

COLD WEATHER ARMORY EMERGENCY SHELTER
AGREEMENT WITH
Mercy House Transitional Living Centers, Inc.

FY 2008-2009

Included in the Agreement are the following
contract exhibits for Contract # 122:

- Exhibit A- Scope of Work
- Exhibit B – Budget
- Exhibit C – Proposal
- Exhibit D – Model License Agreement

COUNTY OF ORANGE
HOUSING AND COMMUNITY SERVICES DEPARTMENT
GENERAL FUND/PUBLIC SERVICES
(Contract Term July 1, 2008 through June 30, 2009)

TITLE OF PROJECT: Cold Weather Armory Emergency Shelter Program

This agreement, hereinafter referred to as "CONTRACT," is entered into on _____

BY AND BETWEEN
Mercy House Transitional Living Centers, Inc,
a non-profit organization, in the State of
California, and hereinafter referred to as
"CONTRACTOR,"

AND
COUNTY OF ORANGE, a political subdivision
of the State of California hereinafter
referred to as "COUNTY."

RECITALS

This CONTRACT is made with reference to the following facts, among others:

WHEREAS, the COUNTY has designated general fund monies for the purpose of
funding projects serving low and moderate income clientele; and

WHEREAS, COUNTY approved an allocation of \$485,000 (Four Hundred Eighty-
Five Thousand Dollars and 00 Cents) in project funding to CONTRACTOR for the
period July 1, 2008 through June 30, 2009;

NOW, THEREFORE, the parties enter into the following:

1 I. CONTRACT FORM

2 This CONTRACT consists of:

- 3 A. The following provisions;
- 4 B. Applicable State and County laws and regulations;
- 5 C. The SCOPE OF WORK, attached as Exhibit A, which is incorporated as if
6 fully set forth herein; and,
- 7 D. The Budget, attached as Exhibit B, which is incorporated as if fully set
8 forth herein.
- 9 E. The Request for Proposal (RFP) application from CONTRACTOR, attached
10 as Exhibit C, which is incorporated as if fully set forth herein.
- 11 F. The California National Guard License Agreement, attached as Exhibit D,
12 which is incorporated as if fully set forth herein.

13 II. DEFINITIONS

14 For the purposes of this CONTRACT the following definitions shall apply:

- 15 A. HOUSING AND COMMUNITY SERVICES DEPARTMENT (HCS): COUNTY
16 department designated as the Lead Agency for the development and implementation
17 of County of Orange Cold Weather Armory Emergency Shelter Program.
- 18 B. DIRECTOR: Director of the Orange County Housing and Community
19 Services Department, or designee.
- 20 C. GRANTEE PERFORMANCE REPORT (GPR) INFORMATION FORM: A project
21 activity data document provided by COUNTY to CONTRACTOR used to monitor and
22 track the performance of CONTRACTOR.
- 23 D. Client Management Information System (CMIS) is a system for tracking
24 the use of homeless programs and producing an unduplicated count of the people
25 using those programs.
- 26 E. HOUSING AND COMMUNITY SERVICES (HCS) POLICY ON
27 DOCUMENTING CONTRACTOR COSTS: A COUNTY document setting policies regarding
28 types of documentation required to support the costs incurred and paid (including but
29 not limited to copies of paid invoices, payroll registers, bank statements, etc.).
- 30 F. PROGRAM: Activities associated with the Cold Weather Armory Program
31 as identified herein, and funded through COUNTY general funds.
- 32 G. EQUIPMENT: Tangible, non-expendable, personal property having a
33 useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

1 H. SUBSTANTIAL AMENDMENT: The COUNTY will consider a change in
2 project scope as a "substantial amendment" under the following circumstances:

3 1. COUNTY or CONTRACTOR decides not to carry out an activity
4 described in the SCOPE OF SERVICES or SCOPE OF WORK;

5 2. COUNTY or CONTRACTOR carries out an activity not described in
6 the SCOPE OF SERVICES or SCOPE OF WORK;

7 3. COUNTY or CONTRACTOR changes the purpose, scope, location or
8 beneficiaries of an activity;

9 4. COUNTY or CONTRACTOR changes the use of general funds from
10 one eligible activity to another.

11 III. TERM AND TERMINATION

12 A. Termination: In addition to any other remedies or rights it may have by
13 law, COUNTY has the right to terminate this CONTRACT without penalty immediately
14 with cause or after 30 days' written notice without cause, unless otherwise specified.
15 Cause shall be defined as any breach of contract, any misrepresentation or fraud on
16 the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the
17 CONTRACT shall relieve COUNTY of all further obligation.

18 B. Fiscal Appropriations: This CONTRACT is subject to and contingent upon
19 applicable budgetary appropriations being made by the COUNTY of Orange Board of
20 Supervisors for each year during the term of this CONTRACT. If such appropriations
21 are not forthcoming, the CONTRACT will be terminated without penalty.
22 CONTRACTOR acknowledges that funding or portions of funding for this CONTRACT
23 may also be contingent upon the receipt of funds from, and/or appropriation of funds
24 by, the State of California to COUNTY. If such funding and/or appropriations are not
25 forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify
26 this CONTRACT without penalty.

27 C. Eligible costs related to services provided by CONTRACTOR must be
28 incurred during the period beginning July 1, 2008 through June 30, 2009. The
29 PROJECT shall be completed and all funds provided through this CONTRACT shall be
30 expended on eligible project activities prior to June 30, 2009. The term of this
31 CONTRACT may not be extended. Upon termination of this CONTRACT, COUNTY
32 will reallocate any unused balance of funds for reallocation to other COUNTY
33 approved projects.

1 D. The term of this CONTRACT is from July 1, 2008 through June 30, 2009.
2 Upon satisfactory performance by CONTRACTOR, the COUNTY may extend this
3 Agreement for 3 additional one year terms.

4 E. Prior to and at the effective date of the termination of this CONTRACT,
5 CONTRACTOR shall cooperate with the COUNTY in transition of the operation of the
6 Program and Services to the COUNTY or COUNTY designated contractor or operator
7 in order to effectuate an orderly and systematic transition of CONTRACTOR's duties
8 and activities under this CONTRACT.

9 F. Upon termination of this CONTRACT, CONTRACTOR shall forthwith
10 deliver to the COUNTY such contracts, documents, papers, and records pertaining to
11 the Program or to this CONTRACT as may be reasonably requested, and furnish all
12 such information and take all such action as shall be reasonably necessary. The
13 accounting records, even if housed at the office of the CONTRACTOR, shall be
14 considered to be official records of the Program. CONTRACTOR shall retain for five
15 (5) years copies of Program records and other pertinent documents and shall provide
16 the COUNTY with a final accounting of all records relating to this CONTRACT no later
17 than thirty (30) days after termination.

18 G. In the event that this CONTRACT is terminated by either Party, the
19 CONTRACTOR further agrees to turn over its CONTRACT and all funds allocated to the
20 Program to COUNTY or the COUNTY's designated new operator of the Program in
21 order to effectuate an orderly and systematic transition. If federal, State or local
22 funding agencies prohibit the transfer of funds, CONTRACTOR agrees to work with
23 COUNTY and newly selected operator to use all funds for payment of expenses
24 associated with program operator.

25 H. Furthermore, if CONTRACTOR or COUNTY terminates this CONTRACT,
26 CONTRACTOR agrees to turn over any remaining General Funds Dollars, equipment,
27 and records to COUNTY pursuant to the requirements as further defined in Section
28 VI. Paragraph K of this CONTRACT and Exhibit A Section 8, and Section 18, attached.

29 I. Default in Terms of the CONTRACT by CONTRACTOR:
30 The occurrence of any one or more of the following events shall constitute a default
31 hereunder by CONTRACTOR:

32 (1). The abandonment or vacation of the Program (and of the duties
33 set forth in this CONTRACT) by CONTRACTOR;

1 (2). The failure by CONTRACTOR to make any payment of any sum (or
2 sum required to be deposited under Exhibit A Section 6 or Section 8) payable
3 hereunder by CONTRACTOR, as and when due, where such failure shall continue for a
4 period of thirty (30) days after written notice thereof from COUNTY to CONTRACTOR,
5 or the failure of the CONTRACTOR to properly document any sums collected under
6 Exhibit A Section 8;

7 (3). The failure or inability by CONTRACTOR to observe or perform
8 any of the provisions of this CONTRACT to be observed or performed by
9 CONTRACTOR, other than specified in (1) or (2) above, where such failure shall
10 continue for a period of ten (10) days after written notice thereof from COUNTY to
11 CONTRACTOR; provided, however, that if the nature of such failure is such that it can
12 be cured by CONTRACTOR, but that more than ten (10) days are reasonable required
13 for its cure (for any reason other than financial inability), then CONTRACTOR shall
14 not be deemed to be in default if CONTRACTOR shall commence such cure within said
15 ten (10) days, and thereafter diligently prosecutes such cure to completion.

16 J. In the event of any default by CONTRACTOR, then, in addition to any
17 other remedies available to the COUNTY at law or in equity, COUNTY may exercise
18 the following remedies:

19 (1) COUNTY may terminate this CONTRACT and all rights of
20 CONTRACTOR hereunder without penalty immediately by giving written notice of
21 such termination to CONTRACTOR. In the event that COUNTY shall so elect to
22 terminate this CONTRACT, then COUNTY may recover from CONTRACTOR any
23 amount which COUNTY may by law hereafter be permitted to recover from
24 CONTRACTOR.

25 K. Nothing in this Section shall be deemed to affect CONTRACTOR's
26 indemnity of COUNTY's liability or liabilities based upon occurrences prior to the
27 termination of this CONTRACT for personal injuries or property damage under the
28 indemnification clause or clauses contained in this CONTRACT.

29 IV. AMENDMENTS

30 A. COUNTY, through its DIRECTOR, or designee without further action by
31 the COUNTY's Board of Supervisors (hereinafter referred to as "BOARD") and
32 CONTRACTOR may by mutual agreement amend this CONTRACT and/or incorporated
33 CONTRACTOR SCOPE OF SERVICES, at any time, up to 45 (forty-five) days prior to

1 CONTRACT expiration, provided that the proposed action is not a Substantial
2 Amendment as defined in Section II.H., any such amendment makes specific
3 reference to this CONTRACT, is executed in writing, signed by a duly authorized
4 representative of the CONTRACTOR's organization, and complies with state law and
5 COUNTY policy in regard to valid signature authority. CONTRACTOR's written request
6 to amend must include a revised budget for funds being extended, if that budget is
7 different in scope from the originally agreed upon CONTRACTOR SCOPE OF
8 SERVICES. CONTRACTOR must also comply with the reporting requirements outlined
9 in Section VII.B. herein. Such amendment shall not invalidate this CONTRACT, nor
10 relieve or release COUNTY or CONTRACTOR from their respective obligations under
11 this CONTRACT. Any proposed amendment to this CONTRACT shall be submitted to
12 DIRECTOR or designee and approved by DIRECTOR in writing prior to
13 commencement of any activity covered by said amendment.

14 B. CONTRACTOR agrees that COUNTY may, at its sole discretion, amend
15 this CONTRACT to conform to federal, state or local governmental guidelines,
16 policies, and available funding amounts.

17 C. If any amendment results in a change in the funding amount,
18 CONTRACTOR SCOPE OF SERVICES, or schedule of activities to be undertaken as
19 part of this CONTRACT, such modifications will be incorporated only by written
20 amendment executed by DIRECTOR and CONTRACTOR.

21 V. PAYMENTS

22 A. Funds from COUNTY to CONTRACTOR shall be disbursed subsequent to
23 availability of funds from COUNTY.

24 B. Funds shall not be disbursed for any costs incurred prior to the
25 certification by COUNTY of Certificate(s) of Insurance and environmental compliance,
26 as further defined in Section VI of this CONTRACT. Additionally, no funds shall be
27 disbursed prior to submittal of all documentation, as required by this CONTRACT, to
28 COUNTY with each invoice package/request for payment.

29 C. CONTRACT Amount

30 It is expressly agreed and understood that the total amount to be paid
31 by COUNTY under this CONTRACT shall not exceed \$485,000. Furthermore,
32 reimbursement for the payment of eligible expenses shall be made in accordance
33 with the budget specified in Section VII.H. BUDGET.

1 D. Payment of PROGRAM Activities

2 1. COUNTY will reimburse CONTRACTOR for eligible program-related
3 costs only. CONTRACTOR shall submit requests for reimbursement to COUNTY on a
4 monthly basis beginning on July 1, 2008, and must provide adequate documentation
5 as required by COUNTY in accordance with the COUNTY's Housing and Community
6 Services Department, (hereinafter referred to as "HCS") Policy for Documenting
7 CONTRACTOR Costs. In addition, CONTRACTOR will provide a progress performance
8 report (i.e. Grantee Performance Report hereinafter referred to as "GPR" Information
9 Form) for the time period covered, as prescribed by COUNTY. Failure to provide any
10 of the required documentation and reporting will cause COUNTY to withhold all or a
11 portion of a request for reimbursement, or return the entire reimbursement package
12 to CONTRACTOR, until such documentation and reporting has been received and
13 approved by COUNTY.

14 2. If CONTRACTOR has no request for reimbursement during any
15 month during the term of this CONTRACT, a GPR, including an explanation as to why
16 no invoices were being processed, shall be required in lieu of a request for
17 reimbursement.

18 3. CONTRACTOR will be responsible to collect and enter surveys into
19 the on-line CMIS database for the period in which reimbursement is requested. If no
20 monthly reimbursements are requested surveys collected during previous month
21 must be processed by the 10th of the following month and GPR submitted by the 15th.

22 4. CONTRACTOR will have thirty (30) days following the close of the
23 Armory Program to submit outstanding invoices for reimbursement of eligible costs
24 incurred during the CONTRACT period. After the thirty (30) day period for submitting
25 invoices has expired, the remaining balance under this CONTRACT shall be
26 reallocated by COUNTY for other program purposes and CONTRACTOR shall be
27 ineligible for any further reimbursement.

28 E. Cash Advance

29 Definition: A one-time, lump sum of funds advanced to CONTRACTOR,
30 at the discretion of Director, providing CONTRACTOR demonstrates an urgent need
31 for funds and meets certain requirements, as specified below.

32 Provisions: If CONTRACTOR satisfactorily demonstrates that it shall
33 incur costs prior to the effective date of this CONTRACT:

1 1. DIRECTOR may authorize a one-time cash advance to
2 CONTRACTOR, which shall be deducted from the first reimbursement request,
3 providing the following provisions are met:

4 a. CONTRACTOR provides the following documentation
5 to COUNTY to demonstrate that the CONTRACTOR will not be able to pay incurred
6 costs without funds being advanced:

7 i. Letter signed by an authorized representative of
8 CONTRACTOR

9 ii. Printed on official stationary/letterhead of
10 CONTRACTOR

11 iii. Written request must include reasonable
12 justification for the cash advance, including attached documentation supporting the
13 urgent need for a cash advance.

14 b. CONTRACTOR certifies that upon receipt of cash
15 advance, monies will be disbursed within the first invoice submittal period, unless
16 otherwise approved by COUNTY. First invoice submittal is due within 45 days of
17 issuance of cash advance.

18 2. CONTRACTOR shall be allowed only one (1) cash advance during
19 the full term of this contract, including extensions thereof.

20 VI. GENERAL ADMINISTRATION

21 A. CONTRACTOR shall provide the oversight, administration and project
22 management necessary to accomplish all contracted activities in a timely manner.
23 CONTRACTOR also agrees to comply with all applicable federal, State and local laws
24 and regulations governing the funds provided under this CONTRACT.

25 B. Independent Contractor

26 Nothing contained in this CONTRACT is intended to, or shall be
27 construed in any manner, as creating or establishing the relationship of
28 employer/employee between the parties. CONTRACTOR and its subcontractors shall
29 at all times remain independent contractors with respect to the services to be
30 performed under this CONTRACT. COUNTY shall be exempt from payment of any
31 Unemployment Compensation, FICA, retirement, life and/or medical insurance and
32 Workers' Compensation Insurance as CONTRACTOR and its subcontractors are
33 independent contractors.

1 C. Hold Harmless

2 CONTRACTOR agrees to indemnify, defend with counsel approved in
3 writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers,
4 employees, agents and those special districts and agencies of which COUNTY's Board
5 of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
6 any claims, demands or liability of any kind or nature, including but not limited to
7 personal injury or property damage, arising from or related to the services, products
8 or other performance provided by CONTRACTOR pursuant to this CONTRACT. If
9 judgment is entered against CONTRACTOR and COUNTY by a court of competent
10 jurisdiction because of the concurrent active negligence of COUNTY or COUNTY
11 INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as
12 determined by the court. Neither part shall request a jury apportionment.

13 D. Assignability

14 CONTRACTOR shall not assign or transfer any interest in this CONTRACT
15 without the prior written consent of COUNTY.

16 E. Subcontracts

17 1. CONTRACTOR shall assume responsibility for all subcontracted
18 services to assure CONTRACT compliance.

19 2. CONTRACTOR shall cause all of the provisions of this CONTRACT
20 in its entirety to be included in and made a part of any subcontract executed in the
21 performance of this CONTRACT.

22 3. CONTRACTOR shall monitor all subcontracted services on a
23 quarterly basis to assure CONTRACT compliance. Results of said monitoring efforts
24 shall be summarized in written form, and supported with documented evidence of
25 follow-up action(s) to correct any area(s) of CONTRACT non-compliance.
26 Documentation shall be made available for periodic monitoring by representatives of
27 COUNTY.

28 F. Insurance

29 Prior to the provision of services under this contract, the CONTRACTOR agrees
30 to purchase all required insurance at CONTRACTOR'S expense and to deposit with the
31 County Certificates of Insurance, including all endorsements required herein,
32 necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT
33 have been complied with and to keep such insurance coverage and the certificates

1 therefore on deposit with the COUNTY during the entire term of this CONTRACT. In
 2 addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to
 3 this CONTRACT shall obtain insurance subject to the same terms and conditions as
 4 set forth herein for contractor.

5 All insurance policies required by this CONTRACT shall declare any deductible or self-
 6 insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile
 7 liability), which shall specifically be approved by the County Executive Office
 8 (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for
 9 reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs)
 10 or deductibles shall be clearly stated on the Certificate of Insurance.

11 If the CONTRACTOR fails to maintain insurance acceptable to the County for the full
 12 term of this contract, the County may terminate this CONTRACT.

13 **Qualified Insurer**

14 The policy or policies of insurance must be issued by an insurer licensed to do
 15 business in the state of California (California Admitted Carrier).

16 Minimum insurance company ratings as determined by the most current edition of
 17 the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**
 18 shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

19 If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk
 20 Management retains the right to approve or reject carrier after a review of the
 21 company's performance and financial ratings.

22 The policy or policies of insurance maintained by the CONTRACTOR shall provide the
 23 minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
24 Commercial General Liability with broad form 25 property damage and contractual liability	\$1,000,000 combined single 26 limit per occurrence 27 \$2,000,000 aggregate
28 Automobile Liability including coverage 29 for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
30 Workers' Compensation	Statutory
31 Employers' Liability Insurance	\$1,000,000 per occurrence
32 Professional Liability Insurance	\$1,000,000 per claims made 33 or per occurrence

1 Sexual Misconduct Liability \$1,000,000 per occurrence

2 All liability insurance, except Professional Liability, required by this CONTRACT shall
3 be at least \$1,000,000 combined single limit per occurrence. Professional Liability
4 may also be provided on a "Claims Made" basis. The minimum aggregate limit for
5 the Commercial General Liability policy shall be \$2,000,000.

6 The County of Orange shall be added as an additional insured on all insurance
7 policies required by this CONTRACT with respect to work done by the contractor
8 under the terms of this CONTRACT (except Workers' Compensation/Employers'
9 Liability and Professional Liability). An additional insured endorsement evidencing
10 that the County of Orange is an additional insured shall accompany the Certificate of
11 Insurance.

12 All insurance policies required by this CONTRACT shall be primary insurance, and any
13 insurance maintained by the County of Orange shall be excess and non-contributing
14 with insurance provided by these policies. An endorsement evidencing that the
15 contractor's insurance is primary and non-contributing shall specifically accompany
16 the Certificate of Insurance for the Commercial General Liability and Sexual
17 Misconduct Liability.

18 All insurance policies required by this CONTRACT shall give the County of Orange 30
19 days notice in the event of cancellation. This shall be evidenced by an endorsement
20 separate from the Certificate of Insurance. In addition, the cancellation clause must
21 include language as follows, which edits the pre-printed ACORD certificate:

22 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
23 EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30
24 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT
25 FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF
26 ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.

27 All insurance policies required by this CONTRACT shall waive all rights of subrogation
28 against the County of Orange and members of the Board of Supervisors, its elected
29 and appointed officials, officers, agents and employees when acting within the scope
30 of their appointment or employment.

31 If CONTRACTOR'S Professional Liability policy is a "claims made" policy,
32 CONTRACTOR shall agree to maintain professional liability coverage for two years
33 following completion of CONTRACT.

1 The Commercial General Liability policy shall contain a severability of interests
2 clause.

3 The CONTRACTOR is aware of the provisions of Section 3700 of the California Labor
4 Code which requires every employer to be insured against liability for Workers'
5 Compensation or be self-insured in accordance with provisions of that code. The
6 CONTRACTOR will comply with such provisions and shall furnish the COUNTY
7 satisfactory evidence that the CONTRACTOR has secured, for the period of this
8 contract, statutory Workers' Compensation insurance and Employers' Liability
9 insurance with minimum limits of \$1,000,000 per occurrence.

