

CONTRACT AMENDMENT

Contract No.: HHS000116A

Begins: July 1, 2020

Administering Agency: Health and Human Services

Ends: April 30, 2024**2022**

Description: First amendment to this contract between The Gathering Inn, a nonprofit corporation, hereinafter referred to as "CONTRACTOR" and the County of Placer, hereinafter referred to as "COUNTY," to increase compensation by \$1,041,014 for a revised total of \$2,248,563 and to extend the term of the contract to April 30, 2022. These changes are reflected in Exhibit **A-1** Scope of Services and Exhibit B-1 will be replaced in its entirety by Exhibit **B-1**

WHEREAS, COUNTY wishes to contract for shelter services, and

WHEREAS, CONTRACTOR issued a Request for Proposals (RFP) #10691 in 2018 to select a contractor to provide emergency housing and supportive services and awarded a contract for services through the Placer County board of Supervisors to CONTRACTOR on June 5, 2018 in response to the CONTRACTOR'S submitted proposal, and

WHEREAS, CONTRACTOR is an emergency housing and service provider, and has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, CONTRACTOR agrees to provide additional services requested by COUNTY, and

WHEREAS, COUNTY wishes to extend the term of the contract and it is necessary to increase compensation commensurate with the extended term, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties **effective July 1, 2020, the following amendment is made to the original contract, additions are shown in bold italics, deletions are shown in strike-through. Exhibit B is replaced by Exhibit B-1 respectively in its entirety:**

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with emergency housing and supportive services, as set forth in Exhibit **AA-1**, titled Scope of Services, attached hereto and incorporated herein by this reference
3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in **Exhibit BB-1, titled Payment Provisions**. The payment specified in Exhibit **BB-1** shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **ONE MILLION TWO HUNDRED SEVEN THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS (\$1,207,549) TWO MILLION TWO HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS (\$2,248,563)** per year. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
5. **INVOICES:**
 - 5.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 days of the close of each calendar month with the exception of June billing. For all CEC/Cash Claim contracts, invoices for actual services provided between June 1st and June 15th shall be received by COUNTY by 5pm June 20th, and invoices for actual services provided between June 16th and June 30th shall be received by COUNTY by 5pm July 15th. For all other contracts, invoices for

services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit ~~BB-1~~, titled Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30-day timeline. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30-day timeline.

- 5.2. Invoices for payment shall be submitted to the following address, shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR'S letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless it is legally permissible and there is a necessary business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted:

Placer County HHS Fiscal
Attn: Accounts Payable
3091 County Center Drive, Suite 290
Auburn, CA 95603
Email: HHS Payables@placer.ca.gov

- 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit **AA-1**, Exhibit **BB-1**, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CONTRACTOR identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.

22. **CONTRACT ADMINISTRATOR:**

- 22.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement
- 22.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services, notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.
- 22.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

~~Kathie Denton~~ **Jamie Gallagher, Work Out of Class Program
Manager**
Placer County Adult System of Care
11512 B Avenue
Auburn, CA 95603

31. SIGNATURES: *This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Parties.*

// Signatures on the following page

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

THE GATHERING INN, INC. ("CONTRACTOR")*

COUNTY OF PLACER ("COUNTY")

_____ Signature
_____ Print Name
<input type="checkbox"/> Chair of the Board, <input type="checkbox"/> President, or <input type="checkbox"/> Vice President
Date: _____

_____ Robert L. Oldham, Director, Department of Health & Human Services
Date: _____

_____ Signature
_____ Print Name
<input type="checkbox"/> Secretary, <input type="checkbox"/> Asst. Secretary, <input type="checkbox"/> Chief Financial Officer, or <input type="checkbox"/> Asst. Treasurer
Date: _____

Approved as to Form Office of Placer County Counsel
_____ Date: _____

With the exception of Exhibit A-1 and Exhibit B-1, exhibits are not attached. Please reference original agreement to view the exhibits that have not changed.

EXHIBITS:

- Exhibit **AA-1** – Scope of Services
- Exhibit **BB-1** – Payment Provisions

*Agreement must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

SCOPE OF SERVICES

County and Contractor **CONTRACTOR** agree and acknowledge as follows:

Description of Shelter Services

Contractor will operate a Shelter Program to provide emergency housing and supportive Services for 100 homeless adults. Contractor shall provide a support system of multiple resources and specialized services coordinated to assist guests in obtaining and maintaining stable housing and self-sufficiency.

- Eligible guests are homeless adults, over the age of 18, who have documented ties in Placer County. Contractor will follow agreed upon documented ties policy outlined below and track all turn-aways of those not meeting criteria.
 - Individual must reside in Placer County for a minimum of 15 days to establish residency
 - Individuals must provide verification of residency with one of the following methods: picture I.D. with Placer County address; proof of mail service in Placer County; entitlements received in Placer County (food stamps, SSI, Unemployment Benefits, General Relief etc.); receiving medical or Mental Health Care in Placer County, ASOC or other provider; recent utility bill in Placer County.
- Contractor will participate in the Homeless Management Information System (HMIS) and Coordinated Entry, a centralized service people experiencing homelessness access to have to obtain a referral to Emergency Housing and/or be placed a centralized housing list accessed by participating Placer County providers. All new guests entering the program must have a referral from Coordinated Entry that is valid within the past 30 days and present in person at the shelter for intake and verified eligibility. In addition to ensuring all guests meet program eligibility requirements, the Contractor will utilize the Vulnerability Index, a standardized assessment tool utilized by the Homeless Resource Council of the Sierras, to ensure the most vulnerable are served. When shelter is at capacity, eligible individuals will be placed on a waitlist which Contractor shall maintain.
- The Contractor will have a minimum of three paid staff on site, at the shelter, at all times. The paid staff will have the responsibility for intake, assessment, data collection, life safety monitoring, crisis intervention, and daily shift/activity logs.
- Contractor will additionally retain a Lead Program Manager who will have the responsibility of overseeing intake, assessment, data collection, life safety monitoring, crisis intervention, and daily shift/ activity logs.
- Services will include a 24 hour/day, 7 days per week program that provides a support system of specialized case management services to connect clients to resources and help resolve homelessness.
- In addition to emergency shelter, case-management and information and referral services, the program will include:
 - Three meals per day. Any prepared food will be handled, served and stored under sanitary conditions that meet required health standards, including all environmental health laws and regulations regarding preparation and service.
 - Laundry services. Sanitary procedures will be established and maintained for washing clothes and maintaining shelter facilities.

