

REFERRAL AGREEMENT dated this _____ day of _____, 2018 between the Columbia County Department of Social Services, 25 Railroad Avenue, Hudson, NY ("CCDSS"), and Galvan Civic Housing LLC ("Operator"), located at 400 State Street, Hudson, NY (GCMLLC).

WITNESSETH

WHEREAS, the Columbia County Department of Social Services (CCDSS) has determined that there is insufficient emergency housing in the programs operated by not-for-profit community based corporations for such programs to provide shelter and related services to all applicants for or recipients of public assistance and care, and that there are insufficient facilities to satisfy the county's obligation to provide shelter, for those who are homeless or faced with homelessness (hereinafter, "Eligible Homeless Persons"); and

WHEREAS, Galvan Foundation (Operator) has the mission to improve the quality of life of the people and communities of Columbia County, including those most vulnerable and economically disadvantaged; and

WHEREAS, CCDSS has determined that placing Eligible Homeless Persons who may need an emergency housing referral in a motel offering support services will help alleviate the homelessness problem; and

WHEREAS, CCDSS is unable to predict the number of Eligible Homeless Persons who may need an emergency housing referral and related services on a particular day; and

WHEREAS, Operator is in the business of managing a 25 room motel (Galvan Civic Motel) located at 3550 Route 9, Greenport, New York, (the "Facility"); and

WHEREAS, Operator intends to make motel rooms available for a base nightly rate starting at \$85 per person per night, with 30% of gross revenue from motel rooms booked by CCDSS client being allocated to fund supportive services and building and grounds security for Eligible Homeless Persons referred by CCDSS; and

WHEREAS, this is a referral arrangement, in which the parties wish to memorialize their expectations for Homeless Persons into their facilities for a five year period; and

WHEREAS, CCDSS administers benefits and services to those eligible for public assistance and care, including the issuance of public assistance shelter allowances;

NOW, THEREFORE, the parties agree to the following:

ARTICLE 1: OBLIGATIONS OF OPERATOR

- A. Operator manages a 25 unit motel located at 3550 Route 9, Town of Greenport, NY. Operator is now remodeling each of the units and anticipates reopening in April 2018. During the five year period beginning April 1, 2018 following the execution of this Referral Agreement, Operator shall prioritize occupancy by Eligible Homeless Persons referred to the Facility by CCDSS.

Operator agrees to accept referrals from CCDSS of Eligible Homeless persons and shall permit Eligible Homeless Persons referred to the Facility with appropriate documentation completed by CCDSS to enter the Facility if there is a vacant room. CCDSS shall permit Operator to select the Eligible Homeless Person for occupancy. Operator shall have the right to reject any referred Eligible Homeless person if Operator determines the Eligible Homeless Person's needs cannot be adequately met by the services provided at the Facility. Operator shall not provide rooms to registered sex offenders and convicted violent felons.

Each referred Eligible Homeless Person is required to register upon arrival at the Facility in order to confirm placement at such Facility. The Operator shall register each referred Eligible Homeless Person who presents the appropriate documentation to Operator or Facility staff upon the Eligible Homeless Person's arrival at the Facility. The Eligible Homeless Person shall then be permitted to occupy a room and shall have the right to use all common areas of the Facility.

- B. Operator shall comply with the motel room standards set forth in 18 NYCRR Section 352.3 (g) by providing the following:
1. a room, appropriately furnished for daily living;
 2. weekly changes of bed linen;
 3. daily provision of clean towels;
 4. maintenance of common areas in clean and orderly condition;
 - a. individual refrigerators for medicine and food storage, and adequate bathroom facilities which shall, at a minimum, provide an effective locking mechanism and any other such measures as are necessary to ensure privacy
 5. daily rubbish and trash removal from waste receptacles on each floor on a periodic schedule; and

