

# SAN BENITO COUNTY, CALIFORNIA



## REQUEST FOR PROPOSALS

### OPERATOR AND MANAGEMENT

#### Housing Opportunities Meals Empowerment (HOME) Resource Center

Release of RFP	March 8, 2023
Submit Notice of Intent – Mandatory	March 22, 2023
Bidder's Conference	March 23, 2023
Deadline to Submit Proposals by 5 p.m.	April 7, 2023
Proposal Review	April 9-14, 2023
Staff Recommendation Completed	April 24, 2023
County Board of Supervisors Approval	May 23, 2023

**THE COUNTY OF SAN BENITO  
HEALTH AND HUMAN SERVICES AGENCY (HHSA)  
1161 San Felipe Road, Bldg. B  
Hollister, CA 95023  
Tel: (831) 637-9293**

**RELEASE: March 8, 2023**

**DUE: April 7, 2023, 5:00 P.M. local P.S.T. Time**

# TABLE OF CONTENTS

<b>PART ONE – SYNOPSIS</b>	3
1.1. Purpose of Request for Proposals and Table of Significant Dates	3
1.2. Introduction to San Benito County	3
1.3. Background and Overview of R.F.P.	3
1.4. Bidder Eligibility	4
1.5. General Expectations	4
1.6. General Selection Criteria	4
<b>PART TWO – PROPOSAL DEVELOPMENT</b>	5
2.1. Procedure for Requesting an R.F.P. package	5
2.2. Bidder's Conference	5
2.3. Questions Regarding R.F.P.	6
2.4. Notice of Intent	6
2.5. Proposal Deadline	6
<b>PART THREE – BID SUBMITTAL INSTRUCTIONS</b>	6
3.1. Proposal Format	6
3.2. Proposal Checklist	6
3.3. Confidentiality	6
3.4. Proposal Review Process and Bidder Proposal Review Committee	7
3.5. Evaluation and Scoring of Proposals	7-9
3.6. Rejection of Proposals	9
3.7. Appeals Process	9
<b>PART FOUR – BIDDER OPERATING BUDGET</b>	9
4.1. Bidder Operating Budget Requirements	9
4.2. Bidder Budget Format Guide	10
<b>PART FIVE – GENERAL SCOPE OF WORK</b>	
5.1. Bidder Operating Budget Requirements	10-11
<b>PART SIX– GENERAL CONTRACTING REQUIREMENTS</b>	11
6.1. General Requirements	11
6.2. Insurance Requirements	11-12
<b>PART SEVEN – FORMS, EXHIBITS AND ATTACHMENTS</b>	12
7.1. Form A - Notice of Intent	13
7.2. Form B - Proposal Summary	14
7.3. Form C - Proposal Checklist	15
7.4. Exhibit A – Standards of Conduct	16-17
7.5. Exhibit B – Lobbying Prohibitions	18
7.6. Exhibit C – Non-discrimination	19
7.7. Attachment A – General Scope of Work	20-24
7.8. Attachment B – Bidder Budget Format	25
7.9. Attachment C – Operation Guidelines	26-31
7.10. Attachment D – Sample San Benito County Contract	32

San Benito County Health and Human Services Agency  
Request for Proposals (R.F.P.)  
Housing Opportunities Meals Empowerment (HOME) Resource Center

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**PART ONE – SYNOPSIS**

- 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 the year-round overnight H.O.M.E Resource Center to serve the needs of the homeless population in San Benito County.

All proposal dates are listed on the title page and are subject to change.

All communications regarding this RFP should be addressed to both:

Enrique Arreola  
Deputy Director San Benito County HHSA  
Community Services & Workforce Development  
1161 San Felipe Road, Bldg. B  
Hollister, CA 95023  
831-637-5627-Office  
831-207-5067-Cell  
EArreola@cosb.us

Sylvia Jacquez  
Program Manager San Benito County HHSA  
Community Services & Workforce Development  
1161 San Felipe Road, Bldg. B  
Hollister, CA 95023  
831-637-5627-Office  
831-206-8323-Cell  
SJacquez@cosb.us

- 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 contains a total of forty-four (44) beds for overnight separate sleeping accommodations for 26 adult males and 18 females. Minors are not 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, laundry room, and access to computer resource room.
- 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) for the administrative oversight of the HOME Resource Center.

- 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 the Homeless Shelter. 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.

