

# **SHELTER OPERATIONS GENERAL FUND GRANT AGREEMENT**

**BETWEEN  
COUNTY OF SANTA BARBARA  
AND  
CASA ESPERANZA HOMELESS CENTER**

**Casa Esperanza Emergency Shelter**

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 "GRANTEE").

## **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 on June 11, 2014 in the amount of \$345,000 for the operations of three homeless shelters for Fiscal Year 2014-2015; and

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

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

**WHEREAS**, GRANTEE operates the Casa Esperanza Emergency Shelter; and

**WHEREAS**, COUNTY will provide \$110,710 to GRANTEE to provide Shelter Services at the Casa Esperanza Emergency Shelter; and

**WHEREAS**, COUNTY through its Community Services Department (hereinafter "COUNTY CSD") will oversee GRANTEE'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" mean 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 GRANTEE.

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

“Eligible Costs” mean costs incurred during the performance of services pursuant to Exhibit A to this Agreement. Eligible Costs are restricted to Administrative Costs, Essential Services Costs, and Operating Costs.

“Essential Services Costs” mean 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.

“HOMELESS” is defined in 24 CFR 576.2, as may be amended, and means: (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low income individuals); or (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that: (i) The primary nighttime residence will be lost within fourteen (14) days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but 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” mean costs incurred by GRANTEE 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.

“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” mean those services provided by GRANTEE as set forth in Section 1 of GRANTEE’s Primary Responsibilities in Exhibit A to this Agreement.

2. CONTRACT ADMINISTRATION

COUNTY CSD, 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

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

4. TIME OF PERFORMANCE

This Agreement shall begin on the date executed by all parties to be effective as of July 1, 2014 and shall terminate on June 30, 2015, subject to the termination provisions contained herein.

5. COMPENSATION

A. COUNTY will pay GRANTEE, on a reimbursement basis as set forth in Section 6 below, an amount of money not to exceed the sum of One Hundred Ten Thousand Seven Hundred Ten Dollars (\$110,710), which payment shall constitute full and complete compensation for GRANTEE’s services provided hereunder.

B. GRANTEE will receive funding under this Agreement for the performance of services in accordance with Exhibit A to this Agreement and the following Eligible Costs as defined in Section 1:

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

Costs not associated with the performance of services pursuant to Exhibit A to this Agreement, such as fund raising and public relations, are not reimbursable under this Agreement.

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

6. METHOD OF PAYMENT

A. GRANTEE 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.

- C. 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 GRANTEE to correct or clarify invoices until deemed acceptable by COUNTY. Monthly performance measure reports shall accompany all requests for reimbursement pursuant to this Agreement, including for costs incurred prior to the execution of this Agreement.

7. DISBURSEMENT OF FUNDS

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

8. WITHHELD PAYMENTS

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

9. FISCAL ACCOUNTABILITY

- A. GRANTEE 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. GRANTEE must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, GRANTEE 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 GRANTEE's main accounting office.

10. REVENUE DISCLOSURE REQUIREMENT

Upon request by COUNTY, GRANTEE shall file with COUNTY a written statement listing all revenues received, or expected to be received, by GRANTEE 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 GRANTEE 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, GRANTEE 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 GRANTEE under this Agreement shall be sent to GRANTEE's representative at the following address or such other address as GRANTEE designates in writing:

Bob Bogle, Interim 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 COUNTY CSD 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

GRANTEE shall establish and implement a program for the resolution of any grievance or disagreement that a participant may have with another participant or with GRANTEE staff regarding services provided under this Agreement. GRANTEE 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 COUNTY CSD 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 CSD.
- 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 CSD'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 CSD's approval of any such subcontracts shall not imply that any costs incurred as part of such subcontracts are Eligible Costs. Further, COUNTY CSD's approval of any such subcontracts shall not bind or obligate COUNTY to the terms of any such subcontract, nor shall COUNTY CSD's approval of such subcontracts make COUNTY a promisor, guarantor, or surety of GRANTEE's performance of the terms of such subcontracts.
- C. Under no circumstances shall GRANTEE 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 GRANTEE'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 GRANTEE to serve Homeless persons, at any time during the term of this Agreement. COUNTY shall provide written notice to GRANTEE for all visits at least fifteen (15) days prior to the scheduled visit, observe client confidentiality rules and shall have the right of unlimited access to all activities and facilities operated by GRANTEE 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. GRANTEE shall ensure the cooperation of its staff and board members in providing complete access to 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. Said sites may include the home office, any branch office or other locations of GRANTEE if such site or the activities performed thereon have any relationship to the Program funded herein. COUNTY shall provide written notice to GRANTEE for all announced visits.
- B. GRANTEE 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 GRANTEE. GRANTEE's staff will cooperate fully with auditors when they conduct audits and examinations of GRANTEE's Program.
- C. At COUNTY's discretion, COUNTY may request at any time audits of GRANTEE's performance under this Agreement. This Section 18 survives the expiration and/or termination of this Agreement.