6. a safe and secure living environment.
- C. Operator agrees to have a valid certificate of occupancy issued by the Town of Greenport before accepting Eligible Homeless Persons.
- D. CCDSS understands Operator may remove any Eligible Homeless Person who Operator reasonably believes is a threat to the health, safety, or wellbeing of Operator, its employees, agents, contractors, guests, DSS clients and/or members of the neighborhood. Operator shall promptly notify CCDSS by email of this decision to remove an Eligible Homeless Person on such grounds. Nothing herein shall prevent Operator from exercising its lawful authority to remove guests, including Eligible Homeless Persons.
- E. Operator agrees to have the Eligible Homeless Person sign a registration log monthly to verify their occupancy. Operator agrees to email or fax the Check-in Verification form to CCDSS at no later than noon of the next business day. Operator further agrees to send the completed registration logs to CCDSS each monthly. Operator agrees to notify CCDSS within 24 hours by email upon learning that the Eligible Homeless Person is no longer occupying the room assigned to him or her. Operator agrees that it will submit claims for payment on behalf of Eligible Homeless Persons to CCDSS only for the number of days such Eligible homeless Person actually occupied a motel room.
- F. Operator agrees that, unless otherwise provided by law, it will comply with applicable state and local laws and regulations affecting the rights of motel guests.
- G. Operator further agrees:
 - (i) it is aware of, and will comply with, the strict confidentiality laws that control the disclosure of information and records of Eligible Homeless Persons including, without limitation, (i) New York State Public Health Law ("PHL") Article 27-F and departmental regulations promulgated at NYCRR Subpart 360-8.1, and (ii) New York State Social Services Law ("SSL") Section 136 and regulations of the New York State Department of Social Services promulgated at 18 NYCRR Part 357;
 - (ii) the provisions with respect to the confidentiality of the information and records of Eligible Homeless Persons shall remain in full force and effect following termination of this agreement.
- H. Operator will provide CCDSS exclusive access to approximately 890 square feet of space at the Facility, for the use of providing support services to Eligible Homeless Persons

occupying rooms at the Facility, during the term of the agreement, subject to review from the Town of Greenport Planning Board. A schematic showing the space is attached.

- I. Operator will provide CCDSS grant funding to support provision of on-site supportive services and building and grounds security for CCDSS Eligible Homeless Persons referred to the facility, with the total grant amount being set at 30% of the gross revenue from motel rooms occupied by CCDSS referrals of Eligible Homeless Persons.

ARTICLE 2: OBLIGATIONS OF CCDSS

- A. CCDSS will refer Eligible Homeless Persons to the Facility in an attempt to fill those rooms pursuant to Article (1) (A) of this Referral Agreement (RA). Nevertheless, CCDSS does not guarantee to fill all rooms in the Facility.
- B. CCDSS agrees that the placement of all Eligible Homeless Persons shall be first offered to Operator's facility before any other facility, including but not limited to other hotels and/or motels.
- C. On behalf of each Eligible Homeless Person placed at the Facility during the term of this RA, CCDSS shall pay Operator a nightly rate of \$85 for each night the Eligible Homeless Person occupies a room in the Facility for an overnight period. CCDSS shall pay this rate from the first night the Eligible Homeless Person registers at the Facility until the day that the Eligible Homeless Person departs from the Facility with Operator's knowledge, or until CCDSS gives the Facility written notice that the Eligible Homeless Person has failed to establish eligibility or is not eligible, whichever is earlier. For years two (2) through five (5) CCDSS shall pay a nightly rate at an annual escalation of 3% from the previous year's nightly rate, as follows: Year 2: \$87.55; Year 3: \$90.18; Year 4: \$92.88; Year 5: \$95.67.
- D. CCDSS will begin the payment process promptly upon receipt from Operator of an original invoice in a format prescribed by CCDSS (see billing form annexed hereto), duly signed by authorized Facility personnel, certifying the nights of occupancy by each Eligible Homeless Person who resided at the Facility at any time during the billing month. A billing month shall be a calendar month. CCDSS will pay each invoice within 30 days of receipt.
- E. CCDSS will ensure provision of on-site supportive services to Eligible Homeless Persons occupying rooms at the facility. Operator shall be given the opportunity assist CCDSS in developing and implementing a process for contracting with an organization to provide services to Eligible Homeless Persons referred to the facility. CCDSS will enter a supportive service contract including case management and security services. CCDSS will provide quarterly reports to Operator detailing the services provided and client outcomes

ARTICLE 3: TERM OF REFERRAL AGREEMENT

- A. The RA shall continue for five (5) years commencing upon Operator's receipt of a Certificate of Occupancy. CCDSS and Operator may renew this RA for up to three (3) five (5) year terms. Renewal terms will be subject to negotiation of terms.

