

**AGREEMENT BETWEEN CITY OF MANTECA
AND HIS WAY REFUGE CENTER
FOR PROFESSIONAL SERVICES**

This agreement ("Agreement") is made and entered into on _____, 2024, by and between the CITY OF MANTECA ("City"), a municipal corporation, and HIS WAY REFUGE CENTER, INC. ("Consultant"), a non-profit corporation, based in California (individually a "Party", together the "Parties").

RECITALS

- A. WHEREAS, City entered into an “Agreement for Professional Services” to retain Consultant to render professional services at 555 Industrial Park Drive, Manteca, CA 95337 (the “Premises”) since September 1, 2022;
- B. WHEREAS, Parties entered into an “Amendment, Settlement Agreement, and Release” on April 1, 2023 to supersede the “Agreement for Professional Services” dated September 1, 2022;
- C. WHEREAS, pursuant to the terms in the “Amendment, Settlement Agreement, and Release,” City agreed to have Consultant provide professional services on a month-to-month basis from April 1, 2023 until July 31, 2023;
- D. WHEREAS, Parties amended the “Amendment, Settlement, Agreement, and Release,” on or about July 31, 2023 via the “Addendum between City of Manteca and His Way Refuge Center” to extend Consultant’s professional services to August 30, 2023;
- E. WHEREAS, City entered into a new “Agreement for Professional Services” with revised and updated Facilities Rules and Maintenance to retain Consultant to render professional services at the “Premises” from September 1, 2023 until January 31, 2024;
- F. WHEREAS, City wishes to continue to retain Consultant to render professional services and to have an agreement in place to encompass all duties and obligations of the Parties;
- G. NOW, THEREFORE, in consideration of the foregoing recitals and the following consideration, provisions, and mutual promises, the Parties agree to the following terms:

AGREEMENT

- 1. Scope of Services. Consultant shall perform the operation of Homeless Emergency Center described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by Consultant dated February 20, 2024, and attached hereto as Attachment 1. Consultant shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the operation of a Homeless Emergency Center is sometimes referred to herein as "the Project." The term of this Agreement shall begin on **February 1, 2024** and conclude on **June 30, 2024**. To be clear, Consultant shall not provide any security services per this Agreement during the term of this Agreement, provided, however, nothing herein precludes the City from contracting out with another vendor and/or Consultant (under a separate agreement) to provide security services.

ATTACHMENT 1

2. Work Through City Staff. Consultant shall perform its services pursuant to this Agreement solely through City staff.
3. Time of Performance. Consultant's services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 1. All work shall be completed no later than **June 30, 2024**. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein. The Parties may mutually agree in writing to extend the term of this Agreement up to an additional six (6) months, provided, however, such an amendment is executed prior to **June 30, 2024**.
4. Compensation. Without additional authorization from the City, compensation to be paid to Consultant shall not exceed TWO HUNDRED NINETY-NINE HUNDRED THOUSAND TWO HUNDRED SIXTY DOLLARS (\$299,260.00). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment. The City shall, and has the right, to do a line item review of billings submitted by Consultant and to request an accounting, and Consultant shall cooperate with these requests.
5. Method of Payment. Consultant shall submit monthly billings to City specifying and describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay Consultant no later than 30 days after City's approval of the monthly invoice provided by Consultant. Payments may be delayed by City if Consultant fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule. To the extent the City wishes to challenge a monthly billing, it has the right to do so by providing Notice to the Consultant, consistent with Section 17 below. Upon receiving the Notice, the Parties shall meet and confer in good faith within five (5) business days after receipt of the Notice to resolve the issues.

6. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.
7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 60 days' prior written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for the same.
8. Ownership of Documents; Confidentiality.

ATTACHMENT 1

- 8.1. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work. City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.
 - 8.2. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. These materials shall not, without the City's prior written consent, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant, or is generally known, or has become known to the related profession shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to the Project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.
9. Consultant's Books and Records.
- 9.1. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of five years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.
 - 9.2. Consultant shall maintain all records that document performance under this Agreement for a minimum period of five years, or for any longer period required by law, from the date of termination or completion of this Agreement.
 - 9.3. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 17 of this Agreement.
 - 9.4. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

ATTACHMENT 1

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to workers' compensation, retirement, or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

11.1. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

11.2. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- A. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and
- B. possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of the Consultant.