- Blankets, sleeping bags, and linens to guests as needed, maintained clean and free of parasitic infestations.
- Cots or beds, clean and well maintained.
- Restrooms and showers during operating hours. At a minimum, hot water, clean towels, soap and shampoo must be provided for daily showers. Contractor will provide other hygiene necessities, e.g., toothbrushes, feminine hygiene products.
- Contractor must develop an individualized assessment and referral plan for each client. Such plan must include a comprehensive needs assessment. This assessment will then be used to triage and subsequently appropriately case manage, refer and connect clients to various programs across the entire spectrum of care in our community. This desired model will require knowledge of all programs serving homeless individuals, as well as close, collaborative relationships with the provider community. It is desired that the services listed below are coordinated through case management:
 - Permanent housing
 - Primary health services
 - Mental health services
 - Alcohol and substance abuse treatment
 - Mainstream benefits programs
 - Veterans' services
 - Employment services
 - Probation and Parole services
 - Collaborative Courts
- Contractor shall have written case management procedures and forms that include the following:
 - A comprehensive needs assessment. The goal of a comprehensive assessment is to determine the client's medical, physical, mental, psychosocial, and emotional health; substance use, domestic violence, education, and employment history; housing readiness; and legal and financial circumstances; and strengths and needs.
 - Referral procedures. Contractors shall establish referral and follow-up procedures to confirm all referrals made to other services. Documentation of referrals made and referral confirmation must be maintained in client files.
 - Mainstream benefits. Contractors shall establish procedures for screening participants at program entry and intake for eligibility for mainstream benefits, particularly relative to Supplemental Security Income (SSI) and/or Social Security Disability Insurance (SSDI), and must assist participants in applying for mainstream benefits for which they are eligible.
 - Employment Development/Placement Programs. Contractors shall establish and maintain effective working relationships with employment programs and shall assist clients in participating in services to prepare for and obtain housing.
 - Progress notes. Contractor shall implement a process for follow-up contacts for six (6) months (e.g., phone calls, office visits, etc.) with those clients that have achieved successful housing placement goals, and adequately document the follow-up contacts in the client files.
- Responding appropriately to emergencies, Contractor shall call 911 when appropriate and report all emergency incidents to the designated Placer County Health and Human Services (HHS) Contract Administrator immediately. Additionally, the Contractor will provide a hard copy, Incident Report and will include any other supporting documentation.

- Guests will not be allowed to enter and exit the shelter after curfew without prior approval. Shift Monitors will keep record of those guests who present a pattern of such behavior. A list of individuals will be developed to ensure that anyone who has been deemed inappropriate for services will not be allowed entry. The list will be kept and available for law enforcement staff and HHS staff to review.
- After hours entry will only be available to ASOC personnel who may bring an individual to the shelter for services if bed space allows.
- Contractor must maintain a visitor log requiring all visitors to sign in and out when entering and exiting the Building.
- ~~TGI~~ **Contractor** will maintain full compliance with all terms outlined in the operative Site Access Agreement it has with the County.

CONTRACTOR ACKNOWLEDGES:

The parties agree that the intent of this Agreement is for Contractor to provide shelter services 24 hours a day, 7 days a week for up to one hundred (100) adults.

1. Contractor shall provide all services consistent with the Conditional Use Permit (CUP), Exhibit F entitled Conditional Use Permit (CUP).
2. Contractor agrees to participate in community meetings as requested by the County.
3. Contractor shall provide at least one (1) management level representative to attend shelter stakeholder meetings as requested by the County.
4. Contractor must participate in the Homeless Resource Council of the Sierras and identify one staff member to act as HMIS liaison.
5. Contractor will post, and at entry to the program will provide to each guest, a copy of rules of conduct and consequences for violations. TGI grievance policy will be posted for guests to view.
6. Contractor may develop and operate kennel space acceptable to Placer County Animal Services adjacent to the County Building. In accordance with state and federal law, the keeping of a companion or service animal, (defined by state law as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability) in the County Building by any person with a disability will be permitted. Contractor may also allow other animals in the County Building, unless such animal(s) would pose a threat to the health or safety of others or cause damage to the County Building or other property.
7. County retains the right to enter the Premises and other portions of the County Building at any time.
8. No alcohol, weapons, or illegal drugs are permitted in the County Building, with the exception of law enforcement which are lawfully entitled to carry weapons as part of their duties. Contractor will provide a secured cabinet in which to safely secure any guest property deemed to be questionable as a potential weapon. Each guest, upon entry, will be questioned as to whether they are in possession of any of these prohibited items. Those guests will have an opportunity to secure or dispose of said contraband prior to entry into the facility. Additionally, a visual assessment of each person and possessions will be done by Shift Monitors to ensure compliance. Any subsequent violation of said rules will result in eviction and placement on the list identifying evicted guests.
9. Contractor shall allow law enforcement access to the facility, guest list, and any other non-confidential information at all times.
10. Only on-site medical services that are consistent with the CUP are permitted within or around the County Building.

11. Contractor and Contractor's officers, agents, and employees shall observe all security regulations/instructions issued by County or any security procedures of County.
12. Contactor will perform 4 interior security checks every hour 24 hours/day, 7 days per week and 1 perimeter security check every hour during daylight hours, 7 days per week. Contractor will ensure that no loitering shall be permitted in or around the Shelter.
13. Contractor and its operator shall comply with California State Penal Code provisions regarding sex offenders. Any individual presenting as a State Registrant Penal Code "290" status will be prohibited from entering the facility Contractor shall inquire as to this status with each guest and agrees to verify guest's 290 status prior to entering the facility. Verification will be done using information available through the Megan's Law database and other law enforcement data identifying such Registrants. Contractor agrees to cooperate with law enforcement and staff should a Registrant in the program be identified.
14. Contractor will alcohol and drug test all new residents prior to entry. If the guest exits the program after testing, they will not be allowed back in without program permission and a re-test. Testing will occur for guests who are suspected of drug or alcohol use in addition to routine random testing. All guests will be breathalyzed upon each re-entry into the Building. Guest bags will be checked, and no open containers will be allowed. A clear written policy regarding drug testing and consequences will be posted and on-file with the HHS Contract Administrator. Contractor will provide drug abuse identification training to all staff.
15. Contractor shall provide sufficient staffing to provide the services set forth in this Services Agreement. Contractor agrees to have staff on site at all times that is trained in Basic First Aid and CPR, Mental Health First Aid & Screening, and drug and alcohol recognition training. All staff must be trained within the first year of hire.
16. Contractor warrants that it is knowledgeable of and in compliance with California Government Code Section 8350 et seq. regarding a drug free workplace.
17. HHS Contract Administrator serves as a contact for concerns regarding administration and compliance with this Services Agreement. HHS Contract Administrator shall also interface with the community regarding their concerns related to the administration of this agreement. Contractor shall coordinate in good faith with HHS Contract Administrator to provide information necessary for HHS Contract Administrator to perform these functions.
18. Contractor will notify HHS Contract Administrator of any complaints from the public or guests within 24 hours and follow up in writing within 48 hours. Contractor will provide a written critical incident report to the HHS Contract Administrator within 48 hours of any incident involving law enforcement, fire or paramedic response, violence, major theft, and on-site drug or alcohol use.
19. Contractor will perform monthly evacuation drills with documentation available to HHS Contract Administrator upon request.
20. Contractor will ensure the health and safety of guests and staff by having a no violence policy. Acts of violence are grounds for immediate expulsion and condition of return to the program is a case conference and safety evaluation of the staff and residents.
- 21. Contractor will provide accommodations in response to Public Health emergencies, including adequate space to isolate those exposed or infected with transmittable diseases, and engagement in Public Health regulatory measures.**