10 Insurance certificates should be forwarded to the agency/department address listed
11 on the solicitation.

12 If the CONTRACTOR fails to provide the insurance certificates and endorsements
13 within seven days of notification by CEO/Purchasing or the agency/department
14 purchasing division, award may be made to the next qualified vendor.

15 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
16 insurance of any of the above insurance types throughout the term of this
17 CONTRACT. Any increase or decrease in insurance will be as deemed by County of
18 Orange Risk Manager as appropriate to adequately protect COUNTY.

19 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
20 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of
21 insurance and endorsements with County incorporating such changes within thirty
22 days of receipt of such notice, this CONTRACT may be in breach without further
23 notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

24 The procuring of such required policy or policies of insurance shall not be construed
25 to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions
26 and requirements of this CONTRACT.

27 The County of Orange Certificate of Insurance and the Special Endorsement for the
28 County of Orange can be utilized to verify compliance with the above-mentioned
29 insurance requirements in place of commercial insurance certificates and
30 endorsements.

31 Insurance information shall be submitted to:
32 County Of Orange
33 HCS/Homeless Prevention Division
34 1300 South Grand Avenue, 2nd Floor, Building B

1 Santa Ana, California 92705

2 G. Grantor Recognition

3 CONTRACTOR shall insure recognition of the role of the grantor agency
4 in providing services through this CONTRACT. All activities, facilities and items
5 utilized pursuant to this CONTRACT shall be prominently identified as COUNTY-
6 supported. In addition, CONTRACTOR will include a reference to the support
7 provided herein in all publications made possible with funds made available under
8 this CONTRACT. CONTRACTOR will retain documentation of such recognition, which
9 shall be available for periodic monitoring by representatives of COUNTY.

10 H. Records to be Maintained

11 CONTRACTOR shall maintain all records that are pertinent to the
12 activities to be funded under this CONTRACT. Such records shall include, but not be
13 limited to:

- 14 1. Records providing a full description of each activity undertaken;
15 2. Financial records;
16 3. Records providing income and ethnicity of each beneficiary of the
17 activity being undertaken.

18 I. Retention

19 CONTRACTOR shall retain all records pertinent to expenditures incurred
20 under this CONTRACT for a period of five (5) years after the termination of all
21 activities funded under this CONTRACT. Records for non-expendable property
22 acquired with funds under this CONTRACT shall be retained for five (5) years after
23 final disposition of such property.

24 J. Client Data

25 1. CONTRACTOR shall maintain client data demonstrating client
26 eligibility for services provided for a period of five (5) years after the termination of
27 all activities funded under this CONTRACT, or after the resolution of all COUNTY audit
28 findings, whichever occurs later. Such data shall be consistent and include, but not
29 be limited to, client name, previous address, age, ethnic background, verifiable
30 income level, if any, and description of service provided. Such information shall be
31 made available to COUNTY monitors, or their designees, for review upon request.

32 K. Close-Out

33 CONTRACTOR's obligation to COUNTY shall not end until all close-out

1 requirements are completed. Activities during this close-out period shall be
2 completed in accordance with COUNTY procedures, and shall include, but are not
3 limited to: making final payments; submitting final invoice(s) report(s) by June 30,
4 2009 in accordance with the requirements above, and documentation; disposing of
5 program assets (including the return of all unused materials and equipment);
6 remitting receivable accounts to COUNTY, and determining the custodianship of
7 records.

8 VII. PERFORMANCE

9 A. CONTRACTOR shall comply with all applicable regulations, concerning
10 administrative requirements and maintain records as to services provided and total
11 number of persons served through the PROJECT. Such information shall be available
12 for periodic monitoring by representatives of COUNTY and shall be submitted by
13 CONTRACTOR in report form to COUNTY by dates specified by COUNTY.

14 B. CONTRACTOR shall complete and submit a Grantee Performance Report
15 (GPR) in support of all requests for reimbursement. Said GPR shall consist of a
16 cumulative report of project-related accomplishments relative to CONTRACTOR
17 SCOPE OF SERVICES for the subject quarter. If at any time during the term of this
18 CONTRACT CONTRACTOR has no activity occur during any month, CONTRACTOR
19 shall prepare and submit to COUNTY a monthly GPR, regardless of actual activity.

20 C. CONTRACTOR acknowledges that the GPR Form is a monitoring tool that
21 will be reviewed and evaluated to determine CONTRACTOR's level of performance
22 relative to this CONTRACT.

23 D. CONTRACTOR shall complete and submit a Year-End GPR Information
24 Form by June 15, 2009; prior to the end of the fiscal year this CONTRACT is in effect.

25 E. Should the activity being funded through this CONTRACT be completed,
26 cancelled or terminated prior to the termination date set forth herein in Section III.
27 D., CONTRACTOR shall complete and submit a Mid-Year End Grantee Performance
28 Report at the time of the completion, cancellation or termination. Said GPR
29 Information Form shall consist of a cumulative reporting of project-related
30 expenditure and accomplishments relative to the CONTRACTOR SCOPE OF SERVICES.
31 If activity funded through this CONTRACT is completed, or if funds allocated through
32 this CONTRACT are fully expended, prior to end of CONTRACT term, CONTRACTOR
33 must continue to serve its clients for the entire term of this CONTRACT.

1 F. CONTRACTOR shall submit all requested data and monitor program
2 accountability and progress in accordance with COUNTY requirements, in the format
3 and at the time designated by COUNTY.

4 G. SCOPE OF SERVICES

5 1. Activities

6 CONTRACTOR will be responsible for administering project funded with
7 General Funds, and described as follows, in a manner satisfactory to the COUNTY and
8 consistent with any standards required as a condition of providing these funds

9 2. Project Description

10 Funds will be used to provide support services for homeless clients
11 utilizing National Guard Armories and alternate sites within Orange County during the
12 cold weather shelter program by providing shelter, staff, transportation, security,
13 meals, insurance, and other related operating costs and expanded supportive
14 services.

15 3. In addition to the normal administrative services required as part
16 of this CONTRACT, and the SCOPE OF WORK, attached as Exhibit A, which is
17 incorporated as if fully set herein, the CONTRACTOR agrees to meet the following
18 level(s) of accomplishment:

19 Scope of Services

20 Use of Funds

21 Support Services and Operations of Homeless Facilities

22 Level of Accomplishment

23 149 days of Shelter Operation

24 1,500 Unduplicated Clients

25 46,700 Bed Nights

26 H. BUDGET

27 1. This CONTRACT is in an amount not to exceed \$485,000 (Four
28 Hundred Eighty-Five Thousand Dollars and 00 Cents).

29 2. Funds are to be used to fill gaps in other funding shortfalls to
30 include, but not limited to: operations, salaries and benefits, transportation,
31 security, food, insurance costs, equipment and supplies, maintenance and other
32 operating costs and support services. Other funding sources may include, but are not
33 limited to: County of Orange Housing Support Services (HSS) funds, Federal

1 Emergency Management Agency Emergency Food and Shelter Program (FEMA EFSP)
2 funds, State of California Emergency Housing and Assistance Program (EHAP) funds,
3 Federal Emergency Shelter Grant (ESG) funds, etc.

4 3. Project Funding Budget

5 a. The subject proposal will be financed under this CONTRACT
6 as follows:

7 Operations, Support Services, Salaries and Benefits \$485,000

8 CONTRACT Total \$485,000

9 b. Funds shall be used for the following items:

10 Costs relating to operations, salaries and benefits, transportation, security, food,
11 insurance, equipment and supplies, maintenance, and other related operating costs
12 and support services. Members of CONTRACTOR's Board of Directors will serve in a
13 voluntary capacity and receive no compensation, other than reimbursement for
14 expenses, for their services. Under no circumstances will compensation for staff of
15 CONTRACTOR exceed 45 percent of overall funding from all sources, other than
16 reimbursement for expenses.

17 c. Upon written request by CONTRACTOR and written
18 approval by the DIRECTOR, or designee, compensation may be reallocated to
19 address any costs incurred for previously unbudgeted uses eligible under the
20 applicable COUNTY guidelines.

21 d. Prior to final payment by County, reimbursement for the
22 cost associated with the National Guard License Agreement, attached as Exhibit D,
23 and incorporated herein by reference, for rent of the program and the cost of the
24 Orange County Sheriff Department for food and laundry services will be held until it
25 is determined that the cost for these services have been paid in full.

26 VIII. PERFORMANCE MONITORING

27 A. Performance monitoring of CONTRACTOR by COUNTY shall consist of
28 requested and/or required written reporting, as well as onsite monitoring by COUNTY
29 representatives.

30 B. COUNTY shall periodically evaluate CONTRACTOR's progress in
31 complying with the terms of this CONTRACT. CONTRACTOR shall cooperate fully
32 during such monitoring. COUNTY shall report the findings of each monitoring to
33 CONTRACTOR.

1 C. COUNTY will monitor the performance of CONTRACTOR against goals,
2 outcomes, milestones and performance standards required herein. Substandard
3 performance, as determined by COUNTY, will constitute non-compliance with this
4 CONTRACT. If action to correct such substandard performance is not taken by
5 CONTRACTOR within the time period specified by COUNTY, payment(s) will be denied
6 in accordance with the provisions contained in Section V of this CONTRACT.

7 IX. AUDITS

8 COUNTY retains the authority to require CONTRACTOR to submit an audit at
9 CONTRACTOR's expense. CONTRACTOR shall cause an audit to be prepared by a
10 Certified Public Accountant (CPA) who is a member in good standing with the
11 American Institute of Certified Public Accountants (AICPA) or the California Society of
12 CPA's. The audit must be performed in accordance with Generally Accepted Auditing
13 Standards (GAAS) authorized by the AICPA laws and regulations governing the
14 programs in which it participates. CONTRACTOR will be required to identify
15 corrective action taken in response to any findings identified by CPA related to their
16 funded activity or program.

17 CONTRACTOR shall submit two (2) copies of such audit report, including a
18 copy of the management letter, to COUNTY within six (6) months of the end of this
19 CONTRACT year in which CONTRACTOR has received COUNTY funding (i.e. July 1,
20 2008 through June 30, 2009). Failure to meet this requirement may result in
21 COUNTY denying reimbursement of funds to CONTRACTOR. CONTRACTORS which
22 are exempt from statutory audit requirements shall maintain records which are
23 available for review by COUNTY officials. CONTRACTOR acknowledges that any and
24 all "Financial Statements" submitted to COUNTY pursuant to this CONTRACT become
25 Public Records and are subject to public inspection pursuant to Sec.6250 et seq. of
26 the California Government Code.

27 X. GENERAL ADMINISTRATIVE REQUIREMENTS

28 A. Civil Rights

29 1. Compliance

30 CONTRACTOR agrees to comply with Title VI of the Civil Rights
31 Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended,
32 Section 109 of the Title I of the Housing and Community Development Act of 1974,
33 Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of

1 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive
2 Order 11246, as amended by Executive Orders 11375 and 12086.

3 2. Nondiscrimination

4 CONTRACTOR shall not discriminate against any employee or
5 applicant for employment because of race, color, creed, religion, ancestry, national
6 origin, sex, disability or other handicap, age, marital status, or status with regard to
7 public assistance. CONTRACTOR will take affirmative action to insure that all
8 employment practices are free from hiring, upgrading, demotion, transfer,
9 recruitment or recruitment advertising, layoff, and termination discrimination. Such
10 employment practices include but are not limited to the following: rates of pay or
11 other forms of compensation, and selection for training, including apprenticeship.
12 CONTRACTOR agrees to post in conspicuous places, available to employees and
13 applicants for employment, notices to be provided by the contracting agency setting
14 forth the provisions of this nondiscrimination clause.

15 B. Drug-Free Workplace

16 CONTRACTOR shall continue to provide a drug free workplace by:

17 1. Publishing a statement notifying employees that the unlawful
18 manufacture, distribution, dispensing, possession, or use of a controlled substance is
19 prohibited in the CONTRACTOR's workplace and specifying the actions that will be
20 taken against employees for violation of such prohibition;

21 2. Establishing an ongoing drug-free awareness program to inform
22 employees about:

- 23 a. The dangers of drug abuse in the workplace;
- 24 b. The CONTRACTOR's policy of maintaining a drug-free
25 workplace;
- 26 c. Any available drug counseling, rehabilitation, and employee
27 assistance programs;
- 28 d. The penalties that may be imposed upon employees for
29 drug abuse violations occurring in the workplace;

30 3. Making it a requirement that each employee engaged in the
31 performance of the grant be given a copy of the statement required by paragraph
32 B.1;

33 4. Notifying each employee in the statement required by paragraph

1 B.1. that, as a condition of employment under the grant, the employee will:

2 a. Abide by the terms of the statement;

3 b. Notify the employer in writing of his or her conviction for a
4 violation of a criminal drug statute occurring in the workplace, no later than five
5 calendar days after such conviction;

6 5. Notifying COUNTY in writing, within ten calendar days after
7 receiving such notice as stated under paragraph B.4 (b) from an employee or
8 otherwise receiving actual notice of such conviction. Employers of convicted
9 employees must provide notice, including position title, to every grant officer or other
10 designee on whose grant activity the convicted employee was working, unless
11 COUNTY has designated a central point for the receipt of such notices. Notice shall
12 include the identification number(s) of each affected grant; and,

13 6. Taking one of the following actions, within thirty (30) calendar
14 days of receiving notice, as stated under paragraph B.4 (b), with respect to any
15 employee who is so convicted:

16 a. Taking appropriate personnel action against such an
17 employee, up to and including termination, consistent with the requirements of the
18 Rehabilitation Act of 1973, as amended; or,

19 b. Requiring such employee to participate satisfactorily in a
20 drug abuse assistance or rehabilitation program for such purposes by a Federal,
21 State, local health, law enforcement, or other appropriate agency.

22 C. Americans with Disabilities Act

23 CONTRACTOR agrees to comply with any federal regulations issued
24 pursuant to compliance with the Americans with Disabilities Act which prohibits
25 discrimination and ensures equal opportunity for persons with disabilities in
26 employment, State and local government services and public accommodations.

27 D. Employment Restrictions

28 1. OSHA

29 Where employees are engaged in activities not covered under the
30 Occupational Safety and Health Act of 1970, they shall not be required or permitted
31 to work, be trained, or receive services in buildings or surroundings or under working
32 conditions which are unsanitary, hazardous or dangerous to the participants' health
33 or safety.

1 2. Conflict of Interest

2 CONTRACTOR agrees to abide by all applicable provisions with
3 respect to conflicts of interest, and agrees that it presently has no financial interest
4 and shall not acquire any financial interest, direct or indirect, which would conflict in
5 any manner or degree with the performance of services required under this
6 CONTRACT. CONTRACTOR further agrees that in the performance of this CONTRACT
7 no person having such a financial interest shall be employed or retained by
8 CONTRACTOR hereunder. These conflict of interest provisions apply to any person
9 who is an employee, agent, consultant, officer, or elected official or appointed official
10 of CONTRACTOR or any designated public agencies which are receiving funds under
11 the COUNTY program.

12 3. Employee Eligibility Verification

13 The CONTRACTOR warrants that it fully complies with all Federal
14 and State statutes and regulations regarding the employment of aliens and others
15 and that all its employees performing work under this Contract meet the citizenship
16 or alien status requirement set forth in Federal statutes and regulations. The
17 CONTRACTOR shall obtain, from all employees performing work hereunder, all
18 verification and other documentation of employment eligibility status required by
19 Federal or State statutes and regulations including, but not limited to, the
20 Immigration Reform and Control Act of 1986, 8 U.S.C. 1324 et seq., as they
21 currently exist and as they may be hereafter amended. The CONTRACTOR shall
22 retain all such documentation for all covered employees for the period prescribed by
23 the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing
24 by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees
25 from employer sanctions and any other liability which may be assessed against the
26 CONTRACTOR or the COUNTY or both in connection with any alleged violation of any
27 Federal or State statutes or regulations pertaining to the eligibility for employment of
28 any persons performing work under this Contract.

29 E. Copyright

30 If this CONTRACT results in any copyrightable material, COUNTY
31 reserves the right to royalty-free, non-exclusive, and irrevocable license to
32 reproduce, publish or otherwise use and to authorize others to use, the work (i.e.,
33 photographs and the like) for government purposes.

1 F. Non-Profit Status

2 CONTRACTOR certifies that:

3 1. CONTRACTOR hereby attests that as of the date of the execution
4 of this CONTRACT and throughout the CONTRACT term, the CONTRACTOR is a non-
5 profit organization in good standing and in possession of required non-profit status
6 under the United States Internal Revenue Code (for example, 26 U.S.C. Section 501
7 (c)(3)).

8 2. CONTRACTOR hereby agrees to advise the COUNTY within 15
9 days of any change to CONTRACTOR's non-profit status if such occurs at anytime
10 during this CONTRACT.

11 3. If CONTRACTOR is a private nonprofit, CONTRACTOR hereby
12 agrees that members of its Board of Directors will serve in a voluntary capacity and
13 receive no compensation, other than reimbursement for expenses, for their services.

14 XI. NOTICES

15 Any communication with COUNTY and CONTRACTOR concerning this
16 CONTRACT shall be directed as follows:


17 COUNTY: County of Orange
18 HCS/Homeless Prevention Division
19 1300 South Grand Avenue, 2nd Floor, Building B
20 Santa Ana, California 92705


21
22 CONTRACTOR:
23 Mercy House Transitional Living Centers, Inc.
24 P.O. Box 1905
25 Santa Ana, CA 92702
26 Attn: Larry Haynes, Executive Director

1 IN WITNESS WHEREOF, CONTRACTOR has caused this CONTRACT to be
2 executed by its Vice President and its Secretary; COUNTY has caused this CONTRACT
3 to be executed by the Director of the Housing and Community Services Department;
4 all having been duly authorized by the Board of Directors of CONTRACTOR and the
5 Orange County Board of Supervisors, respectively.
6

7 CONTRACTOR:

8 Mercy House Transitional Living Centers, Inc
9 a non-profit organization,
10 in the State of California
11

12 By: 
13 Name: Jon Schrank
14 Title: Vice-President
15 Date: 3/6/08

By: 
Name: Lisa Marcus
Title: Acting Secretary
Date: 3/6/08

16
17 For Contractors/Vendors that are a corporation, signature requirements are as
18 follows:


- 19 1) One signature by the Chairman of the Board, the President or any Vice
20 President, And
21 2) One signature by the Secretary, any Assistant Secretary, the Chief
22 Financial Officer or an Assistant Treasurer. For Contractors/Vendors that are **not a**
23 **corporation**, the person who has authority to bind the Contractor/Vendor to a
24 CONTRACT must sign on one of the lines above.
25
26
27

COUNTY OF ORANGE, a political
subdivision of the State of California

By: _____
Director,
Housing and Community
Services Department

Date: _____

37
38 COUNTY COUNSEL
39 APPROVAL AS TO FORM:

40
41 By: 
42
43 Date: 0 March 2008

MERCY HOUSE TRANSITIONAL LIVING CENTERS, INC.

FY 2008-2009

COLD WEATHER ARMORY EMERGENCY SHELTER PROGRAM
SCOPE OF WORK

**COLD WEATHER ARMORY EMERGENCY SHELTER PROGRAM
SCOPE OF WORK**

1. **APPOINTMENT AND ACCEPTANCE.** The COUNTY designates the CONTRACTOR as the exclusive CONTRACTOR for the management of the Program, and the CONTRACTOR accepts the appointment, subject to the terms and conditions set forth in this CONTRACT. CONTRACTOR hereby agrees to manage the Program in an efficient and satisfactory manner to the best of its ability.
2. **PREMISES.** The property to be managed by the CONTRACTOR under this CONTRACT are State of California National Guard Armories, in Santa Ana and Fullerton consisting of the land, building(s), and other improvements, which are more fully described herein.

CONTRACTOR recognizes that the Premises have been identified as an emergency location in case of disaster. COUNTY and/or State reserves the right to utilize the Premises for needed services in the case of any such disaster, and CONTRACTOR agrees to cooperate in whatever way necessary.

3. **BASIC INFORMATION.** If possible, the COUNTY and/or State will furnish the CONTRACTOR with plans and specifications of the Premises. With the aid of this information and through inspection by competent personnel, the CONTRACTOR will thoroughly familiarize itself with the character, location, construction, layout, plan and operation of the Premises.
4. **CONTRACTOR RESPONSIBILITIES.** The CONTRACTOR shall:
 - A. Operate and manage the Program and provide Services to individuals as set forth herein. In this regard the CONTRACTOR will assess current services being provided, assess what Services are needed, or have been requested, and structure the Services at the Premises accordingly.
 - B. Be responsible for coordinating the space available for Services on the Premises and insure that all programs are scheduled to utilize the Premises in such a way as to insure the maximum benefit to homeless individuals. This may include conducting monthly meetings with COUNTY staff, operators or contractors for Services to manage the schedule, and other appropriate stakeholders.
 - C. Create a Fund Development Plan. As part of this requirement, be responsible for working with the COUNTY and outside sources to insure a funding stream for the Services offered in the Program, including but not limited to HCS/Housing Support Services funds and COUNTY General Funds, as available.