The HHSA through its Community Services and Workforce Development (CSWD) department, 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 4,500 square foot facility that will contain fifty (44) beds with new physical improvements and an adjacent 7,500 square foot space from which to conduct supportive services and transitional housing.

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 the daily operations of the 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 the HOME Resource Center under all applicable rules and regulations which are contained in a general scope and the operational guidelines 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 HOME Resource Centers.
- 1.6. **General Expectations - Services:** The selected bidder will be expected to competently and professionally perform all the services contained in the General Scope of Work as generally outlined in Attachment “A” – General Scope of Work and Attachment “C” – Operation Guidelines. 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 included in the executed contract between the successful bidder and the County.

Specific operating guidelines for the daily detailed operations will be identified in Attachment “C” –Operation Guidelines.

- 1.7. **ANTICIPATED FUNDING AVAILABILITY:** It is estimated there is funding secured or in the process of up to \$500,000 for the operation and management of the HOME Resource Center in 2023-24. 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 2023-24 and future years operation of the Shelter.
- 1.8. **General consideration for selection will be based on bidders that meet the following criteria:**
- i. Must have a minimum of three consecutive years of successfully managing and operating homeless programs and delivering relevant services.
  - ii. Have the current organizational experience and staff capacity to undertake a HOME Resource Center Program.
  - iii. Knowledge or active participation in the Monterey-San Benito or other regional Homeless Services Continuum of Care (CoC).
  - iv. Meet all the requirements of this RFP.
  - v. Willing to enter the San Benito County's standard Agreement for Professional Services, as is, without modifications, upon an award. As referenced in Attachment "D".
  - vi. Satisfy the minimum scope and limits of insurance as set forth in the insurance requirements section of this RFP.

## **PART TWO – PROPOSAL DEVELOPMENT**

- 2.1. **Procedure to obtain an RFP:** The RFP can be downloaded from:

<https://hhsa.cosb.us/> or <https://www.sbccab.com/>

To request a hard copy of the RFP please contact:

Enrique Arreola, Deputy Director San Benito County HHSA and/or

Sylvia Jacquez, Program Manager San Benito County HHSA

A hard copy of the RFP may also be obtained at the Community Services and Workforce Development (CSWD) offices located at 1161 San Felipe Road, Bldg. B, 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 requires that all prospective bidders attend the Bidder's conference scheduled for March 23, 2023, from 10 am to 11:30 a.m. The purpose of the bidder's conference is to introduce County staff, and to recognize potential bidders to be followed by describing the HOME Resource 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 1161 San Felipe Road, Bldg. B, Hollister, CA 95023.

2.3. **Questions from Bidders:** Questions regarding this RFP may be directed to:

Enrique Arreola, Deputy Director San Benito County HHSA and/or

Sylvia Jacquez, Program Manager San Benito County HHSA

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 March 22, 2023. 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 5 pm on April 7, 2023 (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, 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
<p><b>1. <u>Track Record and Organizational Capacity of Bidder:</u></b></p> <p>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.</p> <p>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</p>	<p><b>40 Points</b></p>

<p>those described in this RFP.</p> <ul style="list-style-type: none"> <li>c. Presented satisfactory letters of support.</li> <li>d. Bidder had an absence of organizational limits such as not having pending litigation, conflicts or debarment.</li> </ul>	
<p><b>2. <u>Financial/Organizational Strengths</u></b></p> <ul style="list-style-type: none"> <li>a. Clearly outlines the organizational structure and presents a Board representative of the low-income people and homeless and disadvantaged community.</li> <li>b. Submitted copy of prior year's audited financial statements are 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.</li> <li>c. Provide the current year organizational operating budget with appropriate justification demonstrated in the budget detail.</li> <li>d. Demonstrates that the agency has the overall organizational effectiveness to operate the program.</li> <li>e. Presents an organizational ability and commitment to leverage funding resources and raise new funds for sustainability.</li> <li>f. Submit copy of organization chart.</li> </ul>	<p><b>20 Points</b></p>
<p><b>3. <u>Planned Performance Outcomes</u></b></p> <ul style="list-style-type: none"> <li>a. Address the scope of work in a manner which assures the County that all work activities can be accomplished in a professional and competent manner.</li> <li>b. Describe innovative ways to address the scope of work activities in order to better meet client outcomes such as documenting organizational ability to achieve <b>housing placements</b> as well as promoting client stability, positive health outcomes and supportive services.</li> <li>c. Present organizational systems capable of meeting compliance requirements regarding filing of reports, accountability and record keeping.</li> </ul>	<p><b>25 Points</b></p>
<p><b>4. <u>Coordination and Linkages</u></b></p> <ul style="list-style-type: none"> <li>a. Present an organizational plan to conduct outreach and community engagement and establish partnerships.</li> <li>b. Show ability to coordinate with other agencies to provide</li> </ul>	<p><b>15 Points</b></p>