Contractor will provide all proposed policies and procedures related to shelter operations to County for approval prior to assuming shelter operations on July 1, 2018. Thereafter, Contractor will submit any significant changes for approval prior to implementation to the HHS Contract Administrator.

PAYMENT PROVISIONS

Summary cost reporting documentation must be submitted with invoices and all back up documentation retained for seven years.

This is a cost reimbursement contract. CONTRACTOR will be reimbursed based on its actual cost, in accordance with the Budget below, and subject to other limitations and specifics contained in this Agreement and at law. Payments will not be made by COUNTY on an invoice unless that month's data has been submitted by CONTRACTOR and approved by COUNTY. The expectation is that monthly invoices will be within 15% of \$96,462 and shall not exceed \$2,248,563. This budget is subject to modification with approval of the County Contract Administrator and the Revenue and Budget Program Manager, not to exceed the total payment indicated in Section 3 of the main Agreement and limited to moving identified funding amounts between lines.

**Auburn Emergency Housing and Supportive Service Budget
July 2020 - June 2021**

	Description	Annual Cost
Program Director	Full-time, exempt employee Duties will include: Supervision of all Program Staff; oversight of program reporting; community relations	\$ 75,000
Case Managers	4 Full-time, non-exempt employees \$20/hr. (M-F 8 am - 5 pm) Duties will include: Case Management services (i.e., intake, assessment, service plan, case coordination with providers, linkage to resources, HMIS entry, service plan monitoring and following) for a case load of approx. 33 guests for 3 CM; 1 CM will be responsible for follow up with guests up to 1 year after exiting program	\$ 174,720
Administrative Assistant/Meal Coordinator	1 Full-time, non-exempt employee \$19.50/hr. (M-F 8 am - 5 pm) Duties will include: answering phones; directing visitors; admin. duties; coordinating in-kind meal donations & food preparation	\$ 41,206
Lead Monitor	1 Full-time, non-exempt employee \$15.50/hr. (M-F 8 am - 4:30 pm) Duties will include: Supervision of guests; assistance with guest needs; monitor scheduling & oversight	\$ 36,446
Monitors	Non-exempt employees - \$14/hr./3 employees per 8-hour shift/3 employees on duty 24 hours per day, 7 days per week, 365 days per year. Amount also includes contingency amount for covering missed shifts, vacation time, etc. Duties will include: Supervision of guests; assistance with guest needs	\$ 384,000
Employer Payroll Tax	Social security, Medicare, SUI, FUTA	\$ 63,500

Medical Benefits	Employer's share of medical benefits for full-time staff based on current medical plans available & estimated 1/3 of full-time employees opting in for coverage	\$ 6,500
Background Checks	Live scan & background check costs for all employees	\$ 500
Employee Training	Required employee training (Sexual Harassment, CPR, First Aid, etc.)	\$ 3,500
Payroll Service Fee	Outside payroll service fee	\$ 3,700
Workers Compensation Insurance	Based on current workers comp rates provided by current insurance broker	\$ 32,000
Property & Liability Insurance		\$ 7,500
Drug & Alcohol Testing Supplies	Testing supplies for guests & employees - provides for approx. 270 drug tests per month & up to 100 alcohol tests per day	\$ 12,000
Mileage Expense	Cost of transporting guests to job interviews, health appointments, etc. and mileage costs between 2 shelter locations.	\$ 5,500
Program Supplies	Estimated cost of paper products, life skills class supplies, sobriety program supplies, etc.	\$ 28,500
Meals	Breakfasts, Lunches & Dinners not provided by in-kind providers - only on as-needed basis	\$ 25,000
Office Supplies	Consumable office supplies (i.e., pens, paper, file folders, printer ink, etc.)	\$ 5,500
HMIS Licenses	5 annual licenses for Program Director & 4 Case Managers	\$ 4,750
Facility Maintenance	Internal maintenance costs based on annual maintenance costs at Roseville campus location	\$ 25,000
Utilities	PG & E, Recology, Telephone	\$ 65,000
Utilities	Placer County Government Site Charges (Water, Sewer, Grounds)	\$ 58,800
Subtotal		\$ 1,058,622
Administration of contract	Calculated direct costs for infrastructure	\$ 148,927
TOTAL		\$ 1,207,549