- D. Utilize Community fund raising activities to leverage with non-COUNTY funding sources for development and delivery of Services and as a means to encourage continued Community input and support of the Program activities on the Premises.
- E. Submit to the Director of the Housing and Community Services Department or designee (“Director”), reports summarizing services provided by CONTRACTOR and any other reports that the COUNTY may request.
- F. Submit to Director, by June 30 of each year, a report of the CONTRACTOR’s activities and expenditures for the preceding year. The report shall show how the CONTRACTOR has implemented its service program, shall quantify its provision of services to persons of low income in the Program, shall show the source of funds used for each portion of its program, and shall include an explanation of any variations from the approved budget.
- G. Submit to the Director for the COUNTY’s approval before June 1st of each year during the term of this CONTRACT, budget estimates for the next fiscal year (or partial expenses) including (i) repairs and maintenance; (ii) utilities; (iii) cleaning and janitorial services; (iv) expenditures, if any, for repairs, of the Program; (v) security services; (vi) compensation and related fringe benefits and expenses for personnel; and (vii) other costs and expenses to be incurred in operating the Program; all of which budget estimates shall be in a format approved by the COUNTY and are collectively referred to as the “Annual Budget.”

The COUNTY shall accept or reject the proposed Annual Budget within thirty (30) days after its receipt. If the COUNTY shall reject any proposed Annual Budget submitted by CONTRACTOR as provided above, CONTRACTOR shall submit to the COUNTY for the COUNTY’s approval a new proposed Annual Budget satisfying the COUNTY’s rejection as aforesaid. If the proposed Annual Budget is not approved before the start of the new fiscal year, the CONTRACTOR shall operate, to the extent possible, under the previous year’s Annual Budget.

During the fiscal year (or partial fiscal year) covered by each particular Annual Budget, CONTRACTOR in the performance of its duties as provided in this CONTRACT, shall operate within that Annual Budget as approved by the COUNTY. COUNTY will work with CONTRACTOR to adjust shelter operation days based upon total funds awarded to the Armory Shelter Program (County and non-County funds).

- H. All supportive services are subject to review and written approval by COUNTY prior to scheduling. Prior to implementation of any new program or substantial change to any existing program, obtain written approval for such implementation or substantial change and a written

notice of compliance with any applicable Federal, State and COUNTY regulations from the Director

- I. Cooperate and coordinate with the COUNTY in offering additional services and programs on the Premises.
 - J. Use its best efforts to maintain order, safety and security of the Program at all times including monitoring conduct of all persons on the Premises.
 - K. Provide for the inspection of the entire Premises on a daily basis. COUNTY or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine if the provisions of this CONTRACT are being complied with.
 - L. Cooperate with the COUNTY to the extent necessary to assist in COUNTY and/or State utilizing the Premises as an emergency location in the event of disaster.
 - M. Contractor is responsible to make all lease payments for the utilization of the Santa Ana and Fullerton Armories to the State of California National Guard, or its designee. Furthermore, any and all other lease and/or rent for alternate site locations for the purpose of this Program will be the responsibility of the CONTRACTOR. (See Exhibit D)
 - N. CONTRACTOR shall abide by the terms and conditions of the California National Guard License Agreements CAL NG Form 210-29, and its Addendum. (See Exhibit D)
5. **SERVICE CONTRACTS.** The CONTRACTOR will negotiate any required concession agreements and service contracts as may be necessary from time to time, and will execute the same. If any such contracts shall be in the name of the COUNTY, an authorized COUNTY representative must sign on behalf of the COUNTY. CONTRACTOR may not sign any contracts on behalf of the COUNTY.
6. **ACCOUNTS:** CONTRACTOR shall establish bank accounts for Premises funds, as the HCS Accounting Division may direct the CONTRACTOR, and keep detailed records of any such accounts, pursuant to Section 8, herein.
7. **EMPLOYEES.** This CONTRACT is not one of employment of CONTRACTOR by the COUNTY, but one in which CONTRACTOR is engaged as an independent contractor in the business of managing the Program. The CONTRACTOR does not have the authority to establish an agency relationship or execute agreements or contracts on behalf of the COUNTY. All on-site personnel will be paid, supervised, and discharged through the CONTRACTOR.
8. **RECORDS AND REPORTS.** CONTRACTOR shall maintain accounting records, official files of all details of operations, financial and management activities and programs offered or conducted at the Premises, and other evidence

pertaining to costs incurred in order that the COUNTY may conduct an annual audit of the CONTRACTOR's compliance with this CONTRACT. CONTRACTOR shall make any and all changes and keep as such records as required by the HCS Accounting Division. These records shall be kept available at the CONTRACTOR's office during the term of the CONTRACT and thereafter for five (5) years, or as applicable based on funding sources, from the date of termination of this CONTRACT and shall be accessible by authorized representatives of the COUNTY.

In addition, the CONTRACTOR will have the following responsibilities with respect to records and reports:

- a. The CONTRACTOR will establish and maintain a comprehensive system of records, books, and accounts and any other documentation as required by COUNTY in a manner conforming to the directives of the COUNTY. All records, books, accounts and other documentation will be subject to examination and copying at reasonable hours by any authorized representative of the COUNTY.
 - b. CONTRACTOR shall at all times keep financial records, books, accounts and other financial material relating to the operation of the Premises in a safe condition and accessible to the COUNTY.
 - c. The CONTRACTOR will prepare reports comparing actual and budgeted figures for receipts and disbursements, and will submit each such report to the COUNTY, at COUNTY's request.
 - d. The CONTRACTOR will furnish such information (including occupancy reports) as may be requested by the COUNTY from time to time with respect to the financial, physical, or operational condition of the Premises.
 - e. CONTRACTOR shall provide the COUNTY, along with the report required in Section 4(F), above, a report of any material physical defects in the Premises, including a description of any major repair or maintenance work undertaken in the previous fiscal year or needed in the current fiscal year. Such statement shall describe what steps the CONTRACTOR has taken in order to maintain the Premises in a safe and sanitary condition in accordance with applicable housing and building codes.
9. **BIDS, DISCOUNTS, REBATES, ETC.** The CONTRACTOR will obtain contract materials, supplies and services at the lowest possible costs and on the terms most advantageous to the Premises and secure and credit to the COUNTY all discounts, rebates or commissions obtainable with respect to purchases, services, contracts and other transactions with respect to the Premises. Any contracts purporting to bind the COUNTY must be executed by an authorized representative of the COUNTY.

The CONTRACTOR shall solicit written costs estimates (bids) from at least three contractors or suppliers for any work item which the COUNTY estimates will cost \$2,500 or more and for any contract or ongoing service arrangement which is estimated to exceed \$2,500 per year. The CONTRACTOR agrees to accept the proposal that represents the lowest responsible price taking into account the bidder's reputation for quality of workmanship or materials and timely performance, and the time frame within which the services or goods are needed. The COUNTY, prior to execution of the contracts can exceed one (1) year in length, without prior approval from COUNTY, and contracts over one (1) year shall be terminable without penalty on thirty (30) days notice.

For any contract or ongoing supply or service arrangement obtainable from more than one source and estimated to cost less than \$2,500, the CONTRACTOR shall solicit services, supplies and purchases at the lowest possible estimate obtained. Copies of all required bids and documentation of all other written or verbal costs comparisons made by the CONTRACTOR shall be made part of the CONTRACTOR's records and shall be retained for five (5) years from the date the work was completed. This documentation shall be subject to inspection by the COUNTY or his/her designee and the CONTRACTOR agrees to submit such documentation upon request.

10. **SOCIAL SERVICES PROGRAM.** The CONTRACTOR will be responsible to the COUNTY for carrying out and coordinating any social services program as may be prescribed by the COUNTY or by other interested civil or non-profit organizations within the Community. The CONTRACTOR will be responsible for scheduling such program on the Premises and insuring that all Services have available space. CONTRACTOR shall follow and instruct any social services program of the Good Neighbor Policy.
11. **ON-SITE MANAGEMENT FACILITIES/SECTION.** The CONTRACTOR will maintain a management office/section in the Premises where it will maintain records for the Premises and clients.
12. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall be considered an independent contractor and neither CONTRACTOR, its employees, nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR, its employees nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
13. **COUNTY'S RESPONSIBILITIES.** COUNTY shall:
 - A. Reimburse CONTRACTOR, as available and appropriate according to separate funding contracts, for the actual and necessary expenses for utility services, required insurance, janitorial services, necessary and reasonable operating

expenses, supplies and items needed for service programs, and staff labor costs, including wages, salaries and benefits. Reimbursement shall be made in the basis of invoicing with adequate support submitted to COUNTY.

- B. Make payments to CONTRACTOR within thirty (30) days after CONTRACTOR meets COUNTY requirements for billing and COUNTY processing thereof.
 - C. Review annual reports on CONTRACTOR activities within thirty (30) days to determine CONTRACTOR's performance in providing services to low income individuals within the Program.
 - D. Keep the condition of the building safe and adequate for purposes of use by CONTRACTOR for benefit of homeless individuals and allocated for in the Annual Budget and as identified from time to time by CONTRACTOR, to maintain such conditions as necessary to operate the Program.
14. **NONDISCRIMINATION.** In the performance of its obligations under this CONTRACT, the CONTRACTOR will comply with the provisions of any Federal, State or local law prohibiting discrimination.
15. **MARKETING AND PROMOTION OF SERVICES.** CONTRACTOR shall be responsible for promoting within the Community, any Services organized and offered by the CONTRACTOR and/or other partner agencies on the Program for the benefit of the Community. Funding for such promotion shall be pursuant to the Annual Budget submitted previously by the CONTRACTOR.
16. **RENT AND COMPENSATION.** CONTRACTOR will be responsible to make all rent pursuant to the State of California National Guard's License Agreement. (See Section 4 M, N and Exhibit D). CONTRACTOR shall not make any payment of rent to the COUNTY for use and occupancy of the Premises.
17. **TERM OF CONTRACT.**
- This CONTRACT shall be in effect from July 1, 2008 through June 30, 2009. Upon satisfactory performance by CONTRACTOR, the COUNTY may extend this Agreement for 3 additional one year terms.
18. **TERMINATION OF CONTRACT.**
- A. Prior to and at the effective date of the termination of this CONTRACT, CONTRACTOR shall cooperate with the COUNTY in transition of the operation of the Program and Services to the COUNTY or COUNTY designated contractor or operator in order to effectuate an orderly and systematic transition of CONTRACTOR's duties and activities under this CONTRACT.

- B. Upon termination of this CONTRACT, CONTRACTOR shall forthwith deliver to the COUNTY such contracts, documents, papers, and records pertaining to the Program or to this CONTRACT as may be reasonably requested, and furnish all such information and take all such action as shall be reasonably necessary. The accounting records, even if housed at the office of the CONTRACTOR, shall be considered to be official records of the Program. CONTRACTOR shall retain for five (5) years copies of Program records and other pertinent documents and shall provide the COUNTY with a final accounting of all records relating to this CONTRACT no later than thirty (30) days after termination.
- C. In the event that this CONTRACT is terminated by either Party, the CONTRACTOR further agrees to turn over its CONTRACT and all funds allocated to the Program to COUNTY or the COUNTY's designated new operator of the Program in order to effectuate an orderly and systematic transition. If federal, State or local funding agencies prohibit the transfer of funds, CONTRACTOR agrees to work with COUNTY and newly selected operator to use all funds for payment of expenses associated with program operator.
19. **WAIVER OF RIGHTS.** The failure of COUNTY to insist upon strict performance of any of the terms, covenants, or conditions of this CONTRACT shall not be deemed a waiver of any right or remedy that COUNTY may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the CONTRACT thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the CONTRACT. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.
20. **BUSINESS LICENSE.** At its own expense, CONTRACTOR shall qualify to do business and obtain and maintain such licenses as may be required for the performance by CONTRACTOR of its services under this CONTRACT.
21. **PARTIAL INVALIDITY.** If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
22. **DEFAULT IN TERMS OF THE CONTRACT BY CONTRACTOR.**
- A. The occurrence of any one or more of the following events shall constitute a default hereunder by CONTRACTOR:
- (1) The abandonment or vacation of the Program (and of the duties set forth in this CONTRACT) by CONTRACTOR;
 - (2) The failure by CONTRACTOR to make any payment of any sum (or sum required to be deposited under Sections 6 or 8, above) payable hereunder by CONTRACTOR, as and when due, where

such failure shall continue for a period of thirty (30) days after written notice thereof from COUNTY to CONTRACTOR, or the failure of the CONTRACTOR to properly document any sums collected under Section 8;

- (3) The failure or inability by CONTRACTOR to observe or perform any of the provisions of this CONTRACT to be observed or performed by CONTRACTOR, other than specified in (1) or (2) above, where such failure shall continue for a period of ten (10) days after written notice thereof from COUNTY to CONTRACTOR; provided, however, that if the nature of such failure is such that it can be cured by CONTRACTOR, but that more than ten (10) days are reasonably required for its cure (for any reason other than financial inability), then CONTRACTOR shall not be deemed to be in default if CONTRACTOR shall commence such cure within said ten (10) days, and thereafter diligently prosecutes such cure to completion.

B. In the event of any default by CONTRACTOR, then, in addition to any other remedies available to COUNTY at law or in equity, COUNTY may exercise the following remedies:

- (1) COUNTY may terminate this CONTRACT and all rights of CONTRACTOR hereunder without penalty immediately by giving written notice of such termination to CONTRACTOR. In the event that COUNTY shall so elect to terminate this CONTRACT, then COUNTY may recover from CONTRACTOR any amount which COUNTY may by law hereafter be permitted to recover from CONTRACTOR.

C. Nothing in this Section shall be deemed to affect CONTRACTOR's indemnity of COUNTY's liability or liabilities based upon occurrences prior to the termination of this CONTRACT for personal injuries or property damage under the indemnification clause or clauses contained in this CONTRACT.

23. **AUTHORITY OF CONTRACTOR.** If CONTRACTOR is a corporation, each individual executing this CONTRACT on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this CONTRACT on behalf of said corporation, in accordance with the by-laws of said corporation, and that this CONTRACT is binding upon said corporation.
24. **AMENDMENTS.** No alterations or variations of the terms of this CONTRACT shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

25. **ENTIRETY.** This CONTRACT contains the entire agreement between the Parties with respect to the management of the Program. Separate agreements may be executed for individual Services to be provided for the Program.
26. **SEVERABILITY.** If any part of this CONTRACT is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this CONTRACT shall be given effect to the fullest extent reasonably possible.
27. **APPLICABLE LAW.** This CONTRACT shall be construed and enforced in accordance with California Law.
28. **NOTICE.** Any notice or other communication required or permitted to be given under this CONTRACT shall be in writing and addressed to the address set forth below and shall be given by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram or telecopying (confirmed in writing sent by registered or certified, first class mail, return receipt requested); or (c) registered or certified, first class mail, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Any notice, demand or request sent pursuant to either subsection (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, and, if sent pursuant to subsection (c) shall be deemed received on the date of delivery or the date that delivery is refused by the addressee, as shown on the return receipt.

If to the COUNTY:

County of Orange
HCS/Homeless Prevention Division
1300 South Grand Avenue, 2nd Floor, Building B
Santa Ana, California 92705

and, if intended for CONTRACTOR, shall be addressed to:

Mercy House Transitional Living Centers, Inc.
P.O. Box 1905
Santa Ana, CA 92702
Attention: Larry Haynes, Executive Director

29. **DESCRIPTION OF PROGRAM.**
The Cold Weather Armory Emergency Shelter Program is an emergency response operation to protect people living on the streets, or experiencing a crisis situation, from the elements in order to improve the quality of life for homeless persons during the peak winter weather conditions in order to prevent hypothermia,

illnesses related to severe weather, or even loss of life and/or to provide emergency shelter to persons who have no other shelter options.

The COUNTY of Orange Housing and Community Services Department (HCS) proposes to continue to administer and support the Cold Weather Program utilizing a variety of Federal, State and local funding sources.

HCS's Armory Program is to provide homeless individuals with temporary emergency shelter and entry into the system of services and housing known as the "Continuum of Care". The Continuum of Care is designed to assist the client toward more permanent alternatives by providing rotating services to address health and mental health issues, benefits, job training and placement opportunities, and other personal care needs. Referral services, as well as information on available resources, such as transitional housing, permanent housing, and relevant support systems, will be on-hand for the client.

Establish as a Continuous Activation Program from approximately November 18, 2008 through April 15, 2009 or as funding permits to address the basic shelter and services needs of the homeless.

30. **BACKGROUND**

Due to extremely cold weather during the winter of 1987, Governor George Deukemejian authorized the California National Guard (CNG) to make the National Guard armories available as temporary homeless shelters. The intent of the State was to protect the lives and health of homeless individuals during the year's worst winter months.

31. **DESCRIPTION OF SERVICES/CONTRACTOR RESPONSIBILITIES**

The operating philosophy of the Armory program is to increase the number of temporary nightly emergency shelter beds available during the period of time in which Orange COUNTY experiences its most inclement weather (November to April 15) and/or as funding is available to support program operation. To achieve this goal, the CONTRACTOR is responsible to make every effort to secure funding sources to operate a 149-day shelter program.

Historically, homeless service providers under the Armory program have used the California National Guard Armories in Santa Ana and Fullerton during a 1-year period. Tasks to be performed by the CONTRACTOR include the following, but are not limited to:

The CONTRACTOR will insure shelter requirements and will provide site management and administrative management of the Emergency Shelters for the homeless at 2 (two) California National Guard Armories located at 612 East Warner, Santa Ana and at 400 South Brookhurst, Fullerton. The maximum number to be accommodated is 200 each night at each armory per California National Guard or until State Fire Marshall review which may alter maximum capacity by reducing or increasing maximum total occupancy per site. In cases of

extreme weather conditions additional beds may be permitted by the National Guards.

It is critical to the success of the Armory Program that the CONTRACTOR builds supportive relationships with local agencies, law enforcement and the community in order to reduce potential community opposition and to implement a good neighbor policy.

In order to manage the program efficiently and effectively, the following general tasks will need to be accomplished, which are part of Exhibit A:

A. Shelter

CONTRACTOR will –

1. Provide nightly shelter in a clean, safe and well-maintained environment. All efforts should be made to provide as much comfort to the client as possible.
2. Shelters are expected to be in operation from, at a minimum, 6:00 p.m. until 7:00 a.m. Longer hours may be negotiated with the California National Guard.
3. The building must be in good repair, free of leaks, provide adequate heat and ventilation and must meet all local building, health and safety standards.
4. Bathroom sink, toilet, and shower facilities are required in numbers suitable to meet the needs of all clients. This includes a minimum client to facility ratio of 20:1 for showers, sinks and toilets.
5. Hot water, clean towels, and hygiene necessities must be provided.
6. Sleeping space should be adequate in size, which is defined as a minimum of at least three feet of walking space along the longest side of each bed/cot. Shelters must avoid overcrowding.
7. Each client must be provided, at a minimum, with a bed/cot and blanket.
8. Mats or beds must be clean and well maintained.
9. Blankets must be provided and must be kept clean and free of parasitic infestation throughout the sheltering period.
10. Families and single individuals must not be sheltered in the same area. Families seeking shelter will be given priority to be vouchered to a hotel/motel based on funding availability.

11. Individuals seeking shelter and/or services beyond the program perimeters and means will be directed to the most appropriate resources available.

B. Site Management Tasks

CONTRACTOR will

1. Provide supervision of the homeless clients including registration and the scheduling of meals, showers, and other personal services as needed. The CONTRACTOR will provide two site Managers at each armory each night of operation.
2. Provide nightly services to the homeless clients, such as: personal care needs, list of available resources, and referral service, etc.
3. Provide service/referral, nightly.
4. Take appropriate action for medical/mental health emergencies.
5. Trained security personnel must be provided for the safety of clients and staff. Security will enforce rules such as no drinking or drug use on the premises, no smoking in the building, no weapons, etc. Historically, a private security company paid for by the CONTRACTOR has handled this task.
6. Provide either licensed or National Guard-approved janitorial services to clean facility after use no later than 7:00 a.m. the following morning. Cleaning includes sweeping the floor, folding the mats, stacking towels and blankets for laundry pick-up, cleaning and disinfecting the kitchen and restrooms, picking up litter on the sidewalks and in the parking lots and securing all program equipment in storage bins provided for this purpose.
7. Complete a log of activities for each night, including number of clients served, referrals made, and incidents reported by security. Total number of volunteers assisting the staff should be noted.

C. Administrative Management Tasks

CONTRACTOR will:

1. Work in partnership with the County of Orange/HCS, the COUNTY's Homeless Prevention Division and the Continuum of Care Leadership Cabinet to plan and implement a "Good Neighbor Policy". The plan should include steps to build supportive

relationships with the local community in order to reduce potential community opposition. The policy should also include, but not be limited to, informing the public about the positive aspects of the project, being responsive to community concerns, and working closely with local law enforcement agencies to minimize the impact of the program on the surrounding neighborhood.

