

Attachment A

County of Santa Barbara

2011-2012 SHELTER OPERATIONS GENERAL FUND GRANT AGREEMENT (159,581)



**CONTRACT ADMINISTRATION: Santa Barbara County
Housing and Community Development Department**

CONTRACTOR: Casa Esperanza

PROGRAM NAME: Casa Esperanza Emergency Homeless Shelter

CONTRACT NUMBER:

2011-12 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, a California not for profit public benefit corporation, (hereinafter "CONTRACTOR").

WITNESSETH THAT:

WHEREAS, COUNTY provides funds to partially finance specific programs that provide emergency overnight shelter, food and other services to homeless persons on a seven (7) days/week basis; and

WHEREAS, CONTRACTOR is one of the agencies in Santa Barbara County that provides emergency shelter to homeless persons; and

WHEREAS, CONTRACTOR has been providing these services for several years; and

WHEREAS, COUNTY through its Housing and Community Development Department will oversee CONTRACTOR's performance and conduct the processing 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:

"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.

"Homeless Individual" or "Homeless Person" means an individual who lacks a fixed, regular, and adequate night-time residence; and an individual who has a primary night-time residency that is: a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); an institution that provides a temporary residence for individuals intended to be institutionalized; or a public or private place not designed for, or ordinarily used as, a regular sleeping

accommodation for human beings. These terms do not include any individual imprisoned or otherwise detained under an Act of Congress or a state law.

“Operating Start Date” means the date CONTRACTOR first incurs allowable costs for any one of the following activities: real property leasing, provision of supportive services and/or program administration, after any and all contract conditions have been met.

“Program” means the provision of shelter services to homeless persons as set forth in the Statement of Work. Any one of these activities constitutes a component of the overall Program funded under this Agreement.

“Program Budget” means the amount of compensation due to CONTRACTOR and the payment arrangements set forth in Exhibit B to this Agreement and incorporated herein.

“Program Costs” means any and all costs, fees or expenses in connection with the operations of the program.

“Program Description” means the overall Program funded under this Agreement as set forth in the proposal and the Statement of Work attached and incorporated herein by this reference herein as Exhibit A.

“Shelter Services” means those services provided by CONTRACTOR intended to provide homeless persons with overnight sleeping accommodations.

2. CONTRACT ADMINISTRATION

The Santa Barbara County Housing and Community Development 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

The CONTRACTOR will perform all the services set forth in the Statement of Work (Exhibit A) and the Program Budget (Exhibit B).

4. TIME OF PERFORMANCE

This Agreement shall begin on July 1, 2011, and shall be completed by June 30, 2012, 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 Fifty-Nine Thousand Five Hundred Eighty-One Dollars (\$159,581), which payment shall constitute full and complete compensation for CONTRACTOR's services provided hereunder.
- B. COUNTY assumes no responsibility to pay for expenses not specifically set forth in the Program Budget. 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 items identified in the Program Budget, 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 the costs were incurred. Invoices shall be in form and detail satisfactory to COUNTY. Monthly beneficiary reports shall accompany all requests for reimbursement pursuant to this Agreement.
- C. Expenditures made by CONTRACTOR in the implementation of this Agreement shall be in strict compliance and conformity with the Program Budget, unless prior written approval for an exception is obtained from COUNTY.

7. DISBURSEMENT OF FUNDS

COUNTY shall disburse funds under this Agreement to CONTRACTOR for shelter services within 30 days of CONTRACTOR'S submission of a claim in a form satisfactory to County.

8. WITHHELD PAYMENTS

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

9. FINAL AUDIT FOR ACTIVITIES PERFORMED

The Director of the Santa Barbara County Housing and Community Development Department, or his or her designee, may request a final financial audit for activities performed under this Agreement prior to or after the expiration of the financial close out period in the event that, in the COUNTY's opinion, CONTRACTOR incurred disallowed costs and/or submitted inaccurate invoices to COUNTY during the term of this Agreement.

10. FUNDING REDUCTION

- A. Where the COUNTY has reasonable grounds to question whether the CONTRACTOR has materially complied with the terms of this Agreement, Santa Barbara County Housing and Community Development Department may act for the COUNTY in suspending the operation of this Agreement for up to ninety (90) days, upon three (3) days written notice to CONTRACTOR of its intention to so act.
- B. In no event, however, shall any suspensions made by the COUNTY affect expenditures and legally binding commitments made by the CONTRACTOR before it received written notice of suspension, provided that such amounts have been committed in good faith and are otherwise allowable.

