



**Request for Proposals
Bid #012-162220**

For

FY 2016-17

**Year Round Emergency Shelter/Multi-Service Center Operator
and
Armory Emergency Shelter Program**



**Issue Date
April 27, 2016**

**Questions Deadline
May 10, 2016**

**Application Submission Deadline
June 6, 2016
By 12:00 noon Pacific Time**

**One (1) Original, Eight (8) Numbered Copies and one (1) Electronic Copy Containing
the entire application on a CD or USB drive.
(Hard Copy Submittal Required)**

LATE SUBMISSIONS WILL NOT BE ACCEPTED

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – CFDA NUMBER 14.218
EMERGENCY SOLUTIONS GRANT (ESG) – CFDA NUMBER 14.231**

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ATTACHMENTS

- Attachment A: Application - Organizational Information
- Attachment A1: Application- Year Round Emergency Shelter/Multi-Service Center Component
- Attachment A2: Application – Armory Emergency Shelter Component

EXHIBITS

- Exhibit 1: Model Lease for Year Round Emergency Shelter/Multi-Service Center Facility
- Exhibit 2: Model Contract/Operational Agreement for Year Round Emergency Shelter/Multi-Service Center Program
- Exhibit 3: Model Contract/Operational Agreement for Armory Emergency Shelter Program
- Exhibit 4: FY 2016-17 Funding Allocation Policy and Process (FAPP)
- Exhibit 5: Management, Operations, and Public Safety Plan
- Exhibit 6: County of Orange Child Support Enforcement Certification Requirements
- Exhibit 7: EDD Independent Operator Reporting Requirements
- Exhibit 8: Parcel Information

SECTION 1	INTRODUCTION
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1.1 INTRODUCTION

This Request for Proposals (RFP) is being issued as part of the implementation plan of the Ten Year Plan to End Homelessness (The Plan). The County of Orange developed The Plan in an effort to end homelessness. A broad-based Working Group was established and charged with the development of an implementation plan.

The vision of The Plan states that an end to homelessness can be accomplished only through the provision of housing with appropriate services. Although appropriate housing is a solution for all in this population, there is not a “one size fits all” approach recommended. Individuals and/or households served will require varying levels of service based upon their unique circumstances. The Plan will be most successful when the service delivery system has commensurate flexibility to respond to individual needs.

The development of The Plan is consistent with state and federal initiatives for ending homelessness. A person is considered homeless when he or she lacks a fixed, regular, and adequate nighttime residence and sleeps in a variety of places not fit for human habitation or meets certain other requirements. Homeless persons include, but are not limited to, those sleeping in:

- Cars, parks, campgrounds, sidewalks, railroad tracks, alleys, storm drains, freeway underpasses, abandoned buildings, etc.
- Emergency shelters, or
- Transitional housing for homeless persons who originally came from the streets or emergency shelters.

As stated in The Plan, Goal 3 is to “Improve the Efficacy of the Emergency Shelter and Access System.” The Plan states that there is a greater demand than supply of emergency shelter beds and that there is no single, year round emergency shelter system. Often motels have become the housing of last resort, and become a de facto emergency shelter system. Motels are not designed to serve as emergency shelters and can be expensive, unsafe and an undesirable location for services.

1.2 BACKGROUND

Since 1995, OC Community Services has been responsible for both the oversight and funding of the seasonal Armory Emergency Shelter Program (Armory). The Armory provides homeless individuals in Orange County with a safe place to sleep, a hot meal, and a multitude of supportive services such as health and mental health services; job training and placement opportunities; referrals to transitional housing and permanent affordable housing; and other supportive services that break the cycle of homelessness. The Armory is currently administered at two seasonal Armory locations, City of Fullerton and City of Santa Ana, which generally operate from December through March or April based on funding availability. However, when the Armory closes for the season, Orange County immediately loses 400 low-threshold emergency shelter beds.

1.3 OBJECTIVE

Although the ultimate goal is to provide permanent supportive housing for the homeless, in the short term, there is an immediate need for a permanent emergency shelter system. Ideally, there would be permanent rooms and beds, rather than open floor cots. It would also allow for service organizations to maintain staff and services on site, which is not currently possible in the seasonal emergency shelter locations.

One component of this Request for Proposal (RFP) is for the selection of an operator of a facility (as described below) located at 1000 N. Kraemer Place, Anaheim (Facility) for a suitable Year Round Emergency Shelter/Multi-Service Center for 200 residents (individuals and families). The Facility will include a multi-service center providing homeless clients a range of on-site programs and services provided on an in-kind basis by community partners. In general, these programs and services would be available Monday to Friday during regular business hours. The project includes the operation of the Facility for use as year round (365 days/year, 7 days/week), 200 bed Year Round Emergency Shelter/Multi-Service Center. Another component of this RFP is the operation of existing California National Guard facility(ies) in Santa Ana and/or Fullerton for the temporary seasonal (Armory) shelter program.

This RFP is intended to select one or more Operator(s) to operate and participate in the development of the Year Round Emergency Shelter and Multi-Service Center Facility and/or operate the temporary seasonal Armory Emergency Shelter Program. The Operator of the Year Round Emergency Shelter/Multi-Service Center will be responsible to maintain tenant improvements and operate the Facility on an ongoing basis per terms and conditions in the funding agreement(s) and lease with the County. Applicants will be required to, at a minimum, comply with the Year Round Emergency Shelter/Multi-Service Center Management, Operations, and Public Safety Plan (MOPSP) (Exhibit 5). The cost for remodeling will be determined through the planning and public contracting process, as applicable. Please see Exhibit 3: Model Contract for Armory Emergency Shelter Program for the scope of services intended for the Armory.

The selected Operator of the Year Round Emergency Shelter/Multi-Service Center will be expected to:

- 1) Enter into a yearly operational and funding agreement with the County to operate and provide services associated with the Year Round Emergency Shelter/Multi-Service Center in compliance with the Year Round Emergency Shelter/Multi-Service Center Management, Operations and Public Safety Plan.
- 2) Enter into a long-term (20 year) lease agreement with the County for the Year Round Emergency Shelter and Multi-Service Center.
- 3) Leverage County funds with other private funding/resources for operations (leverage may also include rehabilitation that can be constructed on an in-kind basis by operator and/or other community partners. In-kind resources may include, but not be limited to the following: Architectural & Engineering Design, Construction

Management, Construction, and materials). Leverage may also include any funds the Applicant may be able to secure for the rehabilitation of the Facility.

- 4) The Operator will work with County’s designated Project Manager and design team to develop concept drawings and space use plans which will be used to develop plans and specifications in compliance with all applicable building codes and regulations for the Year Round Emergency Shelter/Multi-Service Center facility.

The selected Operator of the Armory Emergency Shelter Program will be expected to:

- 1) Enter into a yearly operational and funding agreement to operate existing California National Guard armory facility(ies) for the temporary seasonal Armory Emergency Shelter Program, if applicable.

A variety of local, state, and federal funds will be utilized by the County to rehabilitate the Facility at 1000 N. Kraemer Place, Anaheim, CA 92806, and fund the operation of the Facility and/or Armory; however, the County is seeking an operator who can secure additional public and private resources to leverage the County’s funding allocated to this program.

Funding to support the Year Round Emergency Shelter/Multi-Service Center and Armory should consider a diverse stream of funding from federal and local public resources, private donations, foundation support and in-kind donations.

Potential Funding Resource	Type of Resource	Entity	Type of Support
Emergency Solutions Grant	Public	County, Cities	General Operating
Community Development Block Grant	Public	County, Cities	General Operating
Emergency Food and Shelter Program	Public	Local EFSP Board	Food and Operations
Dept. of Housing and Urban Development - Continuum of Care	Public	Federal	Coordinated Entry Activities
Mental Health Service Act (MHSA)	Public	County	Mental Health Service Support
Health Resources and Services Administration (HRSA)	Public	Federal	Medical Facility Services
Children and Families Commission	Public	Local	Family Shelter and Services
Homeless Veterans Reintegration Program (HVRP) Grants	Public	Federal	Veterans Services

Corporate Foundations	Private	Local	General, Service Specific
Private Foundations	Private	Local	General, Service Specific
Private Individuals	Private/In-Kind	Local	General, Service Specific
Private Corporations	Private/In-Kind	Local	General, Service Specific

In-Kind Resources

Examples of in-kind resources may include, but are not limited to Architectural & Engineering Design, Construction Management, Construction and materials.

1.4 Site Information

The Facility consists of a two-story 24,384 (consisting of 9,600 sq. ft. first floor office space, 4,224 sq. ft. second floor office space, and 10,560 sq. ft. first floor warehouse space) square foot industrial warehouse building, constructed in 1975, situated on approximately 81,457 square feet of land. It was most recently used for manufacturing and as a warehouse. Property ingress and egress is exclusive to this site and is not shared with any adjacent property.

The Armories are located at: 1) 400 S. Brookhurst St., Fullerton, CA 92833; and 2) 612 E. Warner Ave., Santa Ana, CA 92707 and have a square footage of approximately 6,912 at each site.

Minimum Emergency Shelter Design Standards for the Year Round Emergency Shelter/Multi-Service Center Facility

Operator shall work with County’s Project Manager and design team to comply with all design standards outlined in Exhibit 5 Management, Operations and Public Safety Plan.

- 1.5 Community Awareness:** Each proposal should provide a description of the proposer’s activities including a description of their prior experience, or the experience of their team members, in working with communities to successfully operate and deliver the proposed services. At a minimum, the Operator will be required to follow the Board-approved Year Round Emergency Shelter/Multi-Service Center Management, Operations, and Public Safety Plan (Exhibit 5) and/or the Armory Emergency Shelter Scope of Work included in Exhibit 3.

SECTION 2	DEFINITIONS
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2.1 Definitions

As used in this Request for Proposals (RFP), the following terms shall have the meanings set forth in this section.

Agreement: The contract or contracts or the portions thereof between the Operator and the County related to operation including all attachments. The County standard contract is included in Exhibits 2 and 3.

Application Package: The entire application package that an Applicant must complete in order to be considered to provide services pursuant to this RFP.

Armory: The armories owned by the California National Guard are located at: 1) 400 S. Brookhurst St., Fullerton, CA 92833; and 2) 612 E. Warner Ave., Santa Ana, CA 92707.

Basic Safety Net Services: These services may be defined as housing, food, transportation, child care, mental health care, medical care, and other necessary services.

Board of Supervisors: The Orange County Board of Supervisors.

Chronically Homeless: (1) An individual who: (i) Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and (ii) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years, where each homeless occasion was at least 15 days; and (iii) Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability; (2) An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the other criteria in this definition, before entering that facility; or (3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in this definition, including a family whose compositions has fluctuated while the head of household has been homeless. 24 CFR Part 91.5

Commission to End Homelessness: The Commission to End Homelessness provides oversight and accountability for the implementation of the goals and strategies as defined in the Ten-Year Plan.

Community Development Block Grant (CDBG): The County of Orange receives these funds due to its entitlement status as an Urban County. The appropriation amount is determined by a statutory formula developed by HUD. CDBG (CDEA-14.218) funds may be used for eligible activities such as: Acquisition, Rehabilitation, Homeless Assistance, Public Facilities and Improvements and Public Services.

Consultants: Firms that will provide services, including construction management and professional design services, for the Project whether retained by the Operator or County

Continuum of Care: The group composed of representatives of relevant

organizations, which generally includes nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area. 24 CFR Part 91.5

Coordinated Entry: A system that streamlines access and referral to services and housing using standardized tools and practices ensuring that all people experiencing a housing crisis have fair and equal access and prioritizes homeless assistance for those with the most severe needs.

County: The County of Orange, a political subdivision of the State of California.

Emergency Shelter: Any facility with overnight sleeping accommodations, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless.

Emergency Solutions Grant (ESG): The County of Orange receives these funds due to its entitlement status as an Urban County. The appropriation amount is determined by a statutory formula developed by HUD. ESG (CDFA-14.231) funds may be used for eligible activities such as: essential services related to emergency shelter, rehabilitation and conversion of buildings to be used as emergency shelters, operation of emergency shelters, and homeless prevention services.

Facility: The Facility is the County-owned Year Round Emergency Shelter located at 1000 N. Kraemer Place, Anaheim, CA 92806.

Grantee Performance Report (GPR): A program activity document used by OC Community Services to monitor and track contract spending, data, performance, and outcomes.