19. AUDIT FINDINGS

- A. GRANTEE agrees that in the event the Program established hereunder is audited by independent auditors, COUNTY, or appropriate federal, state, and local audit agencies, GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE under this Agreement, COUNTY shall notify and provide GRANTEE 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, GRANTEE agrees to repay all said costs to COUNTY within sixty (60) days after issuance of COUNTY's final determination.

20. RECORDS

- A. GRANTEE 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 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, GRANTEE 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

GRANTEE 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. GRANTEE 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 GRANTEE without the express written consent of COUNTY. Any attempt by GRANTEE 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

GRANTEE 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. GRANTEE shall notify COUNTY within forty-eight (48) hours in writing of any change in GRANTEE's legal name.

26. CONFLICT OF INTEREST

GRANTEE covenants that GRANTEE 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. GRANTEE further covenants that in the performance of this Agreement, no person having any such interest shall be employed by GRANTEE.

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

GRANTEE shall make every effort to provide equal employment and career advancement opportunities for minorities, women and small businesses. In addition, GRANTEE 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

GRANTEE 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 GRANTEE. 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 GRANTEE.

30. RELIGIOUS AND POLITICAL ACTIVITIES

GRANTEE 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, GRANTEE 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

GRANTEE 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. GRANTEE 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. GRANTEE 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

GRANTEE shall promptly provide all Program data necessary for COUNTY to provide reports to citizens regarding the subject matter of this Agreement. GRANTEE's representatives shall be available to respond to questions, receive recommendations, and attend meetings when so requested by the Director of COUNTY CSD or his/her designee.

33. PROGRAM CHANGES

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

34. AMENDMENTS

This Agreement, together with Exhibits A through 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 GRANTEE 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 GRANTEE 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 GRANTEE fail to comply with the terms of this Agreement, COUNTY will provide written notice to GRANTEE identifying specific items of noncompliance. If GRANTEE fails to deliver within fifteen (15) days an acceptable written response and work plan to correct the default, COUNTY shall have the right to:

- i) Reduce funding;
- ii) Make changes in the scope of services of this Agreement;
- iii) Place GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE ceases or intends to cease to operate, (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) GRANTEE 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 GRANTEE for any unreimbursed Eligible Costs incurred in the satisfactory performance of this Agreement.
- G. COUNTY may withhold any payments due to GRANTEE until such time as the exact amount of damages resulting from GRANTEE'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, GRANTEE 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  
GRANTEE represents and warrants that the signatories to this Agreement are fully authorized to obligate GRANTEE 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.

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

"COUNTY"  
COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
STEVE LAVAGNINO  
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Renée E. Bahl  
Interim Community Services Director

By: \_\_\_\_\_  
Deputy Auditor-Controller

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Manager

"GRANTEE"  
CASA ESPERANZA HOMELESS CENTER

By: \_\_\_\_\_  
Bob Bogle, Interim Executive Director

By: \_\_\_\_\_  
Rev. Mark Asman, President, Board of Directors

By: \_\_\_\_\_  
Kathleen Tripp, Finance Director

## EXHIBIT A

### Statement of Work

#### Program Description

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

#### GRANTEE's Primary Responsibilities

1. Provision of Shelter Services, including:
  - a. Provision of up to two hundred (200) emergency shelter beds per night from December 1, 2014 to March 31, 2015 and thirty (30) beds per night from July 1, 2014 to November 30, 2014 and April 1, 2015 to June 30, 2015, 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 of this Agreement
  - c. Operation of the facility in which Shelter Services are provided as covered by Operating Costs defined in Section 1 of this Agreement
  - d. Meal and snack service
  - e. Supervision and security

GRANTEE will establish shelter rules and maintain a safe environment for Homeless persons. GRANTEE 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:

GRANTEE 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.

GRANTEE 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.

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

GRANTEE 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 subcontractors 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.

**GRANTEE:** Casa Esperanza Homeless Center

**Authorized Representative:** Bob Bogle, Interim Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## EXHIBIT C

### **Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)**

#### **INDEMNIFICATION**

GRANTEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. GRANTEE's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### **NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

GRANTEE shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### **INSURANCE**

GRANTEE shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by GRANTEE, its agents, representatives, employees or subcontractors.

##### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if GRANTEE 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.
3. **Workers' Compensation:** 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.

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

##### **B. Other Insurance Provisions**



The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of GRANTEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the GRANTEE's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, GRANTEE's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the GRANTEE's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to COUNTY.
4. **Waiver of Subrogation Rights** – GRANTEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said GRANTEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. GRANTEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require GRANTEE 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. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – GRANTEE shall furnish COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the GRANTEE's obligation to provide them. GRANTEE shall furnish evidence of renewal of coverage throughout the term of the Agreement. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and

failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – GRANTEE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and GRANTEE shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. GRANTEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.