12.1. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12.2. The primary provider of the services required by this Agreement shall be His Way Refuge Center, Inc. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or

ATTACHMENT 1

obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

16.1. Job specific insurance requirements can be found on Attachment 2. Other insurance provisions can be found below:

16.2. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

16.2.1. The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.

16.2.2. The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

16.2.3. The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

16.2.4. The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.

16.2.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.

16.2.6. The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.

16.2.7. The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

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22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin or United States District Court for the Eastern District of California.
24. Litigation Expenses and Attorneys' Fees. If either Party to this Agreement commences any legal action against the other Party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
25. Mediation. The Parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each Party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.
27. Authority to Enter Agreement. Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.
28. Prohibited Interests.
 - 28.1. Consultant warrants that it has not employed or retained any person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.
 - 28.2. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
30. Precedence. In case of conflict between documents related to this Agreement, this Agreement and any City-authored materials shall take precedence over Consultant's proposal/Consultant's attachments.
31. Compliance with Facility Rules and Maintenance. Consultant agrees to comply with and enforce the requirements and terms in Attachment 3, Facility Rules and Maintenance. The City may periodically amend the Facilities Rules and Maintenance from time-to-time and will provide Consultant with a revised copy. Nothing in the Facility Rules and Maintenance shall limit the City's use of the Premises.
32. Retroactive Effect; Binding Agreement. To the fullest extent permitted by law, all agreements and obligations of the Parties contained herein shall commence upon September 1, 2023, shall continue until December 31, 2023. In this regard, the provisions contained herein are intended to be retroactive and the full benefits hereof shall be available in respect of any alleged or actual occurrences, acts or failures to act that occurred prior to the date hereof.

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ATTACHMENT 1

Executed at Manteca, California on _____, 2024.

CITY OF MANTECA, a
municipal corp.

By: _____
Toni Lundgren
City Manager

**HIS WAY REFUGE
CENTER**, a non-profit corp.

By: _____

Al Deardorff, Founder and
Executive Director

REVIEWED AS TO FORM:

By: _____
Shay Narayan
Director of Finance

By: _____
Nancy Bronstein
Interim Director of Human Resources

ATTEST:

APPROVED AS TO FORM:

Cassandra Candini-Tilton
Director or Legislative Services/City Clerk

L. David Nefouse
City Attorney for the City of Manteca

ATTACHMENT 1 is the Scope of Services.

ATTACHMENT 2 is the Certificate of Insurance.

ATTACHMENT 3 is the Facilities Rules and Maintenance.

ATTACHMENT 1

ATTACHMENT 1

SCOPE OF SERVICES

Unsheltered Emergency Center

His Way Refuge Center

1006 Virginia St.
Manteca, CA 95337

Executive Director

Al Deardorff
Ph: 209-401-9126
Email: hiswayrecoveryhouse@msn.com

Treasurer/Co-Director

Catina DeLeon
Ph: 209-688-0221
Email: catinadeleon@comcast.net

Location: 555 Industrial Park Drive, Manteca, CA 95337.

Time of Performance: February 1, 2024, through June 30, 2024

Goal

Strengthen the community by providing emergency shelter and supportive services for persons experiencing homelessness and advocate to develop a pathway towards permanent housing, income, healthcare and stability.

Scope of Services

- **Registration** - Register/intake guests upon arrival and input their information in the County's Homeless Management Information System (HMIS).
- **Meals** - Three meals will be served: Breakfast, lunch, and dinner for all guests.
- **Shower** - Provide daily showers;
- **Overnight Shelter** – His Way Staff shall monitor the dormitory modular units twenty-four (24) hour - seven (7) days a week. HWRC Staff is to provide services to residents who may need assistance during their overnight stay in the dormitory units.
- **Clothing** - His Way will have clothes closet with gently used and new clothing provided by donations;
- **Resource Center** - We will be a hub for resources available to the homeless community.
- **Outreach**- His Way – Outreach team will be working in the community of Manteca to encourage individuals to seek services being offered at 555 Industrial Parkway.
- **Transportation** - His Way Refuge Center will supply transportation for the unsheltered, who live in the Manteca Emergency Homeless Resource Center.