Homeless: (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by local, state and federal government programs for low-income individuals); (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution; (2)

An individual or family who will imminently lose their primary nighttime residence, provided that: (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing; (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this Definition, but who: (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act, section 637 of the Head Start Act, section 41403 of the Violence Against Women Act of 1994, section 330(h) of the Public Health Service Act, section 3 of the Food and Nutrition Act of 2008, section 17(b) of the Child Nutrition Act of 1966, or section 725 of the McKinney-Vento Homeless Assistance Act; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or (4) Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; and (iii) Lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, to obtain other permanent housing. 24 CFR Part 567.2 and Part 582.5

Homeless Management Information System (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. 24 CFR Part 91.5 HMIS is a requirement under ESG.

OC Community Resources/OCCR (through OCCS): OC Community Resources (OCCR) is a County department which includes OC Community Services and for purposes of HUD Community Development programs through OCCS is designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.

OC Community Services/OCCS: OC Community Services (OCCS) is a division of the larger County OC Community Resources department. OCCS includes programs overseeing aging, employment, veterans, housing, and community development

programs among other things. OCCS is designated as the Grantee by HUD for the development and implementation of the Urban County Program's Consolidated Plan and Annual Action Plan.

Project: Any site or sites, including buildings, and/or activities assisted with local, state and federal funds.

Rapid Re-housing Assistance: The provision of housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. 24 CFR Part 91.5

Ten-Year Plan to End Homelessness – Orange County: The Orange County Ten-Year Plan to End Homelessness (The Plan) is the product of integrated community collaboration. The Plan establishes regional goals and strategies necessary for ending homelessness over the next decade.

Transitional Housing: A project that has as its purpose facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

U.S. Department of Housing and Urban Development (HUD): Established in 1965, HUD works to create a decent home and suitable living environment for all Americans; it does this by addressing housing needs, improving and developing American communities, and enforcing fair housing laws.

2.2 Availability of Resource Documents:

Resource documents which may be helpful in understanding the regulations and procedures that govern OC Community Services may be found at the following websites:

- County of Orange – Ten-Year Plan to End Homelessness can be located at:<http://media.ocgov.com/gov/occr/occs/hcd/homeless/commission.asp> or <http://media.ocgov.com/civicax/filebank/blobdload.aspx?blobid=15449>
- Federal Office of Management and Budget (OMB) Circulars can be located at: <http://www.whitehouse.gov/omb/circulars>
- U.S. Department of Housing and Urban Development (HUD) can be located at: <http://www.hud.gov>

SECTION 3 DEADLINES AND IMPORTANT DATES

3.1 Application Deadline

The deadline for submitting completed applications is **12:00 noon Pacific Time on June 6, 2016. Late submissions will not be accepted.**

3.2 Estimated RFP Timeline

Action	Date
Release of RFP #012-162220	April 27, 2016
Mandatory Pre-Proposal Conference and Site Visitation	May 3, 2016 10:00 am
Questions due in BidSync	May 10, 2016 5:00 pm
Final Responses to Questions and Addenda posted in BidSync	May 12, 2016
Applications Due Date	June 6, 2016 12:00 noon PT
Oral Interviews	June 20, 2016
RFP Review and Scoring Process Completed	June 21, 2016
Board of Supervisors Award of Year Round Emergency Shelter/Multi-Service Center and Seasonal Armory Emergency Shelter Program Operator Contracts	On or about August 23, 2016
Contract Commencement	On or about August 23, 2016

NOTICE: These dates represent a tentative RFP Timeline. The County reserves the right to modify these dates at any time.

3.3 Business Hours

OC Community Resources regular business hours are: Monday through Friday 8:00 a.m. to 5:00 p.m. Pacific Time.

During this RFP, County offices will be closed for the following holidays:

May 30, 2016	Memorial Day
July 4, 2016	Fourth of July

3.4 Inquiries & Addenda

OC Community Resources will only respond to written questions for this RFP. Questions must be submitted via BidSync **by 5:00 PM Pacific Time on May 10, 2016.**

3.4.1 **BidSync:** The County has attempted to provide all information available. It is the responsibility of each Applicant to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a Proposal for the proposed contract is in doubt as to the true meaning of any part of this RFP or finds discrepancies in or omissions

from the specifications, they may submit a written request for clarification to Deputy Purchasing Agent (“DPA”) via BidSync (Bid #012-162220). All questions will be answered and issued as a Q&A document at www.bidsync.com. It is the responsibility of all potential Applicants to check the website on a regular basis throughout the application process for the most current information. No questions will be answered that would give an Applicant a competitive advantage over other Applicants.

- 3.4.2 If clarification or interpretation of this RFP is considered necessary by the County, an addendum shall be issued. Any interpretation of, or correction to this RFP, will be made only by an addendum issued by either the assigned DPA or BidSync. It is the Applicant’s responsibility to ensure that they have received and reviewed any and all addendums to this RFP. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

The County does not guarantee that you will receive addenda to this solicitation. Applicants should review the BidSync.com Internet site for notice of addenda. It is the responsibility of Applicants to request all additional information/modifications to this solicitation.

For BidSync assistance, please contact BidSync Vendor Support Team at 1-800-990-9339 Option 1.

SECTION 4	GENERAL INFORMATION
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4.1 Applicant Minimum Eligibility Requirements

To meet the minimum eligibility requirements, Applicants must have experience in emergency shelter operations for a minimum of at least five years within the Southern California region with a preference for Orange County experience. Applications will be accepted from non-profit and for-profit organizations, joint ventures, or partnerships that serve the identified purpose of this RFP. If this is to be a collaborative effort, a lead agency must be identified and must meet the minimum requirements of this RFP. To be eligible, Applicants with a) experience in Year Round Emergency Shelter/Multi-Service Center activities and/or temporary seasonal shelter programs; b) experience working with the homeless population; and c) experience operating emergency shelters are encouraged to apply.

4.2 DUNS Number

All Applicants shall have or obtain a DUNS number for HUD reporting systems. To obtain a DUNS numbers, call toll free 1-866-705-5711. This should be done as early as possible to allow for processing and issuing of your agency’s DUNS number. Applicant who fails to provide a DUNS number with this RFP may result in the disqualification of the application.

4.3 Funds Available

4.3.1 – Year Round Emergency Shelter/Multi-Service Center: The County has set aside

\$1.8 million to operate a Year Round Emergency Shelter/Multi-Service Center. Although these funds have been allocated to support the year-round shelter, operators that can leverage County funding will be scored higher in the selection process. The County’s estimate in construction costs is up to \$4.75 million. The County will consider any funding an Applicant may be able to leverage for rehabilitation of the Facility as part of this RFP process.

4.3.2 – Armory: The operation of the Armory Program, as temporary seasonal facilities, will require similar funds as in previous operating years. (County funds have ranged for Armory operations on average an estimated \$870,000 however, funding for the Armory operation is subject to County Board of Supervisors approval.) Additional funding will be required by applicant to meet required outcomes.

Approximately \$180,000 to \$600,000 in Rapid Rehousing funds may also be available to integrate with shelter services (Year Round Shelter and/or Armory).

4.4 Other Potential Funding Sources and Requirements

TABLE 1: POTENTIAL COUNTY OF ORANGE FUNDING SOURCES AVAILABLE			
SOURCE	Capital	Operating	Services
Emergency Solutions Grant (ESG)		X	
Community Development Block Grant (CDBG)	X		X
Mental Health Services Act (MHSA-HCA)		X	
15B Funds – Public Finance Housing Funds	X		

TABLE 2: OTHER POTENTIAL FUNDING SOURCES			
SOURCE	Capital	Operating	Services
Emergency Food and Shelter Program (EFSP)		X	X
Emergency Housing and Assistance Program Operating Facility Grants (EHAP)		X	
Emergency Housing and Assistance Program Capital Development (EHAPCD)	X		
Federal Emergency Shelter Grant (FESG)		X	X
New Market Tax Credits	X		
Home Aid Orange County	In-kind labor and materials		
Children and Families Commission of Orange County	X	X	
Cities	X	X	X

4.5 Cost Efficiencies

Some cities in Orange County have traditionally supported the Armory with CDBG, ESG, and other funds. In addition, other cities may choose to support emergency shelter needs in the future. Successful applicants will be required to proactively seek and secure available funding sources for this project and for future operation/maintenance costs.

4.6 Funding and Operational Contracts and Lease Terms and Conditions

4.6.1: Year Round Emergency Shelter/Multi-Service Center Funding and Operational Contract: The contract term shall be entered into yearly subject to approval by the County of Orange Board of Supervisors. See the Model Contract/Operational Agreement attached as Exhibit 2.

4.6.2 Year Round Emergency Shelter/Multi-Service Center Lease: The lease shall be for twenty (20) years with two (2) additional ten (10) year renewals based upon performance. See Model Lease attached as Exhibit 1.

NOTE: The lease commencement date is contingent upon the completion of the rehabilitation project of the Facility and receipt of Certificate of Occupancy.

4.6.3 Armory Contract: The contract term shall be for one year, renewable for four (4) additional one year terms, subject to approval by the California National Guard and the County of Orange Board of Supervisors. See Model Contract attached as Exhibit 3.

Any subsequent lease and/or contract renewals shall be at the discretion of the Orange County Board of Supervisors. Contract dates are subject to change without notice to Applicants and are subject to continued County and/or federal fiscal appropriations and funding availability.

SECTION 5

SUBMITTAL OF PROPOSALS

5.1 BidSync

The RFP will be released through BidSync, the County of Orange's electronic procurement system.

5.2 Waivers-Bids/Proposals

The County reserves the right to waive at its discretion and irregularities or informalities which the County deems correctable or otherwise not warranting rejection of a bid or proposal. Failure of the County in any one or more instances to insist upon strict adherence to the requirements of the solicitation shall not be construed as a waiver of relinquishment to any extent of the right to require adherence to any other requirements of this solicitation or on any future occasion.

5.3 Right of County to Waive Irregularities

OC Community Resources reserves the right to:

5.3.1 Withdraw this solicitation at any time without prior notice and, furthermore, makes no representation that any Contract will be awarded to any proposer responding to this solicitation or that funds will be awarded to any respondent to this solicitation;

5.3.2 The County reserves the right to waive any irregularities in the RFP process and to reject any and all submissions not in the best interest of the County.

5.4 Vendor Advisory

The County of Orange does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

5.5 Mandatory Pre-Proposal Conference and Site Visitation

The purpose of the Mandatory Pre-Proposal Conference is to answer questions on proposal completion and programming. Contact Heather Condon, via e-mail @: CDM.RFPMail@occr.ocgov.com to confirm your attendance. In the e-mail subject line type: Bid #012-162220 Mandatory Pre-Proposal Conference. In the body of the e-mail, identify company/organization, how many individuals will be attending, a contact person name, phone number and e-mail address. Please note that you will receive a reply e-mail response within 3 working days that your e-mail information was received.

Mandatory Pre-Proposal Conference

Date: May 3, 2016

Time: 10:00 am

Location:

1501 E. St. Andrew Place, First Floor
Conference Room B
Santa Ana, CA 92705

The Mandatory Site Visitation of the Facility is scheduled for 1:00 pm wherein staff will provide a guided-tour of the Facility and surrounding grounds and answer questions. Prospective applicants must check-in with staff upon arrival at the Facility. Late arrivals will not be permitted to participate in the Site Visitation.

Mandatory Site Visitation

Date: May 3, 2016

Time: 1:00 pm

Location:

1000 N. Kraemer Place
Anaheim, CA 92806

NOTE: Only those prospective Applicants who attend the Mandatory Pre-Proposal Conference and Site Visitation may submit a proposal in response to this RFP.

Questions must be submitted by BidSync by 5:00 pm on May 10, 2016. Answers will be provided at the Mandatory Pre-Proposal Conference and through an Addenda as identified in this RFP via BidSync.

5.6 Application Package

The RFP packet is comprised of the following items: The RFP, the Application (Attachment A, A1 and A2), and Exhibits 1 through 8. Prospective Applicants must register with BidSync at www.bidsync.com to obtain the RFP packet.

Only hardcopy, paper submissions will be accepted. Submit one (1) original clearly

marked, eight (8) copies, and one (1) Electronic copy containing the entire application on a CD or USB drive. All copies must be legible and in the format as stated in the Application.

All applications must be submitted via hardcopy and 1 electronic copy to the following address by June 6, 2016 at 12:00 noon Pacific Standard Time:

OC Parks Headquarters
c/o Contract Development and Management
Attn: Heather Condon
OC Community Resources
Reception Area
13042 Old Myford Road
Irvine, CA 92602-2304

5.7 Preparation of the Proposal

The proposal should be prepared providing a straightforward, concise description of the respondent's proposal to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements as directed.

