

LEASE

The COUNTY OF SAN BENITO, as landlord, ("COUNTY"), and Community Homeless Solutions 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 April 21, 2020, and end on April 20, 2021, 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 successive one (1) year terms 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 C and by the special terms and

conditions specified in Attachment D. Attachments C and D 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:

<u>Lease Administrator for COUNTY:</u>	<u>Lease Administrator for TENANT:</u>
Name: <u>Enrique Arreola</u>	Name: <u>Reyes Bonilla</u>
Title: <u>Deputy Director</u>	Title: <u>Executive Director</u>
<u>County Health & Human</u>	
<u>Services Agency, CSWD</u>	
Address: <u>1111 San Felipe Road, #108</u>	Address: <u>PO BOX 1340</u>
<u>Hollister, CA 95023</u>	<u>Marina, CA 93933</u>
Phone No.: <u>(831) 634-4918</u>	Phone No.: <u>831-384-3388</u>
Fax No.: <u>(831) 637-0996</u>	Fax No.: <u>831-384-1308</u>

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



Jaime De La Cruz, Chair

Date: 5-5-20

TENANT: Community Homeless Solutions



Name: Reyes Bonilla

Title: Executive Director

Date: 3-16-2020

APPROVED AS TO LEGAL FORM:

Irma Valencia, Deputy County Counsel

By: 

Date: 3-30-2020

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 undertaken 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 a first come first serve model 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 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 or 180 days over the period of one year 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 consecutive period or 180 days over the period of one year 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. ^{SEP} 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. ^{SEP} 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 on a first come first serve basis 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. ¹¹Shelters 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 1:00 p.m. the following day. Cleaning includes cleaning and disinfecting all areas of the shelter including the kitchen, restrooms, showers, bed mattresses, dining tables, floors, lobby furniture and counters and other areas; organizing mats and stacking towels and blankets for laundry pick-up; 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:** ~~SEP~~ 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 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.
- 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.