

SAN BENITO COUNTY, CALIFORNIA



REQUEST FOR BIDS

FOR

OPERATOR AND MANAGEMENT

OF

**HOMELESS SHELTER H.O.M.E. SERVICE CENTER
ISSUED BY:**

**THE COUNTY OF SAN BENITO
HEALTH AND HUMAN SERVICES AGENCY (HHSA)
1111 San Felipe Road #207
Hollister, CA 95023
Tel: (831) 637-4180**

RELEASE: August 17, 2017

DUE: September 29, 2017, 4:00 P.M. local P.S.T. Time

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San Benito County Health and Human Services Agency
Request for Proposals (RFP)
Homeless Service Center Services

PART ONE – GENERAL INFORMATION

- 1.1. **PURPOSE OF RFP:** The purpose of this Request for Proposals is to invite qualified nonprofit organizations to submit a proposal to be considered for operation and management of our year-round Homeless Shelter and Supportive Service Center to serve the needs of the homeless population in San Benito County.

Table of Significant Dates

RFP ACTIVITY	DATE OF ACTIVITY
Release of RFP	August 17, 2017
Submit Notice of Intent – Mandatory	September 14, 2017
Bidder’s Conference	September 15, 2017
Proposal Submission Deadline	September 29, 2017
Proposal Review Committee	October 2-4, 2017
Staff Recommendation Completed	October 6, 2017
County staff requests Board Approval to Select Bidder and to begin contract negotiations	October 24, 2017
Contract Executed	October 24, 2017

- 1.2. **Premises and Shelter Facility Description:** The shelter facility is located at 1161 San Felipe Road, Hollister, CA 95023. The facility contains a total interior space measuring approximately 4,500 square feet and is situated as the front portion of the larger building measuring a total of 12,724 s.f. The County Assessor Parcel number is 019-040-017 and is legally inside the city limits of Hollister, CA. Our shelter facility will contain a total of fifty (50) spaces for overnight separate sleeping accommodations for only adult males and adult females. Minors will not be allowed. The facility has a front lobby and office, an intake counter, community and dining space, separate showers, restrooms and lockers for males and females along with two janitor closets.
- 1.3. **Introduction to San Benito County:** The County of San Benito is located at the Southern end of the Santa Clara Valley and consists of 1,396 square miles with a total population of 59,414 according to 2016 U.S. Census data. Our County has

urban concentrations in the City of Hollister and town of San Juan Bautista with the remainder consisting of some semi-urban areas but is mostly rural in character with an abundance of agricultural and grazing lands. Agriculture continues to be the County's major producing industry. Our County has a five member Board of Supervisors and has designated the Health and Human Services Agency (HHSA) to address the needs of the local homeless population to collaborate with community partners in securing solutions. The HHSA has worked in partnership with the County Community Services and Workforce Development Division as well as with the Community Action Board (CAB) and the Homeless Planning Committee, which is composed of various County Department Representatives and community partners.

- 1.4. **Overview of Background for Issuance of RFP:** The San Benito County HHSA invites qualified nonprofit organizations to submit a written proposal for the operation and management of our new Homeless Shelter Facility. The HHSA has been working collaboratively with community partners for the past three years to create a real solution to the local growing homeless problem. In this time period, our County has been working with the regional Continuum of Care (COC) by attending their organizational meetings and participating in their various committees. In the year 2013, the homeless problem was counted as 277 chronically homeless individuals which increased to 651 persons in the year 2015 count which was conducted in accordance with HUD mandated procedures. There was a minor decrease of 19% (124 chronic homeless) in the 2017 Homeless Census with a total count of 527.

In response, the HHSA through its Homeless Planning Committee, resolved to seek and acquire funding to develop a permanent year round shelter. Our collaborative work has made significant progress in being awarded two public facilities grants from the State of California Community Development Block Grant (CDBG) Program. This accomplishment enabled us to acquire a suitable property for our planned Homeless Shelter Facility located at 1161 San Felipe Road, Hollister, CA 95023. Subsequently, we designed a 4,300 square foot facility that will contain fifty (50) beds with new physical improvements and an adjacent 7,500 square foot space from which to conduct supportive services. We reasonably anticipate the overnight shelter portion will begin construction this summer and be completed by December, 2017 with the second phase to begin and be completed in 2018.

Accordingly, the County has determined that the use of a qualified nonprofit organization, experienced in homeless services, would be the most effective approach for the management of our daily operations of our homeless shelter facility. Therefore, we have released this Request for Proposals to search for and to select the organizational entity that can best operate and manage our new Homeless Shelter under all applicable rules and regulations which are contained in a general scope of work in this RFP. The selected operator would enter into a written contract with the County of San Benito, which would contain a specific scope of work to govern activities related to the successful operation of our Shelter Program.

- 1.5. **Bidder Eligibility:** Eligibility to submit a bid is limited to qualified private or public nonprofit organizations currently engaged in providing homeless services and successfully managing homeless service centers.
- 1.6. **General Scope of Work - Services:** The selected bidder will be expected to competently and professionally perform all of the services contained in the Scope of Work as generally outlined in Attachment “A” – General Scope of Services. All bidders are advised that this scope of work is subject to modification as a result of contract negotiations with the selected bidder. The scope work that evolves from contract negotiations with the selected bidder, to the extent modified, will be inserted in the executed contract between the successful bidder and the County.
- 1.7. **Funding Availability:** It is estimated there is funding secured or in the process of up to \$350,000 for the operation and management of the HOME Resource Center in 2017-18. It is anticipated that the County of San Benito and the Shelter Management Operator will work together to identify other sources of funding for both the 2017-18 and future years operation of the Shelter.
- 1.8. **General consideration for selection will be based on bidders that meet the following criteria:**
- Must have a minimum of three consecutive years of successfully managing and operating homeless programs and delivering relevant services.
 - Have the current organizational experience and staff capacity to undertake a new Homeless Service Center Program.
 - Knowledge or active participation in the Monterey-San Benito or other regional Homeless Services Continuum of Care (CoC).
 - Meet all the requirements of this RFP.
 - Are willing to enter the San Benito County’s standard Agreement for Professional Services, as is, without modifications, upon an award.
 - Are able to satisfy the minimum scope and limits of insurance as set forth in in the insurance requirements section of this RFP.

PART TWO – PROPOSAL DEVELOPMENT

- 2.1. **Procedure to obtain an RFP:** The RFP can be downloaded at <http://hhsa.cosb.us/divisions/public-assistance/cswd/> or www.facebook.com/sbccab1

To request an RFP please contact:

Mr. Enrique Arreola, Deputy Director for CSWD – County of San Benito

Email Address: earreola@cosb.us.

Tel: (831) 634-4918; Fax: (831) 637-0996

A hard copy of the RFP may also be obtained at the Community Services and Workforce Development (CSWD) offices located at 1111 San Felipe Road, #108, Hollister, CA 95023, between 8:30 am and 4:30 pm daily, excluding weekends and holidays. RFP’s will also be available at the bidder’s conference.

- 2.2. **Bidder's Conference:** The County of San Benito recommends that all prospective bidders attend a Bidder's conference scheduled for September 15, 2017 from 10 am to 11:30 am. All bidders are to bring their RFP proposal package to the meeting as the County staff will not make copies available at the bidder's conference. The purpose of the bidder's conference is to introduce County staff and to recognize potential bidders to be followed by describing the Homeless Service Center Project service goals. A question and answer period will also be conducted. The bidder's conference shall be held in the CSWD offices located at 1111 San Felipe Road, Suite 108, Hollister, CA 95023.
- 2.3. **Questions from Bidders:** Questions regarding this RFP may be faxed, emailed or mailed up to September 14, 2017 and directed to Mr. Enrique Arreola, as noted above. The County staff shall not be allowed to provide any technical assistance in the preparing of proposals and is not obligated to answer any questions after the bidder's conference.
- 2.4. **Notice of Intent:** A signed letter on the bidder's letterhead indicating intent to submit a proposal in accordance with this RFP is a mandatory requirement. The letter of intent must be received by September 14, 2017. Submission of this letter will not obligate your organization to submit a proposal. An electronic receipt for your submitted letter of intent will be provided by County staff.
- 2.5. **Proposal Deadline:** Proposals must be received by 4 pm on September 29, 2017 (no exceptions). Receipts for hand-delivered proposals will be provided to bidders.

PART THREE – BID SUBMITTAL INSTRUCTIONS

- 3.1. **Proposal Format:** One signed original and 3 copies of the proposal, plus an electronic copy on a USB flash drive or CD, must be submitted by the deadline. No late proposals will be accepted. The proposal must include a Table of Contents and be formatted as follows:
 - 12 point font with 1 inch margins
 - single spaced
 - single sided
 - sequentially numbered pages.
 - single stapled
- 3.2. **Proposal Checklist:** A proposal checklist form is provided in the Appendix as Form C and shall be used to guide the order and assembly of organizational documents, forms, certifications, letters and attachments to be submitted in the bidder's proposal.
- 3.3. **Statement Regarding Confidentiality of Submittal Documents:** Upon submission, all applications and attachments shall be treated as confidential documents until the selection process is completed. Once the Notice of Intent to award is released by the HHSA, all submissions shall be deemed of public record. In the event that an applicant desires to claim portions of its submission exempt from disclosure, it is incumbent upon the submitting entity to clearly identify those portions with a stamp of "confidential" for which privilege is claim.