The content and sequence must be as follows:

- One (1) clearly marked original and eight (8) clearly marked copies noted on the front cover.
- One (1) copy of application on USB.
- One inch margins; single-sided; Arial, size 11 point font; double-spaced.
- All pages numbered sequentially and in accordance with the Supporting Documents Checklist
- Dividers between each Attachment and tabs inserted between sections;
- Bind RFP into Binders (e.g. three-ring binders) which can accommodate the RFP package. Use of more than one binder is allowed and should be clearly marked, i.e., Binder 1 of 2; 2 of 3, etc.

NOTE: You shall receive a confirmation e-mail from: CDM.RFPMail@occr.ocgov.com that your proposal was received. If you do not receive a confirmation notice of receipt of your proposal within five (5) working days of the date your application was submitted, contact Heather Condon at: Heather.Condon@occr.ocgov.com.

Failure to submit any of the required documents may result in a reduction of points for your application or failure at threshold review.

Documents submitted are not to be marked as confidential or proprietary. The County reserves the right to make use of any information or ideas presented in the responses submitted. All responses to this RFP including applications and attachments become the property of the County of Orange and are subject to public disclosure as permitted by the provisions of the California Public Records Act. The Act is designed to give reasonable public access to information in the possession of public agencies.

Applicants submitting an Application must submit a hard copy.

The Application Package requests information on the Applicant's background, experience, service units, and qualifications. Also included are Project Budget, Plan & Methodology, etc. A completed Application will consist of a **complete** application package, including **all** requested attachments.

The Application Package consists of three components- Organizational Information for their agency and additionally must complete the program specific information for each component applied for.

Attempting to influence the selection process in any manner after the RFP has been released will be considered sufficient grounds for disqualifying Applicants from consideration.

DO NOT SEND MATERIAL WHICH HAS NOT BEEN SPECIFICALLY REQUESTED.
Do not include manuals, advertisements, letters of support, and statements from clients, booklets, or purchasing requests. Applications should provide a straightforward, concise description of the Applicant's capabilities to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Information and/or attachments not specifically requested in the Application Package will not be evaluated.

Failure to respond to all of the items in the Application Package, and/or to follow the instructions and format of the Application Package may result in the disqualification of the application.

Application Package must be signed by an individual authorized to bind the proposing entity, or the required corporate officers as set forth in the California Corporations Code requirement below. An unsigned Application may result in the disqualification of the Application.

SECTION 6 PROPOSAL EVALUATION PROCESS AND CONTRACT AWARD

6.1 Selection Process

To assure that all necessary performance objectives and outcomes meet the RFP requirements, the County may negotiate modifications or revisions after the Operator has been selected and before the contract is executed.

6.2 Proposal Review Process

In order to ensure integrity and reliability, the Applicant acceptance and review process will be applied on a consistent basis. In addition, maximum flexibility has been built into the Applicant review process in order to ensure that local, state and federal resources are available to assist the County in meeting its needs.

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Due to the complex nature of the Year Round Emergency Shelter/Multi-Service Center and Armory programs, the County has determined that Oral Interviews of Applicants will be included in the Application review process. Oral Interviews have been tentatively scheduled for June 20, 2016. Only those Applicants who score a minimum of seventy (70) points will be invited to an oral interview. (Refer to Section 6.6.1 below for further information regarding the Oral Interviews).

6.3 Compliance with Technical Specifications

Before submittal to the Evaluation Committee, County staff will conduct a threshold review of each Application to ensure that it is complete and in compliance with the instructions stated in the RFP and eligibility requirements have been met.

The County of Orange reserves the right to administratively disqualify an Application that does not meet the technical specification of the RFP. The County's Auditor/Controller (A/C) staff will review the financial statements submitted with the Application package. The decision of the County to administratively disqualify an Application that does not meet the technical specifications through the threshold review of the RFP is final, and not subject to appeal.

6.4 Composition of the Evaluation Committee

The Evaluation Committee consists of professionals knowledgeable and experienced about emergency shelters, community development, community services, addressing and ending homelessness, housing activities, and may include County staff and County consultants. Evaluation Committee members are not compensated in any manner. Evaluation Committee members will demonstrate no conflict of interest with any Applicant by signing County's conflict of Interest forms.

6.5 Function of the Evaluation Committee

The Evaluation Committee will evaluate and rate all Applications that meet the technical specifications through the threshold review of this RFP. Each member of the committee will independently evaluate each Application using a standardized rating form, and will maintain strict confidentiality of the Applications and rating forms throughout the evaluation process.

Applicants will be invited to participate in Oral Interviews. (Refer to Section 6.6.1 below for further information regarding the Oral Interviews.).

In the event that only one Application is received for the proposed activity in response to the RFP, the County may evaluate the Application to ensure the Applicant's ability to provide the required services. If the County finds the application meets all requirements, the County may, in accordance with County's Contract Policy Manual, enter into the contract negotiation process without a review by the Evaluation Committee.

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6.6 Evaluation Criteria for Scoring Applicants should not contact OC Community Resources staff or elected officials charged with oversight of these programs during the proposal review process to avoid conflicts of interest, appearance of conflicts of interest, or undue influence over the process.

County staff retains the right to accept, reject, or negotiate Applications received as well as to vary or waive any provisions set forth in this RFP if it is in the best interest of OC Community Resources and the County.

It is understood and accepted by Applicant that all decisions and the degree to which an Application meets the evaluation criteria and the overall needs of OC Community Resources and the County are within the purview and judgment of the County the Orange County Board of Supervisors.

All Applications passing the minimum eligibility requirements will be evaluated based on the following scoring criteria and must score a minimum of seventy (70) points to be considered for selection.

		Organizational Information Component (this section must be completed by each organization)
Minimum Requirements		Attachment 1: Organizational Information
		Attachment 2: Project Information
		Attachment 3: Organizational Background
		Attachment 4: Civil Rights Laws Compliance and HUD Good Standing
		Attachment 5: Signature and Assurances
		Program Specific Component
Scored Criteria	Category 1	Attachment 6: Organizational Capacity, Experience and Readiness
	Category 2	Attachment 7: Program Design and Operations
		Attachment 7A: Program Design
		Attachment 7B: Operation and Administration
	Category 3	Attachment 8: Level and Types of Services Offered/Service Partners
	Category 4	Attachment 9: Client Selection and Service Delivery
	Category 5	Attachment 10: Participation in Coordinated Entry and Performance Measures (Objectives & Outcomes)
	Category 6	Attachment 11: Budget and Resource Leveraging

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6.6.1 Below is a summary of total possible points available

TABLE 3 EVALUATION CRITERIA FOR SCORING OF APPLICATION (Each Program Component is Scored Separately)		
Category 1	Organizational Capacity, Experience and Readiness	25
Category 2	Program Design and Operations Program Design – Operation and Administration of Year Round Emergency Shelter/Multi-Service Center Operation and Administration of the Armory Emergency Shelter Program	20
Category 3	Level and Types of Services Offered/Service Partners	10
Category 4	Client Selection and Service Delivery	10
Category 5	Participation in Coordinated Entry and Performance Measures (Objectives & Outcomes)	10
Category 6	Budget and Resource Leveraging	25
Total Category Points		100
Total Maximum Points		100
Category 1	Organizational Capacity, Experience and Readiness	25 Point Maximum
	<p>A. Experience of the team (consideration of experience in Southern California and preference for experience in Orange County).</p> <p>B. Applicant's experience developing and operating an emergency shelter/multi-service center, temporary seasonal Armory Emergency Shelter Program and/or similar programs to those proposed.</p> <p>C. Proven track record working with local government, business, other local providers and neighborhood residents in developing a good neighbor policy through planning, design, implementation and property management phases.</p> <p>D. Evidence of the applicant's ability to successfully put together the necessary financial package (In-Kind Contribution Plan and Fund Development Plan) for the proposed project to, rehab and/or operate a Year Round Emergency Shelter/Multi-Service Center including the temporary Armory Emergency Shelter Program.</p> <p>E. Ability to successfully identify, secure and leverage multiple funding resources. Experience using Rapid Rehousing Funding.</p> <p>F. Applicant's organizational structure and financial stability.</p> <p>G. Demonstration of how the Year Round Emergency Shelter/Multi-Service Center and Armory Emergency Shelter Program will be integrated into the larger Continuum of Care system as well as the Applicant's existing mission, business/budget, funding commitments, etc. (capacity).</p> <p>H. Experience with designing and/or collaborating with a design team in the design of an emergency shelter facility. This may include any experience in rehabilitating and construction of an actual site for purposes of an emergency shelter.</p>	

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Category 2	Program Design and Program Operations	20 Point Maximum
	A. Design of program structure and its functionality B. Cost effectiveness of program operations C. Long-term sustainability of project D. Management and Operations consistent with County's Management, Operations, and Public Safety Plan (MOPSP) and/or Armory scope of services. E. Good Neighbor Strategy to communicate and educate the neighboring community F. Security and Safety Plan	
Category 3	Level and Types of Services Offered/Service Partners	10 Point Maximum
	A. Comprehensiveness of service delivery system and service strategies B. Level and type of supportive services, both on and off site C. Level and frequency of case management D. Plan for connection to permanent affordable housing and integration of Rapid Rehousing	
Category 4	Client Selection and Service Delivery	10 Point Maximum
	A. Client referral process: how clients are referred to the program and program linkages with other organizations and service providers B. Case management plan to increase stability C. Homeless Management Information System (HMIS) Participation D. Ability to meet goal of 30 days or less and connect to permanent housing	
Category 5	Participation in Coordinated Entry & Performance Measures (Objectives & Outcomes)	10 Point Maximum
	A. Experience with and participation in Coordinated Entry System (CES) that identifies clients, their needs, the services required, and can be used to identify agencies where clients can receive the appropriate services is critical in creating a seamless continuum. Applicant will need to participate in the process to develop or link existing services to the client. B. Operating Costs should include line item budget detail for CES. C. Performance Measures (Objectives & Outcomes)	
Category 6	Budget and Resource Leveraging	25 Point Maximum
	A. Letters submitted as leveraging commitment dedicated for this project will be reviewed and evaluated on the amount of committed and anticipated leveraging (as supported by documentation) to the overall leveraging. B. Description of long term stability plan and track record to secure public/private resources/funds for operation of emergency shelter/multi-service center and in-kind tenant improvements related to capitol development. C. A line item detailed budget for operating costs that include details CES and HMIS participation	
Total		100 Points

Oral Interviews – In addition to the points identified in Table 3, above; Applicants who score a minimum of seventy (70) points will be invited to an Oral Interview. The Oral Interview will provide a maximum total of ten (10) points in addition to the maximum 100 points identified in Table 3, above. The available scoring for the Oral Interview is as follows:

<u>CATEGORY</u>	<u>POINTS</u>
Presentation	1
Technical Content	2

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Project Manager and Key Team Members	2
Communication Skills	1
Project Understanding	3
<u>Project Schedule</u>	<u>1</u>
TOTAL MAXIMUM POINTS	10

The combined maximum total points of an Application and oral interview is 110.

6.7 Equal Scoring Ranking Criteria

In the event of a tie in scoring the following will apply:

The Applicant with the highest Category 1 score will be ranked higher; if still equal;

The Applicant with the highest Category 6 score will be ranked higher; if still equal;

The Applicant with the highest Category 2 score will be ranked higher; if still equal;

The Applicant with the highest Category 4 score will be ranked higher.

6.8 Notification of Recommendation for Funding

The Evaluation Committee recommendations for funding will be posted via BidSync on or about June 23, 2016.

6.9 Protest Procedure

Any actual or prospective applicant, proposer or Operator who alleges a grievance by the solicitation or award of a contract may submit a protest to:

Lydia Garcia, Deputy Purchasing Agent
 OC Community Resources/Contract Development & Management
 1501 E. St. Andrew Place, First Floor
 Santa Ana, CA 92705-4930

The decisions made by Deputy Purchasing Agent will be based upon the Applicant's original submissions. Applicants may not use the appeal process to introduce new information and/or make changes to the Application.

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. The protest shall include at minimum the following information:

1. The name, address, and telephone number of the protester;
2. The signature of the protester or protester's authorized representative;
3. The solicitation number;
4. A detailed statement of the legal and/or factual grounds of the protest; and
5. The form of relief requested.