<p>transportation or other supportive services.</p> <p>c. Describe ability and commitment in developing and maintaining a referral system to service providers and local community partners.</p> <p>d. Demonstrate successful partnerships and active participation with Monterey / San Benito County Continuum of Care “CoC”. Describe how your organization has been compliant with Homeless Management Information System and Coordinated Entry.</p>	
<b>Total Points</b>	<b>100</b>

- 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, Deputy Director San Benito County HHSA.

- 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, Deputy Director San Benito County HHSA and Sylvia Jacquez, Program Manager.**

#### **PART FOUR - OPERATING BUDGET:**

- 4.1. **Bidder Budget Requirements:** Bidders shall submit a budget and budget narrative for the initial twelve (12) 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. Difference is surplus or deficit for current year operations. Please specify your strategy or approach to addressing budget deficits.
5. Include a narrative proposing funding opportunities you would pursue for future year budgets
6. Describe the organization’s fund development plan and planned efforts to increase the annual budget for sustainability with fund development efforts.

## **PART FIVE – GENERAL SCOPE OF WORK:**

### **5.1 General Scope of work:**

- 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
- Contractor shall adhere to all published HHSA and CSWD policies, including, but not limited to Attachment “C” Operation Guidelines.

## **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.
  - C. Attachment “D” is a sample of the San Benito County contract that will be required for final execution of agreement.
- 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; 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.

## **PART SEVEN – PROPOSAL FORMS, EXHIBITS, AND ATTACHMENTS:**

- 7.1. Form A - Notice of Intent.
- 7.2. Form B - Proposal Summary.
- 7.3. Form C - Proposal Checklist.
- 7.4. Exhibit A - Standards of Conduct.
- 7.5. Exhibit B - Lobbying Prohibitions.
- 7.6. Exhibit C - Non-Discrimination Provisions.
- 7.7. Attachment A – General Scope of Work.
- 7.8. Attachment B – Bidder Budget Format.
- 7.9. Attachment C – Operation Guidelines.
- 7.10. Attachment D – Sample San Benito County Contract.

## Form "A"

### NOTICE OF INTENT

#### Housing Opportunities Meals Empowerment (HOME) Resource Center

##### MANDATORY NOTICE OF INTENT TO SUBMIT A PROPOSAL

If you intend to submit a proposal for the Management and Operations of the (HOME) Resource Center, please complete the information below and return this form by March 22, 2023. **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 BOTH:

Enrique Arreola  
Deputy Director San Benito County HHSA  
Community Services & Workforce Development  
1161 San Felipe Road, Bldg. B  
Hollister, CA 95023  
831-637-5627-Office  
831-207-5067-Cell  
EArreola@cosb.us

Sylvia Jacquez  
Program Manager San Benito County HHSA  
Community Services & Workforce Development  
1161 San Felipe Road, Bldg. B  
Hollister, CA 95023  
831-637-5627-Office  
831-206-8323-Cell  
SJacquez@cosb.us

<b>Agency Name:</b>	Click here to enter text.	
<b>Address:</b>	Address	
	<b>Program Contact Person &amp; Title</b>	<b>Fiscal Contact Person &amp; Title</b>
<b>Contact Name:</b>	Click here to enter text.	Click here to enter text.
<b>Telephone #:</b>	Click here to enter text.	Click here to enter text.
<b>Fax Number:</b>	Click here to enter text.	Click here to enter text.
<b>E-Mail:</b>	Click here to enter text.	Click here to enter text.
<b>TYPE OF ORGANIZATION</b>		
<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 Other.		
<b>Please summarize the proposed services to be provided in response to RFP:</b>		

## Form "B"

### PROPOSAL SUMMARY

#### Housing Opportunities Meals Empowerment (HOME) Resource Center

#### PROPOSER OR LEAD AGENCY INFORMATION:

<b>Agency Name:</b>	Click here to enter text.	
<b>Address:</b>	Address	
	<b>Program Contact Person &amp; Title</b>	<b>Fiscal Contact Person &amp; Title</b>
<b>Contact Name:</b>	Click here to enter text.	Click here to enter text.
<b>Telephone #:</b>	Click here to enter text.	Click here to enter text.
<b>Fax Number:</b>	Click here to enter text.	Click here to enter text.
<b>E-Mail:</b>	Click here to enter text.	Click here to enter text.
<b>TYPE OF ORGANIZATION</b>		
<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 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.*

Click here to enter text.