Each such page shall be clearly marked and readily separable from the submission in order to facilitate public inspection of the non-confidential portion of the proposal.

In addition, the HHSA or County of San Benito shall not be liable for any pre-contractual expenses incurred by the respondent or selected contractor. The County of San Benito shall be held harmless and free of any and all liability, claims or expenses incurred by, or on behalf of any person or organization responding to this RFP.

3.4. Proposal Review Process: The evaluation and scoring of proposals for the Homeless Shelter will consist of the following two steps:

- A review conducted by San Benito County staff to ensure that each proposal meets the minimum qualifications for proposal acceptance outlined below.
- Evaluation and scoring of each proposal by the review committee. Upon completion of the proposal review process, recommendations for selection of a bidder will be forwarded to the County Health and Human Services Director for final review and appropriate action as regards obtaining approval from the San Benito County Board of Supervisors and for authority to execute agreements.
- If no more than one proposal is received in response to this solicitation, the San Benito County reserves the right to classify this procurement as a failed competition, and either continue with the review and ranking of the sole proposal, reissue the RFP or continue its operation in the current described manner.
- A review committee will score each proposal that meets the minimum qualifications. As part of the evaluation and scoring process the review committee may decide to interview proposers in person. Travel costs are not covered for interviews.
- When proposals are being scored, the review committee can only base their scoring on the information contained in the proposals. The review committee members cannot make assumptions, nor consider their personal knowledge or experience, regarding the proposing agencies and/or proposed services. In order to ensure that all proposing agencies are reviewed in a fair and equitable manner and to ensure that no agency is given unfair advantage, the scores are based solely on the proposals that are submitted and the manner in which those proposals address the requirements of the RFP.

3.5. Evaluation and Scoring: The following scoring system will be used to evaluate each submitted proposal:

EVALUATION FACTORS - DESCRIPTION OF REQUIREMENTS	MAX POINTS
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<p>1. <u>Track Record and Organizational Capacity of Bidder:</u></p> <ul style="list-style-type: none"> a. Proposal clearly describes its track record of providing services and the capacity of conducting current activities specifically related to meeting the needs of the RFP. b. Demonstrates experience in successfully providing the services requested in this RFP, or similar services, and has past performance working effectively with client populations similar to those described in this RFP. c. Presented satisfactory letters of support. d. Bidder had an absence of organizational limits such as not having pending litigation, conflicts or debarment. 	<p>45 Points</p>
<p>2. <u>Financial/Organizational Strengths</u></p> <ul style="list-style-type: none"> a. Clearly outlines the organizational structure and presents a Board representative of the low-income people and homeless and disadvantaged community. b. Submitted Financial Audit was satisfactory and contained an absence of adverse findings and/or findings were reasonably addressed. Provides all required information, including staff members, operational, and other costs in the required budget format. c. Provide the current year organizational operating budget with appropriate justification demonstrated in the budget detail. d. Demonstrates that the agency has the overall organizational effectiveness to operate the program. e. Presents an organizational ability and commitment to leverage funding resources and raise new funds for sustainability. 	<p>15 Points</p>
<p>3. <u>Planned Performance Outcomes</u></p> <ul style="list-style-type: none"> a. Addressed the scope of work in a manner which assured County that all work activities can be accomplished in a professional and competent manner. b. Inserted innovative ways to address the scope of work activities in order to better meet client outcomes such as documenting organizational ability to achieve housing placements as well as promoting client stability and positive health outcomes. c. Presented organizational systems capable of meeting compliance requirements regarding filing of reports, accountability and record keeping. 	<p>25 Points</p>

4. <u>Coordination and Linkages</u> <ul style="list-style-type: none"> a. Presents an organizational ability to conduct outreach and community engagement and partnerships. b. Shows ability to coordinate with other agencies to provide transportation or other supportive services. c. Describe ability and commitment in developing and maintaining a referral system to service providers and community partners. 	15 Points
Total Points	100

3.6. **Rejection of Proposal:** Any proposal shall be disqualified prior to scoring if it:

- is received at any time after the exact time and date set for receipt of proposals.
- is incomplete or fails to meet the minimum qualifications of the RFP.
 - In the event a proposal is disqualified as described above, written notification will be mailed to the proposer describing the reasons for disqualification.
 - If the proposer wishes to dispute the disqualification, or a decision of the review committee, a copy of the San Benito County's dispute resolution process can be obtained by contacting Enrique Arreola, (831) 634-4918.

3.7. **Appeals Process:** Bidder or proposer may appeal the award of the contract under this RFP in writing to the Director of the San Benito County Health and Human Services Agency within seven (7) working days of the formal award recommendation. The bidder or proposer's written appeal shall cite the basis for the appeal. Appeals received after the seven day deadline will not be accepted. All decisions of the HHSA Director shall be final.

The only basis for considering an appeal shall be as follows:

- a. Conflict of Interest;
- b. Failure to follow material RFP procedures that result in significant unfair advantage to the awarded bidder or proposer;
- c. Selected applicant is unqualified or disqualified;
- d. There is no substantial basis to select the awarded party.

All appeals must be submitted in writing together with credible supporting documents to:

Enrique Arreola, CSWD Deputy Director
1111 San Felipe Road, Suite 108
Hollister, CA 95023.

PART FOUR - OPERATING BUDGET:

4.1. **Bidder Budget Requirements:** Bidders shall submit a budget and budget narrative for the initial eighteen (18) month operational period of the homeless

shelter facility. This budget shall be itemized and contain line items for all operating expenses. To facilitate this important financial task, the County HHSA has prepared a budget format to guide bidders, however, bidders are requested to use their best judgment in providing their proposed initial annual operating budget.

- 4.2. **Bidder Budget Format Guide:** Bidders to review and make use of the Bidder Budget Format (Attachment B) to create their proposed budget and include a budget narrative, including addressing the following points:

1. Proposed Personnel-Specify Personnel by position with base salary/benefits
2. Proposed Operational Costs - Specify each category you propose and give narrative with justification
3. Proposed Revenue - Specify all public and private sources of proposed funding of commitment from each funding source.
4. CDBG and ESG are funds committed to COSB for 2017-2018.
5. Difference is surplus or deficit for current year operations. Please specify your strategy or approach to addressing budget deficits.
6. Include a narrative proposing funding opportunities you would pursue for future year budgets

Part FIVE - GENERAL PROPOSAL CONDITIONS:

- All contracts and agreements are contingent upon the receipt of state and federal funding by the San Benito County. Actual funding allocations may be reduced, and the bidder selected through this RFP may be required to reduce or adjust program expenditures accordingly.
- The San Benito County reserves the right to not fund any proposal submitted and may cancel this RFP process at any time.
- The San Benito County reserves the right to fund proposals fully or in part if it is in the best interest of the San Benito County to do so.
- If no more than one proposal is received in response to this solicitation, the San Benito County reserves the right to classify this procurement as a failed competition, and either continue with the review and ranking of the sole proposal, reissue the RFP or continue its operation in the current manner.
- The proposal must contain accurate and complete information as requested in this RFP. The San Benito County reserves the right to disqualify any proposal that contains inaccurate information.
- The San Benito County reserves the right to withdraw an agreement funding award if it is determined that the award was based on false information provided by the proposer.
- The San Benito County Health & Human Services Agency shall not be liable for any expenses incurred by the proposer in the preparation of the proposal. The proposals shall not include any such expenses as part of the line-item budget.

- Proposals will be reviewed as initially submitted. Except as requested by the San Benito County, no changes, additions, or re-submissions will be accepted after the initial deadline for submission.
- All proposals and all materials submitted with proposals will become the property of the San Benito County and will not be returned. The San Benito County also reserves the right to solicit additional information from any responding agency after the proposals have been received, including requests of on-site interviews, to reject any and all proposals, and to select a bidder according to its own best interest.
- Proposals will become a matter of public record and subject to the Public Records Act after awards are made. If there are any portions of the proposal that proposers do not wish released upon request, this must be noted on the specific page or pages of the proposal on which the proprietary information appears.
- The San Benito County reserves the right to make changes to the program design, performance goals, and service delivery systems described in this RFP.
- Proposals submitted in response to this solicitation are not legally binding documents. An agreement for services approved in the proposal and results in agreement negotiations becomes legally binding after both parties have signed the document. The San Benito County has the right to reject proposals that do not conform to program goals and objectives, and may request redesign after submission. Incomplete proposals will be disqualified.

PART SIX - GENERAL CONTRACTING REQUIREMENTS:

Funded service provider(s) must comply with all federal, state, and San Benito County regulations, directives, policies, and procedures.