- B. Upon a breach of any of the terms of this RA by the Operator, CCDSS shall provide Operator written notice of the claimed breach, and identify the provision of this RA which is breached. The Operator shall have thirty (30) days from receipt of the notice to cure the default, or, upon written request, shall have an additional fifteen (15) days to cure the default. If the Operator fails to cure the default, CCDSS may terminate this RA by written notice of its intention under a final notice. Upon giving of such notice, this RA and the term thereof shall terminate on the date stated in such final notice as if such date were the date originally stated in this RA for the termination or expiration thereof.

- C. In the event any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided:
 - i. CCDSS's failure to pay any installment of nightly rate when due and payable and the continuance of such failure for a period of twenty (20) days after receipt by CCDSS of notice in writing from Operator specifying in detail the nature of such failure;
 - ii. CCDSS's failure to perform any of the other covenants, conditions, and agreements herein contained on CCDSS's part to be kept or performance and the continuance of such failure without the curing of same for a period of twenty (20) days after receipt by CCDSS of notice in writing from Operator specifying in detail the nature of such failure, and provided CCDSS shall not cure said failure;

then, Operator may, at its option, give CCDSS a notice of election to end the term of this RA upon a date specified in such notice, which date shall be not less than ten (10) business days after the date of receipt by CCDSS. Upon giving of such notice, this RA and the term thereof shall terminate on the date stated in such final notice as if such date were the date originally stated in this lease for the termination or expiration thereof.

ARTICLE 4: INDEMNITY

- A. CCDSS shall indemnify and save harmless Operator from and against any and all liability, damage, penalties, or judgements arising from injury to person or property sustained by anyone in and about the facility resulting from any acts or omission or omissions of CCDSS or CCDSS's officers, agents, servants, employees, contractors, sublessees, or eligible homeless persons. CCDSS shall, at its own cost and expense, defend any

and all suits or actions (just or unjust) which may be brought against Operator or in which Operator may be impleaded with others upon any such above-mentioned matter, claim or claims, except as may result from the acts set forth in Paragraph 4 B.

- B. Except for its affirmative acts or negligence or affirmative acts or negligence of its partners, agents, servants, employees, or contractors, Operator shall not be responsible or liable for any damage or injury to any property, fixtures, buildings, or other improvements, or to any person or persons, at any time at the facility, including any damage or injury to CCDSS or to any of CCDSS's officers, agents, servants, employees, contractors, customers, eligible homeless persons, or invitees.
- C. Operator shall indemnify and save harmless CCDSS from and against any and all liability, damage, penalties, judgements arising from injury to person or property sustained by anyone in an about the facility resulting from any act or acts or omission or omissions of Operator, or Operator's officers, agents, servants, employees, contractors, or sublessees. Operator shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against CCDSS or in which CCDSS may be impleaded with others upon any such above-mentioned matter, claim or claims.

ARTICLE 5: INSURANCE

- A. Operator shall carry, during the RA term, commercial general liability insurance in a commercially reasonable amount which insures Operator, and names CCDSS and additional insured, against all claims and demands for injury or death of persons or for damage to property, which may be claimed to have occurred on Operators property on which the facility is located.
- B. CCDSS shall carry insurance coverage on all equipment, inventory, fixtures, furniture, appliances, and other personal property at the facility.
- C. CCDSS shall procure, maintain and keep in full force and effect at all times during the RA term and any renewal hereof, general liability insurance insuring CCDSS and naming Operator as additional insured against all claims and demands for injury to, or death of, persons, or damage to property which may be claimed to have occurred at the facility in an amount not less than \$3,000,000.00, per occurrence of coverage for injury (including death) to one or more persons attributable to a single occurrence for property damage.

To the full extent permitted by law and permitted by each party's insurance carrier, CCDSS and Operator each waives all right of recovery against the other for, and agrees to release the other from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage; provided however, that the foregoing release by each party is conditioned upon the other party's carrying insurance with the below described waiver of subrogation,

and if such coverage is not obtained or maintained by either party, then the other party's foregoing release shall be deemed to be rescinded until such waiver is either obtained or reinstated.