Click here to enter text.

---

*Type Name of Authorized Representative*

*Title*

Click here to enter text.

---

*Signature*

*Date*

## Form "C"

### PROPOSAL CHECKLIST

#### Housing Opportunities Meals Empowerment (HOME) Resource Center

**BIDDER:** [Click here to enter text.](#)

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		<input type="checkbox"/>
SUBMITTED LETTER OF INTENT TO APPLY (COPY)		<input type="checkbox"/>
PROPOSAL SUMMARY AND NARRATIVE		<input type="checkbox"/>
PROPOSAL CHECKLIST		<input type="checkbox"/>
BIDDER ORGANIZATIONAL DOCUMENTS:		<input type="checkbox"/>
	1) ARTICLES OF INCORPORATION	
	2) TAX EXEMPT LETTER	<input type="checkbox"/>
	3) BOARD ROSTER	<input type="checkbox"/>
	4) ORGANIZATIONAL AUDIT AND FINDINGS	<input type="checkbox"/>
	5) CERTIFICATE OF GOOD STANDING – SEC. OF STATE	<input type="checkbox"/>
	6) BIDDER STATEMENT THAT IT IS AUTHORIZED TO SUBMIT BID AND ENTER INTO A CONTRACT IF SELECTED AND RECEIVES AWARD FROM COUNTY.	<input type="checkbox"/>
	7) LETTERS OF SUPPORT	<input type="checkbox"/>
	8) CERTIFICATES OF INSURANCE	<input type="checkbox"/>
EXHIBITS:		<input type="checkbox"/>
	8.8.2 STANDARDS OF CONDUCT	<input type="checkbox"/>
	8.8.3 LOBBYING	<input type="checkbox"/>
	8.8.4 NON – DISCRIMINATION	<input type="checkbox"/>
ATTACHMENT "A" – GENERAL SCOPE OF WORK		<input type="checkbox"/>
ATTACHMENT "B" – BUDGET AND BUDGET NARRATIVE		<input type="checkbox"/>
ATTACHMENT "C" – OPERATION GUIDELINES		<input type="checkbox"/>
ATTACHMENT "D" – SAMPLE SAN BENITO COUNTY CONTRACT		<input type="checkbox"/>

## Exhibit “A”

### STANDARDS OF CONDUCT

#### Housing Opportunities Meals Empowerment (HOME) Resource Center

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.

<b>NAME OF ORGANIZATIONAL APPLICANT OR BIDDER</b>	Click here to enter text.
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Click here to enter text.

Click here to enter text.

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*Type Name of Authorized Representative*

*Title*

Click here to enter text.

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*Signature*

*Date*

Click here to enter text.

Click here to enter text.

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*Type Name of Authorized Representative*

*Title*

Click here to enter text.

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*Signature*

*Date*

## Exhibit “B”

### LOBBYING PROHIBITIONS

#### Housing Opportunities Meals Empowerment (HOME) Resource Center

##### 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.

<b>NAME OF ORGANIZATIONAL APPLICANT OR BIDDER</b>	Click here to enter text.
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Click here to enter text.

Click here to enter text.

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*Type Name of Authorized Representative*

*Title*

Click here to enter text.

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*Signature*

*Date*

**Exhibit “C”**

**NON-DISCRIMINATION ASSURANCE**

**Housing Opportunities Meals Empowerment (HOME) Resource Center**

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.

<b>NAME OF ORGANIZATIONAL APPLICANT OR BIDDER</b>	Click here to enter text.
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Click here to enter text.

Click here to enter text.

---

*Type Name of Authorized Representative*

*Title*

Click here to enter text.