6.1. The selected bidder will sign a contract with the San Benito County Health & Human Services Agency to provide the services and activities indicated in this RFP, as approved by the San Benito County Board of Supervisors. This contract will contain various provisions related to the following:

- A. Compliance with requirements for lobbying, debarment, non-discrimination and drug free workplace certification.
- B. File required insurance certificates with the San Benito County Health & Human Services Agency. The San Benito County must receive the Certificate of Liability Insurance concurrently with the execution of the contract.

6.2. The insurance requirements are as follows:

- A. Comprehensive General Liability in the amount of no less than \$1,000,000. Combined Single Limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage;
- B. General Commercial Liability: 100% of replacement cost value.
- C. Workers' Compensation as required by state law.
- D. Automobile Liability in an amount not less than \$1,000,000 combined Single Limit per accident for bodily injury and property damage covering owned, non-owned, and hired vehicles.
- E. Sexual Misconduct Coverage: \$1,000,000 per occurrence.

- F. Employer Liability Coverage: \$1,000,000 per occurrence.
- G. The San Benito County and its Officers, Employees, and Agents are to be covered as additional insured.
- H. Notice of Cancellation must ensure that each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, or canceled except after 30 days prior written notice has been given to the San Benito County.

PART SEVEN – PROPOSAL FORMS, EXHIBITS AND ATTACHMENTS:

- 7.1. Mandatory Notice of Intent to Submit a Proposal- Form A.
- 7.2. Proposal Summary Form – Form B.
- 7.3. Proposal Checklist Form – Form C.
- 7.4. Exhibit A - Standards of Conduct
- 7.5. Exhibit B - Lobbying Prohibitions
- 7.6. Exhibit C - Non-Discrimination Provisions
- 7.7. Attachment A - Scope of Work
- 7.8. Attachment B - Bidder Budget Format

PROPOSAL FORM A
Health & Human Services Agency
Homeless Shelter and Homeless Resource Center
Request for Proposals

NOTICE OF INTENT TO SUBMIT A PROPOSAL

If you intend to submit a proposal for the Management and Operations of the Homeless Shelter and the H.O.M.E Resource Center, please complete the information below and return this form by September 14, 2017. **The Notice of Intent is mandatory for all interested organizations.** This will not obligate your organization in any way and failure to submit a Notice of Intent will disqualify you from applying.

PLEASE RETURN THIS FORM TO:

Enrique Arreola, Deputy Director
San Benito County
Health & Human Services Agency
Community Services & Workforce Development
1111 San Felipe Road, Suite #108
Hollister, CA 95023

Or Fax it to: (831) 637-0996

Attention: Enrique Arreola

Agency Name:		
Address:		
	Program Contact Person & Title	Fiscal Contact Person & Title
Contact Name:		
Telephone #:		
Fax Number:		
E-Mail:		

TYPE OF ORGANIZATION

- | | |
|---|--|
| <input type="checkbox"/> Private For-Profit | <input type="checkbox"/> Indian Tribe/Organization |
| <input type="checkbox"/> Public Non-Profit Community Based Organization | <input type="checkbox"/> Housing Authority Agency |
| <input type="checkbox"/> Other | |

Please summarize the proposed services to be provided in response to RFP:

(Use an attachment not to exceed 3 pages)

PROPOSAL FORM B
Health & Human Services Agency
Homeless Shelter and Homeless Resource Center
Request for Proposals

PROPOSAL SUMMARY

PROPOSER OR LEAD AGENCY INFORMATION:

Agency Name:		
Address:		
	Program Contact Person & Title	Fiscal Contact Person & Title
Contact Name:		
Telephone #:		
Fax Number:		
E-Mail:		
TYPE OF ORGANIZATION		
<input type="checkbox"/> San Benito County or City <input type="checkbox"/> Indian Tribe/Organization <input type="checkbox"/> Transportation Agency		
<input type="checkbox"/> Education Agency <input type="checkbox"/> Faith Based Organization <input type="checkbox"/> Housing Agency		
<input type="checkbox"/> Private For-Profit <input type="checkbox"/> Community Based Organization		
<input type="checkbox"/> Other		

Certification

To the best of my knowledge and belief, all information in this proposal is true and correct. The document has been duly authorized by the Governing body of the Proposer and the Proposer will comply with all of the requirements of the RFP if a contract is awarded.

Type Name of Authorized Representative

Title

Signature

Date

PROPOSAL FORM C
Health & Human Services Agency
Homeless Shelter and Homeless Resource Center
Request for Proposals

PROPOSAL CHECKLIST

BIDDER: _____

The Proposer certifies that all documents listed below are valid as of the date of this proposal and that current, dated copies have been submitted with this proposal. All items must be included in the order below:

PROPOSAL ITEM		CHECK
TABLE OF CONTENTS		
SUBMITTED LETTER OF INTENT TO APPLY (COPY)		
PROPOSAL SUMMARY AND NARRATIVE		
PROPOSAL CHECKLIST		
BIDDER ORGANIZATIONAL DOCUMENTS:		
	1) ARTICLES OF INCORPORATION	
	2) TAX EXEMPT LETTER	
	3) BOARD ROSTER	
	4) ORGANIZATIONAL AUDIT AND FINDINGS	
	5) CERTIFICATE OF GOOD STANDING – SEC. OF STATE	
	6) BIDDER STATEMENT THAT IT IS AUTHORIZED TO SUBMIT BID AND ENTER INTO A CONTRACT IF SELECTED AND RECEIVES AWARD FROM COUNTY.	
	7) LETTERS OF SUPPORT	
	8) CERTIFICATES OF INSURANCE	
EXHIBITS:		
	8.8.2 STANDARDS OF CONDUCT	
	8.8.3 LOBBYING	
	8.8.4 NON – DISCRIMINATION	
ATTACHMENT “A” – SCOPE OF WORK		
ATTACHMENT “B” – BUDGET AND BUDGET NARRATIVE		

EXHIBIT A – Standards of Conduct

The following standards apply to a Contractor that delivers services under contract with the San Benito County of San Benito.

- A. **GENERAL ASSURANCE** – The Contractor hereby assures that by submission of this proposal, it will comply with the standards of conduct set forth by the San Benito County of San Benito and all associated policies or ordinances related thereto, and any State or Federal conflict of interest provisions that are required for Homeless Program programs and services, which are necessary to maintain the integrity of the program and avoid any conflict of interest in their administration.
- B. **CERTIFICATIONS** – except as otherwise indicated, the following certifications apply to a Contractor.
 1. The Contractor, if it is a corporation, certifies that it is registered with the Secretary of State, of the State of California.
 2. **Drug-Free Workplace:** As required by the state Drug-Free Workplace Act of 1990, Gov. Code Sec. 8350 et seq., and the Federal Drug-Free Workplace Act of 1988 which includes, but may not be limited to, 29 CFR 98.600, 29 CFR 98.630, 34 CFR Part 85, Subpart F, Sections 85.605, 85.610), the Contractor certifies that it will, or will continue to, provide a drug-free workplace.
 3. **Americans with Disabilities Act (ADA):** The Americans with Disabilities Act of 1990 is a comprehensive civil rights act for people with disabilities. It guarantees equal opportunity for individuals with disabilities in public accommodations; employment; transportation; federal, state, and local government services; and telecommunications. The Contractor certifies that it will maintain policies, procedures, and practices that comply with all requirements of the ADA.
 4. **Nondiscrimination:** Contractor shall not discriminate on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for Participants only, citizenship or participation in programs or activities funded by WIA, in admission or access to, opportunity or treatment in, or employment in the administration of, or in connection with, any program or activity funded under this RFP or contract arising from this RFP.

California Fair Employment and Housing Act, Government Code Sections 12900 et seq.; California Labor Code Sections 1101, 1102, and 1102.1; and with all applicable requirements imposed by or pursuant to regulations implementing those laws.

Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of WIA and acknowledges that the federal, state, and San Benito County of San Benito shall have the right to seek judicial enforcement of this nondiscrimination assurance.

NAME OF ORGANIZATIONAL APPLICANT OR BIDDER	
---	--

Type Name of Authorized Representative

Title

Signature

Date

Type Name of Authorized Representative

Title

Signature

Date

EXHIBIT B – Lobbying Prohibitions

Certification for Contracts, Grants, and Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants 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 this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NAME OF ORGANIZATIONAL APPLICANT OR BIDDER	
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Type Name of Authorized Representative

Title

Signature

Date

EXHIBIT C – Non-Discrimination Assurance

The applicant agrees as follows:

Applicant shall not discriminate on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for participants only, citizenship or participation in programs or activities funded under this Agreement, in admission or access to, opportunity or treatment in, or employment in the administration of, or in connection with, any program or activity funded under this Agreement.

As a condition to the award of financial assistance under this program, Contractor assures, with respect to operation of this funded program or activity and all agreements or arrangements to carry out this program or activity, that it will comply fully with all nondiscrimination and equal opportunity statutes and regulations including, but not limited to, the following; Section 188 of the Workforce Investment Act of 1988; Title VI and VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975, as amended; California Fair Employment and Housing Act, Government Code Sections 12900 et seq.; California Labor Code Sections 1101, 1102, and 1102.1; and with all applicable requirements imposed by or pursuant to regulations implementing those laws.

Applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of WIA and acknowledges that the federal, state, and SAN BENITO COUNTY governments shall have the right to seek judicial enforcement of this nondiscrimination assurance.

NAME OF ORGANIZATIONAL APPLICANT OR BIDDER	
---	--

Type Name of Authorized Representative

Title

Signature

Date

Attachment “A”

HOMELESS SHELTER AND HOMELESS RESOURCE CENTER

Scope of Work

San Benito County, Health and Human Services Agency (HHSA) and Community Services and Workforce Development Division (CSWD).

Contact and Contact Information: Enrique Arreola, Deputy Director, CSWD

Tel: (831) 634-4918. Email: earreola@cosb.us.

Purpose of Scope of Work: To set forth responsibilities for Operator of Homeless Shelter and H.O.M.E. Resource Center.

I. Responsibilities of Operator:

OPERATOR shall perform all services and conduct all program activities as set forth in the Scope of Work which contains specific responsibilities for the operation and management of the Homeless Shelter and Homeless Resource Center program (program) as funded with federal, State or local funds in a manner satisfactory to the COUNTY and consistent with all best practices and contractual requirements.

A. SHELTER OPERATOR – INTAKE AND ADMISSION PROCEDURES:

1. **Eligible Participants:** OPERATOR shall provide services to homeless persons homeless persons and at risk of becoming homeless as defined in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act (the Act) (see 42 U.S.C. 11302., and 24 CFR Parts 91 and 576 and all other applicable governmental requirements.
2. **Definition of Homeless Person:** An individual person is considered homeless when they lack a fixed, regular and adequate night time residence and reside in a place not intended for human habitation such as a street, alley, riverbed, vehicle or similar circumstances. An individual is considered at risk of becoming homeless when they are at risk of imminent placement into the definition of a homeless individual.
3. **Length of Stay:** The intent and practice of the County and of the Shelter Operator shall be to generally allow occupancy for a maximum of ninety (90) consecutive days which is generally regarded as a standard of time in which a homeless person may be able to recover and/or receive supportive services to enable them to depart from the homeless shelter. The County and the Shelter Operator shall be sensitive to the finding that

this 90 day period will not apply to all shelter occupants, but is used as an operational policy guide.

4. **Summary of Shelter Operator Admission Policies:** The general intent of the Shelter Admission Guidelines shall be to admit adult persons who are homeless. However, for the safety and welfare of properly admitted occupants and staff, our Shelter cannot accept persons under the influence of alcohol or illegal drugs. Those with a history of severe criminal acts or violent offense(s) will not be accepted including those who are registered sex offenders. We do not accept persons who have obvious or a history of physical or mental health needs beyond the scope of our services. Residents must be able to live independently and adhere to shelter rules. We do not accept minors.

Summary of Intake Process

- a. Operator shall create or use an existing Admissions Form containing basic personal information from the applicant.
 - b. Staff will conduct an interview for the purpose of making a recommendation to the Shelter Director or a designated authorized representative.
 - c. Applicants must have two forms of identification; one must be a photo ID. Alternative ID forms will be subject to the discretion of staff.
 - d. Staff will perform a criminal records background check. All admissions are tentative, until approved by the shelter director, or a designated authorized representative.
 - e. Applicants admitted to the shelter shall sign a form that they understand and accept the rules and regulations for occupancy.
5. **Operator Coordinated Entry and Enrollment Responsibilities:** Operator shall use the coordinated entry procedure adopted by the local Continuum of Care (COC) which is available using the following electronic link:

<http://www.chspmontereycounty.org/wp-content/themes/chsp/img/CARS-Policies-and-Procedures-September-2016-1.pdf>.

6. **County Statement on Daily Admission and Intake Activities:** Generally, the Operator should observe the following daily procedures: During Check-in, prospective clients will be asked to line up in orderly fashion. All clients must be cleared by security before they are allowed to enter the facility or sign in. Each client is asked to clearly print his or her name on the sign-in sheet. All clients are asked if they have stayed at an H.O.M.E Resource Center during the current year and that information is recorded on the sign-in sheet. If the person registering is a new client they will be asked to complete the intake/assessment tool which includes additional questions regarding their age, who is head of their household/family, family size, veteran status, employment status and

ethnicity...etc. New clients are asked to read the Emergency Shelter Program rules, and, as with all clients, they are provided a blanket and assigned a bed and given instructions regarding showers, available commodities, clothing, and information and referral services. Because of various language barriers and illiteracy rates among the homeless population, all clients will be asked if they completely understand the behaviors that are required as per the admission policies. Their understanding will be required to result in signing a basic form accepting the requirements for occupancy and such signed forms shall be filed.

7. **Use of Current Funds and Sustainability**: All Program funds from any federal, state or local source, shall be used exclusively for operations and support services as connected to the Program. Operating and support services costs shall include, but not be limited to, costs for transportation, security, meals, insurance, equipment, supplies, staff and all other related operating costs as specified in the Program Budget.
8. **Create a Fund Development Plan**: As part of this requirement, operator shall be responsible for working with the County and outside sources to insure a funding stream for the Services offered in the Program, including but not limited to, Community Foundations, local funds, Federal Community Development Grant Funds and Federal Emergency Solutions Grant Funds, as available. Operator shall use a grant writer or fund development individual to search for, assess and seek new funding for program sustainability purposes.
9. **HMIS Data**: Operator must maintain an accurate and complete HMIS data system for all clients and related activities. Specifically, this includes entering data directly on a timely basis into the HMIS system, and adhere to all implementation guidelines developed under the County of San Benito-Regional Continuum of Care's HMIS. "Participation" includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated monthly and close-out reports. Operator must input the collected data no more than 7 days after admission and no more than 7 days upon exit from the shelter.
10. **VI-SPDAT**: The Operator must complete for all clients the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT). The VI-SPDAT tool will be adopted as the evidenced based assessment and case management tool for the enrollment process of all guests. The VI-SPDAT is a "first-of-its-kind tool designed to assess the needs of all clients and helping communities end homelessness in a quick, strategic fashion
11. **Reporting Responsibilities**: OPERATOR is required to submit monthly fiscal and program performance reports in a form acceptable to COUNTY by the 10th day of the following month of services rendered.

12. **Operator Relationship with C.O.C.:** Operator shall be responsible for maintaining a professional relationship with the Monterey-San Benito Regional Continuum of Care Homeless entity as regards participating in pertinent committee work and communication with on-going policy and program developments in the homeless service field.

II. OPERATOR RESPONSIBILITIES FOR FACILITIES:

- A. Maintain nightly shelter facilities in a clean, safe and well-maintained environment. All efforts should be made to provide as much comfort to the client as possible. Shelters are expected to have its doors open to prospective clients from 5:00 p.m. until 8:00 a.m. The building must be maintained in good repair, free of leaks, provide adequate heat and ventilation and must meet all local building, health and safety standards.

It is critical to the success of the Homeless Shelter and H.O.M.E Resource Center that the OPERATOR builds supportive relationships with local agencies, law enforcement and the community in order address community concerns and impacts through a community outreach plan.

III. DAILY TASKS TO BE PERFORMED BY OPERATOR:

The following listed daily tasks shall be performed by the Operator:

- A. **Safe and Sanitary Conditions:** Assure that facilities related to bathroom sink, toilet, and shower facilities are maintained clean at all times. The minimum client to facility ratio of 25:1 for showers, sinks and toilets. Hot water, clean towels, and hygiene necessities must be provided.
- B. **Sleeping Space Logistics:** Sleeping space should be adequate in size, which is defined as a minimum of at least three feet of walking space along the shortest side of each bed. Shelters must avoid overcrowding.
- C. **Sleeping Conditions:** The County shall provide the initial set of beds and blankets for the shelter facility. Thereafter, it shall be the responsibility of the shelter operator to clean, replace and provide beds and blankets. Each client must be provided with a bed and blanket in a clean and well maintained condition. Blankets must be provided and must be kept clean and free of parasitic infestation throughout the sheltering period.
- D. **Separation of Sleeping Areas:** Male and Female homeless individuals must not be sheltered in the same area and shall be kept in separate area. Families seeking shelter will not be sheltered but may be offered vouchers (if available) to a hotel/motel based on funding availability or referred to other appropriate locations. Minors are not allowed as occupants.
- E. **Alternative Placements:** Individuals seeking shelter and/or services beyond the program parameters and means will be referred to another service provider, community organization or public facility, as may be available. The

Shelter Operator shall not be financially responsible for any alternative placements.

