

**AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND SLO NOOR Foundation**

THIS AGREEMENT made and entered into on _____, 2012 by and between **San Luis Obispo County** (hereinafter referred to as the "County") and **SLO Noor Foundation** (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Preventive Health Grant Program, using funds from the 1998 tobacco industry lawsuit and settlement (Tobacco Settlement), provides funding for programs/projects that promote the health and well-being of the community, encourage behaviors and activities that focus on preventing disease, and enable County residents to reach and maintain optimal health stability and independence; and

WHEREAS, the Community Based Organization Grant Program makes funds available to non-profit organizations for programs and services that support and complement (not duplicate) the efforts of the County's health and human service departments; and

WHEREAS, the Community Based Organization and Preventive Health Grant Review Committee (CBO/PHG) recommended that the Board of Supervisors fund 58 community based organizations and preventive health grant projects in fiscal year 2012-13 and

WHEREAS, the Board of Supervisors approved funding of the Contractor's **purchase of laboratory equipment and supplies for the SLO Noor Free Clinic in San Luis Obispo** by adopting the budget on June 19, 2012.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES: The Contractor shall perform and complete the activities contained in the Scope of Work (Exhibit A) attached to this agreement.
2. PURPOSE: The Contractor agrees that the primary purpose of this grant is to provide funding for programs/projects that benefit the public by promoting the health and well-being of the community, encouraging behaviors and activities that focus on preventing disease, and enabling County residents to reach and maintain optimal health stability and independence.
3. TERM OF AGREEMENT: The term of this agreement shall be for 12 months, beginning **July 1, 2012 and ending June 30, 2013**. The agreement may be extended by 90 days if the Contractor and County

agree in writing. The Board of Supervisors expressly grants to the County Administrator for San Luis Obispo County the authority to extend the Agreement pursuant to this Section as long as the change does not increase the maximum dollar amount of this Agreement or any other burden of the County under this Agreement.

4. **GRANT:** The County hereby agrees to transfer to Contractor, as a **Community Based Organization and Preventive Health** grant, **\$100,000** to complete all tasks and activities contained in Exhibit A. Program/project funding shall not be used to supplant existing operations not related to the project but must be used to support the project as proposed in Exhibit A.

Contractor understands and agrees that said grant is for the amount specified herein and the County has no obligation to award further, additional or ongoing grants beyond the term of this agreement.

5. **REPORTING:** The Contractor shall prepare and submit an annual report within sixty (60) days after the end of the grant period (see #3 - Term of Agreement), and should include the following: 1) final comparison of the approved project budget to actual expenditures, 2) actual program results reported in meaningful, measurable terms, and 3) this report shall be signed and dated by the project program manager. The Contractor shall provide at the County's request any other required or needed reports. The Contractor shall allow members of the Health and Human Services Grant Review Committee to conduct a site visit regarding the project or program.

Should Contractor fail to expend the grant funds in the project as proposed in Exhibit A, County may, at its option, require Contractor to repay all or any portion of the funds not expended in the project or improperly expended.

6. **EQUIPMENT:** If the project budget for this project includes purchase of any equipment which has a useful life extending beyond the termination date of this project, the Contractor agrees that said equipment will be transferred over to County at the conclusion of this project, unless the County consents to a renewal or extension of the same or some similar project by Contractor utilizing the same equipment.
7. **ADMINISTRATIVE PROVISIONS:** Notwithstanding anything herein to the contrary, the Contractor is subject to the provisions of the applicable state and local laws and the Contractor's Articles of Incorporation and Bylaws.
8. **ACCOUNTING:** The Contractor shall comply with all applicable accounting regulations and standards.

9. AUDITS:

- A. The Contractor shall maintain such records and accounts in accordance with general accounting practices. In addition, the Contractor shall maintain such records and accounts as may be required by the County. County may require Contractor, at its sole expense, to have its records and accounts audited annually by an accountant licensed by the State of California and approved in advance by said Auditor-Controller, and to present said audit to the County within thirty (30) days after the completion of the audit. County may make its own audit of Contractor's records and accounts at any time, if County so desires. Financial records should clearly demonstrate that the grant funds have been spent for the intended grant purpose within the scope of work (Exhibit A).
- B. The County shall have the right through its representative, and at all reasonable times, to inspect such books and records; and Contractor hereby agrees that all such records and instruments are available to the County. All State and Federal tax returns of Contractor insofar as this Agreement is concerned shall also be made available to the County for accounting purposes if requested.

10. INDEMNIFICATION: Contractor shall defend, indemnify and save harmless the County, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments, attorney's fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent Agreements directly responsible to Contractor, including, but not limited to the following:

- A. Violation of statute, ordinance, or regulation
- B. Professional malpractice
- C. Willful, intentional or other wrongful acts or failures to act

- D. Negligence or recklessness
- E. Furnishing of defective or dangerous products
- F. Broad Form Property Damage (including Completed Operations)
- G. Premises Liability
- H. Strict Liability
- I. Inverse Condemnation
- J. Violation of Civil Rights
- K. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax board, or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Agreement and the remaining language shall be given full force and effort.