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*Signature*

*Date*

## Attachment “A”

### GENERAL SCOPE OF WORK

#### Housing Opportunities Meals Empowerment (HOME) Resource Center

San Benito County Health and Human Services Agency (HHSA)

Community Services and Workforce Development Division (CSWD)

Enrique Arreola, Deputy Director San Benito County HHSA

**Purpose of Scope of Work:** To set forth responsibilities for Operator of (HOME) Resource Center.

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The description below outlines the key program elements and services the selected Contractor and Grantee will provide. Contractors and Grantees should use this description when designing their proposed programs. However, Contractors and Grantees may suggest modifications and/or additions that will, in their estimation, make the project more feasible or effective. Contractors and Grantees may also propose that they will subcontract one or more elements of their project to other Contractors and Grantees, provided that those partners have been identified and described in this submission.

Grantees shall provide the following services for all properties and served populations, unless otherwise specified below.

#### I. SUPPORT SERVICES:

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 Housing Opportunities Meals Empowerment (HOME) Resource Center 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. INTAKE AND ADMISSION PROCEDURES:

1. **Operation Schedule:** OPERATOR shall provide shelter services to include having its doors open to prospective clients from 5:00 p.m. until 8:00 a.m., seven days a week during the months of May through October and having its doors open 24 hours a day, seven days a week during the months of November through April.
2. **Eligible Participants:** OPERATOR shall provide services to 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.

3. **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.
4. **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. The operator shall have discretion to allow participants to remain for up to an additional 90 days; however, it is expected that participants will depart from the shelter after this additional period of time to allow other homeless persons the opportunity to receive services at the shelter.
5. **Summary of Shelter Operator Admission Policies:** The general intent of the Shelter Admission Guidelines shall be to admit adult persons who are homeless. 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.

San Benito County has adopted the Housing First practices for client admissions operations. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction. A harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses. All clients will have a Social Worker/Case Manager assigned to provide the one-to-one support and counseling attention needed.

6. **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://chsp.org/coordinated-entry/>.

7. **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 the (HOME) 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.
8. **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.
9. **Create a Fund Development Plan:** As part of this requirement, operator shall be responsible for working with the County and outside sources to ensure 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 “at their own expense” can use a grant writer or fund development individual to search for, assess and seek new funding for program sustainability purposes.
10. **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.
11. **Operator Relationship with C.o.C.:** Operator shall be responsible for maintaining a professional relationship with the Monterey-San Benito Regional Continuum of Care partners and the Coalition of Homeless Service Providers in regards to participating in pertinent committee work and communication with on-going policy and program developments in the homeless service field.

12. **Medication Policy:** The Shelter Operator shall be responsible for developing an operating and management policy regarding medications used by shelter occupants.
13. **Drug, Alcohol and Controlled Substances Policy and Practices:** San Benito County has adopted the Housing First practices for client admissions operations. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction. A harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses. All clients will have a Social Worker/Case Manager assigned to provide the one-to-one support and counseling attention needed.
14. **Regarding Sex Offenders Policy:** 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 screened 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.
15. **Pet and Service Animal Policies:** The Shelter operator will maintain a policy for management of pets and service animals.

## **II. PROPERTY MANAGEMENT:**

- 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. 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 (HOME) 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.

The shelter is expected to have its doors open to prospective clients from 5:00 p.m. until 8:00 a.m., seven days a week during the months of May through October and open 24 hours a day, seven days a week during the months of November through April.

## **III. OUTREACH AND SERVICE COORDINATION:**

- A. **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 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.

#### IV. **CONTRACT:**

- A. **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.
- B. **Grievance**: The operator shall post in a visible area and make available to all participants in writing and verbally the organization’s grievance process to allow participants the opportunity to file complaints regarding any concerns they may have with the shelter staff, rules, or shelter operations. This will assure that all participants experiencing concerns with the program may seek a resolution in an equitable and fair process.
- C. **Policies**: The OPERATOR shall provide the county all applicable policies and procedures for the operations of the shelter by July 30, 2023.



## Attachment "B"

### BIDDER BUDGET FORMAT

#### Housing Opportunities Meals Empowerment (HOME) Resource Center

Note: Include a Project Budget for each program year proposed.