- F. **Supervision and Shift Staffing**: Provide supervision of the homeless clients including registration and the scheduling of meals, showers, and other personal services as needed. The operator will provide adequate staffing levels for each shift.
- G. **Night Services**: Provide night services to the homeless clients and offer personal care necessities and referrals. Take appropriate action for medical or health related emergencies.
- H. **Meals**: Admitted shelter occupants will be provided a cold continental style breakfast and a hot evening meal on a daily basis, including disposable eating utensils provided by the operator. In lieu of a continental breakfast, the Operator may provide occupants with a sack lunch for consumption after occupants leave the shelter. Trained professional security personnel shall be the responsibility of the operator. Security will enforce rules such as no drinking or drug use on the premises, no smoking in the building, no weapons, etc. A private security company will be obtained.
- I. **Janitorial and Cleaning**: Provide approved janitorial services to clean facility after use no later than 10:00 a.m. the following morning. Cleaning includes sweeping the floor, organizing mats, stacking towels and blankets for laundry pick-up, cleaning and disinfecting the kitchen and restrooms, picking up litter on the sidewalks and in the parking lots and securing all program equipment in locked storage bins provided for this purpose.
- J. **Daily Log of Occupant Activities**: Complete a log of activities each night, including number of clients served, referrals made, and incidents reported by security and site Managers with copies of log of activities and incident reports submitted to COUNTY. Total number of volunteers assisting the staff should be noted and filed.
- K. **Inventory Log**: Operator shall conduct an inventory log of goods, supplies and fixtures each night or day in order to account for loss or theft of such items.

IV. OPERATOR OUTREACH AND SERVICE COORDINATION DUTIES:

- A. **Whole Person Care Service Approach**: The Shelter Operator shall operate the Shelter Facility in recognition that the occupants need more than just a space to spend the night. The operator shall adopt a whole person care approach that utilizes comprehensive support services in order to pursue a personal recovery that leads to a stabilization of their lives. Accordingly, the operator shall utilize a management approach which takes in to account other social and human services that are available to the shelter occupants. This utilization shall be based on an information plan which makes available other County, City and community resources known to the occupant so that they

are encouraged to utilize such services. Information regarding these support services shall be posted and updated in the facility as well as distributed to each occupant.

- B. **Volunteers**: Develop and submit a Volunteer Management Plan to include a plan for the recruitment, training, and management of volunteers for the program. The plan should include staffing, volunteers, meals, security, janitorial, support services.
- C. **Outreach to Local Community**: Recruit agencies, social service programs and volunteers to assist with supportive program services. Be “on call” to the County Program Manager, law enforcement, emergency managers.
- D. **Transportation**: The OPERATOR will arrange for transportation services to and from specified and posted pick-up/drop-off points coordinated within the County and City of Hollister. The coordination of transportation services shall include managing waiting areas for clients until the bus or vehicle arrives. Posting of pick up times and destination points shall be noticed to the clients. In addition, the Operator shall post and communicate vehicle and bicycle parking areas that are available to occupants. In addition, staff working for the operator shall not be permitted to transport shelter occupants in their personal vehicles under any circumstances. Only designated operator staff shall be permitted to transport shelter occupants.
- E. **Medication Policy**: The Shelter Operator shall be responsible for developing an operating and management policy regarding medications used by shelter occupants. This policy shall provide for assisting shelter occupants with refrigeration or storage in the shelter locker based on a signed agreement between the operator and the particular shelter occupant. The Shelter operator shall not be responsible for any medication related activity requiring the opinion or service of a medical professional.
- F. **Drug, Alcohol and Controlled Substances Policy and Practices**: The Shelter operator will maintain a strict policy prohibiting the possession or use of alcohol, illegal drugs or controlled substances by occupants, staff, visitors, and volunteers. The intent and practice of the shelter operator shall be to promote and maintain a safe, healthy and productive environment for all persons connected and associated with the shelter, especially the occupants. The unlawful purchase, possession, transfer, manufacturing, distribution, sale, distribution or dispensation of any illegal drug or alcohol or controlled substance, as may be encountered by the shelter operator, shall be considered a serious violation and reportable or reported to law enforcement authorities. Any person applying for occupancy at the shelter facility that is noticeably under the influence or exhibiting suspicion of being under such influence may be denied the right to apply and/or refused occupancy based on the discretion of the shelter operator. If a person is admitted and subsequently found to be under such influence or suspicion thereof, the

shelter operator shall have the right to request or demand their exit from the facility.

- G. **Policy Regarding Sex Offenders**: Staff and volunteers will be trained in sex abuse definition, sex offender policies, child abuse and vulnerable adult abuse. All shelter operator employees must review this special training and updates on a yearly basis and be certified to pass standards as may be required by law or by the shelter operator. The shelter operator will follow federal law requirements in reporting sex offenders. All clients will be screen for sex offenses through the National Megan's law database. Screening will be conducted at the time of application and reported in the applicant's file.
- H. **Pet and Service Animal Policies**: Shelter applicants will be required to identify if they require to be accompanied by a pet or service animal. If so required, the shelter operator will require that such animals have proof of current vaccinations and do not have a record or reported history of biting humans or other animals. The Shelter Operator will make reasonable provision for animal kennels, however, in the event that the Shelter Operator does not have a space, area or facility accommodations for such pets or animals, then the shelter operator will have the right to refuse the occupancy of pets or service animals on a case by case discretionary basis.
- I. **Right to Amend, Modify and Collaborate**: The County shall have the right to introduce or propose new tasks or modify any assigned tasks to accommodate emergency or special situations, as needed.

ATTACHMENT B: PROGRAM BUDGET

Note: Include a Project Budget for each program proposed.

Applicant: _____

Program Title/Name: _____

Proposed Program Expenses	FY 2017-18	FY 2018-19
Personnel Expenses		
Salaries		
Benefits		
Payroll Taxes		
TOTAL PERSONNEL EXPENSES		
Operating Expenses		
Insurance		
Rent		
Utilities		
Phone		
Postage		
Office Supplies		
Travel		
Staff Development/Training		
Maintenance/Repair		
Books/Publications		
Printing/Publishing		
Sub-contractors (specify)		
Other (Specify)		
TOTAL OPERATING EXPENSE		
Assets (please specify):		
Computer Hardware/Software		
Automobiles		
Furniture		
Rentals		
Other (Specify)		
TOTAL EXPENSES		

Summary Budget

Program Title	FY 17/18	FY 18/19
Program 1		
Program 2		
Program 3		
Program 4		
Proposal Totals		

Print Preparer Name & Title

Signature & Date

L E A S E

The COUNTY OF SAN BENITO, as landlord, ("COUNTY"), and the selected bidder as tenant ("TENANT"), enter into this lease on the date stated next to the signatures below.

1. **DURATION OF LEASE.**

The initial lease period shall commence on October 10, 2017, and end on September 31, 2018, unless sooner terminated or renewed as specified herein. Unless either party gives the other party written notice within not less than ninety (90) days of the expiration of the lease, the lease shall automatically renew for at least one (1) year period of time upon the same terms and conditions.

2. **DESCRIPTION OF PREMISES.**

The shelter facility is located at 1161 San Felipe Road, Hollister, CA 95023. The facility contains a total interior space measuring approximately 4,500 square feet and is situated as the front portion of the larger building measuring a total of 12,724 square feet. The County Assessor Parcel number is 019-040-017 and is legally inside the city limits of Hollister, CA. Our shelter facility will contain a total of fifty (50) spaces for overnight separate sleeping accommodations for only adult males and adult females. Minors will not be allowed. The facility has a front lobby and office, an intake counter, community and dining space, separate showers, restrooms and lockers for males and females along with two janitor closets.

3. **RENT.**

In consideration for COUNTY leasing the premises to TENANT, TENANT agrees to provide to COUNTY the rent as specified on Attachment A. Attachment A is made a part of this lease.

4. **SECURITY DEPOSIT.**

TENANT will deposit with COUNTY the sum of zero (\$0.00) dollars as a security deposit consistent with the provisions of paragraph B-4 of Attachment B.

5. **USE OF PREMISES.**

The premises are rented to TENANT for the following purposes only: Operation of the HOME Resource Center to assist homeless individuals with emergency shelter, meals and supportive services.

6. **ADDITIONAL TERMS.**

The rights and duties of the parties to this lease are governed by the general terms and conditions specified in Attachment B and by the special terms and

conditions specified in Attachment E. Attachments B and E are made a part of this lease.

7. **INFORMATION ABOUT LEASE ADMINISTRATORS.**

The following names, titles, addresses and telephone numbers are the pertinent information for the respective lease administrators for the parties:

Lease Administrator for COUNTY:

Name: Enrique Arreola

Title: Deputy Director

County Health & Human

Services Agency, CSWD

Address: 1111 San Felipe Road, #108Address: _____

Hollister, CA 95023 _____

Phone No.: (831) 634-4918 Phone No.: _____

Fax No.: (831) 637-0996 Fax No.: _____

Lease Administrator for TENANT:

Name: _____

Title: _____

8. **ATTACHMENTS.**

The following attachments which are adopted are made a part of this lease.

Attachment A: Consideration for Lease

Attachment B: General Terms and Conditions

Attachment C: Scope of Work

Attachment D: Special Terms and Conditions

San Benito County Board of Supervisors

TENANT:

Jaime De La Cruz, Chair

Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Irma Valencia , Deputy County Counsel

By: _____

Date: _____

ATTACHMENT A

CONSIDERATION FOR LEASE:

TENANT shall provide the following consideration to COUNTY on the following specified terms:

- A-1. TENANT will pay one-dollar (\$1.00) Dollar rent per month.
- A-2. TENANT agrees to render the following additional consideration as rent:
 - a) TENANT shall operate for the benefit of the County, the homeless shelter facility located at 1161 San Felipe Road, Hollister, CA 95023.
 - b) TENANT shall perform all services and conduct all program activities as set forth in the RFP Scope of Work, attached as Exhibit A.