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Protest of Bid/Application Specifications:

All protests related to bid or application specifications must be submitted to Deputy Purchasing Agent no later than five (5) business days prior to the close of the bid or application. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit an application prior to the close of the solicitation in accordance with the bid/application submittal procedures provided in the bid/application.

Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by OC Community Services. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

Failure by any Applicant/Bidder to file a letter of protest relating to the solicitation requirements prior to the close of the solicitation will be deemed a waiver of the protester's right to protest any decision for contract award relating to the solicitation requirements.

Protest Process

Upon receipt of a timely protest, Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.

If the protester disagrees with the decision of Deputy Purchasing Agent, the protester may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

Appeal Process

If the protester wishes to appeal the decision of County Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of the County Deputy Purchasing Agent decision, a written appeal to the Office of the County Purchasing Agent.

Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.

The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

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It will be the purpose of the Procurement Appeals Board to determine whether a solicitation or contract award is in accordance with applicable case law, statutes, code, County ordinances, policies and procedures, and accepted standards of fairness and ethics. The decision of the Procurement Appeals Board will be final and there shall be no right to further protest or appeal to the Board of Supervisors.

SECTION 7	APPLICANT REQUIREMENTS
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7.1 Fiscal Responsibilities

Operator shall maintain and submit records, statistical information, financial reports, and program information/data in a form required by OC Community Services. This format includes paper format or electronic transfer. The reports shall be submitted no later than ten (10) days following the end of the month for which the expenditures were incurred unless authorized in writing by the OC Community Services. **No other form of recordkeeping is acceptable. The County reserves the right to withhold payment for nonconformance with reporting requirements.**

Operator shall maintain a separate checking account or keep separate accounting records, for County of Orange services. After the budget is approved, funds may be used only for allowable costs as listed in the budget. Any deviation in expenditures must be submitted in writing to and pre-approved by OC Community Services as a budget revision, and may, depending on the amount of the deviation, require an amendment to the contract.

To facilitate billing and payments, methods may be developed to allow the electronic transfer of requests for payment and/or electronic deposit of payments to Operator. Operator must provide OC Community Services with any information needed to develop such a process (e.g., bank account numbers for direct deposit of payments), and to cooperate as required in the development of such systems.

Periodically, the County Auditor/Controller will review the Operator's financial records. The Operator shall allow access to all financial records reasonably related to the Contract Scope of Work when requested by County, State or Federal Auditor staff.

7.2. Subcontracting Requirements

7.2.1 Subcontractors are required to comply with all program/service unit requirements.

7.2.2 Operator may subcontract for services only if the subcontracts are approved in writing and in advance by the County, and if subcontractors are selected according to federal and County procurement standards. A "Subcontractor" is defined as any entity undertaking part of the work under the terms of the contract, by virtue of an agreement with the Operator. Specific requirements of subcontracts are listed in the Model Contract(s).

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The County retains full authority to enforce performance standards upon the subcontractor through the Operator. The County retains full authority to direct the Operator in all matters pertaining to subcontractors, including cancellation of subcontractor's contract. The County retains the right to contract directly with proposed subcontracted entities as identified in the Proposal, if it is in the best interest of the County.

7.3 Insurance Requirements

Insurance requirements are located in Exhibit 1: Model Lease for the Year Round Emergency Shelter/Multi-Service Center, Exhibit 2: Model Contract/Operational Agreement for Year Round Emergency Shelter/Multi-Service Center, and Exhibit 3: Model Contract/Operational Agreement for Armory Emergency Shelter Program. If the Applicant fails to provide the insurance certificates and endorsements within seven days of notification by the agency/department purchasing division or assigned Deputy Purchasing Agent (DPA), award may be made to the next qualified Applicant.

7.4 Indemnification

Applicants shall refer to Exhibit 1: Model Lease for the Year Round Emergency Shelter/Multi-Service Center, Exhibit 2: Model Contract/Operational Agreement for Year Round Emergency Shelter/Multi-Service Center, and Exhibit 3: Model Contract/Operational Agreement for Armory Emergency Shelter Program of this RFP for specific requirements.

7.5 County of Orange Child Support & EDD Requirements

7.5.1 ORANGE COUNTY CHILD SUPPORT (*Upon County request, Applicant shall utilize the forms provided as Exhibit 6 of this RFP to satisfy this requirement*)

In order to comply with the child support enforcement requirements of the County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Applicant agrees to furnish to the Assigned DPA or, the Purchasing Agent.

- a. In the case of an individual Operator, his/her name, date of birth, Social Security number, and residence address;
- b. In the case of an Operator doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c. A certification that the Operator has fully complied with all applicable federal and state reporting requirements regarding its employees; and

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- d. A certification that the Operator has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Applicant to timely submit the data and/or certifications required may result in the Contract being awarded to another Applicant. In the event a Contract has been issued, failure of the Operator to comply with all local, state and federal reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

7.5.2. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

(Upon County request, Applicant shall utilize the forms provided as Exhibit 7 of this RFP to satisfy this requirement)

Effective January 1, 2001, the County is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at <http://www.edd.ca.gov/taxrep/txicr.htm>.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be

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completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of contract

7.6 Audit Requirements

7.6.1 All non-profits shall be required to submit their most recent IRS Form 990.

7.6.2 All Applicants must submit a copy of the organization's most recent audit (within the last two (2) years) by an independent certified CPA and a description of corrective action taken for any findings identified by the auditor, both of which will be reviewed by the OC Community Services Accounting Manager or designated staff. If audits were not performed by your organization, please submit an explanation along with two (2) years of unaudited financial statements.

7.6.3 Periodically, the County Auditor/Controller may review the Operators' financial records. The Operators shall allow access to their financial records when requested by County, State or Federal Auditor staff.

7.7 Regulatory Compliance

The applicant must complete any in-kind tenant improvements or subsequent building improvements, repairs and maintenance in accordance with all local, state and federal public contracting requirements.

The applicant must be in compliance with applicable civil rights laws and Executive Orders. There must be no pending civil rights suits, outstanding findings, of noncompliance with civil rights statues, Executives Orders, or regulations, unresolved Secretary (Secretary of the U.S. Department of Housing and Urban Development) charge of discrimination issued under the Fair Housing Act, no adjudications of civil rights violations on a civil action or deferral of processing of applications from the applicant imposed by HUD.

Applicant shall be required to provide services in accordance with all applicable laws, policies, procedures, regulations, and standards of the local, state, and Federal requirements. These shall include, but shall not be limited to the Federal Civil Rights Act (U.S. Code: Title 42, Chapter 21, Section 2000), applicable Federal regulations including 45 CFR Part 74, appropriate Federal Office of Management and Budget (OMB) Circulars and OC Community Services Program Policies and Procedures, and Public Contracting Requirements.

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7.7.1 Labor Requirements

1. Information regarding labor standards is as follows: This project is being financed in part with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570) and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.
2. Operator and County do hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] CFDA 14.218 and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.
3. Operator shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

At the time of entry into a contract with OC Community Services the successful Applicant must be in good standing with all local, state, and federal public contracting requirements.

SECTION 8	Performance and Monitoring
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8.1 Performance Reports

Applicants must provide a minimum of one (1) performance report for the proposed activity for a period no less than twelve (12) months as a condition of funding.

8.1.1 Performance Monitoring:

- A. Performance Monitoring of Operator by County and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by COUNTY or HUD representatives.
- B. County shall periodically evaluate Operator's progress in complying with the terms of this Contract. Operator shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Operator.

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- C. County shall monitor the performance of Operator against the goals, outcomes, milestones and performance standards required herein including the Management, Operations, and Public Safety Plan and/or Armory scope of services. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Operator within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in paragraph 7 of the attached model Contract.

8.2 HMIS Reporting and Coordinated Entry System Requirements

The Homeless Management Information System (HMIS) is the information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. HMIS is a requirement of this contract.

Coordinated Entry System (CES) streamlines access and referral to services and housing using standardized tools and practices ensuring that all people experiencing a housing crisis have fair and equal access and prioritizes homeless assistance for those with the most severe needs. CES is a requirement of this contract.

8.3 Planned Performance

Applicants are required to identify their planned performance in their budget documentation and to report on their actual performance. (See Application - Attachment 10: Participation in Coordinated Entry and Performance Measures and Attachment 11: Budget and Resource Leveraging)

8.4 Performance Measures

Performance measures and milestones will be identified appropriate to the scope of services to be provided. Also depending on funding source, additional measures and milestones may be required.

8.5 Annual Audit Submission

Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from the County, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to the County within thirty (30) days after the date received by the Operator.

8.6 Inspections

County or its authorized representative shall have the right at all reasonable times to inspect the Facility and Armories to determine if the provisions of the program are being complied with.

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8.7 File Maintenance and Documentation

Operator shall prepare all applicable files and perform all administrative management tasks, as indicated in Exhibit 2: Model Contract/Operational Agreement for Year Round Emergency Shelter/Multi-Service Center and Exhibit 3: Model Contract/Operational Agreement for Armory Emergency Shelter Program.

Operator shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT. Such records shall include, but not limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
- Other records necessary to document compliance with Subpart K of 24 CFR 570.

Retention: Operator shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

8.8 Monitoring of Operator Performance Achievement through Grantee Performance Report

The Grantee Performance Reporter (GPR) is a program activity document used by OC Community Services to monitor and track contract spending, data, performance, and outcomes.

SECTION 9	Scope of Work/Scope of Services
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The selected Operator will be part of the County team to facilitate the successful rehabilitation and conversion of the facility located at 1000 N. Kraemer Place, Anaheim for a suitable year round emergency shelter and multi-service center ("Facility"). Once the lease is executed, the Operator will operate a year round emergency shelter for 200 residents (individuals and families), providing shelter 365 days a year and be accessible to the shelter residents 24/7. In addition, the Facility will include a multi-service center made available to homeless clients by the same operator who will coordinate a range of on-site programs and services provided on an in-kind basis by community partners.

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The Operator will be responsible for operation of the Facility on an ongoing basis. Applicants will be required to comply with the Year Round Emergency Shelter/Multi-Service Center Management, Operations, and Public Safety Plan (Exhibit 5).

All work shall be performed in accordance with all latest applicable codes, standards, and regulations.

The scope may also include operation of existing California National Guard Armory facility or facilities for the Armory Emergency Shelter Program as outlined in the Model Contract (applicant may apply to operate Year Round Emergency Shelter/Multi-Service Center and/or apply to operate the Armory Emergency Shelter Program).

9.1 Construction/Rehabilitation of Year Round Emergency Shelter/Multi-Service Center

Applicant to work with the County's Project Manager and design team to develop plans/specifications incorporating all required design standards which conforms to all applicable local, state and federal public building code requirements utilizing the minimum emergency shelter design standards (Management, Operations, and Public Safety Plan).

9.2 Operation of Year Round Emergency Shelter/Multi-Service Center

For operation details, refer to the Management, Operations, and Public Safety Plan including Multi-Service Center Operation. (Exhibit 5)

9.3 Operation of Armory Emergency Shelter Program

The scope of services in the Model Contract (Exhibit 3) details contractor roles and responsibilities for operations of the Armory Emergency Shelter Program.

SECTION 10 ROLE AND RESPONSIBILITY OF OPERATOR

10.1 Hours/Days of Operation

The role and responsibilities of Operator are detailed in the Management, Operations and Public Safety Plan (Exhibit 5) for a year round emergency shelter/multi-service center. The scope of work in the Model Contract (Exhibit 3) details contractor roles and responsibilities for operations of the Armory Emergency Shelter Program.

10.2 Repairs, Maintenance, Additions and Reconstruction –Year Round Emergency Shelter/Multi-Service Center

10.2.1 Maintenance by Operator. Throughout the term of the lease and contract, Operator will be required, at Operator's sole cost and expense, to keep and maintain the Facility and any and all improvements now or hereafter constructed and installed on the Facility in good order, condition and repair and in a safe and sanitary condition and in compliance with all applicable laws in all material respects including, but not limited to, the landscaping, hardscaping, plumbing systems, fluorescent ceiling-mounted electric light fixtures; bulbs for fluorescent lights and related switches; windows; doors and locks, interior/non-structural/above-slab elements of the Facility

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and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said Facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance.

10.2.2 Requirements of Operator. At all times during the term of the lease and contract, the Operator, at Operator's sole cost and expense, will be required to :
(i) make all alterations, improvements, demolitions, additions or repairs to the Facility and/or the Improvements required to be made by any law, ordinance, statute, order or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity which may have jurisdiction over the Facility;
(ii) observe and comply in all material respects with all Laws now or hereafter made or issued respecting the Facility and/or the Improvements that are applicable to the Operator.