2. Develop Staff Responsibility Matrix including volunteer monitoring, referral service, staff coordination, etc.
3. Service Information Plan to include how the information regarding other services will be disseminated at the shelter service site(s). Readily accessible information should include the availability of space, locations, and contacts of transitional shelters, as well as of substance abuse facilities and services, etc.
4. Develop an In-Kind Contribution Plan in obtaining sponsor organizations to donate services and supplies to leverage federal, State and COUNTY resources.
5. Develop a Volunteer Management Plan to include a plan for the recruitment, training, and management of volunteers for the program.
6. Develop an Alternate Site Management Plan to include a plan for managing the alternative sites if the armory facilities are dark due to military deployment. The plan should include how adequate, consistent notification will be provided.
7. Establish provision for:
 - Meals
 - Janitorial services
 - Uniformed and licensed security services
 - Transportation
 - Laundry services
 - Telephones
 - Dumpster and trash pick-up
 - Showers, and
 - Support services

(See specific sections included in Exhibit A, regarding service details.)

8. Provide Liability and other required insurances to cover accidents or injuries caused as a result of operating shelters for the homeless at the California National Guard sites.
9. Purchase supplies and equipment as needed. The County of Orange has provided an ample supply of mats, which are available in the storage bins located at each armory. Coffeepots and trash containers are available at each site for use by the CONTRACTOR. The CONTRACTOR will secure other supplies as necessary. Supplies are to include but not limited to soap, shampoo, disposable razors, disposable diapers, feminine hygiene supplies, toilet paper, tooth paste, paper towels and heavy duty plastic trash bags. It is the CONTRACTOR's responsibility to inventory, along with the COUNTY's Project Analyst, the supplies within the storage bins prior to the open date of the Program and after the close of the Program. It is also the CONTRACTOR's responsibility to relocate the storage bins to and from the Armories at the beginning and ending of each Program Year.
10. Review all billings and assure payment.
11. Track costs.
12. Recruit agencies and/or volunteers to assist with program services. Efforts shall be coordinated with the HCS Project Analyst and the COUNTY's Homeless Prevention Division.
13. Assign volunteers to intake, food service, and clean-up chores.
14. Provide training to site CONTRACTORS, security personnel, community groups and volunteers, as needed and appropriate. National Guard will provide orientation on their rules for operation.
15. Schedule site management and security coverage for each site on each night of operation.
16. Be "on-call" to the COUNTY Project Analyst for emergencies.
17. Write policies/procedures as required. The P&P's shall include enforcement procedures.
18. Complete weekly, monthly and an annual reports on activities, individuals served and costs of operation.

19. Arrange for completion and payment of all needed site repairs.
20. Inventory equipment and supplies at the beginning and end of shelter season.
21. Coordinate with National Guard, HCS and community-based organizations, as necessary and appropriate.
22. Maintain site CONTRACTOR supplies and forms.
23. Apply for appropriate grants to assist with the shelter expenses.
24. Comply with all California National Guard rules and regulations. Submit a statement acknowledging agreement to comply with Cold Weather Program standards and operating procedures.

D. Food

Hot evening meals and cold continental style breakfast with fruit juice, hot coffee, creamer and sugar and disposable eating utensils will be provided in accordance with the provisions made by the COUNTY and/or CONTRACTOR. Historically, the County of Orange Sheriff/Coroner provided evening meals through funds awarded to this Program. It is the CONTRACTOR's responsibility to either reach agreement with the Sheriff/Coroner or to make alternate arrangements for evening meal provision. In either case, cost for meal provision is borne by the CONTRACTOR. In lieu of the continental style breakfast, CONTRACTOR may provide clients with a "sack lunch" for consumption after the clients leave the shelter for the day.

E. Janitorial

Licensed janitorial services to clean and disinfect each site after each use. Cleaning of each site shall conform to California National Guard standards and requirements.

F. Security

Security in accordance with California National Guard requirements, a minimum of two licensed uniformed security officers at each site.

G. Transportation

The CONTRACTOR will provide transportation to and from the armories from specified pick-up/drop-off points coordinated with the City of Fullerton and Santa Ana Police Departments and other police departments or City Officials as may be appropriate or needed.

H. Laundry

Towels for use at each location. Showers, clean towels and the laundering of the towels shall be part of the services provided to the homeless. The CONTRACTOR will coordinate laundry service for the towels and blankets used at each site, each night in accordance with the provisions made by the COUNTY and/or CONTRACTOR (see statement above in Section III.B). Towels, blankets and laundry have been historically provided by Agreement with the Orange County Sheriff/Coroner through funds awarded to this Program. It is the CONTRACTOR's responsibility to either work with the Sheriff/Coroner or to make other arrangements to provide laundry services. CONTRACTOR shall bear the cost of providing laundry services.

I. Telephone

The CONTRACTOR will be authorized to install temporary phone lines at their own expense at each armory utilized for shelter operations. California National Guard telephones are not authorized for use by non-California National Guard personnel except in case of a life-threatening emergency.

J. Dumpsters/Trash Pick-Up:

Secure a contract with the local disposal companies used by each armory (Santa Ana – Great Western Reclamation, Fullerton – M G Disposal Company) for delivery of an extra 3-yard bin at each site for the period on or about November 18- April 15 or as funding permits to expand additional operational days. Include additional trash pick-up days, supplementing the usual armory pick-up to five (5) days a week (Monday through Friday).

32. **ELIGIBLE POPULATIONS TO BE SERVED**

The Program must serve homeless people.

For the purposes of the Armory Program, a person/family is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters.

As the location of the Armories will be published, victims of domestic violence seeking shelter cannot be served in the Armory Program. Referral criteria will be distributed to the CONTRACTOR to facilitate the placement of victims of domestic violence in appropriate shelter environments.

33. **ORGANIZATIONAL CAPACITY**

A. CONTRACTOR

See Exhibit C

34. **PROGRAM DESIGN**

A. LOGISTICS

1. Intake and enrollment procedures: Clients will be asked to line up in an orderly fashion. All clients must be cleared by security before they are allowed to enter the armory facility or sign in. Each client is asked to clearly print his or her name on the sign-in sheet. All clients are asked if they have stayed at an Armory during the current year and that information is recorded on the sign-in sheet. If the person registering is a new client they are asked additional questions regarding their age, who is head of their household/family, family size, veteran status, employment status and ethnicity. New clients are asked to read the Armory rules, and, as with all clients, they are issued a mat and blanket and given instructions regarding showers, available commodities, clothing, and information and referral services Each client must have his/her photo and thumb print taken which will be retained by the CONTRACTOR in a secure area. At no time will the client be given a copy of photo and/or thumb print. Because of various language barriers and illiteracy rates among the homeless population, all clients will be asked if they completely understand the rules and intake forms. Clients needing additional assistance will have the rules and intake forms thoroughly explained to them. When English is their second language, the rules and intake forms will be thoroughly explained in their primary language whenever feasible.

CONTRACTOR will be responsible to actively participate in the online database, Client Management Information System (CMIS). CMIS is a system for tracking the use of homeless programs and producing an unduplicated count of the people using those programs.

2. Procedures for the distribution of blankets and mats, and insuring that blankets and mats remain clean and free of parasitic infestations.
Laundry services for blankets are contracted with the Orange County Sheriff-Coroner's Department for towels and blankets used at each site, each night in accordance with the provisions made by the COUNTY. Upon completion of armory intake and assessment form each member will be provided with blankets, mats and towels. Each morning clients will gather and stack mats, blankets and towels prior to exit from the Armory.
3. Agency's plan for providing security for clients, staff and client possessions.

Licensed Security Services are provided at both facilities. General duties include:

- A. Security at Bus Pick-up Locations. Staffed by 2 (two) guards, one (1) at each location from 4:00 PM to 8:00 PM. Security services at pick-up location include:

1. Crowd control; and
2. Insures clients do not panhandle, approach or bother others while waiting for the bus.

B. Security at Bus Drop-off Area Outside Armory. Staffed by 2 (two) guards, one (1) from 4:00 PM to 10:00 PM and 4:30 PM to 11:30 PM. Security services at bus drop off locations include:

1. Managing waiting areas for clients after bus arrives;
2. Insure the security of Armory and Fire Station parking lots;
3. Insure that only staff and volunteer vehicles are parked at the facility unless previously approved by CONTRACTOR;
4. Insure no use of drugs or alcohol on the property;
5. Maintain harmony among clients when they arrive on the property;
6. Keep clients off the grass and rose bushes;
7. Insure smoking is in assigned areas only and that smokers use pails;
8. Patrol all outside areas around Armory, and windows and doors;
9. Watch and/or walk volunteers and staff to and from their cars;
10. Insure no clients leave the facility after they sign in; if a client leaves after signing in they may not reenter the facility that night;
11. Search all clients before they enter Armory. Any & All weapons must be tagged with client's name and kept in a locked box (accessible to Guards only) and handed over from shift to shift.

C. Security Services inside Armory:

Staffed by 2 (two) guards. Security services inside the Armory include:

1. Assist with crowd control when calling up rows for dinner;
2. Check bathrooms frequently for drugs, smokers and drinkers;
3. Patrol all areas every 30 minutes to maintain peace and reduce fighting;

4. Insure all clients, including women & children, are in correct sections.

4. Agency volunteer recruitment, training and supervision plan.

In program year 2006-2007 there were 472 unduplicated volunteers serving the Armory Program. Efforts will be made to build upon these established relationships in hopes that many of these will continue to volunteer in subsequent years. Should a shortfall be anticipated in the number of volunteers needed to efficiently and effectively operate the program, the CONTRACTOR shall place additional emphasis on Volunteer Recruitment activities listed within the Volunteer Management Plan. The Volunteer Management Plan is divided into three parts:

A. Volunteer Recruitment

1. The number of volunteers required for the efficient operation of the program will be determined through a comparison of the prior year's volunteer to client ratio and the experiences and lessons learned regarding the appropriate client/volunteer ratio arising from the prior year.
2. Request will be made to prior volunteers to serve an additional year. Should the number of confirmed volunteers fall below 125% of the desired number of volunteers; efforts will be made to recruit volunteers through the continuum of care assessment groups, OC Partnership, the Volunteer Center of Orange County, local church groups and other community-based resources.
3. Experienced volunteers will be asked to solicit volunteer participation through personal contacts. Brochures describing meaningful volunteer opportunities will be distributed to and posted at community and senior centers and other appropriate locations as identified.
4. Upon confirmation of the number of volunteers returning to the program, on or about September 15, 2008 recruitment efforts to increase the number of volunteers needed for an appropriate client/volunteer ratio will begin.

B. Volunteer Orientation and Training

All new and returning volunteers will receive a copy of the Volunteer Information Sheet and other Armory Program orientation and information materials. Armory staff shall provide training in all matters related to the facility. Long-term volunteers will provide advance on-the-job instruction utilizing the four-step job training method:

1. Explain the job and its importance to overall operations
2. Demonstrate how the job is done and provide helpful tips
3. Observe while the volunteer performs the job; ask them to explain what they're doing and why
4. After the volunteer has grasped the job, let them try it on their own and follow-up to answer questions and build confidence.

C. Volunteer Recognition and Retention

All program staff and long-term volunteers will provide continuous support and motivation to new volunteers. Questions and concerns shall be addressed promptly and thoroughly. All volunteers will be invited to pre- and post-program recognition dinners. At the post-program dinner, year-end service figures will be given and new benchmarks in achieving higher levels of services to clients announced. When possible through outside funding and in-kind contributions, volunteers shall receive recognition awards, stipends and other forms of compensation.

5. Agency plan for transportation of clients to and from shelter sites.

The CONTRACTOR shall maintain current contracts for transportation services to and from the armories from specified pick-up/drop-off points coordinated with the Santa Ana, Anaheim and Fullerton Police Departments and other stakeholders as may be appropriate. [Pending] is the current subcontractor for transportation services.

- A. Vehicles used, and services provided to transport clients shall be consistent with existing contracted services.
- B. Methods for ascertaining and maintaining safe driving practices of all drivers shall be consistent with existing contract for services and guidelines to be implemented by the CONTRACTOR.
- C. A plan to ensure adherence to schedules will be developed based upon best practices of prior Contractors.
- D. Program pick-up and drop-off locations shall be similar to those used in prior years. An announcement listing current-year Program dates, available services, addresses of regular and alternative Program sites, and Program pick-up and drop-off times and locations will be prepared and distributed to homeless individuals and those at-risk of becoming homeless, at churches and through organizations that regularly interact with the target population in the course of business.
- E. Pick-up and drop-off points are typically located at public transportation transfer points providing access to social services.

6. Description of agency procedure for preparing and serving meals. Typical morning and evening meals, and agency's food procurement process.

Hot evening meals and cold continental style breakfasts with fruit juice, hot coffee, creamer and sugar and disposable eating utensils will be provided in accordance with the provisions made by the COUNTY and/or CONTRACTOR. The Orange County Sheriff-Coroner is subcontracted to provide approx. 175 - 200 evening meals at each of the two locations. The CONTRACTOR shall provide breakfast food including: milk, juice, muffin, fruit and other items directly.

7. Describe steps taken to provide services for people on the street who have difficulty accessing services.

(See Exhibit C)

8. Describe how the program addresses the needs of people that are not accommodated in the Armory.

(See Exhibit C)

9. Describe maintenance schedule and cleaning procedures for shelter, kitchen/dining and bathroom areas.

Daily and weekly inspections of shelters are conducted by volunteers and staff, and comments on satisfactory and unsatisfactory conditions are recorded on checklists and report forms as follows:

DAILY INSPECTION, CHECKLIST AND REPORT:

PLEASE PROVIDE COMMENTS ON SATISFACTORY AND UNSATISFACTORY CONDITIONS FOUND

Inspection Date: _____ **Restrooms**

Dispensers _____

Waste receptacles _____

Washbasins, counters, and fixtures _____

Mirrors, chrome, stainless steel _____

Urinals, toilets (inside) _____

Urinals, toilets (outside) _____

Partitions, walls, doors, etc _____

Floors _____

Inspection Date: _____
Rooms

Showers and Locker

Dispensers _____

Waste receptacles _____

Shower area, fixtures _____

Floor _____

Lockers, benches _____

Doors, walls, partitions, mirrors _____

Floor drains _____

Entrances, walkways _____

Inspection Date: _____

Entry Ways. Lobbies. Hallways,
Corridors. Traffic Areas, Stairs

Floors _____

Waste receptacles, recycling bins _____

Doors _____

Stairs, handrails _____

Partitions, wall baseboards, counters _____

Exterior near entryways _____

Ashtrays, sand urns _____

Shelter CONTRACTOR _____ **CNG Armory Supervisor** _____

Printed Name _____ **Printed Name** _____

~ Cleaning Guidelines ~

Restrooms

Daily: Fill and clean all dispensers
Empty, clean and disinfect all waste receptacles and insert new liners.

Clean / disinfect washbasins, counters, and fixtures with non-abrasive cleanser.
Clean all mirrors, chrome, stainless steel, and polish to a shine.
Wash and disinfect all urinals and toilets, removing stains and cleaning under rims and flush holes.
Clean / disinfect toilet seats, fixtures and outside surfaces of urinals and toilets.
Dust and spot clean all partitions, walls, doors and other surfaces with detergent.
Sweep and damp mop floor with disinfectant detergent solution.

Weekly: Clean urinals and toilets with liquid toilet bowl cleaner to remove and prevent build-up of stains and deposits.
Pour large pail of fresh water down floor drains.
Wash and disinfect walls, partitions, frames, doors.

Showers and Locker Rooms

Daily: Fill and clean all dispensers.
Empty, clean and disinfect all waste receptacles and insert new liners.
Scrub and disinfect with anti-fungal cleanser, all shower areas and fixtures. All surfaces shall be free of soap scum, body oils, mineral deposits, stain & odors.
Sweep and damp mop floors with disinfectant.
Dust and spot clean lockers and benches. Benches shall be left dry.
Dust and spot clean all doors, walls, partitions, mirrors and other surfaces.
Clean floor drains of hair, soap and all other materials.
Scrub entrances and walkways with deck scrub brush and disinfectant cleanser.

Weekly: Clean / disinfect exterior of all lockers. Do not allow water to drip into lockers.
Clean / disinfect doors, walls, partitions, and benches. Leave benches completely dry.

Entry Ways, Lobbies, Hallways, Corridors, Traffic Areas, Stairs

Daily: Dust mop floors. Damp mop floors.
Empty and clean wastebaskets, central recycling bins, and trash barrels, including those outside entrances, and replace liners.
Wastebaskets / trashcans free of stains and odors.
Clean doors, door glass, frames and kick plates on both sides.
Sweep and damp mop stairways, damp wipe handrails.
Dust and wipe clean with damp or treated cloth: partitions, walls baseboards, counters, cabinets and all other horizontal surfaces.
Sweep outside entryways.
Empty and clean ashtrays, screen all sand urns. Replenish sand as needed.

10. Reporting

The Shelter CONTRACTOR and the California Nation Guard (CNG) Armory Supervisor will conduct an inspection of the armory upon occupying and clearing the facility each day. Any deficiencies will be noted on the checklist and both individuals will sign upon clearing. Each day, the signed checklist will be turned in to the CONTRACTOR Shelter Supervisor.

11. Describe agency plan for partnering with medical or law enforcement in the event of an emergency.

(See Exhibit C)

12. Describe plan/policy/procedure for any item/requirements identified in Section 31.DESCRPTION OF SERVICES/CONTRACTOR RESPONSIBILITIES. The following items/requirements are addressed and numbered as they appear within that section:
- A.10 In addition to providing direct services to families and individuals for clothing, transportation and other basic necessities, many of the linkages established by CONTRACTOR operate EFSP and FEMA Emergency Shelter Grant programs providing housing and utility assistance including motel vouchers.
 - B.2. All clients served by the project will be informed of, and provided opportunities to avail themselves of, comprehensive information and referrals to programs and services that respond to their specific needs including, if appropriate, long-term supportive and case management services.
 - B.3. All on-site staff and volunteers will be informed of community-based and public resources dedicated to meeting the needs of homeless populations, the procedures involved when making referrals, or to whom the client should be directed to obtain appropriate referrals.
 - B.5. In regard to rules, the CONTRACTOR has a complete set of rules, in English and Spanish that are read by all new clients at registration.
 - B.7. The CONTRACTOR shall complete, maintain and submit at appropriate times, reports containing a Log of Activities for each night, including number of clients served, referrals made, incidents reported by security, and total number of volunteers assisting.
 - C.4. Regarding the creation of a Fund Development Plan. CONTRACTOR receives a substantial portion of its support from the community. As CONTRACTOR, (Agency Name) shall contact all prior contributors to the Armory Program to solicit continued support.
 - C.6. Upon notification of Armory "dark nights", the CONTRACTOR will implement an Alternate Site Management Plan including the following activities:
 - 1. Contact operators of prior Alternate Sites during the past two years to determine availability and, if available, to request use of their facility on Drill Night dates. Timeline: upon CONTRACTOR's receipt of notification of Drill Night dates.

2. Contact community centers, churches and temples to determine availability of facilities able to house 150 homeless per site for any "dark nights." It is anticipated that the leaders within these communities will support and help to promote this effort.
 3. Upon receipt of written confirmation of alternate site bookings, prepare an announcement listing dates when alternate sites will be used, alternate site addresses and directions. This announcement will be distributed to homeless populations and organizations having regular contact with them. Timeline: upon receipt of written confirmation of alternate site locations and two weeks in advance of the week in which alternative dates occur.
 4. Contact, inform and coordinate the activities of all Armory Program subcontractors, staff and volunteers to ensure the proper and timely delivery of all Armory Program services at alternate sites.
- C.8. The CONTRACTOR will insure all insurance coverage requirements are fulfilled prior to the initial date of program operations.
- C.9. The CONTRACTOR will conduct inventories of program supplies at the beginning and end of the program year.
- C.23 The CONTRACTOR, (Agency's Name) utilizes the submission of grant proposals and RFP applications as an effective and successful development strategy for securing support for the operations of its programs and services.
- C.24 The CONTRACTOR shall comply with all California National Guard rules and regulations.

35. **PROJECT PLAN**

PROJECT PLAN/SCHEDULE

July 1, 2008

Contract Start Date

- A. Recruit and train Armory Program staff.
- B. Initiate:
- (1) Volunteer Management Plan
 - (2) Alternate Site Management Plan
 - (3) Service Information Plan

(4) In-kind Contribution Plan

C. Confirm or re-negotiate agreements with subcontracts.

D. Order supplies, equipment, breakfast supplies, and two first aid kits; inventory the armories; arrange for phone hook-ups and extra dumpsters; and meet with all armory employees to review all forms and rules.

November 18, 2008 **Projected Opening Date for the Shelters**
(based on funding/schedule)

April 15, 2009 **Closing Date for the Shelters**
(tentative - based on funding)

**One to two weeks after closure - Take Down and Closing Out of the Shelters.
Move storage containers and complete inventory of items.**

36. **COUNTY SUPPLIED ITEMS AND ASSISTANCE**

COUNTY Responsibilities are as follows:

The COUNTY assumes responsibility for the following prior to or during the implementation of the project schedule set forth herein. There shall be no charge to the CONTRACTOR for the following items:

All mutually agreed upon supplies for the shelter. The COUNTY and CONTRACTOR will conduct an inventory at start-up and closing.