**Auburn Emergency Housing and Supportive Service Budget
July 2021 - April 2022**

	Description	Annual Cost
Program Director	Full-time, exempt employee Duties will include: Supervision of all Program Staff; oversight of program reporting; community relations	\$ 63,686
Case Managers	4 Full-time, non-exempt employees \$21/hr. (M-F 8 am - 5 pm) Duties will include: Case Management services (i.e., intake, assessment, service plan, case coordination with providers, linkage to resources, HMIS entry, service plan monitoring and following) for a case load of approx. 33 guests for 3 CM; 1 CM will be responsible for follow up with guests up to 1 year after exiting program	\$ 151,833
Administrative Assistant/Meal Coordinator	1 Full-time, non-exempt employee \$19.50/hr. (M-F 8 am - 5 pm) Duties will include: answering phones; directing visitors; admin. duties; coordinating in-kind meal donations & food preparation	\$ 35,433
Lead Monitor	1 Full-time, non-exempt employee \$15.50/hr. (M-F 8 am - 4:30 pm) Duties will include: Supervision of guests; assistance with guest needs; monitor scheduling & oversight	\$ 29,693
Monitors	Non-exempt employees - \$16/hr./3 employees per 8-hour shift/3 employees on duty 24 hours per day, 7 days per week, 365 days per year. Amount also includes contingency amount for covering missed shifts, vacation time, etc. Duties will include: Supervision of guests; assistance with guest needs	\$ 356,653
Employer Payroll Tax	Social security, Medicare, SUI, FUTA	\$ 50,950
Medical Benefits	Employer's share of medical benefits for full-time staff based on current medical plans available & estimated 1/3 of full-time employees opting in for coverage	\$ 4,246
Background Checks	Live scan & background check costs for all employees	\$ 425
Employee Training	Required employee training (Sexual Harassment, CPR, First Aid, etc.)	\$ 2,973
Payroll Service Fee	Outside payroll service fee	\$ 3,142
Workers Compensation Insurance	Based on current workers comp rates provided by current insurance broker	\$ 27,173
Property & Liability Insurance		\$ 6,369
Drug & Alcohol Testing Supplies	Testing supplies for guests & employees - provides for approx. 270 drug tests per month & up to 100 alcohol tests per day	\$ 10,190

Mileage Expense	Cost of transporting guests to job interviews, health appointments, etc. and mileage costs between 2 shelter locations.	\$ 3,397
Program Supplies	Estimated cost of paper products, life skills class supplies, sobriety program supplies, etc.	\$ 20,380
Meals	Breakfasts, Lunches & Dinners not provided by in-kind providers - only on as-needed basis	\$ 21,229
Office Supplies	Consumable office supplies (i.e., pens, paper, file folders, printer ink, etc.)	\$ 3,397
HMIS Licenses	5 annual licenses for Program Director & 4 Case Managers	\$ 4,750
Facility Maintenance	Internal maintenance costs based on annual maintenance costs at Roseville campus location	\$ 21,229
Utilities	PG & E, Recology, Telephone	\$ 55,196
Utilities	Placer County Government Site Charges (Water, Sewer, Grounds)	\$ 49,000
Subtotal		\$ 921,344
Administration of contract	Calculated direct costs for infrastructure	\$ 119,670
TOTAL		\$ 1,041,014

DRAFT

**SITE ACCESS AGREEMENT
PLACER COUNTY GOVERNMENT CENTER
BUILDING NO. 303 A&B
AUBURN, CALIFORNIA**

This SITE ACCESS AGREEMENT (“Site Access Agreement”) is made as of _____, by and between The Gathering Inn, a California nonprofit corporation, hereinafter referred to as (“TGI”), and the County of Placer, a political subdivision of the State of California (“COUNTY”). TGI and the COUNTY are sometimes hereinafter referred to individually as “PARTY” and collectively as the “PARTIES.”

WHEREAS, in June 2016, emergency homeless shelter operations began in Building No. 303 A&B and adjoining areas of the Placer County Government Center (PCGC), an existing minimum security jail facility vacated by the Placer County Sheriff’s Office. The shelter provided basic services for homeless individuals such as sleeping areas, food, bathroom/showers, and laundry facilities. The shelter operations were initially allowed by a Temporary Conditional Use Permit that was approved by Placer County Board of Supervisors, and

WHEREAS, the Placer County Board of Supervisors in 2017 approved a Conditional Use Permit to allow for the continued operation of an emergency homeless shelter at the subject site, and

WHEREAS, on June 5, 2018, the Placer County Board of Supervisors approved a Shelter Services Agreement between the COUNTY and TGI for shelter operations effective July 1, 2018 which expires June 30, 2021, and

WHEREAS, on June 8, 2021, the Placer County Board of Supervisors approved a new Shelter Services Agreement between the COUNTY and TGI for shelter operations effective July 1, 2021 (“County/TGI Services Agreement”), and

WHEREAS, the County/TGI Services Agreement provides for operational details, rights and responsibilities of TGI in operating a shelter at PCGC, and

WHEREAS, COUNTY, acting through the Placer County Department of Facilities Management (DFM), is willing to provide site access to the Premises described herein with the understanding the Placer County Department of Health and Human Services (HHS) is willing to provide and manage a County/TGI Services Agreement, with DFM serving as a liaison between the COUNTY and TGI for the purposes of requesting maintenance services and repairs, obtaining any consent(s) as required by this Site Access Agreement, and collecting any charges or fees for which TGI is responsible pursuant to this Site Access Agreement.

NOW THEREFORE, in consideration of mutual covenants and promises herein, COUNTY and TGI hereby enter into this Site Access Agreement on the following terms and conditions:

- 1. Premises:**
Building No. 303 A&B, Dining Area and those exterior courtyard areas located at 11442 E Avenue and 11441 F Avenue in Auburn, California in the PCGC as more particularly shown on the attached Exhibit A ("Premises"). TGI agrees to use the Premises in an "as is" condition without any representation or warranty from COUNTY as to the Premises' condition. COUNTY makes no representation, expressed or implied, as to the structural, mechanical, or operational quality or suitability of the Premises, or to the quality, dependability or quantity of utility services provided to the Premises.

During the term of this Site Access Agreement, the COUNTY may make minor revisions to the Premises to accommodate the needs of COUNTY operations, TGI's use of the Premises, or as necessary to address services pursuant to the County/TGI Services Agreement.

- 2. Term:**
TGI shall have site access to the Premises commencing July 1, 2021 through April 30, 2022 at 8:00 am. This Site Access Agreement may be extended, at COUNTY's written election, for up to two (2) additional one (1) year periods upon written notice from COUNTY to TGI delivered at least thirty (30), but not more than one hundred eighty (180), days prior to the end of any then-existing term. The PARTIES agree that the expiration date for either of the two extension periods may be less than one full year in the event that land use entitlements associated with TGI's use expire prior to the end of the extension period.

- 3. Termination:**
This Site Access Agreement provides for early termination by either PARTY at any time without cause by giving the other PARTY thirty (30) days written Notice of Termination. This Site Access Agreement shall also be subject to termination when the County/TGI Services Agreement terminates, and/or when land use entitlements associated with TGI's use expire or otherwise terminate.

- 4. Use:**
The Premises shall be used and occupied exclusively for the purposes of operating, or causing to be operated, an emergency homeless shelter for the term of this Site Access Agreement (hereinafter the "Use"). Shelter services may be provided per the terms of the separate County/TGI Services Agreement and Conditional Use Permit. TGI agrees not to use or permit the use of the Premises in such manner as to interfere with the use of the PCGC property by COUNTY agencies, departments or other occupants, or to create a nuisance thereon. TGI shall not commit or permit the commission of waste on the Premises or the PCGC.