All Applicants should take Section 10 into consideration when preparing and submitting their Application.

APPLICATION PACKAGE

**Year Round Emergency Shelter/Multi-Service Center and
Armory Emergency Shelter Program
FY 2016-17
Bid #012-162220**

**APPLICATION SUBMISSION DEADLINE:
June 6, 2016 by 12:00 noon PT**

INSTRUCTIONS: The Application Package consists of three components-Organizational Information and (2) Program Specific Components. Each applicant must submit the Organizational Component for their organization and additionally must complete the Program Specific Component for each program applied for.

Organizational Information Component: All applicants must submit one (1) original binder and eight (8) numbered sets of the Organizational Component by the deadline.

Program Specific Information Component: All applicants must submit one (1) clearly marked original and eight (8) copies of the Program Specific Component for each program by the deadline. NOTE: If an organization is applying for both program components, they must submit a separate Program Specific Component **for each program**.

Program Specific Components Include:

- 1) Year Round Emergency Shelter/Multi-Service Center
- 2) Armory Emergency Shelter Program

Hard copy applications for each component (1 Organizational Information, 1 Program Specific Component for the Year Round Emergency Shelter/Multi-Service Center (if applicable), and 1 Program Specific Component for the Armory Emergency Shelter Component (if applicable), including original and copy versions must be submitted in binder format with tabs identifying the beginning of each attachment section, labeled as "Attachment 1", "Attachment 2", etc. Each binder must include the applicant's responses, attachments, and all requested supporting documentation.

One electronic copy of the application with each component must be submitted on a USB by the deadline.

APPLICATION SUPPORTING DOCUMENTS CHECKLIST

THIS RFP IS A PAPER SUBMISSION. The following attachments must be submitted in the order listed. Copies of these attachments must be legible, easy to read, and must be in the required format as referenced in this RFP. Failure to submit any of these documents will result in ineligibility of the application.

		Organizational Information Component (this section must be completed by each organization)	
Minimum Requirements		Attachment 1: Organizational Information	
		Attachment 2: Project Information	
		Attachment 3: Organizational Background	
		Attachment 4: Civil Rights Laws Compliance and HUD Good Standing	
		Attachment 5: Signature and Assurances	
		Program Specific Component	
Scored Criteria	Category 1	Attachment 6: Organizational Capacity, Experience and Readiness	
	Category 2	Attachment 7: Program Design and Operations	
		Attachment 7A: Program Design	
		Attachment 7B: Operation and Administration	
	Category 3	Attachment 8: Level and Types of Services Offered/Service Partners	
	Category 4	Attachment 9: Client Selection and Service Delivery	
	Category 5	Attachment 10: Participation in Coordinated Entry and Performance Measures (Objectives & Outcomes)	
	Category 6	Attachment 11: Budget and Resource Leveraging	

Supplemental Document Instructions: Attachments requesting supplemental or narrative information should be formatted per the following:

1. Each response must be typewritten; doubled-space; and in Arial size 11-font.
2. Not to exceed one (1) page per question.
3. Responses should include the question and be concise but detailed enough to address what is being asked.

Attachment A

ORGANIZATIONAL INFORMATION APPLICATION

ATTACHMENT 1: ORGANIZATIONAL INFORMATION

1. **Organization Name:** _____

Address: _____

City/State/Zip: _____

Phone: (____) _____ Fax: (____) _____

Email: _____

Orange County Supervisorial District where organization's office is located: 1 2 3 4 5

DUNS Number: _____ **W-9(Federal ID Number)** _____

2. **Authorized Person:** For the purposes of this RFP, the "Authorized Person" is the individual within your Organization that has the authority to enter into a contract. The authorized person will be copied on all correspondence

Authorized Person's Name: _____

Authorized Person's Title: _____
(i.e., Executive Director, Organization's Signature Authority)

Check here if the address for the Authorized Person is the same as that of the organization.

Address: _____

City/State/Zip: _____

Phone: (____) _____ Fax: (____) _____

Email: _____

3. **Contact Person:** For the purpose of this RFP, the "Contact Person" will be the primary recipient for all correspondence related to this Year Round Emergency Shelter/Multi-Service Center RFP. The contact person should be available to respond to any inquiries throughout the RFP process.

Contact Person's Name: _____

Contact Person's Title: _____

Address: _____

City/State/Zip: _____

Phone: (____) _____ Fax: (____) _____

Email: _____

ATTACHMENT 2: PROJECT INFORMATION

- Is this project a collaboration? No Yes If yes, please list identify Lead Agency and collaborative partners _____

(If more space is needed, please attach a separate sheet)

- 2. Provide a high-level summary of Applicant’s methodology for operation of the Year Round Emergency Shelter /Multi-Service Center at 1000 N. Kraemer Place, Anaheim and/or Armory Emergency Shelter Program.

(If more space is needed, please attach a separate sheet)

ATTACHMENT 3: ORGANIZATIONAL BACKGROUND

Answer each question below in approximately one to four paragraphs, not to exceed one (1) page per question, if applicable.

1. Is the applicant a Non-Profit organization? Yes No

If "yes", please also answer questions F, M, and O below:

- A. Describe the organization's goals, objectives, and mission.
- B. Provide a brief description of your organization's accounting system and controls in place.
- C. Describe the organization's fund development method.
- D. List the person(s) who have legal authority to sign contracts and other legal documents, payment requests, and checks related to this application proposal.
- E. Submit copies of your organization's two (2) most recent audits (within the last two (2) years) by an independent CPA and a description of corrective action taken for any findings identified by the auditor, both of which will be reviewed by the OC Community Services Accounting Manager or designated staff. If your organization was not required to be audited, please include the explanation in your response.
- F. In the past ten years, has your organization ever had its non-profit status revoked or withheld by the IRS, the Secretary of State, the State Attorney General, or the Franchise Tax Board? If yes, please provide an explanation. (Non-Profit)
- G. Has your organization been sued in the last five years? If yes, please provide an explanation.
- H. Are any of your managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations? If yes, please provide an explanation
- I. Have any unfavorable rulings been handed down by any court against your organization or executive director in the past five years? If yes, please provide an explanation.
- J. Does your organization currently have any unresolved fiscal, reporting or program issues with any of its funding sources? If yes, please provide an explanation.
- K. Provide an organizational chart of your organization, including key staffing for the Proposed Project.
- L. Provide a copy of your organization's Board of Director's list, Articles of Incorporation and By-Laws, if applicable.
- M. Provide a copy of your organization's 501c (3). Also provide an IRS tax-exempt letter dated no earlier than January 2013, or a Certificate of Status provided by the Secretary of State, Business Programs Division. Online Certificates of Status can be found on the Internet at: http://www.sos.ca.gov/business/pdf/be_ircform.pdf. (Process may take up to 24 calendar days). (Non-Profit)
- N. Provide a copy of the minutes of your organization's board meeting where the proposed project was discussed.
- O. Provide IRS 990 form "Return of Organization Exempt from Income Tax." (Non-Profit)

ATTACHMENT 4: CIVIL RIGHTS LAWS COMPLIANCE AND HUD GOOD STANDING

1. Has your organization been a past recipient of assistance under a HUD McKinney Act program or the HUD Single Family Property Disposition Homeless Program?

Yes No

2. If you have been a recipient under either of these programs, has your organization experienced any project or construction delay, HUD finding or outstanding audit that HUD deems serious regarding the administration of HUD McKinney Act programs or the HUD Single Family Property Division Homeless Program?

Yes No

If you answered "Yes," please attach a brief description of the circumstances and outcomes.

3. Applicants must be in compliance with applicable civil rights laws and Executive Orders. Applications will be rejected if your agency has any of the following: (1) Any pending civil rights lawsuits instituted by the U.S. Department of Justice; (2) Any non-compliance with civil rights statutes, Executive Orders or regulations as a result of formal administrative proceedings, unless the applicant is operating under a HUD-approved compliance agreement designed to correct the area of non-compliance or is currently negotiating such an agreement; (3) Any unresolved secretarial charge of discrimination issues under Section 810 (g) of the Fair Housing Act, as implemented by 24 CFR 103.400; (4) Any adjudication of a civil rights violation in a civil action brought against the agency by a private individual, unless the applicant is operating in compliance with a court order designed to correct the area of non-compliance or the applicant has discharged any responsibility arising from such litigation; (5) Any deferral of the processing of applications from the sponsor imposed by HUD under Title VI of the Civil Rights Act of 1964, the Attorney General's Guidelines (28 CFR 50.3) or the HUD Title VI regulations 24 CFR 1.8) and procedures, or under Section 504 of the Rehabilitation Act of 1973 and HUD Section 504 regulations (24 CFR 8.57).

If one or more of the above five situations exist within your agency, please attach a brief description.

Authorized Signature

Date

ATTACHMENT 5: SIGNATURES AND ASSURANCES

- 1. **Non-Discrimination:** This agency will, through all possible means, ensure equal opportunity for all persons to receive services, to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, sex, or sexual orientation. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.
- 2. **Accountability:** We commit this agency, if a grant is received, to provide all reports to the County of Orange as required; to expend monies only on eligible costs to keep complete documentation (copies of all canceled checks, invoices, receipts, etc.) on all expenditures for a minimum of three years; to spend all funds and close out the program on the required date; to return any unused funds to the County of Orange; to cooperate with monitoring or site visits, and; to provide complete documentation of expenses to the County of Orange, if requested, by the required date.
- 3. **Non-collusion:** This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

We affirm that all information in this application is true and correct to the best of our knowledge and that the Applicant under our authority will execute its responsibility under the proposed contract and adhere to all other applicable rules and regulations to the fullest extent possible.

First Authorized Person Signature

Date

First Authorized Person Name and Title (Print)

Second Authorized Person Signature

Date

Second Authorized Person Name and Title (Print)

Attachment A1
PROGRAM SPECIFIC COMPONENT
Year Round Emergency Shelter/Multi-Service
Center

ATTACHMENT 6 (A1): ORGANIZATIONAL CAPACITY, EXPERIENCE AND READINESS

1. Describe the organization’s experience working with local government, business, other local providers and neighborhood residents in developing a good neighbor policy through planning and, design implementation, and property management and operational phases.
2. Describe the organization’s experience providing social service programs to the homeless population and operating year round emergency shelter/multiservice centers and/or similar programs to those proposed. Attach list of Year Round Emergency Shelter operated currently by your organization (include name of shelter, location and # of beds). Include relevant experience in Southern California and/or Orange County.
3. Describe the organization’s knowledge and experience serving the Orange County homeless population and involvement with County’s 10 Year Plan to End Homelessness.
4. Explain how a Year Round Emergency Shelter/Multi-Service Center will be integrated into the larger Continuum of Care system as well as the Agency’s existing mission, business, budget, funding commitments and capacity of agency to maintain and operate the Year Round Emergency Shelter/Multi-Service Center facility. If applying for both Year Round Emergency Shelter/Multi-Service Center and Armory Emergency Shelter component, please explain capacity to operate both and any efficiencies that may be obtained.
5. Has your organization received Community Development Block Grant (CDBG) or Emergency Solutions Grants (ESG) funding for operation of emergency shelter during the previous three years?

Yes No

- If you answered, “Yes”**, complete Previous Funding Chart below by identifying the contract number, award amount, program income, if generated; and any unspent funds.
- If you answered “No”** above, submit a letter signed by this application’s authorized person that identifies one reference from three different funding sources from whom you have received funding in the past three years. The letter must include contact information for the three references (funding source), the amount of funding awarded from each reference, explanation of the use of funds, duration of funding awarded, and state whether or not contractual performance measures were achieved.

PREVIOUS CDBG FUNDING CHART				
Year	Contract Number	Award Amount	Program Income Generated (If Applicable)	Unspent Funds from Award
2015-16				
2014-15				
2013-14				
2012-13				

PREVIOUS ESG FUNDING CHART				
Year	Contract Number	Award Amount	Program Income Generated (If Applicable)	Unspent Funds from Award
2015-16				
2014-15				
2013-14				
2012-13				

6. (If applicable) describe the reason why funds remain unspent in the previous CDBG and ESG Funding Charts. Include an explanation of how the organization intends to complete the project.
7. Describe the organization's experience with designing and/or collaborating with the designing team in the design of an emergency shelter facility. This may include any experience in rehabilitating and construction of an actual site for purposes of an emergency shelter.
8. Describe your organization's experience utilizing Rapid Rehousing Funding. List funds received and describe the type of rapid rehousing programs administered by your organization.