**Applicant:** \_\_\_\_\_

**Program Title/Name:** \_\_\_\_\_

<b>Proposed Program Expenses</b>	<b>FY 2023/24</b>	<b>FY 2024/25</b>
Personnel Expenses		
Salaries		
Benefits		
Payroll Taxes		
<b>TOTAL PERSONNEL EXPENSES</b>		
Operating Expenses		
Insurance		
Rent		
Utilities		
Phone		
Postage		
Office Supplies		
Travel		
Staff Development/Training		
Maintenance/Repair		
Books/Publications		
Printing/Publishing		
Sub-contractors (specify as needed)		
Other (specify as needed)		
Programs (specify as needed)		
<b>TOTAL OPERATING EXPENSE</b>		
Assets (please specify):		
Computer Hardware/Software		
Transportation		
Furniture		
Rentals		
Other (Specify)		
<b>TOTAL EXPENSES</b>		

\_\_\_\_\_  
Print Preparer Name & Title

\_\_\_\_\_  
Signature & Date

**Attachment “C”**

**OPERATION GUIDELINES**

**Housing Opportunities Meals Empowerment (HOME) Resource Center**



**WORK OPERATION GUIDELINES**

**H.O.M.E Resource Center**

**1161 SAN FELIPE ROAD, BLDG. A**

**HOLLISTER, CA 95023**

**San Benito County Health and Human Services (HHSA)**

**Community Services Workforce Development (CSWD)**

In addition to the Attachment “A” General Scope of Work, the Operator shall adhere to the following operating guidelines:

- 1. 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 participants and staff, the shelter cannot accept persons who are belligerent, refuses to follow the rules and who poses a direct harm to other participants and staff. Those with a history of severe criminal acts or violent offense(s) will not be accepted including those who are registered sex offenders. Persons who have obvious or a history of physical or mental health needs beyond the scope of our services will not be accepted. Residents must be able to live independently and adhere to shelter rules. We do not accept minors.
- 2. Intake Process:** Front Desk Coverage shall be provided when the shelter is open. The operator shall follow the following 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 at least one form of identification; including a photo ID. Alternative ID forms will be subject to the discretion of staff.
  - d. Applicants admitted to the shelter shall sign a document acknowledging that they understand and accept the rules and regulations for occupancy.
- 3. Operator Coordinated Entry and Enrollment Responsibilities:** When necessary, Operator shall use the coordinated entry procedure adopted by the local Continuum of Care (CoC) which is available using the following electronic link:  
[CARS-Policies-and-Procedures-FY22-23\\_LCAproved10.26.22.pdf \(chsp.org\)](https://chsp.org/wp-content/uploads/2022/12/CARS-Policies-and-Procedures-FY22-23_LCAproved10.26.22.pdf) or  
[https://chsp.org/wp-content/uploads/2022/12/CARS-Policies-and-Procedures-FY22-23\\_LCAproved10.26.22.pdf](https://chsp.org/wp-content/uploads/2022/12/CARS-Policies-and-Procedures-FY22-23_LCAproved10.26.22.pdf)
- 4. 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.  
The operator shall have discretion to allow participants to remain for up to an additional 90 days; however, it is expected that participants will depart from the shelter after this additional period of time to allow other homeless persons the opportunity to receive services at the shelter.

- 5. Use of Funds:** All Program funds from any federal, state, or local source, shall be used exclusively for operations and support services as connected to the Program. The Operator shall furnish the County the annual operating budget by the end of October each year that will not exceed the total contract amount.
- 6. Fund Development Plan:** The Operator is to submit to the County its annual fund development plan by July 30, 2023. This submission shall include all needed supportive services such as case management, housing navigation, advocacy, etc.
- 7. HMIS Data:** Operator must maintain an accurate and complete HMIS data system for all participants 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 participant data, the generation of all mandated monthly and close-out reports. Operator must input the collected data no more than 5 days after admission and no more than 5 days upon exit from the shelter. In addition, the operator shall provide the County, the annual CAPER Report from HMIS by July 30 of each year.
- 8. VI-SPDAT:** The Operator must complete for all participants 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 tool designed to assess the needs of all participants and helping communities end homelessness in a quick, strategic fashion.
- 9. Relationships/Partnerships:** It is critical to the success of the (HOME) Resource Center that the OPERATOR builds supportive relationships with local agencies, law enforcement and the community in order address community concerns.
- 10. Outreach:** The OPERATOR will participate in outreach activities in partnership with the County, law enforcement, Behavioral Health, and community-based organizations as needed. Outreach activities will be coordinated as needed to designated areas of the County. A staff member will be made available for outreach activities. In addition, the operator will conduct targeted outreach activities directly to homeless individuals and to other local service organizations when there is a need to increase the daily average attendance.
- 11. Client Satisfaction Surveys:** It is the goal that the OPERATOR will provide exceptional customer service to all participants and that participants are satisfied with the services being provided. The OPERATOR shall furnish a client satisfaction survey to all participants (on-line and paper) at least twice per year in early July and early January. A copy of the survey results will be provided to the County at least 30 days after the survey is administered.