COUNTY Project Analyst:

Judi Crumly
HCS/Homeless Prevention Division
1300 South Grand Avenue, 2nd Floor, Building B
Santa Ana, CA 92705
(714) 567-7410 telephone
(714) 567-5021 fax

News and Information Release

The CONTRACTOR agrees that it will not issue or cause any news releases in connection with either the award of this CONTRACT, or any subsequent

amendment of or effort under this CONTRACT, without first obtaining review and approval of said news releases from the COUNTY through the COUNTY's Project Management and COUNTY's Homeless Prevention Division. Such news releases include but are not limited to, stories regarding the COUNTY or City in relationship to the Armory program or contractual disputes between the COUNTY and CONTRACTOR. In addition, the CONTRACTOR shall not allow the media, or any other parties to visit the armories without prior authorization from the COUNTY and the State Military Department. The COUNTY's Project Analyst will coordinate this effort.

39. **STAFFING PLAN**

STAFFING PLAN

(Complete and submit)

Name

Classification

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the COUNTY Project Analyst.

The CONTRACTOR may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to COUNTY approval.

Mercy House Transitional Living Centers, Inc.

FY 2008-09

COLD WEATHER ARMORY EMERGENCY SHELTER PROGRAM BUDGET

FY 2008-09 COLD WEATHER ARMORY EMERGENCY SHELTER PROGRAM

**AP 2 - A: ESTIMATED FUNDING SOURCES
ADMINISTRATION AND OPERATION BUDGET & REVENUE RESOURCE**
INSTRUCTIONS: Identify the Administration Cost using minimum funds request.

AP 2 - B: ADMINISTRATION COSTS BUDGET
--

Example	
Administration Costs	Funds Requested
Manager	\$10,000
Total Funds Requested	\$10,000
Total Leveraging	\$50,000
Total Administration Costs Budget (include all funding sources)	\$60,000
Administration Costs	Funds Requested
Admin Associate	\$31,000
Bookkeeper	\$2,000
Prof fees	\$1,000
Total Funds Requested	\$34,000
Total Leveraging	\$26,100
Total Administration Costs Budget (include all funding sources)	\$60,100

CONTINUED – AP 2 - B: OPERATING COSTS BUDGET

INSTRUCTIONS:

Identify the day-to-day costs of operating your public services project that will be paid with the minimum requested funds. Breakdown is based on funding dollars under this RFP. The total operating costs budget is based on all funding sources.

AP 2 - B: OPERATING COSTS BUDGET	
Example	
Operating Costs	Funds Requested
Utilities	\$40,000
Maintenance	\$35,000
Total Funds Requested	\$75,000
Total Leveraging	\$60,000
Total Operating Costs Budget (include all funding sources)	\$135,000
Operating Costs	Funds Requested
Utilities	\$39,500
Maintenance	\$11,000
Salary and Employee Benefits (position, salary, % of time, fringe benefits)	\$163,000
Equipment (lease/buy)	\$0
Supplies (quantity)	\$2,500
Insurance	\$20,000
Furnishing (quantity)	\$0
Food (perishable/non-perishable)	\$0
Transportation costs (please specify)	\$80,000
Licensed Security costs (please specify)	\$125,000
Other operating costs (please specify)	\$10,000
Other operating costs (please specify)	\$0
Total Funds Requested	\$451,000
Total Leveraging	\$702,016
Total Operating Costs Budget (include all funding sources)	\$1,153,016

AP 2 A-B: TOTAL PROJECT BUDGET

INSTRUCTIONS:

Complete AP 2 A-B:
 Total Project Budget chart by carrying forward applicable figures from AP 2 - A:
 Administration Cost Budget and AP 2 - B: Operating Costs Budget.
 Complete using the minimum funds request.

AP 2 A-B: TOTAL PROJECT BUDGET			
EXAMPLE			
Proposed Activities	Request	Applicant Leverage	Total Budget (Col. 1 + Col. 2)
1. Administration Costs	\$10,000	\$50,000	\$60,000
2. Operating Costs	\$75,000	\$60,000	\$135,000
3. TOTAL	\$85,000.00	\$110,000.00	\$195,000
Proposed Activities	Request	Applicant Cash	Total Budget (Col. 1 + Col. 2)
1. Administration Costs	\$34,000	\$26,100	\$60,100
2. Operating Costs	\$451,000	\$702,016	\$1,153,016
3. TOTAL	\$485,000	\$728,116	\$1,213,116

AP 2 – A-B: OPERATING COSTS BUDGET AND TOTAL COST BUDGET

INSTRUCTIONS:

Provide a description of each activity listed in AP 2 – A: Operating Costs Budget and AP 2 – B: Total Cost Budget.

Example:

“Transportation costs will pay for all expenses associated with the provision of bus services to and from designated pick-up and drop-off locations.”

Administration Costs –

Admin Associate salary and benefits and a percentage of the Bookkeeper salary and benefits fall under administration costs because they will be responsible for managing the reporting and financial aspects of the program.

Professional fees are to cover costs associated with services, such as the agency’s annual audit.

Operating Costs-

Utility costs are for facility rental fees based on a nightly average for two sites in addition to office rental space.

Maintenance costs are for janitorial and disposal services to keep the facilities clean and dignified for the clients.

Salary and employee benefits are for five full time employees, 2 part-time employees, and their benefits.

Supplies are for the day to day operations of the programs.

Insurance is required for Mercy House to operate any program.

Transportation costs are for the bus service which provides transportation for all Armory clients to and from all designated pick up and drop off locations. Additionally, funds are needed to cover truck rental costs for times when supplies need to be transported to an alternative site.

Licensed security costs are for the hired security guards (both inside and outside) to protect the Armory facilities.

Other operating costs are for laundry services to clean all of the mats and bedding provided to the clients on a nightly basis.

**REVENUE RESOURCE SHEET
LEVERAGE**

INSTRUCTIONS:

Complete anticipated or identify funding sources and the bed nights which would accompany it. Totals should meet RFP required bed nights of 44,700.

Anticipated Funding Sources	FY 2008-2009	* Total Service Units
County General Funds (under this RFP)	\$485,000.	17,955
HSS Operating Reserve Funds [County]	\$189,003	6,975
State EHAP Funds	\$200,000	7,419
FEMA EFSP Funds	\$280,000	10,387
ESG Funds [Santa Ana]	\$20,000	742
Other Funding Sources	\$39,113	1,522
Other Funding Sources		
TOTAL FUNDS (Projected minimum must be at least \$1,174,003)	\$1,213,116	45,000
Operational Days/Nights = 149		

* The total service units are bed nights, including supportive services.

MERCY HOUSE TRANSITIONAL LIVING CENTERS, INC.

FY 2008-2009

COLD WEATHER ARMORY EMERGENCY SHELTER PROGRAM BUDGET

MERCY HOUSE TRANSITIONAL LIVING CENTERS, INC.

FY 2008-2009

COLD WEATHER ARMORY EMERGENCY SHELTER PROGRAM PROPOSAL

MERCY  HOUSE

Part A

A-1

Mercy House Transitional Living Centers, Inc. is a non-profit organization serving the homeless in Orange County and in the cities of Ontario and Pomona. The non-profit was incorporated in 1988 and began operating homeless services in 1990. The Board of Directors exists to advocate on behalf of the homeless. This entity has a responsibility to the agency to co-create and provide resources necessary for the mission and strategic plan of Mercy House with the Executive Director. Board members are expected to contribute financially to the agency and secure outside monetary contributions through personal and corporate contacts. It is an expectation that the Board members attend monthly meetings where they review important and relevant information relating to the agency's mission. Subcommittees may form to address specific needs. It is the hope of Mercy House that all Board members take ownership in the organization and anticipate and/or create opportunities for the agency to grow.

The Board holds responsibility for the operation of Mercy House. The Executive Director's performance is managed by the Board. It allows the staff (including the Executive Director) to be held accountable to ensure effective service delivery, honest use of funds, and dignified general operations. Should a Board member be unable to meet these expectations in a significant way, it is appropriate to contact the Chair to discuss their level of participation and/or to determine other avenues for their involvement in the work of Mercy House. Since the Board is the final and supreme legal entity of Mercy House, it is understood that Board members should take their roles seriously.

Our current Board of Directors is a mix of members. They come from a variety of sources, with varying professions. Some have been with Mercy House since its inception and have seen the agency through its entire history, whereas, others are new and bring a fresh, outside perspective. All bring practical experience and support to the agency. Attached you will find a copy of our current Board of Directors roster.

Mercy House does not currently have a traditional advisory body, however all Mercy House programs have a Resident Advisory Council on a quarterly basis. Clients are able to give their feedback and input about what is and is not effective about Mercy House programs. The staff then uses this feedback to effect positive changes in the programs.

A-2

Mercy House Transitional Living Centers, Inc. was incorporated in the state of California in 1988. It also operates under the name Mercy House.

A-3

Mercy House is not a sole proprietorship.

A-4

Mercy House is not in partnership with other individuals and organizations that hold more than five percent of the agency.

A-5

Mercy House does not have a history of acquiring or merging with other entities.

A-6

The Federal Employer ID Number is 33-0315864.

A-7

There is no history of actions or judgments against Mercy House.

A-8

Mercy House has never declared bankruptcy.

A-9

There are not any prior or pending litigations, liens, or claims against Mercy House.

A-10

There have not been any failures on the part of Mercy House to complete any contracts.

A-11

Attached you will find a copy of our 501 c 3.

Attached you will find a copy of our business license.

A-12

Mercy House is a non profit organization which provides emergency services, housing and supportive services to homeless men, women and children living in Orange County, Ontario, and Pomona. Currently, Mercy House operates the following shelters and services:

Mercy House Center, an Emergency Outreach Program, which opened in 1999, is designed to address the immediate needs of Orange County's homeless population. It is centrally located in downtown Santa Ana. Clients may receive basic emergency items, such as bus passes, hygiene supplies, and food vouchers. The Center serves as an access point for homeless people and families to obtain services to aid them in finding housing and employment. Those in need are able to connect to transitional housing programs, rehab facilities, as well as addressing medical needs. Staff conducts emergency intervention for those on the streets working to connect them to resources in the community. The staff is trained to deal with crisis intervention while working with individuals and families literally sleeping on the streets of Santa Ana. Last fiscal year the staff at the Center provided support to 1,703 individuals. The Center also offers motel assistance for individuals and families to keep them off of the streets and give them time to find a shelter program which meets their needs. The motel voucher program serves an average of 18 individuals a year.

In addition to emergency services, Mercy House operates three transitional programs in Orange County for different homeless populations. Although transitional programs are not emergency programs, our experience in operating these programs has allowed us to develop strong relationships with other agencies in the county. They have given us

insight into the emotional and physical impacts of homelessness and services needed to bring about healing. **Joseph House** began operations in 1990 and is four-unit apartment complex that houses 20 single men, including veterans. **Regina House** began operations in 1994, is composed of two single-family residences that house seven mothers and their children. **Emmanuel House**, which began operations in 2001, is a 21-bedroom home that houses single men and women living with HIV/AIDS. Success in all three transitional programs is determined at the client's exit. The client must be moving into a form of stable housing, have income sufficient to meet their needs, and meet two of their three goals in the areas of health, finances, and life skills. Last year, the combined success rate for the Joseph House and Regina House, and Emmanuel House programs was 81.3%.

San Miguel Residence, a Permanent Supportive Housing Project, opened in 2005, is a nine unit affordable housing facility for graduates of our transitional housing programs.

Homeless Prevention Program, our prevention program, offers aid to families and individuals who are at risk of becoming homeless due to a financial crisis. Staff assists these clients with budgeting and provides referrals to help them find and maintain a level of self-sufficiency. These clients are eligible for other resources available through the Mercy House Center. The prevention program may serve individuals and families who may recently have become homeless who are only in need of financial assistance through our rapid re-entry program. In order to track the client's progress, Mercy House checks in with the clients at the three month, six month, and twelve month intervals to find out if they are still housed. Clients are deemed successful if after one year since they received aid they are still living in decent housing. This program averages a 97% success rate and serves an average of 39 households a year.

Aftercare Services are on-going supportive services to successful graduates of our transitional programs. Support includes case management, life skills classes, workshops, and social events.

Our success in Orange County did not go unnoticed. Mercy House was approached by the City of Ontario to operate a similar continuum of services in the city. In July 2005, we expanded our operations to Ontario, California to serve the homeless of the Inland Empire. The agency is in the process of operating a complete continuum of care where services for individuals at all stages of homelessness can be met (emergency, transitional, permanent housing, aftercare). We currently operate the following in Ontario:

Mercy House Center, an Emergency Outreach Program designed to address the immediate needs of the homeless population, which opened in June 2006. The Center provides a variety of emergency services, similar to the services provided at the Mercy House Center in Orange County. The Center also provides motel vouchers for individuals and families to stay off of the streets for the night. Last year the Center provided motel vouchers for 174 individuals and a total of 604 bed nights. In order to complete our continuum of services, Mercy House Center Ontario will eventually be connected to emergency shelter units. The emergency shelter units should be complete in

winter 2008. There will be 15 beds available and clients may stay for 14 days with possible chance of extensions. Emergency case management will be provided as well as access to all resources available at the Mercy House Center in Ontario.

Assisi House, a Transitional Housing Program, which opened in spring 2007, is a nine unit apartment complex in Ontario which houses homeless single men, homeless single women, and homeless single mothers and their children.

Guadalupe Residence, a Permanent Supportive Housing Project, which opened in January of 2007, is a complex of fifteen four bedroom apartments in Ontario for large low-moderate income families.

In July 2007, Mercy House took over the operation of an existing transitional shelter in Pomona. **Trinity House** is a five unit shelter for homeless single men and will operate in a similar fashion to the Joseph House program.

Through the operation of these programs, Mercy House is honored to have accomplished some amazing feats. First and foremost, we are one of the first organizations to create a complete, in-house continuum of care, which we believe is an effective way to treat the complexities of homeless issues. Our system of care provides preventative services, emergency services, transitional housing, permanent supportive housing, and aftercare services.

With this accomplishment, Mercy House has received local, state and national recognition. Furthermore, Mercy House's Executive Director is a co-founder of Interfaith Shelter Network and founder of Shelter Provider Forum. Our Housing Director is the Founder of Homeless Court. Among many others, Mercy House has received the following awards: the Ruby Slipper Award in 2001 for excellence in addressing Orange County Housing needs, the Non-profit Project of the Year, Affordable Housing Award in 2001, the 2000 Care Provider Award for inspirational leadership and exceptional devotion to Building Hope and Homes for homeless in Orange County, and the Historic Preservation Award for rehabilitation of two historic homes in the French Court Neighborhood of Santa Ana.

Two of our current staff members have direct experience with the Cold Weather Armory Emergency program. Our Executive Director was a long time volunteer of the program and helped in all areas of operation; helping with anything from over night stays to finding alternative sites to administrative work. He also has direct experience operating an emergency shelter. Additionally our Operations Director served as the Program Coordinator for the Orange County Homeless Issues Taskforce. When the administration of the Armory fell to the Taskforce, she was involved in overseeing the volunteer groups and supplies for the program. At another time in the Armory's history, a former Mercy House staff member, who currently sits on the Mercy House Board of Directors, was the administrator of the contract for the Armory program.

A-13

Mercy House has an extensive history of providing services to numerous homeless populations. The agency has been operating transitional housing programs continuously since 1990. Over the years, the programs created so many success stories that the agency has increased not only the number of transitional housing programs operated, but the kinds of homeless populations served as well.

Orange County	00 - 01	01 - 02	02 - 03	03 - 04	04 - 05	05 - 06	06 - 07
Service Units / Clients Served	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Transitional Shelters	109	169	122	190	148	132	108
RH mothers (7 capacity)	19	24	16	16	16	15	14
RH kids (13 capacity)	32	45	28	27	25	19	18
JH (20 capacity)	58	52	48	71	58	54	28
EH (21 capacity)	0	48	30	76	49	44	48
Emergency Services							
Mercy House Center	521	805	986	804	1,152	1,371	1,703
Motel Vouchers (individuals)	108	221	819	422	19	21	13
Homeless Prevention	143	254	859	464	77	101	280
Permanent Supportive Housing							
San Miquel						14	18
AfterCare Vouchers	n/a	1	5	9	8	8	10
GRAND TOTAL	773	1,228	1,967	1,458	1,377	1,618	2,109

Mercy House is fortunate to have diverse funding sources for each of its programs. Here is a list of funding sources from the '06-'07 fiscal year.

Funding Source	Amount	Program
Allergan Foundation	\$3,000	Joseph House/Regina House (JH/RH)
Broadway Cares	\$5,000	Emmanuel House (EH)
City of Anaheim ESG	\$10,000	JH/RH
City of Costa Mesa CDBG	\$5,000	JH/RH/EH

City of Newport Beach CDBG	\$5,000	JH/RH/EH
City of Ontario ESG- Motel Vouchers	\$10,000	Ontario
City of Ontario ESG	\$51,848	Ontario
City of Ontario CDBG	\$132,481	Ontario
City of Santa Ana CDBG	\$10,000	JH/RH
City of Santa Ana ESG	\$75,000	JH/RH
City of Santa Ana ESG	\$40,000	Mercy House Center (MHC)
County of Orange CDBG	\$122,130	MHC
County of San Bernardino Cold Weather Shelter	\$11,500	Mercy House Center – Ontario
Disabled American Veterans	\$3,500	JH
EFSP	\$77,000	MHC
Sempra – Energy for Others	\$1,000	JH/RH/EH
Inland Empire United Way	\$10,000	Mercy House Center – Ontario
Marisla Foundation	\$10,000	RH
Mark Christopher Charity Classic	\$30,000	Ontario
Peter and Mary Muth Foundation	\$10,000	All programs
Super NOFA	\$100,000	EH
Nordstrom Foundation	\$15,000	EH
OC Partnership	\$1,500	EH
Orange County United Way	\$24,576	Aftercare
Pacific Life Foundation	\$7,500	JH
Sisters of St. Joseph of Orange	\$40,000	EH
Swett Family Foundation	\$100,000	Expansion and Volunteer Services
Toyota Corporate Contributions	\$5,000	JH/RH/EH/MHC
Union Bank of California	\$10,000	Ontario
Western Digital	\$7,500	JH/RH

MERCY  HOUSE

Part B

B-1

A goal of the agency is to one day have an emergency shelter to operate all year long in Orange County to meet the needs of the local homeless population. However, as operators of the Cold Weather Armory Shelter program, Mercy House would utilize the current Armory facilities located at 400 South Brookhurst Road Fullerton, CA and 612 East Warner Avenue Santa Ana, CA. Mercy House would effectively administer the Cold Weather Armory program by utilizing current materials at these sites and maintain or replace additional materials as needed. Mercy House will provide adequate staffing to ensure a smooth and effective intake process and ensure safety and security of the clients. By providing security guards and nightly property checks, Mercy House provides a safe refuge for those on the streets of Orange County. When necessary, alternative sites will be used in Orange County. Staff will maintain connections with current congregations and facilities, in addition to working to locate other resources as necessary. When alternative sites need to be used for the night, staff will arrange the logistics of change and communicate this to other staff, volunteers, etc. Staff will utilize current supplies available to them and make sure materials are used appropriately and maintained and replaced when necessary. When the need arises, Mercy House will secure additional supplies. With the agency's connections to local volunteer and service groups, additional resources can be provided to the clients. Site and administrative management would fall to the Mercy House staff. On a nightly basis the staff would work to provide a decent, clean environment for the clients. On a management level, Mercy House would take ownership of the volunteer recruitment and training process to aid the staff at the facilities. In order to provide services county-wide, Mercy House recognizes the need to partner with current agencies in order to deliver effective services. Fortunately, Mercy House has a history of collaborating with other agencies, relationship building, and acquiring the necessary resources to help clients. Mercy House staff would engage in outreach to guarantee other agencies are aware of how to refer clients to the program. Mercy House will utilize its long history of experience and success with homeless populations to ensure top quality services and provide emergency shelter and supportive services to 1,500 unduplicated clients and 45,000 bed nights in a fiscal year. Furthermore the agency would keep track of all services provided in order to accurately report the scope of work provided.

B-2

The staffing structure at Mercy House allows for programs to operate at multiple sites in order to help the homeless in numerous locations. Our programs are located in the cities of Santa Ana, Ontario, and Pomona. Each program at these locations is operated by a Program Manager who oversees the daily operations and ensures quality delivery of services. Mercy House has two Program Directors who supervise the program managers. The staff has an Orange County Program Director to oversee the Santa Ana programs and an Inland Empire Program Director to oversee the Ontario and Pomona programs. Both Program Directors are supervised by the Operations Director who travels county-wide to manage the entire process. She is supervised by the Executive Director. These staff members usually work forty or more hours per week, Monday through Friday. Should an issue arise when the staff member is not on duty, a residential staff member can contact the Program Directors easily for information.

Operating the Cold Weather Armory program will require Mercy House to open an additional office location which would house the emergency services team. This team will be under the supervision of the Orange County Program Director and the Operations Director.

B-3

Mercy House is currently required by the federal, state, and local governments to keep client records to provide accurate reports to funding sources. By meeting all requirements over the years, Mercy House has an excellent reputation for capturing detailed information and submitting accurate and timely reports. The agency would apply the same standards and procedures to the Cold Weather Armory Shelter program. Upon entry into the Armory program, all clients must fill in a sign in sheet and answer if they have stayed at the Armory during the current year. If the client is a new one, they must complete an intake form documenting demographics which captures all relevant client information, as mandated. Some information collected includes: age, head of household, family size, veteran status, employment status, and ethnicity. At a later time staff will enter client information into our secure client database. Staff members will be able to pull a report from our database which captures the accurate data and demographics to report on the duplicated and unduplicated clients served. The database is stored on the computer, which all staff will need a password to enter into to help protect the confidentiality of the clients. All client information not stored in the database will be in individual client files, which are stored at the emergency services office in a locked file cabinet to ensure security. Staff members are not allowed to give out client information for the sake of confidentiality.