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- **Transitional housing** - Direct access to His Way Recovery House as a resident. His Way will offer housing at one of our recovery homes for those individuals with substance abuse issues that are ready for change;

STAFFING (His Way Refuge Center Warming/Cooling Center Staff):

Al Deardorff
Shari Deardorff
Sean De Leon
Catina De Leon
Ashley Akers
Will Drahos
Erica Bellati
Brandon Salazar
Stephan Belmar
His Way Recovery House

Proposed Full-Time Positions

- (1) Director
- (1) Co-Director
- (1) Supervisor
- (1) Administrator
- (1) Night Shift Operation
- (3) Security Guards
- (1) Front Desk
- (1) Cook
- (1) Driver
- (1) Shower Operator

Proposed Part Time Positions

- (1) Front Desk
- (1) Cook
- (1) Driver
- (1) Shower Operator
- (2) Men's Dorm Monitor
- (2) Women's Dorm Monitor

His Way Refuge Center will use volunteers from our live in program to run the Unsheltered Emergency Resource Center.

BOARD OF DIRECTORS

Executive Director: Al Deardorff
Treasurer: Catina De Leon
Secretary: Ashley Akers
Board Member: Shari Deardorff
Board Member: Sean De Leon

Board Member: Brandon Salazar
Board Member: Mike Jupin
Board Member: Michelle Tova

BUDGET

See Attached.

PERFORMANCE MEASUREMENT

His Way Refuge Center is expecting to serve 50-100 people daily. Every client will have to fill out a packet of personal information which will allow us to collect statistical data to track performance measurements within the City of Manteca's effort to combat homelessness. This information will be entered electronically in an excel workbook and the required system by the city-HMIS. The paper packets will be filed in a file cabinet kept at the Resource Center. The only people to have access to those files will be His Way staff and the City of Manteca.

REFERENCES

1. Officer Mike Kelly
Manteca Police Officer
Ph: (209) 595-6893
2. Mike Morowit
Business owner, Manteca
Ph: (209) 612-2143
3. Honorable Richard Vlavianos
Judge, Superior Court of San Joaquin County
Ph: (209) 607-9470
4. Honorable Kristine Eagle
Judge, Superior Court of San Joaquin County
Ph: (209) 598-4998
5. Pastor Mike Johnson
Cornerstone Baptist Church Hanover
Ph: (812) 866-1580
6. Andrew Smith
Attorney at Law - Lodi
Ph: (209) 333-9292

Disclaimer and Signature

I hereby certify that I have read this application and the exhibits thereto, and know the contents thereof, and the statements therein are true, and that I have been authorized by the governing board of the organization I represent to submit this application.

	2/23/2024

Authorized Representative Signature	Date
Catina M. De Leon	2/23/2024

Printed Name	Date

HIS WAY REFUGE CENTER-HOMELESS EXPENSES

DESCRIPTION	CITY OF MANTECA	HISWAY	TOTAL COSTS
OPERATIONS COST			
*FEEDING EXPENSES	\$ 39,500.00		\$ 39,500.00
*TRANSPORTATION-(fuel, maintenance and repairs)	\$ 7,500.00		\$ 7,500.00
*MISC	\$ 17,500.00		\$ 17,500.00
*COLD STORAGE CONTAINER RENTAL	\$ 4,750.00		\$ 4,750.00
*VEHICLE INSURANCE		\$ 1,250.00	\$ 1,250.00
*OFFICE SUPPLIES	\$ 1,500.00		\$ 1,500.00
*JANITORIAL/CLEANING SUPPLIES	\$ 1,500.00		\$ 1,500.00
*PORTABLE BATHROOM RENTAL/SERVICES	\$ 9,000.00		\$ 9,000.00
*LAUNDRY SUPPLIES/WASH	\$ 2,500.00		\$ 2,500.00
*WORKERS COMP INSURANCE		\$ 15,000.00	\$ 15,000.00
*EMPLOYER PAYROLL TAXES		\$ 16,000.00	\$ 16,000.00
*INSURANCE		\$ 5,000.00	\$ 5,000.00
Operating Subtotal	\$ 83,750.00	\$ 37,250.00	\$ 121,000.00
PERSONNEL			
*DIRECTOR	\$ 31,250.00		\$ 31,250.00
*CO-DIRECTOR	\$ 30,000.00		\$ 30,000.00
*SUPERVISOR	\$ 18,750.00		\$ 18,750.00
*ADMINISTRATOR	\$ 18,750.00		\$ 18,750.00
*OPERATIONS- NIGHT SHIFT	\$ 17,500.00		\$ 17,500.00
*FRONT DESK	\$ 17,500.00		\$ 17,500.00
*COOK	\$ 16,666.67		\$ 16,666.67
*DRIVER	\$ 16,666.67		\$ 16,666.67
*SHOWER OPERATOR	\$ 15,926.67		\$ 15,926.67
*(2) PART TIME DORM MONITORS- MEN	\$ 16,250.00		\$ 16,250.00
*(2) PART TIME DORM MONITORS- WOMEN	\$ 16,250.00		\$ 16,250.00
Personnel Subtotal	\$ 215,510.00	\$ -	\$ 215,510.00
Total	\$ 299,260.00	\$ 37,250.00	\$ 336,510.00