11. INSURANCE: Contractor shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this Agreement such insurance. All insurance coverages are to be placed with insurers which 1) have a Best's rating of no less than B+VIII, and 2) are admitted insurance companies in the State of California.
- A. Comprehensive General Liability (CGL): Contractor shall maintain in full force and effect, for the period covered by this Agreement, Comprehensive General Liability insurance with limits of liability of not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of \$1,000,000; and include the following coverages:
 - 1. Personal Injury and Bodily Injury, including death resulting therefrom.
 - 2. Property Damage.
 - 3. Automobile coverage which shall include owned and non-owned vehicles.

4. The following endorsements must be provided in the CGL policy:
 - a. If the insurance policy covers on an “accident” basis, it must be changed to “occurrence”.
 - b. The policy must cover personal injury as well as bodily injury.
 - c. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
 - d. The County of San Luis Obispo, its officers, employees, and agents shall be named insured under the policy, and the policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the County, whether commercial or self-insurance, will be called upon to contribute to a loss hereunder. Nothing contained in this Agreement shall be construed to require Contractor's insurance to indemnify County in contravention of Insurance Code 11580.04.
 - e. Self-insurance can be substituted for a commercial policy, the same provisions shall apply.

B. Worker's Compensation Insurance: In accordance with the provisions of Section 3700 of the Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for Worker's Compensation or to undertake self-insurance. Contractor agrees to comply with such provisions before commencing the performance of the work of this Agreement.

C. The following requirements apply to all insurance to be provided by Contractor:

1. A certificate of insurance shall be furnished to County prior to commencement of work. Upon request by the County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) working days.
2. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to County.
3. Approval of the insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operations pursuant to this Agreement.

4. The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement. The compensation stated in this Agreement includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.
12. NON-DISCRIMINATION: Contractor shall not discriminate against any person or class of persons in violation of any and all federal, state and local non-discrimination laws.
13. COMPLIANCE WITH ALL LAWS: Contractor agrees to abide by all laws and regulations applicable to the expenditure of County grant funds, including but not limited to, the audit of the expenditure of these funds for compliance with regulations and the inclusion of provisions guaranteeing compliance with all labor laws and regulations pertinent to public funds.
14. SEVERABILITY: The invalidity of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.
15. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of the Agreement is not exclusive and shall not deprive the party using such remedy of or limit the application of, any other remedy provided by law.
16. LAW: This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretations of any of the clauses of the Agreement shall be determined and governed by the laws of the State of California.
17. VENUE: San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
18. ENTIRE AGREEMENT AND MODIFICATIONS: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties. Contractor specifically acknowledges that in entering into and executing this Agreement, Contractor relies solely upon the provisions

contained herein and no other Agreement or oral discussions prior to entering into this Agreement.

19. NO WAIVER: The failure to exercise any right or enforce any remedy contained in this Agreement shall not operate as or be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any right or remedy herein contained.
20. HEADINGS: The headings and other captions contained in this Agreement are for convenience only and shall not be used in interpreting, construing or enforcing of any provisions of this Agreement. This Agreement has been prepared through the efforts of all parties hereto and shall not be construed against any party as the draftsman.
21. NON-ASSIGNMENT OF AGREEMENT: This Agreement is intended to secure specialized services of Contractor and thus Contractor shall not assign, transfer, delegate or sublet this Agreement, or any interest therein, without the prior written consent of the County, and any such assignment, transfer, delegation or sublet without the County's prior written consent shall be considered null and void.
22. NOTICES: Any notices, demands or communication, under or in connection with this Agreement may be served upon County by personal service, or by mailing the same by regular mail and directed to County at:

County of San Luis Obispo
Administrative Office
1055 Monterey Street, D430
San Luis Obispo CA 93408
ATTN: Nikki J. Schmidt

and may be likewise served on Contractor at:

SLO Noor Foundation
1428 Phillips Lane B-4
San Luis Obispo CA 93401
ATTN: Dr. Ahmad Nooristani

IN WITNESS WHEREOF, the County has executed this Agreement and the Contractor has caused this Agreement to be approved by its Board of Directors and to be executed by a duly authorized office, all as of the day and year first above written.
AGREED TO ON THE DAY AND YEAR SET FORTH ABOVE.

COUNTY OF SAN LUIS OBISPO

BY: _____

AUTHORIZED BY BOARD ACTION

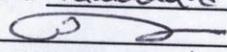
_____, 2012

ATTEST

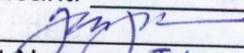
By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT
WARREN R. JENSEN
County Counsel

By: 
Assistant County Counsel

Applicant: Abdullah SLO NOOR foundation.
By: 
Print Name: Ahmad NODRI
Title: CEO

Date: 9/11/2012

Applicant: SLO NOOR FOUNDATION
By: 
Print Name: THOMAS J. SHERMAN
Title: BOARD PRESIDENT