B-4

Mercy House can meet all of the requirements put forth in the RFP.

MERCY  HOUSE

Part C

C-1

All positions listed on the organizational chart are staff positions. Volunteer positions will be added to above and beyond what the chart represents. Here is a list of the positions employed to operate the Armory Program:

- Orange County Program Director –.25 FTE
- Volunteer Coordinator - .75 FTE
- Emergency Services Manager – 1 FTE
- Cold Weather Shelter Program Coordinator Santa Ana - 1 FTE
- Cold Weather Shelter Program Coordinator Fullerton – 1 FTE
- Emergency Services Coordinator Santa Ana - 1 FTE
- Emergency Services Coordinator Fullerton - 1 FTE
- Armory Support Staff - .5 FTE
- Armory Support Staff – .5 FTE
- 4 Overnight Seasonal Staff
- Admin Associate/Program Evaluator – 1 FTE
- Bookkeeper – .10 FTE

Attached you will find the organizational chart for the agency.

C-2

The staff of Mercy House comes from different backgrounds and cultures. Some staff members who work as program managers at our transitional housing programs and at our emergency centers are bi-lingual and bi-cultural. Staff references are checked out prior to being hired in addition to staff running a basic criminal record check. Additionally, all staff working with children will be required to be fingerprinted. Attached you will find job descriptions and resumes of the key personnel.

C-3

The Orange County Program Director supervises the Emergency Services Manager. This position is responsible for ensuring effective delivery service to the Orange County emergency programs. This person will critically review all programs to determine and increase their effectiveness. They are responsible for managing the two Cold Weather Shelter Program Coordinators. One is for the Santa Ana Armory site and the other is to serve the Fullerton Armory site. Their primary responsibilities include program management, program development, and community relations. They assist with emergency case management, property management, staff and fiscal management, and volunteer coordination. The Emergency Services Coordinator (one for Santa Ana and one for Fullerton) assist in the implementation of all Armory activities to ensure quality delivery of services. They will assist with client intake, assessments, referrals, and intervention. Additionally, they assist in coordination of volunteers and support services and organization of supplies and facility needs. Furthermore, two more staff members will work part of the time as Armory support staff to assist in the same tasks as the Emergency Services Coordinators. Four seasonal staff will be hired to spend the night at the Armory. The Admin Associate will assist with program data management, grant reports, program evaluation, and general administrative duties. This position will work

with the Bookkeeper to ensure accurate reporting about the program. Volunteers will be recruited and trained by our full time Volunteer Coordinator.

Currently Mercy House is able to take on numerous volunteers because of the large outreach efforts put forth by the agency. Potential volunteer job descriptions are posted on websites, such as volunteermatch.org, the United Way website, and the Volunteer Center of Orange County website. Recruitment takes place at volunteer fairs on the local college campuses (Cal State Fullerton, UCI, and OCC). Volunteer information is also on all Mercy House literature and our website. Those interested can contact our Volunteer Coordinator and set up an individual interview and arrange for a tour of the facilities. During this time they can inquire about which volunteer positions interest them and they receive a volunteer packet with additional information. The interested party can then fill out an application (they will need to be fingerprinted if they are working with children.) Once the application is turned in they will have a monthly calendar sent to them with their volunteer schedule.

Mercy House believes that all program services should be delivered in a dignified manner. All staff will be committed to utilizing every resource available. All staff and volunteers will be trained to meet the needs of the individuals we serve.

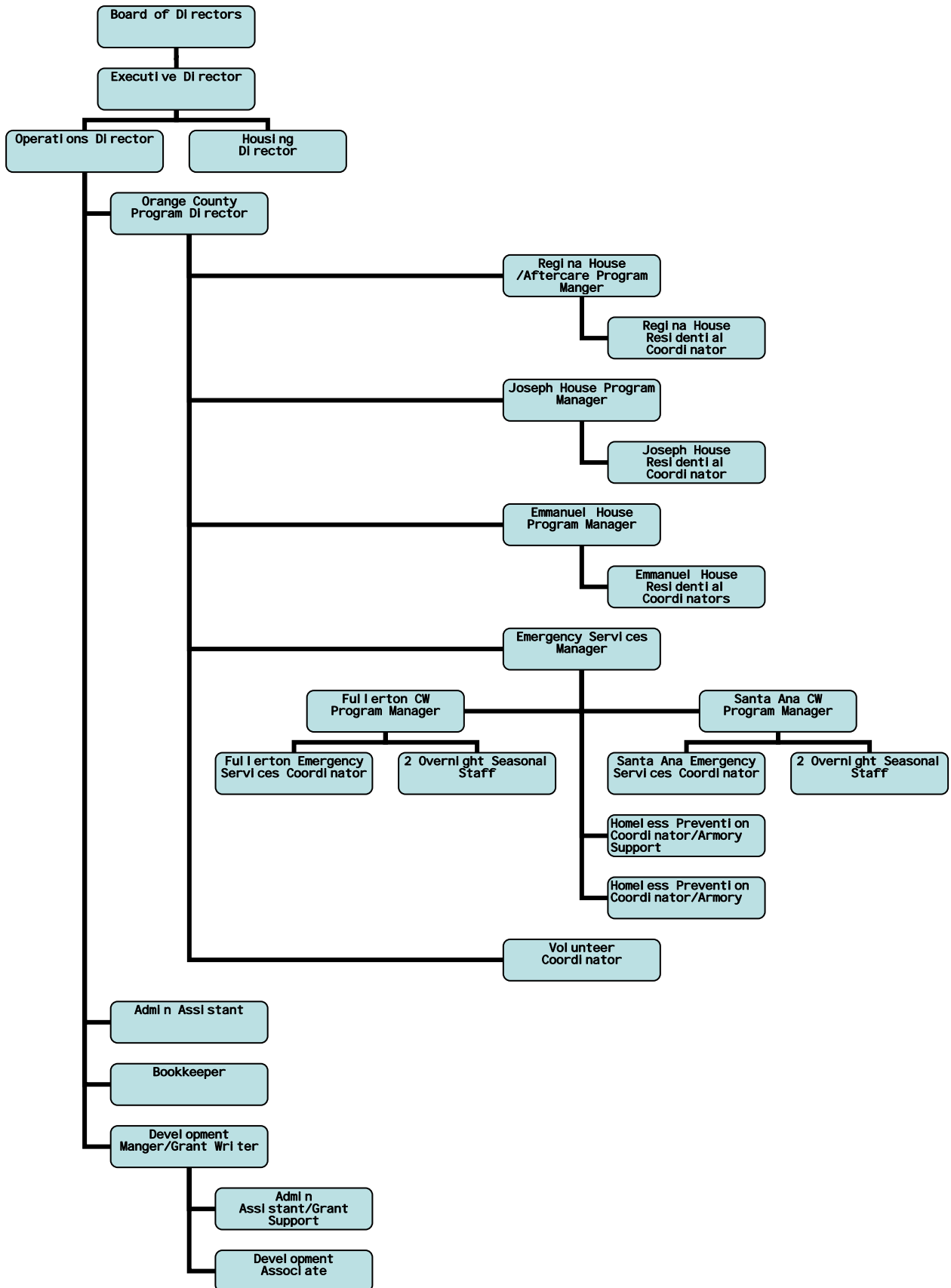
C-4

Mercy House has been successful in hiring, training, and maintaining a dynamic staff. Our Executive Director has been with the agency since its inception and as a whole there is very little staff turnover. In order to continually grow and learn, Mercy House staff members participate in detailed monthly trainings on topics of importance and relevance in order for them to perform their duties and manage their responsibilities. Some topics include crisis intervention, safety/health, and coordination/outreach. Staff members also receive specialized training based on their position. For example, staff at the Mercy House Centers receives specialized training on emergency crisis intervention. The agency also has a contract with a human resources company who allows all staff members to receive top professional training, upon the agency's request. Some topics include sexual harassment and how to be an effective supervisor. Throughout the year, staff members are also sent to locations such as the Volunteer Center and OC Partnership for additional trainings. Additionally, all Mercy House staff members are required to review the Mercy House guidebook every year. It is updated annually based on need or changes in policy.

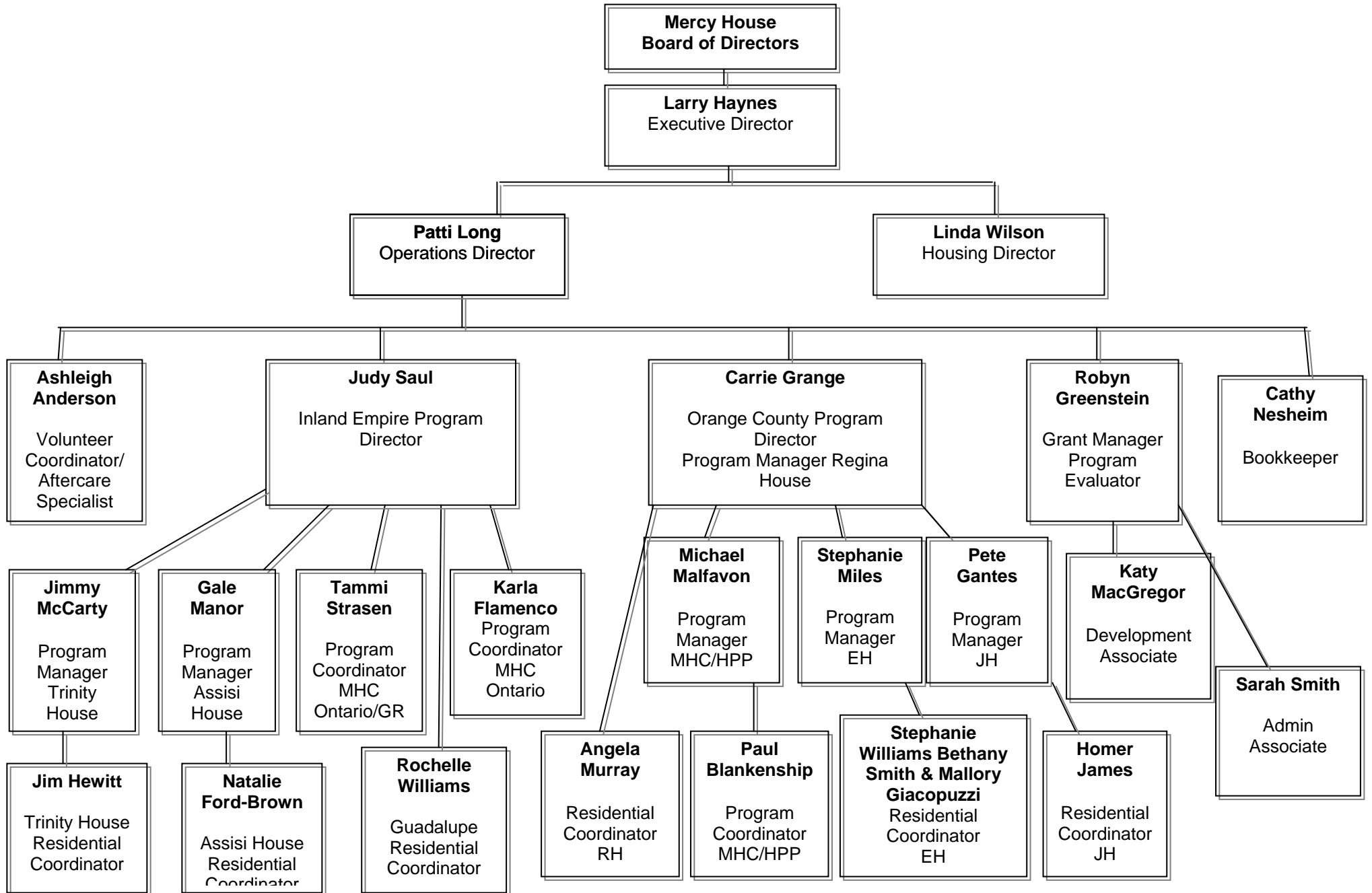


Organizational Chart

Orange County Organization Chart with the Cold Weather Program



Mercy House – Organizational Chart





Job Descriptions/Resumes of Key Personnel

Mercy House Emergency Services Manager Job Description

Introduction: The Emergency Services Manager is responsible for the performance of all emergency and preventive program activities in Orange County. Mercy House programs are continuously modified and improved in order to achieve the highest possible effectiveness. The Emergency Services Manager reports directly to the Orange County Program Director.

Dependability, responsibility and the ability to communicate effectively and respectfully are mandatory skills. Desired skills include organizational skills, effective writing skills, and creative thinking skills. Fluency in Spanish is a significant value.

I. Program Oversight

Goal: Oversee all Orange County emergency programs ensuring effective service delivery

- Provide critical review of Orange County emergency programs (Mercy House Center, Homeless Prevention Program, and the Cold Weather Armory Program)
- Provide quality assurance checks ensuring programs are audit-ready
- Assist with the implementation and tracking of program outcomes
- Conduct or coordinate quarterly Resident Advisory Council meetings
- Ensure all Properties owned or managed by Mercy House are maintained and meet our standards for safety and appearance.
- Provide monthly program reports to the Program Director

II. Program Development

- Provide creative input to the Executive, Operations, and Program Directors during planning stages of new projects
- Assist the implementation of new emergency programs

III. Staff Management

Goal: Manage Identified Program Staff facilitating optimal performance.

- Manage the emergency services program staff
- Periodically assist in various aspects of the emergency services program staffs duties
- Provide support and guidance to staff when necessary
- Coordinate trainings and orientations when needed
- Participate Program Team Meetings
- Meet with each Program Coordinator individually once a month
- Review and evaluate the emergency services staff performances
- Conduct mid year and annual reviews

IV. Community Relations

Goal: Positively advance Mercy House's reputation in the broader community.

- Maintain active involvement with neighbors and neighborhood association
- Maintain active involvement with community service organizations

- Develop new partnerships with other agencies in order to enhance our current services

V. Miscellaneous

- Participate in networking functions
- Attend staff meetings and training workshops as needed
- Supervise and train on-site volunteers as needed
- Perform ad hoc projects as appointed by Supervisor

Mercy House must reserve the right to modify, supplement, rescind, or revise all job descriptions to meet the overall needs of Mercy House except as to any language that establishes that the employment relationship is at the will of either the staff member or Mercy House.

Direct any questions you have regarding this manual to the Operations Director.

Mercy House
Cold Weather Shelter Program Coordinator – Fullerton
Job Description

Introduction: The Cold Weather Shelter Program Coordinator is responsible for coordinating program services for the Cold Weather Shelter in Fullerton. Primary responsibilities include program management, program development, and community relations. This includes supervising support staff. The Cold Weather Shelter Program Coordinator reports directly to the Program Director.

Skills required: Dependability, responsibility and the ability to communicate effectively and respectfully are mandatory skills. Desired skills include organizational skills, effective writing skills, and creative thinking skills. Fluency in Spanish is a significant value.

I. Program Management

Goal: Oversee implementation of all program services to ensure quality delivery of services.

Emergency Case Management

- Conduct outreach/intakes/assessments
- Provide crisis/conflict intervention
- Connect client with necessary support services
- Keep thorough case notes
- Motivate and inspire clients

Property Management

- Monitor facility security
- Monitor facility maintenance
- Coordinate alternative sites

Staff Management

- Manage and supervise support staff in all of their duties
- Assist in various aspects of staff's duties
- Review and evaluate staff's performance

Fiscal Management

- Budget

Volunteer Coordination

- Assist in recruiting and coordinating on-site volunteers
- Assist in coordinating special group events and holiday events

II. Program Development

Goal: Assist in establishing supportive services for the Cold Weather Army.

- Brainstorm, research and develop future programs
- Implement new services
- Maintain performance of existing services

III. Community Relations

Goal: Positively advance Mercy House's reputation in the broader community.

- Maintain active involvement with neighbors and neighborhood association
- Maintain active involvement with community service organizations

IV. Miscellaneous

- Participate in networking functions
- Attend appropriate training workshop as needed
- Attend appropriate house and staff meetings
- Complete ad hoc projects as appointed by Supervisor

Mercy House must reserve the right to modify, supplement, rescind, or revise all job descriptions to meet the overall needs of Mercy House except as to any language that establishes that the employment relationship is at the will of either the staff member or Mercy House.

Direct any questions you have regarding this manual to the Operations Director.

Mercy House
Cold Weather Shelter Program Coordinator – Santa Ana
Job Description

Introduction: The Cold Weather Shelter Program Coordinator is responsible for coordinating program services for the Cold Weather Shelter in Santa Ana. Primary responsibilities include program management, program development, and community relations. This includes supervising support staff. The Cold Weather Shelter Program Coordinator reports directly to the Program Director.

Skills required: Dependability, responsibility and the ability to communicate effectively and respectfully are mandatory skills. Desired skills include organizational skills, effective writing skills, and creative thinking skills. Fluency in Spanish is a significant value.

I. Program Management

Goal: Oversee implementation of all program services to ensure quality delivery of services.

Emergency Case Management

- Conduct outreach/intakes/assessments
- Provide crisis/conflict intervention
- Connect client with necessary support services
- Keep thorough case notes
- Motivate and inspire clients

Property Management

- Monitor facility security
- Monitor facility maintenance
- Coordinate alternative sites

Staff Management

- Manage and supervise support staff in all of their duties
- Assist in various aspects of staff's duties
- Review and evaluate staff's performance

Fiscal Management

- Budget

Volunteer Coordination

- Assist in recruiting and coordinating on-site volunteers
- Assist in coordinating special group events and holiday events

II. Program Development

Goal: Assist in establishing supportive services for the Cold Weather Armory.

- Brainstorm, research and develop future programs
- Implement new services
- Maintain performance of existing services

III. Community Relations

Goal: Positively advance Mercy House's reputation in the broader community.

- Maintain active involvement with neighbors and neighborhood association
- Maintain active involvement with community service organizations

IV. Miscellaneous

- Participate in networking functions
- Attend appropriate training workshop as needed
- Attend appropriate house and staff meetings
- Complete ad hoc projects as appointed by Supervisor

Mercy House must reserve the right to modify, supplement, rescind, or revise all job descriptions to meet the overall needs of Mercy House except as to any language that establishes that the employment relationship is at the will of either the staff member or Mercy House.

Direct any questions you have regarding this manual to the Operations Director.

Mercy House Overnight Coordinator Job Description

Introduction: The Mercy House Overnight Coordinator is a floating position that covers overnight shifts at our Cold Weather Shelter locations. The position's primary responsibilities include security and program support. This is a part time position that would include night coverage during the operating season of the Cold Weather Armory Program. The Overnight Coordinator reports directly to the CW Program Coordinator.

Skills required: Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills.

I. Security

Goal: Maintain safety and serenity of residents protecting against external and internal disruptions.

- Provide staff presence during assigned shifts
- Resolve any conflicts
- File incident reports and inform CW Program Coordinator
- Provide necessary emergency support / follow emergency procedures
- Conduct property checks

II. Program

Goal: Assist Program Manager with program functions and activities.

- Provide general support for Clients
- Observe and report on behavior and concerns
- Provide support for on-site volunteers

Mercy House must reserve the right to modify, supplement, rescind, or revise all job descriptions to meet the overall needs of Mercy House except as to any language that establishes that the employment relationship is at the will of either the staff member or Mercy House.

Direct any questions you have regarding this manual to the Operations Director.

Mercy House Volunteer Coordinator Job Description

Introduction: This position coordinates volunteer services for all Mercy House programs. Primary responsibilities include volunteer recruitment and supervision, volunteer program development, and coordinating group activities. The Volunteer Coordinator reports directly to the Operations Director.

Dependability, responsibility and the ability to communicate effectively and respectfully are mandatory skills. Desired skills include organization, effective writing and oral presentation, and creative thinking. Fluency in Spanish is a significant value.

I. Volunteer Coordination

Goal: Maintain volunteer services that enhance the quality of life for Mercy House residents and Cold Weather Armory Clients and increase program effectiveness.

- Recruit, interview, and train volunteers
- Oversee volunteer placement and performance
- Recognize volunteer achievements
- Ongoing creative input/development of new volunteer programs
- Review volunteers and programs with Program Managers

II. Group Activities

Goal: Coordinate events that promote group cohesiveness.

- Coordinate holiday events and adopt a resident program
- Coordinate special volunteer projects
- Support the Development Team with fundraising and promotional events

III. Community Outreach/PR

Goal: Promote Mercy House through out the community expanding and enhancing its reputation.

- Promote Mercy House at community events
- Prepare and maintain presentation materials
- Maintain Mercy House web site
- Build Partnerships with other service providers
- Support the Development Team with Community Outreach Activities and relationship building
- Coordinate community outreach presentations (church youth groups, college groups, service clubs)

III. Miscellaneous

- Attend appropriate staff meetings
- Ad hoc projects as appointed by Supervisor

Mercy House must reserve the right to modify, supplement, rescind, or revise all job descriptions to meet the overall needs of Mercy House except as to any language that establishes that the employment relationship is at the will of either the staff member or Mercy House.

