATION

CONTRACTOR shall promptly provide all Program data necessary for COUNTY to provide reports to citizens regarding the subject matter of this Agreement. CONTRACTOR

representatives shall be available to respond to questions, receive recommendations, and attend meetings when so requested by the Director of the Santa Barbara County Community Services Department or his/her designee.

33. PROGRAM CHANGES

In the event that CONTRACTOR wishes to make changes to the Program, written approval by the COUNTY is required. CONTRACTOR shall request approval for all changes in writing to COUNTY.

34. AMENDMENTS

This Agreement, together with Exhibits A-C, embodies the whole of the agreement of the parties hereto. Any amendments or modifications to this Agreement must be in writing executed by both CONTRACTOR and COUNTY. No oral conversation between any employee, officer, or agent of the parties shall modify or be deemed to be a binding interpretation of any of the terms or conditions of this Agreement.

35. WAIVERS

- A. No waiver by COUNTY of a breach of any provision of these conditions shall be deemed for any purpose to be a waiver of breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.
- B. COUNTY's failure to discover or object to any unsatisfactory work or invoices prior to payments made under this Agreement will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or invoices or seek any other legal remedy.

36. BREACH

Subject to Section 40 of this Agreement, in the event either party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies at law or equity including termination of this Agreement and specific performance. Said rights and remedies are cumulative except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

37. DEFAULTS

Should CONTRACTOR fail to comply with the terms of this Agreement, COUNTY will provide written notice to CONTRACTOR identifying specific items of noncompliance. If CONTRACTOR fails to deliver an acceptable written response and workplan to correct the default within fifteen (15) days, COUNTY shall have the right to:

- i) Reduce funding;
- ii) Make changes in the scope of services of this Agreement;
- iii) Place CONTRACTOR on probation status; and/or
- iv) Suspend payments;

This Section shall not otherwise limit, restrict, or otherwise affect COUNTY's ability to terminate this Agreement.

38. TERMINATION

- A. This Agreement may be terminated at any time by either party upon giving thirty (30) days notice in writing to the other party.
- B. COUNTY may immediately terminate this Agreement upon the termination of funding for the Program or if for any reason the timely completion of the work under this Agreement is rendered infeasible or impossible.
- C. This Agreement may also be terminated or suspended in COUNTY's sole discretion for actions and behavior by CONTRACTOR that undermines the integrity of the Program, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior and health code violations.
- D. Any disposal of property, documents, data, studies, reports and records purchased or prepared by the CONTRACTOR under this Agreement shall comply with all Federal, State, and local laws, ~~ordinances,~~ regulations, directives and guidelines and be done in accordance with this Agreement.
- E. In the event that CONTRACTOR ceases or intends to cease to operate, (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) CONTRACTOR shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations but in any event no later than prior to ceasing operations.
- F. Upon satisfactory completion of all closeout activities, COUNTY shall determine the total amount of compensation that shall be paid to CONTRACTOR for any unreimbursed Eligible Costs incurred in the satisfactory performance of this Agreement.
- G. COUNTY may withhold any payments due to CONTRACTOR until such time as the exact amount of damages resulting from CONTRACTOR's breach is determined.
- H. Subsections D, E, F G, and H shall survive beyond the term expiring upon the date specified in section 4 of this Agreement.

39. NOTICE OF TERMINATION

In the event that this Agreement is terminated prior to its expiration, CONTRACTOR shall immediately notify all of its employees and Program participants and shall notify in writing COUNTY and any parties subcontracted under this Agreement within five (5) working days after the termination of this Agreement.

40. EFFECT OF LEGAL JUDGMENT

Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.

41. CHOICE OF LAW GOVERNING THIS AGREEMENT

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

42. CONTRACT

This Agreement consists of this document and Exhibits A through C which together constitute the entire understanding and agreement of the parties.

43. AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatories to this Agreement are fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

44. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth above.

"CONTRACTOR:"

Casa Esperanza Homeless Center
a nonprofit public benefit corporation

By: _____
Name: Michael Foley
Title: Executive Director

Date: _____

By: _____
Name: Mark Asman
Title: President

"COUNTY:"

THE COUNTY OF SANTA BARBARA

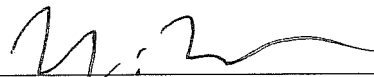
By: _____
Name: Doreen Farr
Title: Chair, County Board of Supervisors

ATTEST:


CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy Clerk

Approved as to Form:
DENNIS A. MARSHALL
COUNTY COUNSEL

By:  _____
Name: Mike Munoz
Title: Deputy County Counsel

Approved as to Form:
GENERAL SERVICES DEPARTMENT
RISK MANAGEMENT DIVISION

By:  _____
Name: Ray Aromatorio
Title: Risk Manager

Approved as to Accounting Form:
ROBERT W. GEIS, CPA
COUNTY AUDITOR-CONTROLLER

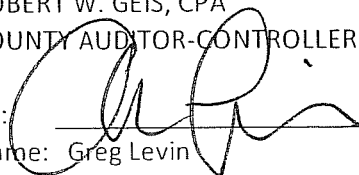
By:  _____
Name: Greg Levin
Title: Division Chief

EXHIBIT A
STATEMENT OF WORK

Program Description

The Casa Esperanza Emergency Homeless Shelter is located at 816 Cacique Street, Santa Barbara, California and provides Shelter Services for Homeless persons.

CONTRACTOR's Primary Responsibilities

1. Provision of Shelter Services, including:
 - a. Provision of up to two hundred (200) emergency shelter beds per night during the months of December through March, and thirty (30) beds during the months of April through November, for a total of at least twenty-eight thousand (28,000) bed nights annually for use as emergency overnight shelter;
 - b. Provision of, or referrals to, services as covered by Essential Services Costs defined in Section 1 above;
 - c. Operation of the facility in which Shelter Services are provided as covered by Operating Costs defined in Section 1 above;
 - d. Meal and snack service;
 - e. Supervision and security

CONTRACTOR will establish shelter rules and maintain a safe environment for Homeless persons. CONTRACTOR may refuse shelter to Homeless persons who demonstrate inappropriate behavior or do not follow shelter rules.

2. Administration of the Program, including:
 - a. Accounting for the use of funds under this Agreement
 - b. Administering funds under this Agreement
 - c. Preparation of reports for submission to COUNTY

Daily Hours of Operation

The shelter will open daily at 6:00 p.m. and close the following morning at 7:00 a.m.

EXHIBIT B
CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

The CONTRACTOR (hereinafter CONTRACTOR) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C., §§ 12101 et seq. and its implementing regulations, all as may be amended.

The CONTRACTOR will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services, activities and facilities in accordance with the provisions of the Americans with Disabilities Act.

The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

The CONTRACTOR will 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 the parties entered into this transaction.

CONTRACTOR: Casa Esperanza Homeless Center

CONTRACT NUMBER:

NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Michael Foley, Executive Director

SIGNATURE

DATE

EXHIBIT C
INDEMNIFICATION AND INSURANCE PROVISIONS
for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or its agents or employees or other independent contractors; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify, defend and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or its agents or employees or other independent contractors to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in California Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. **General and Automobile Liability Insurance:** The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor

vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.