ATTACHMENT B

GENERAL TERMS GOVERNING THE OPERATION OF THIS LEASE

- B-1. Definition of "TENANT": The term "TENANT" is hereby defined to include the following:
- (a) the party identified in this lease as the named TENANT and its officers, employees, agents and authorized representatives;
 - (b) the named TENANT's heirs, successors, executors and administrators;
 - (c) any party who is authorized, by COUNTY's prior written consent, as a sub-lessee under this lease and such sub-lessee's officers, employees, agents and authorized representatives; and
 - (d) any party who is authorized, by COUNTY's prior written consent, as an assignee of the named TENANT's interest under this lease and such assignee's officers, employees, agents and authorized representatives.
- B-2. Occupancy. The premises shall be occupied only by the named TENANT, unless COUNTY provides prior written consent to occupancy by another party.
- B-3. Prohibition Against Assignment and Subletting. TENANT may not assign TENANT's interest under this lease, or sublet any portion of the premises, without COUNTY's prior written consent, and any attempted assignment or sublease without such consent shall be void.
- B-4. Security Deposit. TENANT will deposit with COUNTY the sum specified in paragraph 4 of this lease as a security deposit. COUNTY will hold the security deposit for the faithful performance by TENANT of TENANT's obligations under this lease, including payment of rent and, after surrender of the premises, cleaning of the premises, repair of the premises exclusive of ordinary wear and tear, and to remedy any default in TENANT's obligation under the lease to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear. Within two weeks after TENANT has vacated the premises, COUNTY shall furnish TENANT with an itemized written statement of the basis for, and amount of, the security received and its expenditure, and will return any remaining portion of the security deposit to TENANT.
- B-5. Tenant's Obligation. TENANT agrees to perform, at their own cost, the following obligations, and TENANT's failure to perform any or all of these specified obligations shall be deemed a default under the terms of this lease:
- (a) To keep the premises as clean and sanitary as their condition permits;
 - (b) To dispose of all rubbish, garbage, and other waste in a clean and sanitary manner;

- (c) To use, operate properly and maintain in good condition all electrical, gas and plumbing fixtures and pipes, and to keep them as clean and sanitary as their condition permits;
 - (d) To pay all utilities and service charges related to occupancy of the premises.
 - (e) To refrain from willfully or wantonly destroying, defacing, damaging, impairing, or removing any part of the premises or the facilities, equipment, or appurtenances, or permitting any person on the premises to commit such acts;
 - (f) To comply with all federal, state and local laws regulating and/or pertaining to TENANT's possession of the premises.
- B-6. TENANT Conduct. TENANT may not disturb, annoy, endanger, or interfere with occupants of neighboring buildings. TENANT may not use the premises for any unlawful purpose, violate any law or ordinance, or commit waste or nuisance on the premises. TENANT is responsible for all costs associated with any improper conduct or violations of any law or ordinance.
- B-7. TENANT's Obligation to Maintain Premises. TENANT, at its own cost, shall maintain the premises in good condition. COUNTY shall not have any responsibility to maintain the premises. Tenant waives the provisions of Civil Code sections 1941 and 1942 with respect to COUNTY's obligations for tenantability of the premises and TENANT's right to make repairs and deduct the expense of such repairs from rent.
- B-8. Alteration. TENANT shall not make any alterations to the premises without County's prior written consent.
- B-9. TENANT's Construction and Installation of Improvements. Should TENANT require that any improvements be made to the premises beyond those in existence at the beginning of the lease term, TENANT may construct and/or install such improvements, upon obtaining COUNTY's prior written consent. Thereafter, during the term of this lease, TENANT shall maintain such improvements in good condition. Any such improvements shall become COUNTY's property, as an appurtenance to the land, upon termination of the lease. As provided in paragraph B-7 above, COUNTY shall not have any responsibility to maintain the improvements constructed or installed by TENANT and TENANT waives the provisions of Civil Code section 1941 and 1942.
- B-10. COUNTY's Right of Entry. COUNTY and its authorized representatives shall have the right to enter the premises at all reasonable times for any of the following purposes:
- (a) To determine whether the premises are in good condition and whether TENANT is complying with its obligations under this lease;

- (b) To perform any necessary maintenance and to make any restoration to the premises that COUNTY deems necessary to maintain the premises in good condition;
- (c) To serve, post, or keep posted any notices required or allowed under the provision of this lease;
- (d) To post "for sale" signs at any time during the term, to post "for rent" or "for lease" signs during the last three (3) months of the term, or during any period the TENANT is in default of the provisions of this lease;
- (e) To show the premises to prospective brokers, agents, buyers, tenants, or persons interested in an exchange, at any time during the term of this lease;
- (f) COUNTY retains the right to use the facility, upon prior notification, in any manner that does not interfere with the TENANT's use of the property.

B-11. Condition of Premises. TENANT has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and are deemed satisfactory.

B-12. Non-discrimination. TENANT agrees not to discriminate against any employee who is employed to work at the subject premises or discriminate against any application for such employment due to ethnic group identification, religion, age, sex, color, national origin or physical or mental disability, medical condition or marital status.

B-13. Responsibility Of Lease Administrators. All matters concerning this lease which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective lease administrator or any party's employee as the lease administrator may appoint in writing. A party may, in its sole discretion, change its designation of its lease administrator and shall promptly give written notice to the other party of any such change.

B-14. Notices. Notices to the parties in connection with the administration of this lease shall be given to the parties' lease administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the lease administrator or the office of the lease administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed as indicated in this lease, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to the party's facsimile number specified in paragraph 7 of this lease, provided that an

original of such notice is deposited in the United States mail, addressed as indicated in this lease on the same day as the facsimile transmission is made.

- B-15. Authority and Capacity. TENANT and TENANT's signatory each warrant and represent that each has full authority and capacity to enter into this lease.
- B-16. Counterparts. This lease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts together constitute one lease.
- B-17. Binding on Successors and Assigns. All of the conditions, covenants and terms herein contained shall apply to and bind the TENANT and the TENANT's heirs, successors, executors, administrators, sub-lessees and assigns. TENANT and all of TENANT's heirs, successors, executors, administrators, sub-lessees and assigns shall be jointly and severally liable under this lease.
- B-18. Joint and Several Liability. This agreement is between COUNTY and the named TENANT. The named TENANT is responsible for performance of his/her/its obligations under this lease. All parties identified as TENANT under paragraph B-1 of this lease shall be jointly and severally liable under this lease.
- B-19. Indemnification of COUNTY. TENANT agrees to indemnify, defend and save harmless COUNTY and COUNTY's officers, agents and employees, from and against any and all claims and losses whatsoever arising out of or in any way related to TENANT's performance under this lease, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by COUNTY in connection with such claims. TENANT's "performance" includes TENANT's action or inaction and the action or inaction of TENANT's officers, employees, agents and authorized representatives.
- B-20. General Insurance Requirements. Without limiting TENANT's duty to indemnify, TENANT shall comply with the insurance requirements hereinafter set forth in the following paragraph. Insurance shall meet the following requirements:
- (a) Each policy shall be with a company authorized by law to transact insurance business in the State of California, whether the company be an admitted carrier, or not;
 - (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of change, cancellation, or non-renewal thereof;
 - (c) The policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds; and

- (d) The required coverages shall be maintained in effect throughout the term of this lease.

B-21. Public Liability and Property Damage Insurance. TENANT at its cost shall maintain the following insurance requirements:

- (a) Comprehensive General Liability in the amount of no less than \$1,000,000. Combined Single Limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage;

General Commercial Liability: 100% of replacement cost value.

- (b) Workers' Compensation as required by state law.
- (c) Automobile Liability in an amount not less than \$1,000,000 combined Single Limit per accident for bodily injury and property damage covering owned, non-owned, and hired vehicles.
- (d) Sexual Misconduct Coverage: \$1,000,000 per occurrence.
- (e) Employer Liability Coverage: \$1,000,000 per occurrence.
- (f) The San Benito County and its Officers, Employees, and Agents are to be covered as additional insured.
- (g) Notice of Cancellation must ensure that each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, or canceled except after 30 days prior written notice has been given to the San Benito County.

B-22. Certificate of Insurance. Prior to the execution of this lease by COUNTY, TENANT shall file certificates of insurance with COUNTY, showing that TENANT has in effect the insurance required by this lease. TENANT shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, TENANT may provide proof of self-insurance meeting requirements equivalent to those imposed herein. TENANT warrants that TENANT's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. TENANT further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaking in this lease within thirty (30) days of such change.