Direct any questions you have regarding this manual to the Operations Director.

Mercy House Emergency Services Program Coordinator Job Description

Introduction: The Emergency Services Program Coordinator is responsible providing supportive services to the Cold Weather Armory Program and for the execution of the Mercy House Center's scope of services and necessary administrative support. The Center is the entry point to the Mercy House service system. The Center provides emergency resources and emotional support to homeless individuals and families. This position reports directly to the Emergency Services Manager.

Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. Fluency in Spanish is a significant value.

I. Program Management

Goal: Oversee implementation of all Mercy House Center activities to ensure quality delivery of services.

- Emergency Assistance: Oversee Client Assessments, referrals, intervention, distribution of services
- Affiliated Services
 - Recruit and coordinate services with other agencies
 - Interface with neighbors, businesses, city agencies, and police departments to address community issues stemming from the local homeless population

II. Cold Weather Armory

Assist in the implementation of all Cold Weather Armory activities to ensure quality delivery of services.

- Emergency Assistance: Assist with client intakes and assessments, referrals, intervention, distribution of services
- Affiliated Services
 - Assist in the coordination of volunteers and support services
 - Assist in the organization of supplies and facilities needs

III. Administration

Goal: Oversee administrative duties that support program services.

- Gather statistics
- Compile reports
- Disburse financial assistance
- Monitor financial activity
- Coordinate supply and service needs
- Assist with securing necessary resources

IV. Miscellaneous

- Participate in networking functions
- Attend staff meetings
- Supervise on-site volunteers as needed
- Complete ad hoc projects as appointed by Supervisor

Mercy House must reserve the right to modify, supplement, rescind, or revise all job descriptions to meet the overall needs of Mercy House except as to any language that establishes that the employment relationship is at the will of either the staff member or Mercy House.

Direct any questions you have regarding this manual to the Operations Director.

Mercy House Orange County Program Director Job Description

Introduction: The Program Director is responsible for the performance of all current program activities in Orange County. Mercy House programs are continuously modified and improved in order to achieve the highest possible effectiveness. The Program Director directly supervises all Program Managers and reports directly to the Operations Director.

Dependability, responsibility and the ability to communicate effectively and respectfully are mandatory skills. Desired skills include organizational skills, effective writing skills, and creative thinking skills. Fluency in Spanish is a significant value.

I. Program Oversight

Goal: Oversee all Orange County programs ensuring effective service delivery

- Provide critical review of Orange County programs
- Provide quality assurance checks ensuring programs are audit-ready
- Assist with the implementation and tracking of program outcomes
- Conduct or coordinate quarterly Resident Advisory Council meetings
- Ensure all Properties owned or managed by Mercy House are maintained and meet our standards for safety and appearance.
- Provide monthly program reports to the Operations Director
- Review financial reports monthly with the Operations Director and Bookkeeper

II. Program Development

- Provide creative input to the Executive, Housing, and Operations Directors during planning stages of new projects
- Assist the implementation of new programs

III. Staff Management

Goal: Manage Identified Program Staff facilitating optimal performance.

- Manage and supervise EH, JH, RH, and the Emergency Services Program Managers as well as the Volunteer Coordinator
- Periodically assist in various aspects of Program Managers' duties
- Provide support and guidance to Program Managers' when necessary
- Coordinate trainings and orientations when needed
- Conduct Program Team Meetings and collaborate
- Meet with identified staff individually once a month
- Review and evaluate EH, JH, RH and Emergency Services Program Managers' performance
- Conduct mid year and annual reviews

IV. Community Relations

Goal: Positively advance Mercy House's reputation in the broader community.

- Maintain active involvement with neighbors and neighborhood association
- Maintain active involvement with community service organizations
- Develop new partnerships with other agencies in order to enhance our current services

V. Miscellaneous

- Participate in networking functions
- Attend staff meetings and training workshops as needed
- Supervise and train on-site volunteers as needed
- Perform ad hoc projects as appointed by Supervisor

Mercy House must reserve the right to modify, supplement, rescind, or revise all job descriptions to meet the overall needs of Mercy House except as to any language that establishes that the employment relationship is at the will of either the staff member or Mercy House.

Direct any questions you have regarding this manual to the Operations Director.

Mercy House Operations Director Job Description

Introduction: The Operations Director oversees and is responsible for all of the daily activities of the agency, concretely implementing on behalf of the Executive Director the agency's mission as defined by the Board of Directors. All staff, with the exceptions of the Executive and Development Directors, reports to the Operations Director. This is an inherently dynamic position whose duties will be in constant motion. Therefore, flexibility and creativity are of premium value. The Operations Director reports to the Executive Director.

This position demands advanced leadership skills, an ability to perform under pressure, and an ability to effectively represent the agency in front of a variety of audiences. Other mandatory skills for this position include strategic planning, an ability to work independently using sound judgment, high level written and oral communication, an understanding of budgets, an understanding of fundraising, an understanding of public and private grants, and an ability to work on multiple tasks simultaneously.

I. Staff Management

Goals: 1) elicit optimal performance from staff; 2) promote Mercy House staff values

- Manage and Supervise identified staff
- Coordinate trainings and orientations when needed
- Conduct mid year and annual reviews
- Hire and fire when appropriate
- Assist Executive Director in creation of new positions

II. Program

Goal: Oversee all programs ensuring effective service delivery

- Expansion
 - Assist in development of new programs and projects
 - Develop and implement service plans and staffing structure for new projects
- Current
 - Provide critical review of existing programs
 - Oversee quality assurance checks ensuring programs are audit-ready
 - Oversee the annual development of logic models and outcome statements
 - Assist with the implementation and tracking of program outcomes
 - Oversee client tracking system
 - Conduct or coordinate quarterly client meetings

III. Administration

Goal: Oversee all administrative activities ensuring that all reporting, record keeping, communications, etc. are timely and accurate

- Assist Bookkeeper's financial management activities
- Provide support during audit
- Provide general support and oversight for administrative staff
- Manage information and technology issues serving as liaison between staff and service provider
- Operate as Administrative Team Leader

IV. Development

Goal: Assist Development Director in achieving fundraising goals

- Provide event support
- Manage Spring Event
- Organize grant-writing strategy
- Write grants as needed
- As needed support for development activities

V. Miscellaneous

- Assist Executive Director with Board Management
- Participate in networking functions
- Attend appropriate house and staff meetings
- Creative input with Executive Director
- Ad hoc projects

Mercy House must reserve the right to modify, supplement, rescind, or revise all job descriptions to meet the overall needs of Mercy House except as to any language that establishes that the employment relationship is at the will of either the staff member or Mercy House.

Direct any questions you have regarding this manual to the Operations Director.

**Mercy House
Executive Director
Job Description**

Introduction: The Executive Director is responsible for the day-to-day concrete implementation of the Board of Director's vision and reports directly to the Board of Directors. The Executive Director is the chief executive staff person and as such is held accountable for all agency activities including all administrative and programmatic operations.

I. Fiscal Management

Goal: Maintain agency's financial health and responsibility

- Generate revenues and manage expenses as targeted by the approved annual budget
- Prepare an annual budget for the following fiscal year

II. Operations

Goal: Provide leadership which facilitates optimal performance in all administrative and programmatic duties

- Motivate and support staff in all of their duties
- Manage and supervise Administrative Director and Program Director
- Review, evaluate, hire and fire staff when appropriate
- Create and fill new and existing positions according to need and with approved budget
- Develop and oversee all fundraising and administrative duties with Administrative Director
- Develop and oversee all service programs with Program Director
- Supervise maintenance of all properties
- Serve as communication liaison between Board and Staff

III. Community Relations

Goal: Enhance the agency's public reputation

- Act as primary spokesperson to press, agencies, client groups, and volunteers
- Promote positive image through extensive networking, writing, and oral presentations
- Actively participate in professional associations

IV. Miscellaneous

Goal: Address any agency need, anticipated or unanticipated

- Ongoing personal education
- Cooperate with Board in maintaining vision and developing expansion plans

Mercy House must reserve the right to modify, supplement, rescind, or revise all job descriptions to meet the overall needs of Mercy House except as to any language that establishes that the employment relationship is at the will of either the staff member or Mercy House.

Direct any questions you have regarding this manual to the Operations Director.

Mercy House
Admin Associate / Program Evaluator
Job Description

Introduction: The Administrative Associate provides administrative support, grant support, data management and program evaluation. This position reports directly to the Development Manager

Skills required: reliability, responsibility, attention to detail, effective with oral and written communication, ability to meet deadlines, ability to work co-operatively as a part of a team, ability to work independently, ability to multi-task, and use sound judgment.

I. Grant Management Support

Goal: To ensure that the organization continues its excellent reputation with existing funders.

- Research community and program statistics as needed
- Gather information from Executive Director, Operations Director and Program Directors to determine funding needs
- Research and identify possible funding sources
- Write and organize grants
- Organize grant billing schedule and submit reports
- Prepare grant reports
- Program data management

II. Program Evaluation

Goal: To ensure the successful completion of program performance outcomes

- Assist in the development of logic models and outcome statements
- Assist with the implementation and tracking of program outcomes

III. General Administrative Duties

Goal: To ensure the office is organized and supplied with appropriate materials.

- Perform office tasks as needed (faxing, copying, etc.)
- Purchase and maintain office needs (office supplies, oversee maintenance of office equipment)

IV. Miscellaneous

- Participate in networking functions
- Attend staff meetings
- Supervise and train on-site volunteers as needed
- Attend training workshops as needed



MERCY HOUSE

LARRY HAYNES, EXECUTIVE DIRECTOR

Larry Haynes joined Mercy House in May of 1990 as its original employee and continues to serve as the agency's Executive Director. Mr. Haynes received his B.A. in History and Political Science from Southern California College and then attended U.S.C.'s School of Religion where he worked on his Ph.D. in Social Ethics (did not complete).

Mr. Haynes has extensive experience in the area of homelessness and related issues. Some of his affiliations are as follows:

- 18 years experience in operating a shelter (1988-present)
- Interfaith Shelter Network, Co-Founder and Chair (1989-1994)
- French Court Neighborhood Association, Board Member (1990-2000)
- Shelter Provider Forum, Founder and Chair (1992-1995)
- Santa Ana Empowerment Zone, Board Member (2000-2004)
- Historic French Park Association, Board Member (1996-present)
- EFSP (FEMA), Board Member (1996-present)

In addition, Mr. Haynes continues to serve as a member of numerous city task forces and community groups.

Mr. Haynes is married with two daughters. He also serves as a Lay Preacher at Trinity Episcopal Church in Orange, California.

Patricia Evelyn Long
13346 Emerald Way
Chino Hills, CA 91709
(909) 591-1575

Employment Objective:

To obtain a position in the non-profit field that will utilize my experience and skills in order to address the issue of Homelessness.

Employment Experience:

Program Manager of the Child Shuttle Too Program, Fullerton Interfaith Emergency Service

As the Program Manager of the Child Shuttle Too program, I am responsible for program development, grant management, training and coordination of collaborative agencies.

May 2001 -- present

Case Management Coordinator, New Vista Transitional Living Center/ Fullerton Interfaith Emergency Service

As the Case Manager for New Vista I assisted in the development of support services for New Vista residents and assisted each family in developing a successful program plan. Additionally, I was responsible for monitoring each family's progress and keeping record of their achievements through written and verbal reports.

August 99 -- present

Program Director, New Vista Transitional Living Center/ Fullerton Interfaith Emergency Service

As the Program Director I was responsible for program development, community outreach, and volunteer management.

March 99 -- August 99

Executive Director, The Homeless Intervention and Shelter House (H.I.S. House)

As the Executive Director, I was responsible for the management of two shelter programs. Some of my tasks included program development, community outreach, grant writing, grant administration, staff supervision, and volunteer management.

April 1995 -- January 1999

Program Director, The Orange County Homeless Issues Task Force

As the Program Director I was responsible for the coordination of the Interfaith Shelter Network Program (I.S.N.) and the Orange County Employment Action Network Program (OCEAN). Some of my duties included program development, community outreach, grant management, staff supervision, and volunteer management.

June 1992 - March 1995

Case Management Coordinator, The Orange County Homeless Issues Task Force

As the Case Management Coordinator I was responsible for the development of support services, volunteer training and helping clients achieve both personal and program goals.

October 1989 -- June 1992

The Common Life Community

This community was committed to serving meals and providing shelter to the homeless in Santa Ana. As a community member my responsibilities included resident intake, case management, meal preparation, and program management.

June 1986 -- June 1989

Education:

California State University, Fullerton, Ca, (90 semester units towards a Bachelor of Science Degree in Human Services), 1986 - 1992

Southern California College, Newport Beach, Ca, 1984 - 1986. Emphasis of study, Liberal Arts

Community Involvement:

Volunteer Program Director for Interfaith Shelter Network - 1999 -- 2001

Volunteered on the Special Events Committee for Habitat, Orange County - 1998

Chair of the Shelter Provider Forum - 1998

Chair of the OCEAN Steering Committee - 1994

Volunteered as a resident mentor at Mercy House - 1990

References: Available upon request.

Carrie R. Grange

160 S. Highland Ave.
Placentia CA, 92870
(714) 528-2652

Education

Masters Degree in Psychology (MFT)
California State Polytechnic University, Pomona, June 2002

Bachelor of Science in Child and Adolescent Studies
California State University, Fullerton, May 1999

Work Experience

Program Manager and Volunteer Coordinator
Mercy House (December 2004-currently employed)
Case management, property management, recruiting and training volunteers

Counseling Intern
Upland Unified School District (March 2003-December 2004)
Individual and group therapy working in two elementary schools and a continuation high school

Preschool Teacher, Discovery Depot
Yorba Linda, Ca (June 2002-September 2004)
Responsible for the care of four and five year old children
Planning and implementing daily lesson plans consisting of academics and art.

Marriage and Family Therapist Intern, Gary Center
La Habra, Ca. (September 2001-June 2002)
Performing individual therapy with elementary aged children
Co-facilitating bi-monthly support groups for teenage mothers

Substitute Teacher
Placentia-Yorba Linda Unified School District (September 2000-June 2003)
Substituting in grades kindergarten through high school

Community Activities

Mentor for the YMCA Youth Shelter Program
Teacher's helper in children's ministries at Rose Drive Friends Church
T-ball coach for the YMCA
Team mom of NJB
Teacher's Aide at Hurley Elementary School in La Puente
Teacher's Aide at Orangewood School and Residence

Computer Skills

Microsoft Word
Excel

Michael Malfavon
1315 South Flower
Santa Ana CA 92707
714-235-4338

QUALIFICATIONS:

60 wpm, 10-key, excel, MS Word, Internet, Data Entry. Can handle many tasks at once. Great organization skills. Eager and fast learner. Bi-lingual - Spanish.

EXPERIENCE:

2005 – 2007

Mercy House
Santa Ana CA

Mercy House / Homeless Prevention Program Manager

Responsible for overseeing and implementing client assessments, referrals, intervention, and distribution of services. Implement and oversee the Homeless Prevention Program including, case management, follow up, and disbursing of financial assistance. Manage, supervise, and train all Mercy House Center staff, volunteers, and interns. Also responsible for outreach and liaison to agency, city and community agencies. Compile, gather, and monitor reports, statistics, and financial activity. Knowledge and implementation of company policies and procedures.

2004 – 2005

Mercy House

Mercy House Center Program Coordinator

Responsible for providing emergency crises intervention, referrals, and other services to clients. Community outreach, and data entry.

2002-2004

Mercy House
Santa Ana CA

Emmanuel House / Mercy House Volunteer Program Coordinator

Conduct case management, intakes, and exits for clients. Also assisted with facilitating client budgets, savings, and goal settings. Recruit, interview and train volunteers. Compile administrative reports. Community outreach.

2001 – 2002

Island Dreams
Santa Ana CA

Responsible for all aspects of food and beverage service. Duties include set up and closing the bar. Created specialty drinks, Customer Service, stocking, knowledge of wines and aperitifs, mixed drinks, and coffees. Booking and confirmation of shows, public relations, marketing, ticketing, fundraising, and Master of Ceremonies

COMMUNITY SERVICE:

Aids Services Foundation, The Center Orange County, Board of Directors for Christ Chapel MCC, Fundraising Coordinator, AIDS Walk Orange County, Long Beach Gay and Lesbian Pride Festival.

PAUL HOUSTON BLANKENSHIP

OBJECTIVE

To be an instrument of love to the world through education and service.

FUNCTIONAL SUMMARY

Lecturer at Vanguard University, Pt. Loma Nazarene University, and Azusa Pacific University

Teaching Assistant at Vanguard University: Fall 04 and Spring 05

English Teacher in China--Summer 2004

Founder of Erase the Dark, a not-for-profit seeking to educate society about the relationship between pornography and violence against women and children: www.ErasetheDark.com

President of Students for Social Action at Vanguard University, a student run organization seeking to educate about relevant social issues, and, subsequently, prompt individuals to social action

EMPLOYMENT

2002-Present Care House Life Ministries San Diego, CA
Assistant to the Director

2007-Present Mercy House Santa Ana, CA
Program Coordinator for Mercy House Center/HPP: provides emergency services, crisis intervention, referrals, and other urgent needs to clients in dire situations.

EDUCATION

9/01-5/05 Vanguard University Costa Mesa, CA
Major: *Sociology*; Minor: *Women's Studies*

- Alpha Kappa Delta (International Sociology Honor Society)
- Phi Alpha Theta (International History Honor Society)
- Accepted as a History student at Oxford University in England
- Graduated *magna cum laude* (3.86 GPA)
- Awarded "Delta Kappa" for outstanding service to humankind
- Elected sole commencement speaker to 8,000

REFERNCES

Available upon request from Dr. Elizabeth Leonard and Larry Haynes

ASHLEIGH ANDERSON

1000 S. Lemon St. Apt. H • Anaheim, CA 92805 • 714-272-5985 • ashleigh_anderson@hotmail.com

SKILLS PROFILE

- Good computer skills and knowledge of Microsoft applications
- Good organizational skills and experience in handling confidential paperwork
- Ability to communicate effectively with various audiences
- Strong writing and research skills

EDUCATION

- B.A. Psychology, Minor in Political Science** 2003
Loyola Marymount University, Los Angeles, CA
- Volunteer Management Certificate** January 2008
Volunteer Center of Orange County, Santa Ana, CA
- Paralegal Certificate** September 2008
University of California, Irvine, CA

EMPLOYMENT HISTORY

- Volunteer Coordinator and Aftercare Specialist** 2005- Present
Mercy House Transitional Living Centers, Inc., Santa Ana, CA
- Recruit, interview, and train volunteers; Oversee volunteer placement and performance; Recognize volunteer achievements; Develop new volunteer opportunities; Volunteer Program evaluation
 - Coordinate appropriate supportive services to graduates of the Mercy House Transitional Shelters, which includes, case management, program coordination, and property management of a nine unit affordable housing complex.
- AmeriCorps Volunteer Development Specialist** 2004-2005
Orange County AmeriCorps Alliance through the CSU Fullerton Foundation, Fullerton, CA
- Pioneered a new framework for recruiting, tracking, and maintaining volunteers for over 30 after-school program.
 - Enhanced the UCI Volunteer Center's volunteer management systems by designing and implementing an online and office calendar of volunteer opportunities for students.
 - Chaired the UCI National Youth Service Day/Earth Day Celebration Taskforce bringing environmentally friendly service projects to 350 youth in Orange County.
- Associate Program Director and Intern, Global Network** 2003-2004
Vital Voices Global Partnership, Washington, DC
- Coordinated all logistics for the Georgetown leadership Institute, including, transportation and travel arrangements, writing program reports, and assessing program evaluations.
 - Managed the domestic aspects of the Back-to-Work/Back-to-School Uniform project for Afghan Women & Girls. Communicated regularly with the field Director, attended briefings and lectures on the status in Afghanistan, communicated with U.S. and Afghani government officials, and prepared reports for grant reporting.
 - Conducted research for grant proposals and newsletter on women's issues.
 - Agency support with network outreach to improve communication with alumni, streamlined the database system, conducted a mass mailing for the annual Benefit, note taking, and summary write-ups for the trainings.
- Job Coach** 2000-2002
Rehabilitation Institute of Southern CA, Orange, CA
- Coached developmentally disabled adults to perform their jobs to the best of their ability. Assessed client's performance and well-being for CA state reporting.

References Available Upon Request

MERCY  HOUSE

Part D

D-1

Attached you will find the last three year's worth of audited financial statements.

D-2

In order to fully operate the Cold Weather Armory Shelter Program, Mercy House would have to participate in additional fundraising. Our Development Manager would be responsible for submitting grant applications for EFSP funds through FEMA, state EHAP funds, Orange County ESG funds, and Santa Ana ESG funds. These potential funding sources will be pursued as necessary. The agency also has a multi-faceted approach to fundraising and has the ability to continue our current fundraising efforts, which include an annual golf tournament and Spring Event. Combined these events net annually \$200,000. Mercy House has a long history of grant writing to public and private sources and this process would continue. Between both public and private sources, Mercy House received over \$928,000 in grant funding last fiscal year.

D-3

Attached you will find Exhibit B.

D-4

Attached you will find Exhibit C and leveraging information.