All insurance provided for in this RA shall be effective under enforceable policies issued by insurers of recognized responsibility licensed to do business in New York State. At least fifteen (15) days prior to the expiration date of any policy procured by CCDSS, the certificates (with all endorsements attached) evidencing renewal of such policy of insurance shall be delivered by CCDSS to Operator.

IN WITNESS WHEREOF, the parties have duly executed this Referral Agreement on the date first above written.

Robert M. Gibson, Commissioner,
Columbia County Department of Social Services

By:

Date: _____

Galvan Civic Housing LLC

Operator

By:

Date: _____

Matt B. Murell, the Chairman of the Columbia County Board of
Supervisors

By:

Date: _____

A-101

SCALE:
AS SHOWN

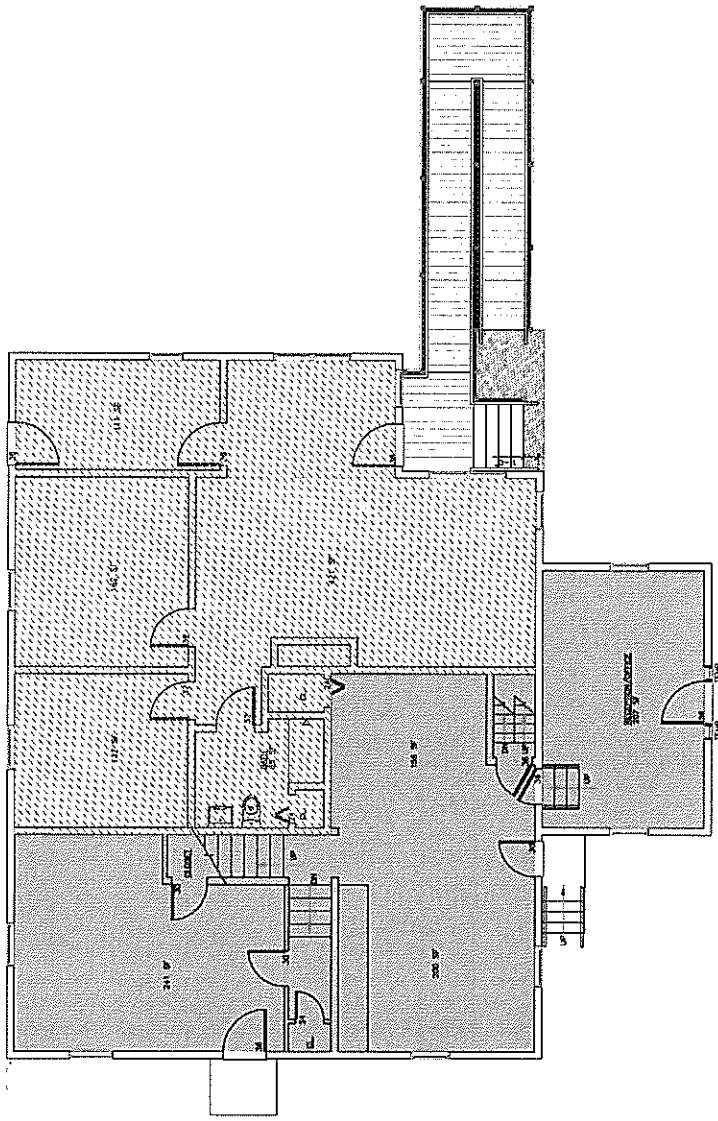
REV.	DATE	DESCRIPTION	BY

FLOOR PLANS

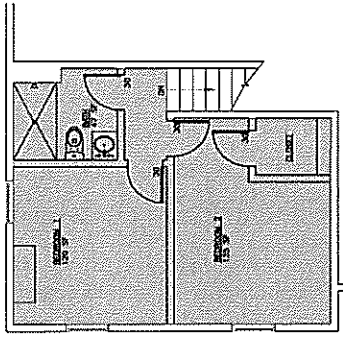
SUNSET MOTEL



TACONIC JOB# 17156
SHEET
DATE: 02/12/2018
ISSUED BY: SAC
PROJECT: SAC
PROJECT: SAC
PROJECT: SAC



1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



2 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"