

ORIGINAL

MEMORANDUM OF UNDERSTANDING # 453-M0810

Between

EL DORADO COUNTY DEPARTMENT OF HUMAN SERVICES
COMMUNITY SERVICES DIVISION

And

UNITED OUTREACH OF EL DORADO COUNTY

Regarding

GRACE PLACE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the El Dorado County Department of Human Services-Community Services Division (hereinafter referred to as "DHS" or "County") and United Outreach of El Dorado County, a California 501(c)(3) non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 2560 Clarksville Road, Rescue, CA 95672 and whose mailing address is Post Office Box 1675, Diamond Springs, CA 95619 (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, DHS recognizes the need for temporary sheltering program for homeless individuals of El Dorado County and has recognized that County of El Dorado has a significant population of homeless in need of related services; and

WHEREAS, on August 28, 2007 the County Board of Supervisors approved General Funds for operating costs for Grace Place, an emergency shelter for homeless; and

WHEREAS, Contractor operates a nomadic sheltering program which provides overnight accommodations to homeless persons throughout the greater El Dorado County region during cold weather months; and

WHEREAS, Contractor is willing and able to provide emergency shelter and related services to residents of El Dorado County as described herein;

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

Scope of Services:

A. Contractor agrees to:

- 1) Operate and administer a program providing emergency shelter services a minimum of four nights per week between November 1, 2007 and April 30, 2008 to homeless persons in El Dorado County using staff, a rotating schedule of churches, and other community volunteers.
- 2) Provide transportation to/from the shelter location for guests in need. The coordination of transportation will be the responsibility of the Contractor.
- 3) Provide showers, clothing, laundering, and other appropriate services to guests as needed.
- 4) Provide an evening snack and a nutritional breakfast to all shelter guests.
- 5) Contractor agrees to adhere to the following provisions:
 - a. Provide shelter beds at the Camino Seventh Day Adventist site or Pollock Pines School site location or other location as approved by the United Outreach Board.
 - b. Contingent upon the availability of shelter facilities and funding sources, the cold weather shelter program will be in operation a minimum of four nights per week in El Dorado County from November 1, 2007 through April 30, 2008.
 - c. Pick-up/drop-off points for transporting shelter guests will be at sites designated by Contractor.
 - d. Contractor will provide overnight supervision and security.
 - e. Contractor will provide each shelter guest with a copy of program rules and regulations, and will post these at each site.
 - f. Contractor will provide training and supervision to all personnel and volunteers.
 - g. Contractor will invoice County for costs as specified in Exhibit A, Budget.
 - h. Contractor agrees to cooperate with any monitoring activities deemed necessary by the County of El Dorado.
 - i. Contractor agrees to notify DHS of circumstances beyond the control of Contractor which renders Contractor unable to maintain an emergency shelter.
 - j. Contractor will provide DHS with monthly report for statistical compilation.

B. DHS Agrees to:

- 1) Provide reimbursement to Contractor for services provided in accordance with the provisions stated in ARTICLE III of this Agreement.
- 2) Review and evaluate Contractor compliance with contract provisions on an as needed basis.

ARTICLE II

Term: This MOU shall become effective when fully executed by both parties hereto and shall cover the period of November 1, 2007 through June 30, 2008.

ARTICLE III

Compensation: For services provided herein, DHS agrees to pay Contractor monthly in arrears and within thirty (30) days receipt and approval of itemized invoice(s) identifying services rendered. For the purposes herein, payment shall be in accordance with Exhibit "A", marked "Budget", incorporated herein and made part by reference hereof. Operating costs reimbursed by DHS will represent actual costs incurred for the provision of services detailed in ARTICLE I. The total amount of this Memorandum of Understanding shall not exceed \$42,000.00.

ARTICLE IV

Changes to MOU: This MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Payment of Funds:

- A. The Contractor shall provide itemized invoices detailing services and other items rendered by the Grace Place emergency shelter as detailed in Exhibit "A", attached. Payment shall be made by DHS within thirty (30) days of receipt and approval of invoices.
- B. Commencing on the 10th day of the next full month immediately following the day funds are set aside by DHS, and each 10th of the month thereafter, Contractor shall submit to County a statement of expenditures, noting actual costs incurred. Such statement shall be accompanied by detailed records of expenditures, including but not limited to receipts, invoices, purchase orders, or other documentation as appropriate, and shall be substantially in form as displayed in Exhibit A, to this MOU, and shall be signed under penalty of perjury by an authorized official of Contractor.
- C. Exhibit A, Budget, is an estimate and Contractor has discretion to move funds between line items.
- D. All invoices submitted to DHS shall reference this MOU.
- E. This MOU may be amended to reflect any reduction in funds that may affect reimbursement to Contractor. Notification to Contractor regarding a reduction in funding must be made within ten (10) days of DHS receipt of said notice from the funding source.
- F. The Contractor shall make a good faith effort to provide the DHS with timely notice of any event or circumstance that materially impairs the Contractor's financial position or substantially interferes with the Contractor's ability to offer the services and other items it has agreed to provide as set forth in this Agreement.