B-23. Bankruptcy. TENANT shall immediately notify COUNTY in the event that TENANT ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes

subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

- B-24. Personal Property Remaining on Premises. After TENANT vacates the premises, either by expiration of the term or on termination of the tenancy, COUNTY must give the notices required by law concerning disposition of any personal property of TENANT that remains on the premises. TENANT is responsible for all reasonable costs of storing such personal property. The property will be released to TENANT or its rightful owner only after TENANT or the rightful owner pays to COUNTY the reasonable costs of storage within the time required by law.
- B-25. Possession of Premises. If COUNTY is unable to deliver possession of the premises to TENANT at the commencement of the term specified in this lease, COUNTY will not be liable for any damage caused thereby, nor will this lease be void or voidable. COUNTY will take reasonable steps to obtain possession of the premises from previous tenants or occupants. TENANT will not be liable for any rent, however, until the date that possession is actually delivered. TENANT may terminate this lease if COUNTY fails to deliver possession of the premises within thirty (30) days of commencement of the specified term.
- B-26. Possessory Interest Tax. This agreement may create a possessory interest subject to property taxation. If such an interest is created, the party in whom the possessory interest is vested may be subject to the payment of the property taxes levied on such interest.
- B-27. Breach of Covenant. The parties consider each and every term, covenant, and provision of this lease to be material and reasonable.
- B-28. Waiver. Waiver by either party of a breach of any covenant of this lease will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of rent with knowledge of TENANT's violation of a covenant does not waive its right to enforce any covenant of this lease. No waiver by either party of any provision of this lease will be considered to have been made unless expressed in writing and signed by all parties.
- B-29. Time of The Essence. Time is of the essence of each provision of this lease.
- B-30. Entire Agreement. This lease contains all of the agreements of the parties. There are no understandings or agreements pertaining to this lease except as are expressly stated in writing in this lease or in any document attached hereto or incorporated herein by reference.
- B-31. Negotiated Agreement. This agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this agreement within the meaning of Civil Code section 1654.

- B-32. Independent Advice. Each party hereby represents and warrants that in executing this lease, it does so with full knowledge of the rights and duties as may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this lease and the rights and duties arising out of this lease, or that such party willingly foregoes any such consultation.
- B-33. No Reliance On Representations. Each party hereby represents and warrants that it is not relying, and has not relied, upon any representations or statements made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this lease may turn out to be other than, or different from the facts now known by such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this lease shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.
- B-34. Severability. Should any provision herein be found or deemed to be invalid, this lease shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this lease are declared to be severable.
- B-35. Cumulation of Remedies. All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. Attorney's Fees to the Prevailing Party.

ATTACHMENT C

Scope of Work

I. Responsibilities of Operator:

OPERATOR shall perform all services and conduct all program activities as set forth in the Scope of Work which contains specific responsibilities for the operation and management of the Homeless Shelter and Homeless Service Center program (program) as funded with federal, State or local funds in a manner satisfactory to the COUNTY and consistent with all best practices and contractual requirements.

A. SHELTER OPERATOR – INTAKE AND ADMISSION PROCEDURES:

1. **Eligible Participants:** OPERATOR shall provide services to homeless persons homeless persons and at risk of becoming homeless as defined in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act (the Act) (see 42 U.S.C. 11302., and 24 CFR Parts 91 and 576 and all other applicable governmental requirements.
2. **Definition of Homeless Person:** An individual person is considered homeless when they lack a fixed, regular and adequate night time residence and reside in a place not intended for human habitation such as a street, alley, riverbed, vehicle or similar circumstances. An individual is considered at risk of becoming homeless when they are at risk of imminent placement into the definition of a homeless individual.
3. **Length of Stay:** The intent and practice of the County and of the Shelter Operator shall be to generally allow occupancy for a maximum of ninety (90) consecutive days which is generally regarded as a standard of time in which a homeless person may be able to recover and/or receive supportive services to enable them to depart from the homeless shelter. The County and the Shelter Operator shall be sensitive to the finding that this 90 day period will not apply to all shelter occupants, but is used as an operational policy guide.
4. **Summary of Shelter Operator Admission Policies:** The general intent of the Shelter Admission Guidelines shall be to admit adult persons who are homeless. However, for the safety and welfare of properly admitted occupants and staff, our Shelter cannot accept persons under the influence of alcohol or illegal drugs. Those with a history of severe criminal acts or violent offense(s) will not be accepted including those who are registered sex offenders We do not accept persons who have obvious or a history of physical or mental health needs beyond the scope of our

services. Residents must be able to live independently and adhere to shelter rules. We do not accept minors.

Summary of Intake Process

- a. Operator shall create or use an existing Admissions Form containing basic personal information from the applicant.
 - b. Staff will conduct an interview for the purpose of making a recommendation to the Shelter Director or a designated authorized representative.
 - c. Applicants must have two forms of identification; one must be a photo ID. Alternative ID forms will be subject to the discretion of staff.
 - d. Staff will perform a criminal records background check. All admissions are tentative, until approved by the shelter director, or a designated authorized representative.
 - e. Applicants admitted to the shelter shall sign a form that they understand and accept the rules and regulations for occupancy.
5. **Operator Coordinated Entry and Enrollment Responsibilities:** Operator shall use the coordinated entry procedure adopted by the local Continuum of Care (COC) which is available using the following electronic link:
- <http://www.chspmontereycounty.org/wp-content/themes/chsp/img/CARS-Policies-and-Procedures-September-2016-1.pdf>.
6. **County Statement on Daily Admission and Intake Activities:** Generally, the Operator should observe the following daily procedures: During Check-in, prospective clients will be asked to line up in orderly fashion. All clients must be cleared by security before they are allowed to enter the facility or sign in. Each client is asked to clearly print his or her name on the sign-in sheet. All clients are asked if they have stayed at an H.O.M.E. Service Center during the current year and that information is recorded on the sign-in sheet. If the person registering is a new client they will be asked to complete the intake/assessment tool which includes additional questions regarding their age, who is head of their household/family, family size, veteran status, employment status and ethnicity...etc. New clients are asked to read the Emergency Shelter Program rules, and, as with all clients, they are provided a blanket and assigned a bed and given instructions regarding showers, available commodities, clothing, and information and referral services. Because of various language barriers and illiteracy rates among the homeless population, all clients will be asked if they completely understand the behaviors that are required as per the admission policies. Their understanding will be required to result in signing a basic form accepting the requirements for occupancy and such signed forms shall be filed.

7. **Use of Current Funds and Sustainability:** All Program funds from any federal, state or local source, shall be used exclusively for operations and support services as connected to the Program. Operating and support services costs shall include, but not be limited to, costs for transportation, security, meals, insurance, equipment, supplies, staff and all other related operating costs as specified in the Program Budget.
8. **Create a Fund Development Plan:** As part of this requirement, operator shall be responsible for working with the County and outside sources to insure a funding stream for the Services offered in the Program, including but not limited to, Community Foundations, local funds, Federal Community Development Grant Funds and Federal Emergency Solutions Grant Funds, as available. Operator shall use a grant writer or fund development individual to search for, assess and seek new funding for program sustainability purposes.
9. **HMIS Data:** Operator must maintain an accurate and complete HMIS data system for all clients and related activities. Specifically, this includes entering data directly on a timely basis into the HMIS system, and adhere to all implementation guidelines developed under the County of San Benito-Regional Continuum of Care's HMIS. "Participation" includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated monthly and close-out reports. Operator must input the collected data no more than 7 days after admission and no more than 7 days upon exit from the shelter.
10. **VI-SPDAT:** The Operator must complete for all clients the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT). The VI-SPDAT tool will be adopted as the evidenced based assessment and case management tool for the enrollment process of all guests. The VI-SPDAT is a "first-of-its-kind tool designed to assess the needs of all clients and helping communities end homelessness in a quick, strategic fashion
11. **Reporting Responsibilities:** OPERATOR is required to submit monthly fiscal and program performance reports in a form acceptable to COUNTY by the 10th day of the following month of services rendered.
12. **Operator Relationship with C.O.C.:** Operator shall be responsible for maintaining a professional relationship with the Monterey-San Benito Regional Continuum of Care Homeless entity as regards participating in pertinent committee work and communication with on-going policy and program developments in the homeless service field.

II. OPERATOR RESPONSIBILITIES FOR FACILITIES:

- A. Maintain nightly shelter facilities in a clean, safe and well-maintained environment. All efforts should be made to provide as much comfort to the client as possible. Shelters are expected to have its doors open to prospective clients from 5:00 p.m. until 8:00 a.m. The building must be maintained in good repair, free of leaks, provide adequate heat and ventilation and must meet all local building, health and safety standards.

It is critical to the success of the Homeless Shelter and H.O.M.E. Service Center that the OPERATOR builds supportive relationships with local agencies, law enforcement and the community in order address community concerns and impacts through a community outreach plan.