ATTACHMENT 1

ATTACHMENT 2

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DEBRA BELL INSURANCE SERVICES 4400 Keller Ave Ste 140 #319 Oakland, CA 94605 License #:0590009		CONTACT NAME: PHONE (A/C No. Ext): (510)568-9442 FAX (A/C, No): (510)380-5138 E-MAIL ADDRESS: dbell10023@aol.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : NIAC	
		INSURER B : NIAC	
		INSURER C : State Fund Compensation	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	x		75620	9/14/2022	9/14/2023	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9100524-22	5/23/2023	5/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	UMBRELLA	x		75620	9/14/2022	9/14/2023	umbrella 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Manteca, its officers, officials, employees, agents and volunteers are named as additional insured as respects their interest in the named insured.

Meal and shower services for homeless @ 555 Industrial Park Dr, Manteca CA 95337

CERTIFICATE HOLDER	CANCELLATION
City of Manteca 1001 W. Center St Manteca, CA 95337	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: ..

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>	<p>555 Industrial Park Dr Manteca, CA 95337</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ATTACHMENT 1

ATTACHMENT 3

FACILITIES RULES AND MAINTENANCE

FACILITY RULES AND MAINTENANCE

For 555 Industrial Park Drive, Manteca, California 95337

His Way Refuge Center employees and staff (referred to as "HWRC Staff") shall ensure compliance with the following rules and requirements detailed in the following sections. Each section addresses rules for each City-provided facility on 555 Industrial Park Drive, Manteca, California 95337 ("Property").

Modular Unit

1. The total occupancy is 49 persons. HWRC Staff will ensure the Modular Unit does not exceed the occupancy limit.
2. HWRC Staff shall monitor the Modular Unit at all times during the hours of operation to ensure the following:
 - a) Portable air conditioning units are to be turned on the beginning of each day and turned off at the time of closing;
 - b) No food or beverage permitted in the Modular Unit. Only water is permitted in the Modular Unit. No exceptions;
 - c) Clean modular unit at the end of each day (e.g., vacuum).
3. HWRC Staff is to provide security to monitor and ensure there is no vandalism or damage to the exterior of the unit overnight.

Mobile Food Services Trailer

1. HWRC Staff are the only persons allowed to enter and use the food trailer.
2. HWRC Staff is responsible with cleaning the kitchen area after each meal and must complete the following tasks after each meal:
 - a. Throw all perishable foods away;
 - b. Properly store all utensils (unless plastic, then discard);
 - c. Wash and properly store all cookware after use;
 - d. Clean and sanitize the sink;
3. Cleaning supplies must be separated from where the food is located.
4. No fly traps around food, cookware items, and/or areas.
5. Ensure all food is prepared in accordance with state and local rules and regulations.
6. Ensure all equipment and appliances are turned off at the end of each day.

Restroom Shower Unit

1. The HWRC Staff Shower Operator is required to manage and clean the two (2) standard and one (1) ADA shower stalls. Managing and cleaning shall include the following tasks:
 - a) Ensure that a shower stall is occupied by only one (1) person at any given time;
 - b) Wipe down the shower stalls after every shower use and ensure the stalls are completely dry when not in use;
 - c) Sanitize the shower units once a week at the end of the day.
2. Restrooms in the Restroom Shower Unit will not be made available for general use. Staff may use one (1) standard restroom. Portable bathrooms will be provided on the Property for general use.
3. The Restroom Shower Units must be locked by HWRC Staff at the end of the day, which is 5:30 PM.