ARTICLE VI

Confidentiality: All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE VII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- E. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- F. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- G. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

- H. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- I. Any deductibles or self-insured retentions must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- K. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- L. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- N. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE VIII

Termination: County may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice by County without cause. In the event of early termination of the Agreement, access by Recipient to any and all funds not previously disbursed shall cease effective upon the termination date.

ARTICLE IX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to DHS shall be in duplicate and addressed as follows:

EL DORADO COUNTY
DEPARTMENT OF HUMAN SERVICES
HOUSING PROGRAMS
550 MAIN STREET, SUITE C
PLACERVILLE, CA 95667
ATTN: JOYCE ALDRICH, PROGRAM MANAGER

Notice to Contractor shall be addressed as follows:

UNITED OUTREACH OF EL DORADO COUNTY
GRACE PLACE
PO BOX 1675
DIAMOND SPRINGS, CA 95619
ATTN: ARTHUR A. EDWARDS, PRESIDENT
BOARD OF DIRECTORS

ARTICLE X

Administration: The County Officer or employee with responsibility for administering this MOU is Doug Nowka, Director, Department of Human Services, or successor.

ARTICLE XI

Indemnity: Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including, but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with each Project covered by this Agreement. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778, and survives the expiration of the term of this MOU.

ARTICLE XII

Resolution of Concerns: Contractor agrees to resolve any and all reasonable concerns about the shelter presented by DHS in a prompt, courteous and expedient manner; and DHS agrees to resolve any and all reasonable concerns presented by the Contractor in a prompt, courteous and expedient manner.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Audits Required: Contractor shall submit a year-end financial statement covering the term of this Agreement to the County of El Dorado for review and audit. The financial statements are to clearly show the amounts received and expended for the budget items identified in Exhibit "A". Said financial statement shall be submitted to the County within One Hundred Twenty days (120) following the end of the contract term, the end of the Contractor's fiscal year.

Contractor shall maintain client records, books, documents, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided.

Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit and reproduction by County, the state or any of its duly authorized representatives, including the Comptroller General of the United States.

Contractor shall preserve and make available its records for a period of four (4) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by either of the following:

1. If this Agreement is terminated or partially terminated, all of the records relating to work terminated shall: a) be preserved and made available for a period of four (4) years from the date of any resulting final settlement; or b) at the sole option of the County, immediately become the property of the County and shall be delivered by Contractor to County.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four (4) year period, whichever is later.

ARTICLE XV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XVI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

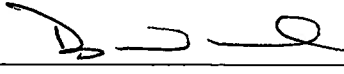
ARTICLE XVII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XVIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR/DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 11/28/07
Doug Nowka
Director
Human Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: 11/29/07

By: Bonnie H. Rich
Bonnie H. Rich, Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

Dated: 11/28/07

UNITED OUTREACH OF EL DORADO COUNTY,
A CALIFORNIA NON-PROFIT CORPORATION
doing business as GRACE PLACE

By: Arthur A. Edwards
Arthur A. Edwards
President
"Contractor"

By: Craig A. Klatt
Craig A. Klatt
Corporate Secretary

Dated: 11-28-07

Exhibit "A"
United Outreach of El Dorado County
Grace Place Emergency Shelter Budget
 Operating at 4 nights per week

Cost Category	Operating Costs
Staff:	
Overnight Monitors (2)	\$ 10,400
Shelter Director (1)	\$ 12,000
Total Staff:	\$ 22,400
Facility Rental:	\$ 5,200
General Expenses:	
PayPal	\$ 75
Bookkeeping	\$ 3,000
Automotive Expenses	\$ 4,000
Insurance: Auto/D&O/Liability	\$ 3,075
Laundry	\$ 500
Office Supplies	\$ 500
Postage	\$ 250
Shower maintenance	\$ 1,000
General Supplies	\$ 1,500
Misc.	\$ 500
Total General Expenses:	\$ 14,400
Total General Budget	\$ 42,000