- 12. Safe and Sanitary Conditions:** Assure that facilities related to bathroom sink, toilet, showers, floors, sleeping dorms, dining room, and kitchen facilities are maintained in a sanitary, pathogenic free state at all times and that the beds are disinfected when they are assigned to a new shelter guest. Hot water, clean towels, clean sheets, blankets, and hygiene necessities must be provided.
- 13. 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. Shelter must avoid overcrowding.
- 14. Sleeping Conditions:** The County 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 participant 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.
- 15. 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 participants.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. Meals:** Admitted shelter occupants will be provided a continental style breakfast, lunch, and a hot evening meal on a daily basis, including disposable eating utensils provided by the operator.
- 20. Security:** Trained professional security personnel in uniform 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.
- 21. 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, courtyards, in front of the building, the storage shed areas, and in the parking lots and securing all program equipment in locked storage bins provided for this purpose.

- 22. 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.
- 23. Inventory Log:** Operator shall maintain and conduct an inventory log of goods, supplies and fixtures on a monthly basis in order to account for loss or theft of such items.
- 24. Services/Activities:** Provide services and activities to the homeless participants and offer personal care necessities and referrals as needed. Take appropriate action for medical or health related emergencies.
- 25. Holistic Service Approach:** The Shelter Operator shall operate the Shelter Facility in recognition that the participants need more than just a space to spend the night. The operator shall adopt a holistic 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 considers other social and human services that are available to the shelter participants. 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 participant.
- 26. Safety Plan:** The OPERATOR shall provide the County by July 30, 2023, the organization's safety plan for the operations of the shelter and include fire drills at minimum twice per year during the day and evening.
- 27. Medication:** The Shelter Operator shall have an operating and management policy regarding medications used by shelter participants. This policy shall provide for assisting shelter participants 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.
- 28. Drug, Alcohol, and Controlled Substances:** San Benito County has adopted the Housing First practices for client admissions operations. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction. A harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication

regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses. All clients will have a Social Worker/Case Manager assigned to provide the one-to-one support and counseling attention needed.

- 29. Regarding Sex Offenders:** Staff and volunteers will be trained on an annual basis in sex abuse definition, sex offender policies, child abuse and vulnerable adult abuse. The shelter operator will follow federal law requirements in reporting sex offenders. All participants 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. Detailed records will be kept for 7 years on all employees passed certification standards as required by law.
- 30. Grievance Policy:** The operator shall furnish a written grievance policy to the County by July 31, 2023. A formal grievance policy will allow shelter guests the opportunity to file a complaint on general operations, about a staff member, and reporting incidents with the goal to resolve their concerns timely and in accordance with the policy for the betterment of overall operations and improved services.
- 31. 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, if 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. Pets will not be allowed to stay indoors.

**Attachment “D”**

**SAMPLE SAN BENITO COUNTY CONTRACT**

**Housing Opportunities Meals Empowerment (HOME) Resource Center**



## C O N T R A C T

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: \_\_\_\_\_
- (b) Professional liability insurance: \_\_\_\_\_
- (c) Comprehensive motor vehicle liability insurance: \_\_\_\_\_

**6. Termination.**

The number of days of advance written notice required for termination of this contract is \_\_\_\_\_.

**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: \_\_\_\_\_

Hollister, California 95023

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Contract Administrator for CONTRACTOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**SIGNATURES**

APPROVED BY COUNTY:

\_\_\_\_\_

Name: \_\_\_\_\_

Chair, San Benito County Board of Supervisors

Date: \_\_\_\_\_

APPROVED BY CONTRACTOR:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

Barbara Thompson, San Benito County Counsel

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**Scope of Services**

{Insert 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)

**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. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

#### **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 the execution of this contract. For purposes of this paragraph, obligations arising prior to 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 shall give CONTRACTOR notice of the amount of any off-set and the reason for the deduction.

**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.**