- 5. Use of County Equipment:**
COUNTY agrees to allow TGI the use of the following COUNTY's equipment within the Premises: TGI shall be allowed to use the approximately forty-six (46) bunk beds and any associated mattresses that may be located in the Premises. COUNTY makes no representation or warranty regarding condition or suitability of the bunk beds or mattresses. TGI shall be allowed to use four (4) commercial dryers and one (1) commercial washer. TGI shall be responsible for the maintenance and repair required for the responsible operation of the laundry equipment.

6. **Rent:**
Rent will not be charged for this Site Access Agreement.

7. **Parking:**
COUNTY shall maintain exclusive control and management, at all times, of all vehicle parking areas, driveways, entrances and exits thereto and other facilities furnished by COUNTY in the PCGC. TGI may use the parking area northeast of Building No. 303 A for staff parking. COUNTY shall have the right, at any time, to establish, modify, and enforce reasonable rules and regulations for the proper operation and maintenance of the parking, common use areas, both in and around the Premises and other PCGC facilities. Overnight parking permits will be issued to TGI by HHS.

8. **Compliance with Laws and Building Services:**
TGI agrees not to use or permit the use of the Premises in any illegal manner or conduct any business in or around the Premises in violation of local, state and federal laws, rules, or regulations and/or in violation of COUNTY Code, ordinances or regulations. TGI agrees to comply with the Smoke-Free Campus Ordinance found in Placer County Code Article 8.12. TGI further agrees to keep the Premises clean and sanitary, and to dispose, or have disposed at TGI's expense, all rubbish, garbage, and other waste in a clean and sanitary manner. Proper disposal includes, but is not limited to, the use of suitably sized covered metal receptacles at locations designated by the COUNTY. TGI further agrees to use and operate properly all electrical, gas and plumbing fixtures and pipes, and to keep them clean and sanitary as necessary for their intended use. TGI shall perform janitorial services at TGI's expense.

9. **Permits and Approvals:**
TGI shall acquire all necessary and applicable permits, and agency approvals and licenses necessary to conduct TGI's Use of the Premises. TGI shall have sole responsibility for the payment of fees as required by such permits or approvals. TGI agrees to comply with all conditions of permits or licenses issued to TGI for TGI's Use of the Premises or that may be otherwise applicable to the Premises.

10. **Post-Acquisition:**
TGI agrees that, to the extent this Site Access Agreement is determined to create a leasehold interest and/or other estate in land, it is a "post-acquisition tenant" within the meaning of the California Relocation Assistance Act of 1970 ("Act") (Government Code Section 7260 et seq.) and the State Guidelines promulgated thereunder. TGI agrees and hereby waives all eligibility and rights for relocation costs as a "displaced person" as defined in the Act upon termination of this Site Access Agreement. TGI agrees and acknowledges that it has reviewed this Section 10, and the entirety of this Site Access Agreement, with legal counsel of TGI's own choosing, or has knowingly declined the opportunity to do so.

11. **Utilities and Common Area Charges:**
TGI shall pay for public utility costs in connection with the Use of the Premises including, but not limited to, electricity, natural gas, and telephone service. TGI will obtain and pay for trash disposal services.

TGI shall pay its proportionate share of the total water, sewer and common area utility and maintenance costs (hereafter "Common Area Charges") in a monthly payment to the COUNTY of Four Thousand Nine Hundred and No/100 Dollars (\$4,900.00). Payment

shall be made to the Department of Facilities Management, 11746 C Avenue, Auburn, CA 95603. The monthly proportionate share payment is subject to annual adjustment by the COUNTY based on actual costs incurred. COUNTY shall have the sole discretion to determine the apportionment of such costs between TGI and all the other common area users at the PCGC. COUNTY also reserves the right to, at any time and without prior notice, change the apportionment of such costs in order to accurately apportion the utility usage costs between all common utility source users. This charge is payable in advance on or before the first day of the month.

12. Signs:

No advertisement signage shall be permitted on the Premises. Signage necessary for the specific use of the Premises may only be placed or installed and must be entirely on the Premises. COUNTY reserves the right to remove any authorized signs without notice at TGI's expense. TGI shall not erect any signs that are offensive in nature. TGI shall be required to provide and install all signage required by the American Disabilities Act at TGI's expense.

13. Improvements, Modifications and/or Alterations:

Any improvements, modifications, and/or alterations to the Premises will require prior review and approval from COUNTY, which shall not be unreasonably delayed or withheld. TGI shall comply with all local, state, and federal laws, rules, and regulations, including, but not limited to, the acquisition of appropriate permits and agency approvals, and shall have sole responsibility for the payment of fees as required for such permits or approvals. Any improvements, modifications, and/or alterations by TGI shall be in compliance with the requirements of the Americans with Disabilities Act pursuant to Section 19.

All such improvements, modifications, and/or alterations shall be made in a professional and workmanlike manner. Licensed contractors shall perform improvements, modifications, and/or alterations, as appropriate. Vendors, contractors, and subcontractors shall carry insurance acceptable to COUNTY.

14. Repairs and Maintenance:

TGI shall maintain, service, and repair, at TGI's sole expense, all portions of the Premises, including restrooms, and any adjoining grounds or common areas designated for TGI's use. Such maintenance shall include, but is not limited to, custodial services, flooring repairs, wall repairs, windows, interior painting, door repairs, thermostats, plugged drains and toilets, maintenance of any facilities installed by TGI for its use, and all maintenance repairs caused by TGI's use of the Premises. All such repairs shall be made in a professional and workmanlike manner. Licensed contractors shall perform repairs or provide maintenance as appropriate. TGI shall be responsible for all maintenance, service and repairs to the light fixtures within the Premises, which shall include, but is not limited to, changing of light bulbs/ fluorescent tubes, ballast repairs and/or replacement and light cover replacement. TGI shall be responsible for all maintenance, service, and repairs to the plumbing fixtures within the Premises, which shall include, but is not limited to, leaky sinks, leaky faucets, leaky angle stops, malfunctioning flushometers, wax rings, tanks, and plumbing appliances, including the water heater. TGI shall be responsible for the maintenance and repair of electrical plates. COUNTY shall be responsible for maintenance of heating, ventilation, and air conditioning (HVAC) units, electrical system, hydraulic door closures, exterior door

hardware, exterior painting, roof repairs, parking lot striping and maintenance of existing fencing.