ATTACHMENT 7 (A1): PROGRAM DESIGN AND OPERATIONS

Please refer to Exhibit 5: Management, Operations, and Public Safety Plan for questions related to the Year Round Emergency Shelter/Multi-Service Center.

1. Provide a program description for the Year Round Emergency Shelter/Multi-Service Center including population served and services provided. Please provide a brief summary of the type of services which will be available for clients including:
 - Type of Services to be provided
 - Name of agency which will provide the services and their experience (Please attach Memorandum of Understanding for each participating social service partner)
 - Location of services (on or off site, and if off-site, location)
 - Proposed source of funding for services
2. Describe and submit program policies and procedures to establish provisions for meals, janitorial services, facility maintenance/repairs, utilities, uniformed/licensed security services, transportation, laundry services, telephones, dumpster and trash pick-up, showers and support services of the Year Round Emergency Shelter/Multi-Service Center.
3. Describe the proposed staffing for the Year Round Emergency Shelter /Multi-Service Center. Provide title and description of staff to be hired and number of staff. Include all staff (including security). Describe hiring of staff or any subcontracts or vendor agreements.
4. Provide information detailing the staffing and management plan including hiring policy, screening and acceptance procedures, staffing policies for safe and humane environment, policies for staff training (annual staff evaluation and training plan, documentation of staff training), communication, resources and referrals, mental health and addiction skills, self-care, emergency procedures (evacuation, first aid, CPR, 911 reporting), safety conduct (prevention of abuse, crisis intervention, conflict resolutions), and appropriate behavior for dignity and respect.
5. Describe how the staffing and management plan is consistent with the Year Round Emergency Shelter /Multi-Service Center Management, Operations and Public Safety Plan.
6. Provide a Staff Responsibility Matrix for the Year Round Emergency Shelter/Multi-Service Center including volunteer monitoring, referral service and staff coordination.
7. Describe your Volunteer Management Plan including a plan for the recruitment, training and management of volunteers for the program. Please describe the role of volunteers and volunteer policies including a description of volunteer tasks, selection, screening, and background checks, orientation and training, and lines of authority.
8. Provide a detailed description of a Good Neighbor Plan. The plan should include the local community in order to address community concerns and impacts to the Good Neighborhood Plan. The Plan should also include, but not be limited to, policies for community involvement, policies for neighborhood patrol, informing the public about the positive aspects of the program, being responsive to community concerns, communication and coordination with neighborhood, business and public, local police and fire departments, city, county and service providers, and working closely with city/local government to minimize the impact of the program on the surrounding neighborhood.

Attachment 7A (A1): Program Design for the Year Round Emergency Shelter/Multi-Service Center

Answer each question in Attachment 7A specifically to Program Design for the Year Round Emergency Shelter/Multi-Service Center.

NOTE: If your program is a collaborative, please state who will be undertaking/completing the described work. Please attach applicable MOU's or letters of intent. All participants must certify, pursuant to 24 CFR Part 24, that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the covered transaction.

1. Provide a narrative of the program design concept to operate a 200 bed year round emergency shelter and multi-service center.
2. Describe the general program layout and design of the structure and functionality given the square footage of the facility.
3. Describe in-kind resources your agency may bring to the development of facility including but not limited to Architectural and Engineering Design, Construction Management, Construction and materials.
4. Describe the extent to which the program will involve community organizations, other than the project sponsor(s). Attach letters of endorsement, if available.
5. Describe how you will work with the County's designated Project Manager and design team to influence the design of the Year Round Emergency Shelter/Multi-Service Center to ensure the facility can serve multiple populations and serve both as shelter and a multi-service center (able to serve multiple agencies providing services at one site using program layout on pg. 17 and 18 of MOPSP as a guide to your answer).
6. Describe the plan for long term economic sustainability of this program.

ATTACHMENT 7B (A1): Operation and Administration of Year Round Emergency Shelter/Multi-Service Center

Answer each question in Attachment 7B specifically to the Operations and Administration of the Year Round Emergency Shelter/Multi-Service Center.

1. Provide a detailed description of a 24/7 Site Management Plan (24 hours per day, 7 days a week) for the Year Round Emergency Shelter Program.
2. Explain how the Management Plan is consistent with the County's Management, Operations and Public Safety Plan.
3. Describe your Agency's plan for administration and support of Shelter Advisory Boards as described in the Management, Operations, and Public Safety Plan.
4. Provide employment and housing services navigator policy including documentation of services and data security policies
5. Describe multi-service center program policies including:
 - Multi-service center clients eligibility for services
 - Lead agency protocols
 - Requirements for service provider partners
6. Describe day time program policies.
7. Please provide a description of shelter client rules.
8. Describe Financial Policies including:
 - Financial Requests from Clients
 - Client Possessions and Funds
 - Annual Outside Audit
 - Financial Reports Review
9. Describe Non-Discrimination Policies including:
 - Compliance with Americans with Disabilities Act
 - Gender-Specific Programming Policy
 - Sexual Harassment Policy
 - Policy Regarding Sex Offenders
10. Describe the Safety Policy for the facility including:
 - Facility maintenance
 - Fire and earthquake safety
 - Fire prevention procedures
 - Fire drills and documentation
 - Fire inspections and extinguishers
11. Describe the Security Plan for the Facility including:
 - Eligibility screening
 - Secured entrances
 - On-site security personnel

- Security alarms and cameras
- Security lighting
- Loitering policy
- De-escalating conflicts
- Entrance and exit procedures
- Policy regarding storage of clients' possessions
- Policy on possession of weapons on-site
- Procedure for contacting police

12. Describe Health Policies related to:

- Possession of controlled substances
- Policy for drug possession
- Security, use, and access of prescription medications
- Client use of over-the-counter medications
- Client access to emergency and medical care
- First aid equipment, supplies, and procedures
- Policies and procedures for disease prevention

13. Describe Food Policies related to:

- Provision of nutritional needs of clients
- Meeting health department standards
- Provision for sanitary storage and preparation of food

14. Describe Transportation Policies including the following:

- Transportation Flow On and Off Property
- Pedestrian Traffic
- Bicycle Traffic and Parking
- Bus and Shuttle Transportation Services
- Personal Vehicle Transportation and Parking
- Staff Transportation of Clients
- Transportation Policies for Multi-Service Center Clients
- Delivery of Shelter Goods and Community Donations

15. How may the facility accommodate pet and service animals? Describe policies pertaining to the shelter of animals on-site or off-site?

ATTACHMENT 8 (A1): LEVEL AND TYPES OF SERVICES OFFERED/SERVICE PARTNERS

1. Describe the plan to ensure comprehensiveness of service delivery system and service strategies
2. Indicate the level and type of supportive services, both on and off site
3. Describe the level and frequency of case management
4. Describe how clients will be connected to permanent affordable housing and how rapid rehousing funds could be integrated into the program.

ATTACHMENT 9 (A1): CLIENT SELECTION AND SERVICE DELIVERY

1. Describe the client referral process: how clients are referred to the program and program linkages with other organizations and service providers in compliance with the County's Management, Operations and Public Safety Plan.
2. Describe population to be served and explain client selection criteria including how a diversity of clients including individuals and families will be served at a single shelter site.
3. Describe admission criteria and procedures including:
 - Client Rules and Guidelines
 - Identification Requirements
 - Screening Requirements
 - Bed Reservation System
 - New Clients
 - Day Leave and Returning Clients
 - Hours of Operation
4. Describe exit and re-admission policies and procedures.
5. Describe the Coordinated Service Delivery Plan including overflow management.
6. What are your agencies policies regarding personal and database confidentiality? Please explain any exceptions to these policies.
7. Explain your grievance policies and procedures related to receiving and posting the policy, process to make a complaint, resolving a grievance, meeting with staff, and whistleblower policy.
8. How will the case management plan increase stability?
9. How will your agency be able to meet the goal of length of stay of 30 days or less and connect clients to permanent housing?
10. Describe your Agency's participation and any experience working in Homeless Management Information System (HMIS) and your plan to comply with HMIS requirements.

ATTACHMENT 10 (A1): PARTICIPATION IN COORDINATED ENTRY AND PERFORMANCE MEASURES (OBJECTIVES AND OUTCOMES)

1. Describe your agency's participation in the coordinated entry system that identifies clients, their needs, the services required, and can be used to identify agencies where clients can receive the appropriate services is critical in creating a seamless continuum. Applicant will need to participate in the process to develop or link existing services to the client.
2. Describe how your agency will integrate the Year Round Emergency Shelter/Multi-Service Center with the Coordinated Entry System (CES). Operating Costs should include line item budget details for CES.
3. Describe overall program goals and expected outcomes on an annual basis (i.e. bed nights/persons served) including length of stay.
4. Performance Measures - Describe how your agency will measure performance and outcomes.

ATTACHMENT 11 (A1): BUDGET AND RESOURCE LEVERAGING

1. Describe in detail funding strategies to support the design, rehabilitation and annual operations activities of the Year Round Emergency Shelter/Multi-Service Center. In addition, include a description of your secondary financing strategy if you are unable to secure your first choice of financing.
2. Describe your organization's long term stability plan and track record to secure public/private resources/funds for operation of emergency shelter/multi-service center and any in-kind tenant improvements related to capital development including, but not limited to, Architectural & Engineering Design, Construction Management, Construction and materials.
3. Explain how you will leverage and maximize funding sources to serve the greatest amount of homeless. If applying for both Year Round Emergency Shelter/Multi-Service Center and Armory Emergency Shelter Program component, please explain the leveraging sources as they may relate to one another.
4. Provide evidence of financing or funding commitments. These may include, but are not limited to: fee waivers, payment of infrastructure costs, loans and other subsidies from other jurisdictions; lender financing; grants; and local, state, or other federal assistance.
5. Describe an In-Kind Contribution Plan in obtaining sponsor organizations to donate services and supplies to leverage federal, State and County resources.
6. Submit letters of commitment for leveraging dedicated for this project that include the amount of committed and anticipated leveraging. An acceptable leverage letter must include:
 - a. The name of the organization providing the leverage.
 - b. A statement about the type of contribution which is a part of the project. Contribution may include: cash, services (e.g. child care, case management, education, job training, etc.), building equipment, or in-kind donations (including, but not limited to, Architectural & Engineering Design, Construction Management, Construction and materials, clothing/goods, food, volunteer support, etc.).
 - c. It must clearly say the contribution is being given to your program participants indicating the name of the project and sponsor organization to which the contribution has been given.
 - d. It must provide a VALUE of the contribution.
 - e. It must show the dates contribution is available.

7. **Annual Operations Budget:** Complete the budget below for annual operating costs associated with the (a) Year Round Emergency Shelter Multi-Service Center

PROJECTED SHELTER/MULTI-SERVICE CENTER BUDGET	YRES	MSC
Administrative Salaries/ Professional Services		
Executive Director		
Accounting Clerk	\$	
FTE Financial Manager	\$	
HMIS	\$	
Administration	\$	
Human Resources	\$	
Operations Director	\$	
Program Director of Emergency Shelter, Services and Outreach	\$	
IT Support	\$	
Professional Fees	\$	
Equipment Rentals	\$	
Other	\$	
Other	\$	
Other	\$	
Admin Salaries/Professional Services Totals	\$	
Operation - Program Salaries		
Program Manager of Emergency Shelter and Services	\$	
Employment and Housing Navigators	\$	
Employment and Housing Navigators	\$	
Site Leaders	\$	
Logistics Coordinator	\$	
Overnight Logistics Coordinator	\$	
Intake Coordinators	\$	
Food Coordinator/Cook	\$	
Kitchen Staff/Cook	\$	
Volunteer / Multi-Service Center Coordinators	\$	
Volunteer Coordinators	\$	
Other	\$	
Other	\$	
Other	\$	
Program Salary Totals	\$	
Operations and Program Expenses		
Facility Expenses		
Rent/Lease	\$	
Insurance	\$	
Office supplies	\$	
Phones	\$	
Janitorial	\$	
Facility Expenses	\$	
Utilities	\$	

Other	\$	
Other	\$	
Other	\$	
Security/Maintenance		
Security Guards	\$	
Trash Disposal	\$	
Maintenance Supplies	\$	
Cleaning Supplies	\$	
Landscaping	\$	
Other	\$	
Other	\$	
Other	\$	
Client Services & Supplies		
Special Services Supplies (Pet Services, Bike Shop, Client Storage, Salon, etc.)	\$	
Transportation	\$	
Taxi	\$	
Meals, Snacks and Beverages	\$	
Kitchen Supplies	\$	
Client Supportive Services	\$	
Laundry	\$	
Other	\$	
Other	\$	
Other	\$	
Coordinated Entry System	\$	
Equipment/Furnishings	\$	
Replacement Reserves	\$	
Operation and Program Expenses Totals	\$	
Contingency (15% - Shelter, 5% Multi-Service Center)	\$	
TOTAL BUDGET	\$	

Participation in Coordinated Entry is required. The Year Round Emergency Shelter/Multi-Service Center budget ***MUST*** include at least 1.5% of the total Year Round Emergency Shelter/Multi-Service Center request for funding for Coordinated Entry. This amount may change based on program design to be developed by 211OC in coordination with the selected operator.