11. FISCAL ACCOUNTABILITY AND MONITORING

- A. CONTRACTOR agrees to manage money received under this Agreement in accordance with sound accounting policies; incur only eligible costs for reimbursement; 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. Claims shall only be deemed eligible for payment 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. Checks, payrolls, or other accounting documents shall be clearly identified and readily made available to COUNTY representatives. All accounting records and supportive documentation shall be made available to COUNTY representatives at the CONTRACTOR's main accounting office.

- D. Invoices shall be accurate and complete in all respects. Should inaccurate or incomplete reports be submitted to COUNTY, COUNTY may require the CONTRACTOR to secure the services of a licensed accountant. Cost of such accounting services are to be borne solely by the CONTRACTOR and are not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to by the COUNTY in writing.
- E. COUNTY or its authorized representatives reserve the right to dispatch auditors of their choosing to any site where any phase of the Program is being conducted, controlled or advanced in any way, tangible or intangible. Said site may include the home office, any branch office or other locations of the CONTRACTOR if such site or the activities performed thereon have any relationship to the program funded herein. Said representatives shall provide written notice to CONTRACTOR for all announced visits.
- F. 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 the CONTRACTOR. The CONTRACTOR's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the CONTRACTOR's program. A financial audit of the CONTRACTOR's performance under this Agreement may be conducted at COUNTY's discretion.

12. 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 for the conduct of the business activity which is the subject of this Agreement. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency for each such program or business activity, and the full name and address of each governmental agency providing such funding.

13. 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 costs that have also been paid for with other funds, CONTRACTOR shall reimburse those funds to COUNTY.

14. INTEREST EARNED

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

15. NOTICES

All notices under this Agreement shall be served in writing and each party shall notify the other of any changes relating to the Program within 48 hours. 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.
725 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 Housing and Community Development Department or his/her designee at the following address or such other address as COUNTY designates in writing:

Director
Housing and Community Development Department
Santa Barbara County
105 E. Anapamu Street, Room 105
Santa Barbara, CA 93101

16. 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.

17. 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.

18. 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. Under no circumstances shall the CONTRACTOR enter into subcontracts the compensation for which is on a cost plus percentage basis.
- C. Expenditures 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.

19. PROGRAM EVALUATION

- A. CONTRACTOR shall make available for inspection during the term of this Agreement and for a period of five (5) years thereafter financial and all other records pertaining to performance of this Agreement to COUNTY representatives. Further, CONTRACTOR shall allow COUNTY representatives to inspect and monitor its facilities and program operations, including the interview of CONTRACTOR staff and Program participants.
- B. Program evaluation may include but is not limited to: a review on the effectiveness and impact of the Program; a review of the internal systems such

as reporting tools, tracking systems and techniques developed by CONTRACTOR to serve homeless persons.

20. PROGRAM MONITORING

- A. COUNTY shall monitor CONTRACTOR's performance and may conduct program progress reviews 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. The CONTRACTOR insures 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.
- D. COUNTY will also provide capacity building to the extent feasible and agreeable to both parties during the term of the Agreement to help improve programmatic and fiscal compliance.

21. AUDITS

COUNTY reserves the right to perform or have performed on its behalf an audit of services under this Agreement.

22. AUDIT FINDINGS

- A. CONTRACTOR agrees that in the event the Program is subject to audit finding(s) by independent auditors, COUNTY, or appropriate Local, State and Federal audit agencies, it shall be responsible for complying with and rectifying all audit finding(s). In the event that said findings have a fiscal impact on COUNTY, CONTRACTOR shall fully indemnify and pay COUNTY the full amount of COUNTY costs resulting from such finding(s).
- B. If indications of misappropriation or misapplication of the funds under this Agreement cause COUNTY in COUNTY's judgment to require a special audit, the cost of the audit shall be borne solely by the CONTRACTOR and is not to be

reimbursed from the funds authorized by this Agreement, unless specifically agreed to in writing by COUNTY.

- C. In the event that a fiscal or special audit raises questions regarding the eligibility of expenses than 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 the final audit determination.

23. RECORDS

- A. CONTRACTOR shall maintain records in accordance with requirements prescribed by this Agreement and by COUNTY with respect to all matters under this Agreement and under any subcontract to this Agreement. 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 is granted in writing by the COUNTY. 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, there shall be furnished to COUNTY such statements, records, reports, financial data and information as COUNTY may request pertaining to matters covered by this Agreement and any subcontract thereto.

24. INSURANCE

Insurance coverage as set forth in Exhibit D 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.

25. INDEMNIFICATION

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

26. COMPLIANCE WITH LAWS AND REGULATIONS

All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations and directives 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 program regulations and guidelines as they exist or may be amended.

27. 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.

28. 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.

29. 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.

30. 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 the County's anti-discrimination ordinance set forth as County Code Section 2-95 which is hereby incorporated by reference.

31. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PRACTICES

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

32. NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person to fill a position funded 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, supervisory or management responsibilities, including but not limited to serving on the governing body of CONTRACTOR.

33. 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.

34. AMERICANS WITH DISABILITIES ACT

CONTRACTOR agrees to comply with the requirements of the Americans with Disabilities Act ("ADA") 42 U.S.C. 12101 and to ensure that its programs, services and activities 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 C and incorporated herein by this reference.

35. 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 will be adequately of citizen recommendations during the course of the Program. CONTRACTOR representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the Director of the Santa Barbara County Housing and Community Development Department or his designee.

36. 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.

37. AMENDMENTS

This Agreement, together with Exhibits A-D 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 any the terms or conditions of this Agreement.

38. WAIVERS

- A. Waivers of provisions of this Agreement must be in writing and signed by the Director of Santa Barbara County's Housing and Community Development Department or his/her designee and CONTRACTOR.
- B. 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.

39. BREACH

Subject to Section 43 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.

40. DEFAULTS

Should CONTRACTOR fail to comply with the terms of this Agreement, COUNTY will provide written notice to the 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 the Program budget;
- ii) Make changes in the scope of services of this Agreement;
- iii) Place CONTRACTOR on probation status;
- iv) Suspend the Program; and/or
- v) Terminate this Agreement.

41. 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, suspension, discontinuation 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's staff 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 COUNTY directives.

- E. In the event that CONTRACTOR ceases to operate, (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) CONTRACTOR shall provide COUNTY copies of all records relating to this Agreement.
- 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 expenses set forth in the Program Budget that are reasonably and necessarily 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 due to COUNTY from the CONTRACTOR is determined.
- H. The foregoing subsections D, E, F and G shall survive beyond the term expiring upon date specified in section 4 of this Agreement.

42. NOTICE OF TERMINATION

In the event that this Agreement is terminated prior to its expiration, the CONTRACTOR shall immediately notify all employees and participants and shall notify in writing all other parties contracted under this Agreement within five (5) working days.

43. 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.

44. 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.

45. CONTRACT

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

46. AUTHORIZATION WARRANTY

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

47. 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
a nonprofit public benefit corporation

By: _____
Name: Michael Foley, Executive Director

Date: _____

“COUNTY:”

THE COUNTY OF SANTA BARBARA,
a Political Subdivision

By: _____
Name: Joni Gray
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: Mary McMaster
Title: Deputy County Counsel

Approved as to Form:
RISK MANAGEMENT

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

By: _____
Name: Juan Izquierdo
Title: Division Chief

By: _____
Name: Ray Aromatorio
Title: Risk Manager

EXHIBIT A
STATEMENT OF WORK

Program Description

The Casa Esperanza emergency shelter for the homeless is located at 816 Cacique Street, Santa Barbara, California. It operates for the provision of basic overnight shelter for individuals who do not have alternative housing options. The program operates nightly.

CONTRACTOR's Primary Responsibilities

1. Program Services to include: Provision of up to 200 emergency shelter beds per night during the months of November through March, and 30 beds during the months of April through October, for a total of at least 28,000 bed nights annually.
2. Program services to include: establishment of shelter rules, supervision and security, meal and snack service, basic hygiene supplies, and referrals to other services as appropriate. CONTRACTOR is responsible for maintaining a safe environment for homeless persons and may refuse shelter to anyone who demonstrates inappropriate behavior or does not follow shelter rules.
3. Program administration to include: procurement of all materials and supplies required to operate the program, required record keeping and reports, hiring and supervision of staff, and property maintenance of space used as shelter.
4. Program administration to include: CONTRACTOR will report on its operations and provide monthly census reports and invoices to County Housing and Community Development personnel.

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

PAYMENT ARRANGEMENTS

Periodic Compensation

1. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$159,581 annually.
2. No more often than quarterly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY shall pay CONTRACTOR upon CONTRACTOR's submission of a claim for salaries and benefits of emergency shelter staff and other shelter operating costs; each claim shall be in a form approved by COUNTY and shall be substantiated by payroll records signed by the supervisor of each staff person, and by copies of bills for shelter operating costs and evidence of payment of said bills. Every claim must be accompanied by a current beneficiary report in a form required by COUNTY. COUNTY shall pay properly submitted invoices or claims for work within 30 days of presentation.
3. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C
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.

The CONTRACTOR will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities 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

CONTRACT NUMBER:

NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Michael Foley, Executive Director

SIGNATURE

DATE

EXHIBIT D

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 his agents or employees or other independent contractors directly responsible to him; 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 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 his agents or employees or other independent contractors directly responsible to him 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 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 a on '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.