15. Locksets and Keyways:

TGI agrees and acknowledges that it has been provided a sufficient number of keys for the Premises. TGI shall not duplicate any government-provided keys for the Premises. COUNTY shall maintain the locksets on all exterior doors. TGI shall, at no time, replace such locksets or modify the keyways without the prior written consent of COUNTY. If keys are lost and TGI requests re-keying or modification to the locksets or keyways, TGI shall pay for re-keying cost and replacement key charges.

16. Fire Protection Systems:

COUNTY retains sole jurisdiction and control of any existing or future fire detection and alarm systems and/or fixed engineered fire suppression systems, including, but not limited to, sprinkler systems, and shall provide, or arrange to provide, continuous maintenance and operation of the existing systems, unless otherwise provided in writing. COUNTY assumes no responsibility, and TGI waives any claim against COUNTY, for any damage, loss, or injury, due to system failure or malfunction or failure to perform maintenance or repair or for the negligence or error of third parties responsible for their maintenance and operation. TGI shall at no time modify or cause to be modified the fire detection and alarm systems and/or fixed engineered fire suppression systems, including, but not limited to, sprinkler systems, without prior written approval from the COUNTY.

The COUNTY has provided fire extinguishers and will perform the annual inspection and maintenance of the fire extinguishers. TGI is solely responsible for the monthly inspection and record keeping of such inspections. TGI will notify COUNTY if any fire extinguishers are missing, used, or need service.

17. Insurance Coverage:

TGI shall, at its sole expense, acquire and keep in full force and effect during the entire Term of this Site Access Agreement and any extensions or renewals thereof the forms of insurance specified in Exhibit B.

18. Asbestos-Containing Materials and Lead Based Paint:

TGI agrees and acknowledges that Asbestos-Containing Materials (ACM) and Lead Based Paint may be present in building materials used to construct the Premises. TGI further agrees and acknowledges that COUNTY has performed a survey of PCGC buildings in an attempt to identify materials that may contain asbestos, and that Exhibit C, which is attached hereto and incorporated by reference, outlines the findings and cautionary statements resultant of the asbestos survey.

In case any action or proceeding is brought against TGI or COUNTY in regard to an abatement of ACM or injury or damage from ACM which is caused by TGI's use or occupancy of the Premises and/or PCGC, COUNTY reserves the right, at its sole discretion, to give TGI a thirty (30) day written Notice of Termination. TGI shall indemnify COUNTY for all damages and actual costs incurred by COUNTY including, but not limited to, staff time, expenses, attorney fees, litigation costs, or any expense sustained by COUNTY as a result of such action or proceeding.

19. Americans with Disabilities Act:

Except as may be required by the Americans with Disabilities Act ("ADA") or other applicable law, TGI may not install any permanent signage on the Premises. Any temporary signs shall be subject to the COUNTY's advance written approval, which may be withheld for any reason. TGI acknowledges that it is aware of the provisions and requirements of the ADA and is hereby notified that the Premises and PCGC may not comply with the provisions of ADA. By execution of this Site Access Agreement, TGI acknowledges and agrees that it is TGI's sole responsibility to determine the suitability of the Premises for its intended use. TGI's compliance with ADA shall apply to TGI's Use of the Premises, to any signage associated with TGI's Use of the Premises, and to any improvements, modifications and/or alterations to the Premises made by TGI. In case any claim, action or proceeding is brought against TGI or COUNTY in regard to compliance with ADA which is caused in whole or in part by TGI, TGI shall indemnify and hold the COUNTY harmless as provided for in Exhibit B herein.

20. Hazardous Materials:

TGI, its agents, employees, TGI's or invitees shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, or released into the environment or disposed of in, on, under or about the Premises, without prior written consent of COUNTY. Failure to comply with this provision shall constitute a breach of this Site Access Agreement. "Hazardous Materials" shall mean any quantity of hazardous, toxic or otherwise dangerous substances, materials, or wastes, whether solid, liquid or gas, including but not limited to asbestos in any form, urea formaldehyde, PCB's, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products or by-products, any radioactive substance, asbestos or asbestos containing materials, any infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound, or any other substance or material regulated by local, state or federal laws.

21. Damage and Destructions:

If all or a portion of the Premises is damaged by fire, earthquake, act of God, or the elements of other casualty to the extent that shelter operations cannot continue, the use authorized under this Site Access Agreement shall cease and this Site Access Agreement shall terminate upon written notice from the COUNTY. In such an event, COUNTY shall have no obligation to restore the Premises.

22. Inspections:

COUNTY shall have the right to enter and inspect the Premises or perform testing at any reasonable time during the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, without notice to TGI, and at other times as may be deemed necessary or advisable by the COUNTY at the COUNTY's discretion.

23. Surrender:

Upon expiration or termination of this Site Access Agreement, TGI agrees to remove all personal property and to surrender the Premises as existed at the commencement of the Term of this Site Access Agreement, except for reasonable wear and tear caused by the ordinary operation of TGI's Use of the Premises.

24. Default and Remedies:

TGI's failure to comply with any of the covenants, conditions or terms contained in this Site Access Agreement will constitute in TGI's default and breach of this Site Access Agreement.

25. Notices:

All notices required or authorized by this Site Access Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows:

If to COUNTY:

Attn: Property Manager
County of Placer
Department of Facilities Management
11476 C Avenue
Auburn, CA 95603
Phone: (530) 886-4900

With a copy to:

Robert Oldham, Director
Placer County Department of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603
Phone: (530) 745-3140

With a copy to:

County Counsel, Attn: Emergency Homeless Shelter
County of Placer
175 Fulweiler Avenue.
Auburn, CA 95603

If to TGI:

Keith E. Diederich, CEO
The Gathering Inn
201 Berkeley Ave.
Roseville, CA 95678
Phone: (916) 791-9355

Changes in contact person or address information shall be made by notice, in writing, to the other PARTY.

26. Assignment and Subletting:

TGI shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Site Access Agreement or any interest therein and shall not sublet the Premises or any part thereof, without the prior written consent of the COUNTY, which may be withheld for any reason.