8. Budget and Resource Leveraging

Complete Leveraging Chart: Complete chart below, by listing the leveraged funds by specific activities for the following proposed activities: construction/rehab and operation of the Year Round Emergency Shelter/Multi-Service Center.

Resource Value

Resources such as professional services should be valued at the customary fair-market rate for that service. Buildings materials and equipment should also be valued at the fair-market value. Volunteer time should be valued at fair market value.

LEVERAGING CHART				
(Year Round Emergency Shelter/Multi-Service Center)				
Example				
1. Organization Name	2. Type of Resource	3. Project Activity	4. Source of Leveraging	5. Leverage Value
XYZ Foundation	Grant	Operation	Cash	\$30,000
ABC Organization	Building Materials	Rehabilitation	Donation	\$35,000
123 Non Profit	Services	Job Training	In-Kind	\$ 5,000
Total Leveraging				\$70,000
1. Organization Name	2. Type of Resource	3. Project Activity	4. Source of Leveraging	5. Leverage Value
Total Leveraging				

*Maximum number of points awarded to projects demonstrating dollar amount of leveraged resources.

LEVERAGING CERTIFICATION

I certify on behalf of _____
(Agency and project name)

and attest that all Leveraged resources contained in Leveraging Chart, have not been previously used for other project(s) and that all information contained in Attachment 11 is true and accurate to the best of my knowledge.

Authorized Signature

Print Name

Date

Attachment A2
PROGRAM SPECIFIC COMPONENT
ARMORY EMERGENCY SHELTER

ATTACHMENT 6 (A2): ORGANIZATIONAL CAPACITY, EXPERIENCE AND READINESS

1. Describe the organization’s experience working with local government, business, other local providers and neighborhood residents in developing a good neighbor policy through planning and, design implementation, and property management and operational phases.
2. Describe the organization’s experience providing social service programs to the homeless population and operating temporary seasonal shelter and/or similar programs to those proposed. Attach list of Temporary Emergency Shelter operated currently by your organization (include name of shelter, location and # of beds). Include relevant experience in Southern California and/or Orange County.
3. Describe the organization’s knowledge and experience serving the Orange County homeless population and involvement with County’s 10 Year Plan to End Homelessness.
4. Explain how Armory Emergency Shelter Program will be integrated into the larger Continuum of Care system as well as the Agency’s existing mission, business, budget, funding commitments and capacity of agency to maintain and operate the Armory Emergency Shelter(s). If applying for both Year Round Emergency Shelter/Multi-Service Center and Armory Emergency Shelter component, please explain capacity to operate both and any efficiencies that may be obtained.
5. Has your organization received Community Development Block Grant (CDBG) or Emergency Solutions Grants (ESG) funding for operation of emergency shelter during the previous three years?

Yes No

- If you answered, “Yes”**, complete Previous Funding Chart below by identifying the contract number, award amount, program income, if generated; and any unspent funds.
- If you answered “No”** above, submit a letter signed by this application’s authorized person that identifies one reference from three different funding sources from whom you have received funding in the past three years. The letter must include contact information for the three references (funding source), the amount of funding awarded from each reference, explanation of the use of funds, duration of funding awarded, and state whether or not contractual performance measures were achieved.

PREVIOUS CDBG FUNDING CHART				
Year	Contract Number	Award Amount	Program Income Generated (If Applicable)	Unspent Funds from Award
2015-16				
2014-15				
2013-14				
2012-13				

PREVIOUS ESG FUNDING CHART				
Year	Contract Number	Award Amount	Program Income Generated (If Applicable)	Unspent Funds from Award
2015-16				
2014-15				
2013-14				
2012-13				

6. (If applicable) describe the reason why funds remain unspent in the previous CDBG and ESG Funding Charts. Include an explanation of how the organization intends to complete the project.
7. Describe your organization's experience utilizing Rapid Rehousing Funding. List funds received and describe the type of rapid rehousing programs administered by your organization.

ATTACHMENT 7 (A2): ARMORY EMERGENCY SHELTER PROGRAM DESIGN AND OPERATIONS

Please refer to Exhibit 3: Model Contract for Armory Emergency Shelter Program for the scope of services.

1. Provide a program description including population served and services provided. For the Armory Emergency Shelter Program, please provide a brief summary of the type of services which will be available for clients including:
 - Type of Services to be provided
 - Name of agency which will provide the services and their experience (Please attach Memorandum of Understanding for each participating social service partner)
 - Location of services (on or off site, and if off-site, location)
 - Proposed source of funding for services
2. Describe and submit program policies and procedures to establish provisions for meals, janitorial services, facility maintenance/repairs, utilities, uniformed/licensed security services, transportation, laundry services, telephones, dumpster and trash pick-up, showers and support services.
3. Describe the proposed staffing Armory Emergency Shelter Program. Provide title and description of staff to be hired and number of staff. Include all staff (including security). Describe hiring of staff or any subcontracts or vendor agreements.
4. Provide information detailing the staffing and management plan including hiring policy, screening and acceptance procedures, staffing policies for safe and humane environment, policies for staff training (annual staff evaluation and training plan, documentation of staff training), communication, resources and referrals, mental health and addiction skills, self-care, emergency procedures (evacuation, first aid, CPR, 911 reporting), safety conduct (prevention of abuse, crisis intervention, conflict resolutions), and appropriate behavior for dignity and respect.
5. Provide a Staff Responsibility Matrix for the Armory Emergency Shelter Program including volunteer monitoring, referral service and staff coordination.
6. Describe your Volunteer Management Plan including a plan for the recruitment, training and management of volunteers for the program. Please describe the role of volunteers and volunteer policies including a description of volunteer tasks, selection, screening, and background checks, orientation and training, and lines of authority.
7. Provide a detailed description of a Good Neighbor Plan. The plan should include the local community in order to address community concerns and impacts to the Good Neighborhood Plan. The Plan should also include, but not be limited to, policies for community involvement, policies for neighborhood patrol, informing the public about the positive aspects of the program, being responsive to community concerns, communication and coordination with neighborhood, business and public, local police and fire departments, city, county and service providers, and working closely with city/local government to minimize the impact of the program on the surrounding neighborhood.

ATTACHMENT 7A/B (A2): Program Design/Operation and Administration of the Armory Emergency Shelter Program

1. Describe the program and service units to be provided. Include the estimated number of bed nights and unduplicated homeless clients you intend to serve if operating from November to April.
2. Describe the client assessment/survey and/or intake process, and list the criteria for determining client eligibility for the program. Include in describing your intake process, questions which will be asked and proof of identification which will be reviewed on a nightly basis for new and returning clients.
3. Describe the method proposed for handling requests for service which cannot be immediately met. Include a discussion of your agency's plan for prioritization of need, and referral to other resources. Describe how you keep track of referrals and success stories.
4. Describe the methods you intend to use for program publicity and outreach.
5. Indicate dates and major tasks required to make the program fully operational on a seasonal basis.
6. Describe what types of supportive services will be part of your program design and how often these services will be utilized.
7. Describe how collaboration and partnership efforts will enhance program design and assist homeless individuals whose need cannot be met within the program.
8. Describe the safeguards which will be used to ensure the participants' safety; related exits, outdoor space, storage areas, kitchen and bathroom facilities.
9. Describe how security and safety measures will be achieved.
10. Describe your plan for provision of medical or police assistance in the event of an emergency.
11. Describe the transportation measures and services available to transport clients to and from the site/s.
12. Describe the plan for provision of dinner, breakfast, and snacks for clients.
13. Describe the plan for securing adequate alternate sites during times of "dark nights" when the facility cannot be used due to military activities.
14. Describe the plan for 24/7 Armory shelter operation.
15. Describe the strategies to be used for implementation of a good neighbor plan.
16. Describe the plan for set-up, take-down, and clean-up of each shelter site, each night of program operation.
17. Describe the communication plan and protocols that will be used to ensure that the County is notified of any media inquiries regarding the program and/or city, police department, resident, business or other stakeholder complaints related to the program.
18. Describe how you will ensure a smooth transition of services from the current provider to your organization if not the current provider.

ATTACHMENT 8 (A2): LEVEL AND TYPES OF SERVICES OFFERED/SERVICE PARTNERS

1. Describe the plan to ensure comprehensiveness of service delivery system and service strategies
2. Indicate the level and type of supportive services, both on and off site
3. Describe the level and frequency of case management
4. Describe how clients will be connected to permanent affordable housing and how rapid rehousing funds could be integrated into the program.

ATTACHMENT 9 (A2): CLIENT SELECTION AND SERVICE DELIVERY

1. Provide a marketing plan, which includes collaborating with Continuum of Care partners and local agencies, regarding the client referral process. Indicate how clients will be referred to the program and program linkages with other organizations and service providers.
2. Describe population to be served and explain client selection criteria including how a diversity of clients including individuals and families will be served.
3. Describe admission criteria and procedures.
4. Describe exit and re-admission policies and procedures.
5. Describe the Coordinated Service Delivery Plan including overflow management.
6. What are your agencies policies regarding personal and database confidentiality? Please explain any exceptions to these policies.
7. Explain your grievance policies and procedures related to receiving and posting the policy, process to make a complaint, resolving a grievance, meeting with staff, and whistleblower policy.
8. How will the case management plan increase stability?
9. How will your agency reduce the length of stay (30 days or less) and connect clients to permanent housing?
10. Describe your Agency's participation and any experience working in Homeless Management Information System (HMIS) and your plan to comply with HMIS requirements.

ATTACHMENT 10 (A2): PARTICIPATION IN COORDINATED ENTRY AND PERFORMANCE MEASURES (OBJECTIVES AND OUTCOMES)

1. Describe your agency's participation in the coordinated entry system that identifies clients, their needs, the services required, and can be used to identify agencies where clients can receive the appropriate services is critical in creating a seamless continuum. Applicant will need to participate in the process to develop or link existing services to the client.
2. Describe how your agency could utilize the Coordinated Entry System (CES) with the Armory Emergency Shelter Program. Operating Costs should include line item budget details for CES, if possible
3. Describe overall program goals and expected outcomes for the Armory Emergency Shelter Program on an annual basis (i.e. bed nights/persons served) including length of stay.
4. Performance Measures - Describe how your agency will measure performance and outcomes for the Armory Emergency Shelter Program.

ATTACHMENT 11 (A2): BUDGET AND RESOURCE LEVERAGING

1. Describe in detail funding strategies to support the activities of the Armory Emergency Shelter Program. In addition, include a description of your secondary financing strategy if you are unable to secure your first choice of financing.
2. Describe your organization's long term stability plan and track record to secure public/private resources/funds for operation of emergency shelter.
3. Explain how you will leverage and maximize funding sources to serve the greatest amount of homeless. If applying for both Year Round Emergency Shelter/Multi-Service Center and Armory Emergency Shelter Program component, please explain the leveraging sources as they may relate to one another.
4. Provide evidence of financing or funding commitments. These may include, but are not limited to: fee waivers, payment of infrastructure costs, loans and other subsidies from other jurisdictions; lender financing; grants; and local, state, or other federal assistance.
5. Describe an In-Kind Contribution Plan in obtaining sponsor organizations to donate services and supplies to leverage federal, State and County resources.
6. Submit letters of commitment for leveraging dedicated for this project that include the amount of committed and anticipated leveraging. An acceptable leverage letter must include:
 - a) The name of the organization providing the leverage.
 - b) A statement about the type of contribution which is a part of the project. Contribution may include: cash, services (e.g. child care, case management, education, job training, etc.), building equipment, or in-kind donations (clothing/goods, food, volunteer support, etc.)
 - c) It must clearly say the contribution is being given to your program participants indicating the name of the project and sponsor organization to which the contribution has been given.
 - d) It must provide a VALUE of the contribution.
 - e) It must show the dates contribution is available.