III. DAILY TASKS TO BE PERFORMED BY OPERATOR:

The following listed daily tasks shall be performed by the Operator:

- A. **Safe and Sanitary Conditions**: Assure that facilities related to bathroom sink, toilet, and shower facilities are maintained clean at all times. The minimum client to facility ratio of 25:1 for showers, sinks and toilets. Hot water, clean towels, and hygiene necessities must be provided.
- B. **Sleeping Space Logistics**: Sleeping space should be adequate in size, which is defined as a minimum of at least three feet of walking space along the shortest side of each bed. Shelters must avoid overcrowding.
- C. **Sleeping Conditions**: The County shall provide the initial set of beds and blankets for the shelter facility. Thereafter, it shall be the responsibility of the shelter operator to clean, replace and provide beds and blankets. Each client must be provided with a bed and blanket in a clean and well maintained condition. Blankets must be provided and must be kept clean and free of parasitic infestation throughout the sheltering period.
- D. **Separation of Sleeping Areas**: Male and Female homeless individuals must not be sheltered in the same area and shall be kept in separate area. Families seeking shelter will not be sheltered but may be offered vouchers (if available) to a hotel/motel based on funding availability or referred to other appropriate locations. Minors are not allowed as occupants.
- E. **Alternative Placements**: Individuals seeking shelter and/or services beyond the program parameters and means will be referred to another service provider, community organization or public facility, as may be available. The Shelter Operator shall not be financially responsible for any alternative placements.
- F. **Supervision and Shift Staffing**: Provide supervision of the homeless clients including registration and the scheduling of meals, showers, and other

personal services as needed. The operator will provide adequate staffing levels for each shift.

- G. **Night Services:** Provide night services to the homeless clients and offer personal care necessities and referrals. Take appropriate action for medical or health related emergencies.
- H. **Meals:** Admitted shelter occupants will be provided a cold continental style breakfast and a hot evening meal on a daily basis, including disposable eating utensils provided by the operator. In lieu of a continental breakfast, the Operator may provide occupants with a sack lunch for consumption after occupants leave the shelter. Trained professional security personnel shall be the responsibility of the operator. Security will enforce rules such as no drinking or drug use on the premises, no smoking in the building, no weapons, etc. A private security company will be obtained.
- I. **Janitorial and Cleaning:** Provide approved janitorial services to clean facility after use no later than 10:00 a.m. the following morning. Cleaning includes sweeping the floor, organizing mats, stacking towels and blankets for laundry pick-up, cleaning and disinfecting the kitchen and restrooms, picking up litter on the sidewalks and in the parking lots and securing all program equipment in locked storage bins provided for this purpose.
- J. **Daily Log of Occupant Activities:** Complete a log of activities each night, including number of clients served, referrals made, and incidents reported by security and site Managers with copies of log of activities and incident reports submitted to COUNTY. Total number of volunteers assisting the staff should be noted and filed.
- K. **Inventory Log:** Operator shall conduct an inventory log of goods, supplies and fixtures each night or day in order to account for loss or theft of such items.

IV. OPERATOR OUTREACH AND SERVICE COORDINATION DUTIES:

- A. **Whole Person Care Service Approach:** The Shelter Operator shall operate the Shelter Facility in recognition that the occupants need more than just a space to spend the night. The operator shall adopt a whole person care approach that utilizes comprehensive support services in order to pursue a personal recovery that leads to a stabilization of their lives. Accordingly, the operator shall utilize a management approach which takes in to account other social and human services that are available to the shelter occupants. This utilization shall be based on an information plan which makes available other County, City and community resources known to the occupant so that they are encouraged to utilize such services. Information regarding these support services shall be posted and updated in the facility as well as distributed to each occupant.

- B. **Volunteers:** Develop and submit a Volunteer Management Plan to include a plan for the recruitment, training, and management of volunteers for the program. The plan should include staffing, volunteers, meals, security, janitorial, support services.
- C. **Outreach to Local Community:** Recruit agencies, social service programs and volunteers to assist with supportive program services. Be “on call” to the County Program Manager, law enforcement, emergency managers.
- D. **Transportation:** The OPERATOR will arrange for transportation services to and from specified and posted pick-up/drop-off points coordinated within the County and City of Hollister. The coordination of transportation services shall include managing waiting areas for clients until the bus or vehicle arrives. Posting of pick up times and destination points shall be noticed to the clients. In addition, the Operator shall post and communicate vehicle and bicycle parking areas that are available to occupants. In addition, staff working for the operator shall not be permitted to transport shelter occupants in their personal vehicles under any circumstances. Only designated operator staff shall be permitted to transport shelter occupants.
- E. **Medication Policy:** The Shelter Operator shall be responsible for developing an operating and management policy regarding medications used by shelter occupants. This policy shall provide for assisting shelter occupants with refrigeration or storage in the shelter locker based on a signed agreement between the operator and the particular shelter occupant. The Shelter operator shall not be responsible for any medication related activity requiring the opinion or service of a medical professional.
- F. **Drug, Alcohol and Controlled Substances Policy and Practices:** The Shelter operator will maintain a strict policy prohibiting the possession or use of alcohol, illegal drugs or controlled substances by occupants, staff, visitors, and volunteers. The intent and practice of the shelter operator shall be to promote and maintain a safe, healthy and productive environment for all persons connected and associated with the shelter, especially the occupants. The unlawful purchase, possession, transfer, manufacturing, distribution, sale, distribution or dispensation of any illegal drug or alcohol or controlled substance, as may be encountered by the shelter operator, shall be considered a serious violation and reportable or reported to law enforcement authorities. Any person applying for occupancy at the shelter facility that is noticeably under the influence or exhibiting suspicion of being under such influence may be denied the right to apply and/or refused occupancy based on the discretion of the shelter operator. If a person is admitted and subsequently found to be under such influence or suspicion thereof, the shelter operator shall have the right to request or demand their exit from the facility.

- G. **Policy Regarding Sex Offenders:** Staff and volunteers will be trained in sex abuse definition, sex offender policies, child abuse and vulnerable adult abuse. All shelter operator employees must review this special training and updates on a yearly basis and be certified to pass standards as may be required by law or by the shelter operator. The shelter operator will follow federal law requirements in reporting sex offenders. All clients will be screen for sex offenses through the National Megan's law database. Screening will be conducted at the time of application and reported in the applicant's file.
- H. **Pet and Service Animal Policies:** Shelter applicants will be required to identify if they require to be accompanied by a pet or service animal. If so required, the shelter operator will require that such animals have proof of current vaccinations and do not have a record or reported history of biting humans or other animals. The Shelter Operator will make reasonable provision for animal kennels, however, in the event that the Shelter Operator does not have a space, area or facility accommodations for such pets or animals, then the shelter operator will have the right to refuse the occupancy of pets or service animals on a case by case discretionary basis.
- I. **Right to Amend, Modify and Collaborate:** The County shall have the right to introduce or propose new tasks or modify any assigned tasks to accommodate emergency or special situations, as needed.

ATTACHMENT D

SPECIAL TERMS GOVERNING THE OPERATION OF THIS LEASE

The rights and duties of the parties to this lease are governed by the following additional terms and conditions, which are made a part of this lease:

- D-1 In addition to the utilities and services requirements stated in paragraph B-5 of Attachment B to this lease, TENANT shall pay all utility expenses incurred on the premises.
- D-2 In addition to TENANT's obligation to comply with all federal, state, and local laws and rules, as stated in paragraph B-5 of Attachment B to this lease, TENANT shall be responsible for any penalties, fines, or forfeitures imposed by any governmental agency as a result of the operation of the homeless shelter.
- D-3 In addition to personally fulfilling the insurance requirements stated in paragraphs B-20 through B-22 of Attachment B to this lease, TENANT shall require identical coverage from each contractor, subcontractor or assignee performing work under this lease.

ATTACHMENT A
Scope of Services

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum payment of \$_____, or
- ☐ a total sum not to exceed \$_____ for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- ☐ There are no additional terms of compensation.
- ☐ The following specific terms of compensation shall apply: (Specify)

Accounting contact for COUNTY:

Name: Stephanie Churchill
Title: Accounting Technician

Address:

111 San Felipe Rd Ste 206
Hollister, California 95023
E-Mail: schurchill@cosb.us
Telephone No.: 831-634-4979
Fax No.: 831-636-9754

Accounting contact for CONTRACTOR:

Name:
Title:

Address:

E-Mail:
Telephone
Fax No.:

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and _____ ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on _____, and end on _____, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: _____ \$1,000,000
- (b) Professional liability insurance: _____ \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: _____ \$300,000 each person; \$500,000 each accident; \$50,000 property damage for each accident

6. Termination.

The number of days of advance written notice required for termination of this contract is _____
30 days.

7. Specific Terms and Conditions (check one)

- ☐ There are no additional provisions to this contract.
- ☐ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- ☐ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: _____

Title: _____

Address: _____

Telephone No.: _____

Fax No.: _____

Contract Administrator for CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone No.: _____

Fax No.: _____

SIGNATURES

APPROVED BY COUNTY:

Name: _____

Title: _____

Date: _____

APPROVED BY CONTRACTOR:

Name: _____

Title: _____

Tax I.D. or Social Security No.: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Irma Valencia, San Benito County Counsel's Office

By: Irma Valencia, Deputy County Counsel

Date: _____