- 27. Amendments:**
No revision or amendment to this Site Access Agreement shall be valid unless made in writing and signed by duly authorized representatives of both PARTIES.
- 28. Animals:**
Except for service animals as allowed by state and federal law, no animals, including birds, shall be kept, fed, or maintained inside the Premises. TGI may develop and operate kennel space acceptable to HHS and Placer County Animal Services in a Premises courtyard.
- 29. Emergency Information Form:**
TGI shall complete a standard County Emergency Information Form upon execution of this Site Access Agreement and shall update the information on said form as necessary. Information shall include TGI Information and Emergency Notification. TGI and TGI's officers, agents, and employees shall observe all security regulations/instructions issued by COUNTY or any security procedures of COUNTY.
- 30. Rights Not Granted:**
The PARTIES understand that this Site Access Agreement does not grant to TGI any real property interest in the Premises, or portion(s) of County Property, except as set forth herein.
- 31. Waiver:**
Any waiver of any covenant, obligation or requirement under this Site Access Agreement must be in writing and signed by both PARTIES. Waiver by either PARTY of a breach of any covenant or a waiver of any obligation of this Site Access Agreement shall not constitute a waiver of any subsequent breach or obligation of this Site Access Agreement.
- 32. Authority of Execution:**
Each person executing this Site Access Agreement on behalf of a PARTY represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which it purports to bind and, if such PARTY is a partnership, corporation, or trustee, that such partnership, corporation, or trustee has full rights and authority to enter into this Site Access Agreement and perform all of its obligations hereunder.
- 33. Authority of the Director:**
The Director of the Placer County Department of Facilities Management, or his designee, shall administer this Site Access Agreement on behalf of COUNTY. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers and duties of COUNTY hereunder. The Director shall have authority to make modifications to this Site Access Agreement as necessary to ensure consistency with the County/TGI Services Agreement or as necessary to address COUNTY operations. With respect to matters hereunder subject to the approval, satisfaction, or discretion of COUNTY or the Director, the decision of the Director in such matters shall be final.

- 34. Benefit:**
This Site Access Agreement shall be binding upon and inure to the benefit of the successors and assigns (to the extent assignment is permitted) of each of the PARTIES hereto.
- 35. Legal Jurisdiction:**
This Site Access Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Site Access Agreement, it shall be subject to interpretation under the laws of the State of California, and any legal proceedings shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. COUNTY and TGI each waive any federal court removal and/or original jurisdiction rights it may have.
- 36. Captions:**
The captions of the sections and paragraphs of this Site Access Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Site Access Agreement. All references to paragraph and section numbers refer to paragraphs and sections in this Site Access Agreement.
- 37. Defined Terms:**
COUNTY and TGI agree that all provisions in this Site Access Agreement are to be construed as terms, covenants, and conditions as though the words imparting such terms, conditions and covenants were used in each separate section or paragraph hereof.
- 38. Severability:**
The invalidity of any term or provision of this Site Access Agreement as determined by a court of competent jurisdiction shall in no way effect the validity of any other provision hereof. Each remaining term and provision of this Site Access Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 39. Force Majeure:**
Neither COUNTY nor TGI shall be required to perform any term, condition or covenant in this Site Access Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental or civil authority, riot, floods, and any other cause not reasonably within the control of COUNTY or TGI (excluding financial inability) and which by the exercise of due diligence COUNTY or TGI is unable, wholly or in part, to prevent or overcome. Once said performance is no longer delayed or prevented by force majeure, COUNTY and TGI shall be required to perform all covenants and conditions of this Site Access Agreement.
- 40. Time of Essence:**
Time is of the essence in this Site Access Agreement and in each and every provision hereof.
- 41. Exhibits:**
The exhibits listed in this Site Access Agreement are hereby incorporated herein as if set forth in full.

42. Construction and Interpretation:

It is agreed and acknowledged by the PARTIES that the provisions of this Site Access Agreement have been arrived at through negotiation, and that each of the PARTIES has had a full and fair opportunity to review the provisions of this Site Access Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not apply in construing or interpreting this Site Access Agreement. The PARTIES consider each and every term, covenant, and provision of this Site Access Agreement to be material and reasonable.

43. Counterparts:

This Site Access Agreement may be executed in multiple counterparts, all of which shall constitute one and the same agreement.

44. Status of Employees:

All persons performing services for TGI on or in the Premises shall be solely employees or contractors of TGI and not employees of COUNTY, except those persons expressly and directly employed by COUNTY. Furthermore, TGI is not considered an agent of the COUNTY.

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IN WITNESS WHEREOF, the PARTIES have caused their duly authorized representation to execute this Site Access Agreement as of the day first above stated:

THE GATHERING INN (“TGI”):