MERCY  HOUSE

Part E

E-1

Mercy House anticipates serving 1,500 unduplicated clients in a given fiscal year while operating the Cold Weather Armory Emergency Shelter. If the program operates for 149 nights, the Mercy House is capable of providing 45,000 bed nights. The program intends to help homeless individuals and families escape the streets for a night. Potential clients can wait at designated bus stops to be picked up and taken to the Armory sites. All potential clients will be screened at intake. They are provided a snack after intake, dinner at night, a mattress with blankets to sleep on, access to shower facilities, and breakfast in the morning. The Armory also serves as an access point to connect clients with additional supportive services to help address their immediate needs. Some examples of service linkages include food stamps, Medi-Cal, Children and Family Services, and housing resources.

E-2

Before entering into the facility, all clients will line up and be checked by security guards. There will be a sign in sheet for each client to clearly write their name. In addition to their name, a "yes" or "no" answer is kept on the sign in sheet. This signifies their answer as to whether or not they have stayed at the Armory during the current year. If a client is new they will be fingerprinted and photographed. Then they will be asked additional questions regarding their age, their head of the household, family size, veteran status, and ethnicity. All new clients are asked to read the rules regarding their stay at the Armory. Everyone will be asked if they understand the rules and intake forms. If English is a client's second language, rules and intake forms will be explained in their primary language, whenever possible. In order to be eligible for the program, the client must be homeless. During the intake process, Mercy House staff will conduct a needs assessment and keep all relevant information and referrals in their client file. Later all client information will be added to our secure database in order for Mercy House to track the number of clients served (duplicated and unduplicated) and the number of bed nights provided.

E-3

The staff member responsible for training staff and volunteers on a nightly basis to ensure the intake process meets all requirements is the Cold Weather Shelter Program Coordinator. The staff person responsible to train staff and volunteers on a nightly basis to ensure the set up process and food distribution meets all requirements is the Emergency Services Program Coordinator.

E-4

Historically, Mercy House has collaborated with other agencies, service providers, and churches when a client's needs cannot be met immediately. In these circumstances, program staff will provide referrals and additional resources to the clients to help them find and maintain a level of self-sufficiency. Referrals are based on client inquiry and staff observation. Needs are assessed at client intake and staff will help clients follow-up with the appropriate resources. All information about successfully connecting a client to an appropriate referral will be kept in their case file along with basic case notes. The Mercy House Center serves as an additional resource for clients to receive additional

support outside of the Armory. The Center has trained staff and resources to help secure basic needs, allow clients to access a telephone to follow-up on referrals, and receive assistance for transportation, IDs, and prescriptions.

E-5

Our agency understands that in order to meet the needs of this diverse population, it will require a collaborative effort. Mercy House will partner with numerous agencies in order to allow the client to receive the best services possible. The Armory is a high profile program throughout the county; therefore our staff and public relations team will work to make certain that positive information regarding client success, volunteer involvement, and important activities will be submitted for public record. Stories of interest can be made public with our team working with local newspapers and publications.

E-6

Mercy House will draw from its past experience with the Armory as well as reaching out to past service providers who have facilitated the program to discuss the best practices for execution of the program. This way all parties involved can create a smooth and effective transition and ensure our priority is the needs of the clients. In anticipation of the expansion of services effective July 1, 2008, Mercy House will be searching for additional office space and interviewing potential staff members. Beginning July 1st, the Mercy House staff will hire and train the new Armory staff and volunteers and partners in order to prepare them for the operation of the program. In preparation for the opening date, the first quarter of the fiscal year will be devoted to preparing the agency for this growth and giving the program the full attention which it deserves. During this time the agency will be working with the County of Orange staff to purchase any necessary supplies, attend necessary planning meetings, and any ad hoc tasks to make sure the program will be operational at the beginning of the second quarter of the fiscal year.

E-7

The intention of the Armory program is to have the emergency needs of the homeless individuals and families be met. By staying at the Armory for the night, the client is immediately provided with meals, showers, a bed, hygiene supplies, and a blanket. This program provides emergency case management for those utilizing the facility in order to connect them to additional resources to help them find and maintain some level of self-sufficiency. Mercy House staff help facilitate the process. By networking with local congregations, volunteer groups, and service groups, they will be able to provide Armory clients with special need items, such as scarves, hats, and holiday gifts. If a need cannot be immediately met, then the staff will provide a referral to another social service agency who can aid the clients with their specific needs. Representatives from the collaborative agencies will be on site to immediately connect with clients. Numerous clients will be referred to the Mercy House Center in Santa Ana because the program has resources available to increase the knowledge of the clients to address their housing and financial issues.

E-8

Mercy House acknowledges that not all of the needs of the clients can be met by their stay for the night at the Armory. As a result, Mercy House will collaborate with other social service agencies. It is the responsibility of the Mercy House staff to coordinate with different agencies a schedule to allow representatives to come on site and meet face to face with the clients to provide services immediately and effectively. Mercy House is committed to maintaining current relationships with partners in addition to expanding our partner list in order to provide more opportunities for the clients. Churches, service groups, families, and individuals will be contacted by our Volunteer Coordinator to provide items of need to the clients, such as clothing.

E-9

Providing safe and dignified shelter is a priority for Mercy House. All staff are a part of an annual health and safety training to educate staff on taking precautions in order to avoid health and safety hazards. In addition, all staff will be trained and CPR certified. In order to provide the highest level of security on site, staff and volunteers will be responsible for conducting daily property checks to ensure no safety hazards on site. The inspection will include a visual check followed by a write up on the status/condition of the facility. The inspection includes the following areas: restrooms (dispensers, trash cans, counters, mirrors, toilets, floors), shower and locker rooms (dispensers, trash cans, showers, floors, lockers, benches, walls, floor drains, walkways), and entry ways/lobbies/hallways (floors, trash cans, doors, stairs, counters.) During hours of operation there will always be a Mercy House staff member on site along with security guards.

E-10

Security measures are a priority for Mercy House to ensure a safe environment for the clients. At each of the bus pick-up locations a security guard will maintain crowd control and make sure that those entering onto the bus are cooperative and not violent. The guards on site will be staffed outside and inside. The outside guard marks off an area for the clients to line up after the bus has dropped them off. Each client is searched by the security guard before entry into the shelter. Potential weapons found by the security guards will be marked with the client's name and kept in a locked box. (The weapons will be returned to the clients when they leave in the morning.) No clients are allowed to leave the property once they have been searched by the guard and enter into the facility. The guards are responsible for patrolling the area around the Armory and watching all staff and volunteers as they go to and from their cars. The guards on the inside of the facility watch crowd control to help the process of serving dinner run smoothly. They will be checking the bathrooms frequently to confirm that no illegal activities occur. Additionally they will check the sleeping quarters to ensure tranquility between the clients. Guards serve as helpers to the staff on duty and will perform ad hoc tasks as required. In the morning they assist staff in waking the clients up in order for them to be ready for the bus on time. It is understood that guards will not leave their post at any time and that they will be alert during their entire shift.

E-11

With the nature of the population being served at the Armory, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Staff and volunteers at the sites will be provided with additional emergency contact numbers for the Santa Ana and Fullerton Police, Santa Ana Armory Cold Weather, Fullerton Armory Cold Weather, Security Company, Bus Company, Sheriff's Department for food and linen, Trash Company, County of Orange phone numbers, and Mercy House senior staff. All staff and volunteers at the Armory program are trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

E-12

A transportation plan would be in place to make sure that the clients are transported to and from the Armory program properly. Mercy House would maintain the current contracts for transportation services to and from the Armories from specified pick-up/drop-off sites, as coordinated with the Santa Ana and Fullerton Police Departments. There are two locations in Anaheim (La Palma/Gilbert and N. La Palma Parkway/Swan) for transportation to the Fullerton Armory. For the Santa Ana Armory site, the pickup locations are Flower and Civic Center and the Orange County Rescue Mission. One pick up is scheduled for 5 pm and the other is for 5:30 pm.

E-13

Mercy House will provide all clients with a snack after intake, dinner at night, and breakfast in the morning. Dinners are hot meals prepared off site and served by staff and volunteer groups. Mercy House will contract with an outside source to provide 150 evening meals at each of the Armory locations. Breakfasts will be continental style with fruit juice, hot coffee, creamer, and sugar and provided by Mercy House directly. Disposable eating utensils will be provided.

E-14

During times of military activities, Mercy House will be required to secure alternative sites for the clients to utilize for the night. Staff will utilize a list of already established "Alternate Sites" and will work to add more potential sites. Community centers, churches, and temples able to house 125 homeless individuals are some potential sites on the list. It is the hope that these facilities will rise to the occasion and help the clients in need of shelter for the night. When a site is needed, Mercy House will coordinate with other potential facilities and arrange for the transportation of all supplies to the new site. Once sites have been booked, Mercy House will prepare an announcement listing dates when alternative sites will be used with site addresses and directions. The announcement will be distributed to homeless populations and organizations that have regular contact with the Armory. All staff and volunteers will be informed of the change of site location.

E-15

Mercy House has a long history of working well in neighborhoods. The agency becomes a positive partner by interacting with neighbors through neighborhood association meetings and volunteering with local activities (e.g., farmer's market, neighborhood

clean-up.) Our strength has been to come into a community and run programs well, provide beautiful, dignified housing, build relationships, and listen to concerns. There is always the invitation to have an open dialogue to discuss solutions, should problems arise. Mercy House would carry this same philosophy while operating the Armory program. The goal is to operate the program with minimal impact to the surrounding area. This would happen by establishing strong relationships nearby at the main and alternative site locations. Ensuring appropriate security measures and lineup/intake procedures will minimize problems and complaints from the neighborhood. Support from the neighborhood volunteer groups, churches, families, etc. help the community to feel invested in the program and feel as though they are a part of the quality services being delivered.

E-16

Staff and volunteers will set-up, take-down, and clean-up of each site for each night of operation. Some tasks will take place on a daily basis and others will take place on a weekly basis. Mercy House staff and volunteers will arrive prior to the opening in order to set up and ensure the cleanliness and safety of the facility and prepare for the intake process and nightly activities. Each facility will be cleaned after dinner by staff and volunteers and in the morning prior to closing before the designated departure time.

E-17

A communication with Housing and Community Services will be in effect to make certain that the county staff is aware of the activities at the Armory facilities. Should any issues arise staff and volunteers will be trained to handle them immediately and effectively. When necessary, police and medical units will be called in to assist. Mercy House staff will be responsible for completing an incident report at that time and then will inform the appropriate individuals. All protocol will be followed according to County standards.

California National Guard License Agreement

LICENSE NO. _____

LICENSE TO USE STATE MILITARY FACILITY

THIS AGREEMENT, made and entered into this ___ day of _____ 2007 by and between the armory board of the State Military Facility located at:

(Address) (City, State and Zip)
acting on behalf of the Adjutant General pursuant to Section 431 and 432 Military and Veterans Code, State of California hereinafter called the BOARD, and
County of Orange, Housing and Community Services Department, ATTN:
Judi Crumly, 1300 South Grand Avenue, Santa Ana, CA 92705

(Name and Address of Licensee)
hereinafter called the LICENSEE:

WITNESSETH

That the BOARD in consideration of the payment in advance by the Licensee of the TOTAL LICENSE FEE shown below, hereby authorizes and permits the LICENSEE to use the hereinafter described area of said facility during the times and or the purposes specified.

- A. **Dates and times of use:** The armory facility will be available for use as an Emergency Shelter nightly between the hours of 7:00 p.m. through 7:00 a.m., 15 October 2007 through 15 April 2008, EXCEPT: during any period that any organization of the State Militia or of the Armed Forces of the United States is conducting drills or other military training or activity at the armory (or during any period that the armories have been designated by the Governor or the Adjutant General for use appropriate to a condition of emergency).
- B. **Purposes (in detail):** In accordance with Section 15301 of the California Government Codes, the Emergency Shelter Program (ESP) is an emergency response operation in order to prevent the "loss of life" of homeless persons during severe winter weather conditions.
- C. **Facility area to be used:** Drill Floor / Latrines / Showers / Fire Marshal approved Kitchens/ Motor Park for placement of storage containers (IF REQUIRED).
- D. **Basic rental rates:** \$ _____ / per day x number of days (Personnel and utility costs are included). A surcharge will be accessed in the event utility usage exceeds the amount allocated in the program budget.
- E. The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Licensee Address

Day and Evening Phone Numbers

Approved: _____
Operations Sergeant Major

It Is Mutually Agreed as Follows:

1. That the LICENSEE shall comply with all applicable statutes, laws, ordinances and rules and regulations adopted by the Federal, State or any City, City and County, County or other body politic and which pertains to the said use of said premises or any provisions of the License.
2. That the LICENSEE shall not drive any nails, tacks, pins, or other objects into the floor, walls, ceilings, partitions, windows, woodwork, or other part of said premises, nor change in any manner or move any fixture on said premises, or make any alterations or changes in said premises without the written consent of the ARMORY BOARD, hereinafter referred to as the BOARD.
3. That upon expiration of this license LICENSEE will surrender to the BOARD the premises with its appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof and Acts of God excepted.
4. That this agreement shall not be assigned or sublet, in whole or in part, without the written consent of the BOARD.
5. That the LICENSEE is responsible for providing temporary emergency exit lighting that meets all State, County and City codes unless the facility is so equipped.
6. That upon completion of the use of said premises, the LICENSEE shall promptly remove all decorations, displays, and equipment used on the premises by the Licensee.
7. That the LICENSEE shall comply with such reasonable rules and regulations as may be prescribed by the BOARD, THE ADJUTANT GENERAL and the STATE OF CALIFORNIA for the use and occupation of State Facilities.
8. That the BOARD shall supply normal utilities for the use of said premises.
9. That the LICENSEE shall not suffer or permit any intoxicating beverage to be sold, offered for sale, exposed for sale, stored, given away or otherwise disposed of or consumed in or upon any part of said premises.
10. That the LICENSEE shall not suffer or permit any use of tobacco products in any part of said premises or within 20 feet of entrance/exit doorways.
11. That LICENSEE shall indemnify and save harmless the BOARD, the Adjutant General, the State, and their officers, agents and employees against any and all loss, damage, injury or liability that may be suffered or incurred by the BOARD, the Adjutant General, the State, or their officers, agents or employees caused by, arising out of, or in any way connected with the use by LICENSEE of the above premises or any part thereof or the exercise of the rights or privileges herein granted.
12. That the BOARD may cancel this license at any time upon repayment of any unearned license fee.
13. That this license shall not extend for a period of more than one year unless expressly so provided herein and provided further that the license is approved by the Department of General Services.
14. ADDENDUM: Any attached addendum and provisions constitute a part of this license.

**ADDENDUM TO CAL NG FORM 210-29
LICENSE TO USE STATE MILITARY FACILITY**

In addition to the standard conditions contained in the License Agreement, the Licensee agrees to the following terms and conditions:

1. In accordance with State of California law, Government Code Section 15301, the armory will be available as a homeless shelter between 15 October and 15 April of the next year.
2. Each day, the armory facility will be available for use as a homeless shelter between the hours of 7:00 p.m. and 7:00 a.m.
3. The armory will not be available during state or federal emergencies, unit activations, or Friday and Saturday nights when required for National Guard training.
4. The contracting County / City are responsible for the operation of the homeless shelter, but may provide on site management through a non-profit organization.
5. The County / City shall provide security for the homeless shelter operation by employing a uniformed security officer with a current and valid security guard card, who will be on the premises of the armory one hour before the shelter opens until one hour after lights out. The security officer shall have access to a telephone, provided by the care provider, for calling the appropriate law enforcement agency, should it be necessary. Prior to leaving the armory they will advise the military armory supervisor.
6. The County / City shall take whatever steps necessary to ensure that clients of the shelter are not on the premises or, in the immediate vicinity of the armory outside of the hours of shelter operation. If at any time the National Guard is dissatisfied with the efforts of the County / City, in this regard, the County / City shall meet with the National Guard to explore additional steps to comply with this condition; which may include busing of clients from other location to and from the armory.
7. The County / City shall provide janitorial service for the restrooms, showers, and drill floor by a licensed contractor or qualified civil service employee. The armory will be cleaned and sanitized according to the standards set forth in Exhibit "A" to this addendum.
8. The County / City shall supply sanitary items and paper products necessary for the operation of the Emergency Shelter Program, to include, but not limited to: Cleaning / sanitizing supplies and equipment, liquid soap, paper towel, and toilet paper.
9. The County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation if requested.
10. The County / City shall not use the armory kitchen unless it is first inspected by the State Fire Marshall and meets all applicable fire codes. It is, however, permissible to use the

kitchen for temporary food storage, providing that all food will be removed and surfaces cleaned on a daily basis when the shelter operation is underway.

11. Funding will be the responsibility of each County / City agency. Payment for armory rental is required no later than 30 days after receipt of invoice.
12. The County / City shall ensure repairs caused by the use of the armory as a homeless shelter are completed by a qualified and licensed repairman in a timely manner.
13. The County / City shall meet with the National Guard and discuss the formation of a community advisory for the purpose of developing alternatives to use of the armory as a homeless shelter.
14. The County / City are public entities, which are self-insured. The County/City will be responsible for any damage caused to the armory by its use as a homeless shelter. In addition, they shall indemnify the National Guard for any injuries caused by the use of the armory as a homeless shelter.
15. If the County / City should find an alternative location for the shelter, they have the exclusive right to discontinue use of the armory and bear no additional expense.
16. Basic rental rate is \$ _____ per night.
17. Personnel and utility charges are included in the basic rental costs. However, in the event of an unforeseen and significant spike/increase in utility costs, a corresponding increase in rental costs may occur.
18. No alteration or variation of the terms of this license shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Licensee

Licensee Address

Day and Evening Phone Numbers

Approved: _____
Operations Sergeant Major

EXHIBIT "A" – JANITORIAL AND CLEANUP

DAILY

Restrooms:

- Fill and clean all dispensers, to include soap, paper towels and toilet paper products
- Empty, clean, and disinfect all waste receptacles and insert new liners
- Clean and disinfect all wash basins, counters, and fixtures with non-abrasive cleaner
- Clean all chrome, stainless steel, and polish to a shine
- Wash and disinfect all urinals and toilets, removing stains , and cleaning under rims and flush holes
- Clean and disinfect toilet seats, fixtures and outside surfaces of urinals and toilets
- Dust and spot clean with detergent all partitions, walls, doors, and other surfaces

Shower/locker rooms:

- Fill and clean all dispensers
- Empty, clean, and disinfect all waste receptacles and insert liners
- Scrub and disinfect with anti-fungal cleanser, all shower areas and fixtures. (All surfaces shall be free of soap scum, body oils, mineral deposits, stains, and orders)
- Sweep and damp mop floors with disinfectant
- Dust and spot clean lockers and benches. (Benches shall be left dry)
- Dust and spot clean all doors, walls, partitions, mirrors and other surfaces
- Clean floor drains of hair, soap and all other materials
- Scrub entrances and walkways with deck scrub brush and disinfectant cleanser

Entry Ways/Lobbies/Hallways/Corridors/Traffic Areas/Stairs:

- Dust mop floors
- Damp mop floors
- Empty and clean wastebaskets, central recycling bins, and trash barrels, including those outside entrances, and replace liners. (Wastebaskets and trash cans shall be free of stains and odors)
- Clean doors, door glass, frames, and kick-plates on both sides
- Sweep and damp mop stairways, damp wipe handrails
- Dust and wipe clean with damp or treated cloth: partitions, walls, baseboards, counters, cabinets and all other horizontal surfaces
- Sweep outside entryways
- Empty and clean ashtrays, screen all sand urns. (Replenish sand as needed)

Other Services:

- Collect and discard debris in exterior areas that are accessible by clients, to include randomly discarded cigarette butts and paper trash (not located within fenced portion of property)
- Sweep all exterior entrances and patios, empty and replace liners, clean garbage cans and cigarette urns, clean exterior furniture as needed
- Janitorial closets and storage spaces shall be kept clean, neat, and orderly
- Spot clean walls
- Clean phone booths and fixtures
- Clean, sanitize, and polish drinking fountains

WEEKLY

Restrooms:

- Clean urinals and toilets with liquid toilet bowl cleaner to remove and prevent build-up of stains and deposits
- Pour a large pail of water down floor drains
- Washing and disinfect walls, partitions, frames, and doors

Shower/locker rooms:

- Clean and disinfect exterior of all lockers. (Do not allow water to drip into lockers)
- Clean and disinfect all doors, walls, partitions, and benches. (Leave benches completely dry)

Other Services:

- Damp wipe all doors, walls, frames, sills, counters, baseboards, etc.
- Remove all cobwebs

MONTHLY

- Spray buff resilient and hard surface floors
- Clean window blinds
- Scrub clean all surfaces in showers

QUARTERLY

- Scrub, reseal and buff resilient and hard surface floors

(Licensee) signature and date

Care Provider signature and date

Larry Ellsworth, ESP Operations and date

Printed Name and Phone number

Printed Name and Phone number


Printed Name and Phone number

APPROVAL AS TO FORM

This is to certify that the undersigned, Deputy County Counsel, has reviewed this contract template for:

License to Use State Military Facility (CAL 116 Form 210-29 (Feb 90) - Approved by the California Attorney General

and has approved it as to form. This approval is valid only in accordance with an action of the Board of Supervisors authorizing the use of this contract template.



Deputy County Counsel
County of Orange