By: _____
Keith Diederich, President

Date: _____

By: _____
Cliff Haggenjos, Secretary

Date: _____

COUNTY: COUNTY OF PLACER

By: _____
Steve Newsom, Director
Department of Facilities Management

Date: _____

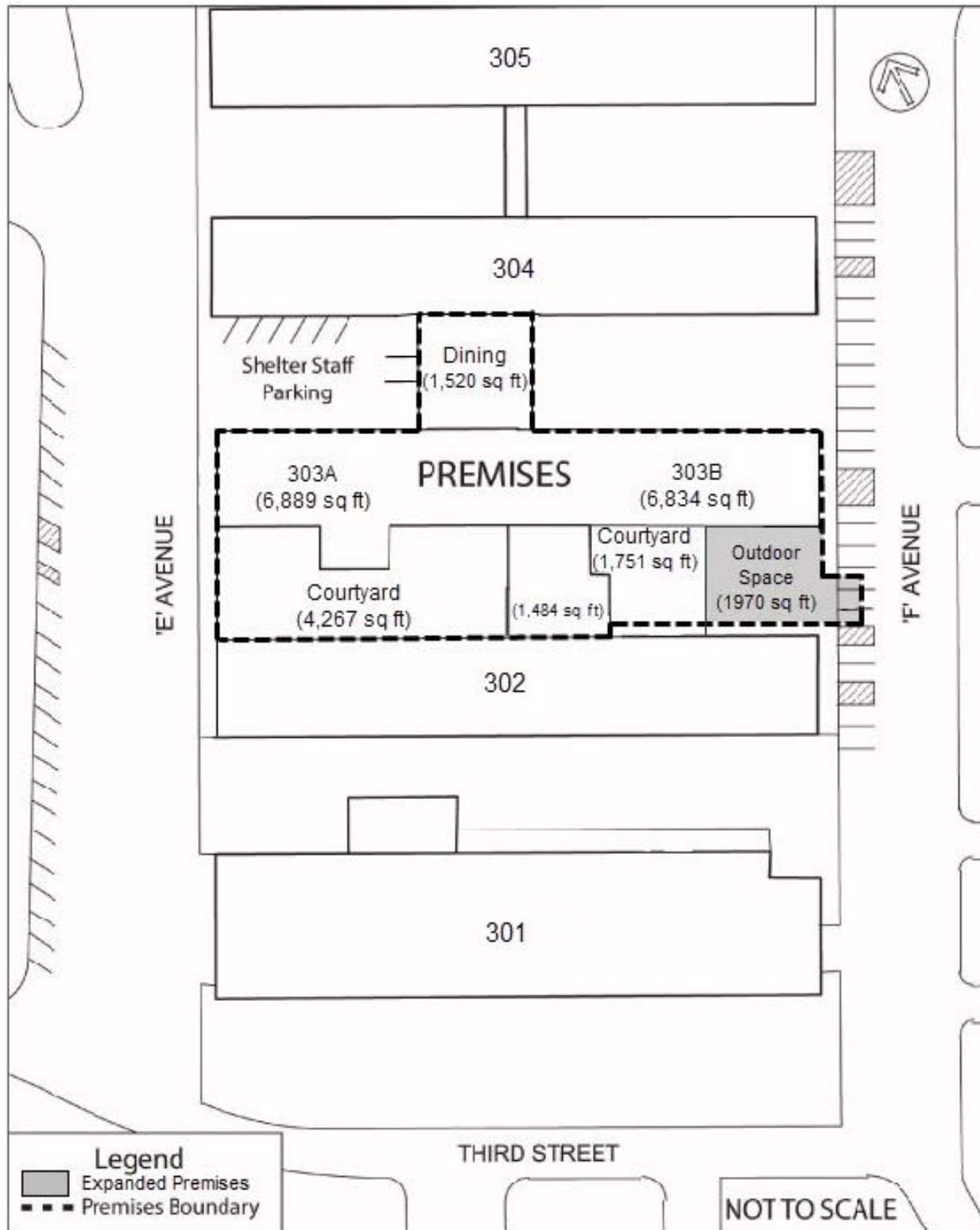
APPROVED AS TO FORM: COUNTY COUNSEL

By: _____

Date: _____

- EXHIBIT A – PREMISES
- EXHIBIT B – PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS
- EXHIBIT C – ASBESTOS SURVEY RESULTS

Premises
11442 E Avenue, Auburn California



Placer County Insurance and Indemnity Requirements

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

TGI shall indemnify and hold PLACER COUNTY harmless from and defend PLACER COUNTY against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on or about the Premises when such injury, death or damage is caused in part or in whole by the act, neglect, fault or omission of any duty with respect to the same by TGI, its agents, contractors, employees or invitees.

TGI shall further indemnify and hold PLACER COUNTY harmless from and against any and all claims arising from any act or negligence of TGI or any of its agents, contractors, employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such tort claim or any action or proceeding brought thereon. TGI shall be required to provide notice to the PLACER COUNTY within thirty (30) working days of the date when TGI is made aware of the occurrence of any such tort claim.

In case any action or proceeding is brought against PLACER COUNTY by reason of any such claim, TGI, upon notice from PLACER COUNTY, shall defend the same at TGI's expense provided, however, that TGI shall not be liable for damage or injury occasioned by the negligent or intentional acts of PLACER COUNTY and its designated agents or employees. PLACER COUNTY shall be required to provide notice to TGI within thirty (30) working days of the date when PLACER COUNTY is made aware of the occurrence of any such government tort claim.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

TGI shall file with COUNTY concurrently with the execution of the Lease Agreement a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

3. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to TGI's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the TGI.

TGI shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. PROPERTY INSURANCE: TGI shall procure and maintain full replacement cost with no coinsurance penalty provision.
5. GENERAL LIABILITY INSURANCE:
 - A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of TGI, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (1) Fire Damage Legal Liability Insurance to protect against any liability incidental to the use of the Premises or resulting from any accident occurring in or about the Premises. TGI shall also provide All Risk Property Insurance for any tenant improvements installed by TGI. Such coverage shall be an amount equal to the value of the tenant improvements.
 - (2) Contractual liability insuring the obligations assumed by TGI in this Agreement.
 - B. One of the following forms is required:
 - (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
 - C. If TGI carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
 - D. If TGI carries a Commercial General Liability (Occurrence) policy:
 - (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

TGI shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by TGI shall contain language providing coverage up to one (1) year following the expiration of the Term in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

6. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to The Gathering Inn."
- B. "The insurance provided by The Gathering Inn, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

7. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

8. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - TGI shall be responsible for all deductibles in all of TGI's insurance policies. The amount of deductible for insurance coverage required herein should be reasonable and subject to COUNTY's approval.

TGI's Obligations - TGI'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - TGI shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive TGI's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of TGI to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

* * * * *

Asbestos Survey Results

BUILDING ADDRESS: Building No. **303 A&B, 11441 F Avenue**, Dewitt Center, Auburn, CA

This notice contains information specific to Asbestos-Containing Materials within the Dewitt Center. As required by the California Health and Safety Code, Division 20, Chapter 10.4, Section 25915, this information must be provided to all building occupants. Please post copies of this notice conspicuously within each building that you occupy.

Asbestos has been identified in many building materials at the PCGC. If left undisturbed, these materials pose no threat to the health of building occupants. In order to minimize the potential for exposure to asbestos fibers, the following guidelines should be adhered to:

1. Do not disturb any building materials without prior written permission from the Department of Facilities Management.
2. Do not access the attic space above the ceilings. Access to this area is restricted to the Department of Facilities Management only. Licensees and service contractors are not permitted to access this area without prior written permission from the Department of Facilities Management.

DO NOT MECHANICALLY SAND, SCRAPE, DRILL OR OTHERWISE DISTURB BUILDING MATERIALS.

The Department of Facilities Management records show the following materials located in Building 303A&B in the amounts noted:

1. Ceiling Tile – Control Ceiling Area – Beige Fibrous Material Paint 35% Cellulose and 45% Fibrous Glass – Asbestos Non-Detected
2. Ceiling Tile – Control Ceiling Area – Beige Fibrous Material Paint 35% Cellulose and 45% Fibrous Glass – Asbestos Non-Detected

Complete survey results are available for review upon request. If you have questions about asbestos in your building, please contact the Department of Facilities Management, (530) 886-4900.

The above noted materials are known to exist based on sampling performed by the Department of Facilities Management. The COUNTY does not warrant that no other asbestos-containing materials exist in the Premises. Any construction work in the facility is subject to review and approval by the Department of Facilities Management.

We, the undersigned, have read and understand the contents of this document, entitled “Asbestos Survey Results”

The Gathering Inn (“TGI”)

Signature

Print Name

Title

Date: _____

[Signatures continued on next page]

Signature

Print Name

Title

Date: _____