7. **Annual Operations Budget:** Complete the budget below for annual operating costs associated with the Armory Emergency Shelter Program:

PROJECTED ARMORY EMERGENCY SHELTER COSTS	
Administrative Salaries/ Professional Services	
Executive Director	\$
Finance Manager	\$
Admin/Data	\$
Operations Director	\$
Other	\$
Other	\$
Other	\$
Admin Salaries/Professional Services Totals	\$
Program Salaries	
Armory Program Manager	\$
Armory Assistant Manager	\$
HMIS Coordinator	\$
Part-Time Seasonal Staff	\$
Overnight Staff (Seasonal)	\$
Volunteer / Multi-Service Center Coordinators	\$
Volunteer Coordinators	\$
Other	\$
Other	\$
Other	\$
Program Salary Totals	\$
Program Operations	
Administrative Expenses	
Phones/Cells	\$
Insurance	\$
Audit	\$
Office supplies/copies	\$
Office Rent	\$
Other	\$
Other	\$
Other	\$
Program Operation and Admin Expenses Totals	\$
Professional	
IT/HMIS	\$
Professional Fees	\$
Coordinated Entry	\$
Other	\$
Other	\$
Professional Totals	\$
Facility Expenses	
Rent	\$
Janitorial Services	\$

Disposal	\$
Storage Bins	\$
Repairs/Maintenance	\$
Other	\$
Other	\$
Other	\$
Facility Expenses Totals	\$
Alternate Site Costs	
Truck Rental	\$
All Site Rent	\$
Other	\$
Other	\$
Other	\$
Alternate Site Costs Totals	\$
Furnishings Equipment	
Misc. Equipment	\$
Tables, Chairs and Floor pads	\$
Mats, Blankets, Towels, etc.	\$
Other	\$
Other	\$
Other	\$
Furnishings Equipment Totals	\$
Operating Service Costs	
Household Supplies	\$
Client Supplies	\$
Dinners	\$
Snacks/Misc. Food	\$
Transportation	\$
Security Guards	\$
Food Delivery	\$
Laundry	\$
Other	\$
Other	\$
Other	\$
Operating Services Costs Totals	\$
Program Operations Total	\$
TOTAL BUDGET	\$

Participation in Coordinated Entry may be required. The Armory Emergency Shelter budget should include at least 1.5% of the total Year Round Emergency Shelter/Multi-Service Center request for funding for Coordinated Entry. This amount may change based on program design to be developed by 211OC in coordination with the selected operator.

8. Budget and Resource Leveraging

Complete Leveraging Chart: Complete chart below, by listing the leveraged funds by specific activities for the operation of the Armory Emergency Shelter Program.

Resource Value

Resources such as professional services should be valued at the customary fair-market rate for that service. Buildings materials and equipment should also be valued at the fair-market value. Volunteer time should be valued at fair market value.

LEVERAGING CHART (Armory Emergency Shelter Program)				
Example				
1. Organization Name	2. Type of Resource	3. Project Activity	4. Source of Leveraging	5. Leverage Value
XYZ Foundation	Grant	Operations	Cash	\$4,000
ABC Organization	Food	Meals	Donation	\$1,000
123 Non Profit	Services	Job Training	In-Kind	\$5,000
Total Leveraging				\$10,000
1. Organization Name	2. Type of Resource	3. Project Activity	4. Source of Leveraging	5. Leverage Value
Total Leveraging				

*Maximum number of points awarded to projects demonstrating dollar amount of leveraged resources.

LEVERAGING CERTIFICATION

I certify on behalf of _____

(Agency and project name)

and attest that all Leveraged resources contained in Leveraging Chart, have not been previously used for other project(s) and that all information contained in Attachment 11 is true and accurate to the best of my knowledge.

Authorized Signature

Print Name

Date



County of Orange OC Community Resources
 OC Community Services
 Year Round Emergency/Multi-Service Center
 OCCR-HRC-Kraemer-2016

MODEL LEASE

This LEASE (“**Lease**”) is made _____, _____, (“**Effective Date**”) by and between the **COUNTY OF ORANGE** a political subdivision of the State of California (hereinafter referred to as “**COUNTY**”) and _____, a (corporation/non-profit) _____ (hereinafter referred to as “**TENANT**”) without regard to number and gender. COUNTY and TENANT may be referred to collectively herein as “**the Parties**.”

RECITALS

- I. COUNTY and TENANT entered into a Yearly Funded Operational Agreement which commenced on _____, 2016 (“**Service Agreement**”) for the purpose of providing homeless prevention services to Orange County residents who are homeless (“**Services**”).
- II. COUNTY owns real property located at 1000 N. Kraemer Place in the City of Anaheim for the purposes of providing a Year Round Emergency Shelter and Multi-Service Center (“**Year Round Emergency Shelter**”).
- III. TENANT has agreed to provide the Services at the Year Round Emergency Shelter and COUNTY agrees to grant a Lease to TENANT to provide the Services.
- IV. The Services provided by TENANT at the Year Round Emergency Shelter will provide a convenient on-site source for Services required to <insert service description>. Having the Services on-site will help OC Community Services’ Homeless Prevention Program meet the department’s commitment to ending homelessness in accordance with the COUNTY’s Ten Year Plan to End Homelessness.

NOW, THEREFORE, in consideration of the Recitals, incorporated by reference herein, and the mutual covenants and agreements hereinafter contained, COUNTY and TENANT mutually agree to the following:

1. DEFINITIONS (AMA 2.1 S)

The following words in this Lease have the significance attached to them in this clause unless otherwise apparent from context:

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**CEO, Real Estate**” means the County Executive Office, Real Estate Services, County of Orange, or upon written notice to TENANT, such other entity as shall be designated by the County Executive Officer.

“**County Counsel**” means the County Counsel, County of Orange, or designee, or upon written notice to TENANT, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“County Executive Officer” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to TENANT, such other person or entity as shall be designated by the Board of Supervisors.

“Director” means the Director of OC Community Resources, County of Orange, or designee, or upon written notice to TENANT, such other person or entity as may be designated by the County Executive Officer or Board of Supervisors.

“Manager of CEO/IT” means the Manager of the County Executive Office, Information and Technology or upon written notice to TENANT, such other person or entity as shall be designated by the County Executive Officer.

“Chief Real Estate Officer” means the Chief Real Estate Officer, County Executive Office, Real Estate Services, County of Orange, or designee, or upon written notice to TENANT, such other person or entity as shall be designated by the County Executive Officer.

“Risk Manager” means the Manager of County Executive Office, Risk Management, County of Orange, or upon written notice to TENANT, such entity as shall be designated by the County Executive Officer.

“Treasurer-Tax Collector” means the Treasurer-Tax Collector, County of Orange, or designee, or upon written notice to TENANT, such other person or entity as shall be designated by the Board of Supervisors.

“Service Agreement” means that certain agreement between the Parties for the provision and operation of the Year-Round Emergency Shelter and Multi-Service Center Program.

2. PREMISES (AMA 3.1 S)

COUNTY leases to TENANT that certain property known as the Year Round Emergency Shelter/Multi-Service Center, (the **“Shelter”**), hereinafter referred to as **“Premises,”** described in Exhibit “A” and shown on Exhibit “B,” which exhibits are attached hereto and by reference made a part hereof.

The Premises also includes exclusive use of driveways for vehicle ingress and egress, pedestrian walkways, parking lot and other facilities and common areas appurtenant to TENANT’s Premises created by this Lease.

3. LIMITATION OF THE LEASEHOLD (AMA 5.1 S)

This Lease and the rights and privileges granted TENANT in and to the Premises are subject to all covenants, conditions, restrictions, and exceptions of record or apparent. Nothing contained in this Lease or in any document related hereto shall be construed to imply the conveyance to TENANT of rights in the Premises which exceed those owned by COUNTY, or any representation or warranty, either express or implied, relating to the nature or condition of the Premises or COUNTY’s interest therein. TENANT acknowledges that TENANT has conducted a complete and adequate investigation of the Premises and that TENANT has accepted the Premises in its “as is” condition, though such is not a waiver of any of COUNTY’s obligations set forth herein obligations.

4. PARKING (N)

Throughout the term of this Lease, TENANT shall have free, exclusive, and in-common use, twenty-four (24) hours per day, of parking spaces and access to Americans with Disability Act parking spaces in the parking lot located adjacent to the Premises, as shown on Exhibit B.

5. USE (N)

TENANT's use of the Premises shall be for providing Year Round Emergency Shelter and Multi-Service Center services and general office purposes associated with this site's operations.

TENANT agrees not to use the Premises for any other purpose nor to engage in or permit any other activity within or from the Premises without the prior written approval of the Director. TENANT further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the Premises, not to commit or permit to be committed any waste within the Premises, and to comply with all governmental laws and regulations in connection with the Premises.

NO ALCOHOLIC BEVERAGES SHALL BE SOLD OR CONSUMED WITHIN THE PREMISES.

6. TERM (AMB 2.1 N)

The term of this Lease shall be twenty (20) years ("**Initial Term**") and become effective upon the Effective Date, above. Said Lease shall continue in effect for the Term, unless otherwise terminated as provided in Clause 7 (OPTION TO TERMINATE LEASE) of this Lease, however, in the event that the Service Agreement between the Parties terminates, this Lease shall also immediately terminate concurrently therewith without any notice. However if the Parties enter into a new service agreement so as to provide continuity of Services, this Lease shall remain effective and continue in effect throughout the term of the new service agreement; in which event the continuation of this Lease will be confirmed in writing by the Director.

This Lease shall automatically extend for two (2) ten-year periods ("**Extended Term**") on the same terms and conditions unless either Party gives the other written notice of its intention not to extend, which shall be delivered no later than one hundred twenty (120) days prior to the expiration of the Initial Term or the subsequent first Extended Term.

7. OPTION TO TERMINATE LEASE (AM3.1N)

COUNTY or TENANT shall have the option to terminate this Lease at any time by giving the other Party at least one hundred twenty (120) days prior written notice.

8. RENT (N)

In consideration for TENANT's valuable public services and benefits provided through the Service Agreement, Rent shall be waived for this Lease, which is necessary to carry out the Services defined in the Service Agreement.

9. CONSTRUCTION AND/OR ALTERATION BY TENANT (AMD2.1 S)

A. COUNTY's Consent. No structures, improvements, or facilities shall be constructed, erected, altered, or made within the Premises without prior written consent of the Director. Notwithstanding the foregoing, TENANT shall submit its initial space plan for Director's approval prior to TENANT's occupancy. Any conditions relating to the manner, method, design, and construction of said structures, improvements, or facilities fixed by the Director as a condition to granting such consent, shall be conditions hereof as though

originally stated herein. TENANT may, at any time and at its sole expense, install and place business fixtures and equipment within any building constructed by TENANT.

B. Strict Compliance with Plans and Specifications. All improvements constructed by TENANT within the Premises shall be constructed in strict compliance with detailed plans and specifications approved by the Director, and in accordance with all applicable laws and regulations.

10. OWNERSHIP OF IMPROVEMENTS AND EQUIPMENT (AMD 6.2 N)

A. All improvements and facilities, exclusive of trade fixtures, constructed or placed within the Premises by TENANT must, upon completion, be free and clear of all liens, claims, or liability for labor or material and at COUNTY's option shall become the property of COUNTY at the expiration of this Lease or upon earlier termination hereof. COUNTY retains the right to require TENANT, at TENANT's cost, to remove any or all TENANT improvements located within, upon, under, or above the Premises at the expiration or termination hereof.

B. Any equipment placed within the Premises by TENANT or a TENANT subtenant, not wholly owned by TENANT or a TENANT subtenant shall not provide as a remedy for default in the contract applicable to said equipment an option for a creditor or similar entity, to enter the Premises to remove said equipment. TENANT shall include in any sublease a requirement for any subtenant to comply with this clause.

11. UTILITIES AND REFUSE REMOVAL (AM6.1 N)

TENANT shall be responsible for and pay all utility services supplied to the Premises, including but not limited to electricity, water, gas, sewer, internet, telephone and refuse removal services.

12. MAINTENANCE OBLIGATIONS OF TENANT (AM6.3 N)

TENANT, at TENANT's sole cost, agrees to maintain the interior/non-structural/above-slab elements of the Premises and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said Premises in a neat, clean, orderly, safe, and sanitary condition, free of graffiti, to the satisfaction of Director, and in compliance with all applicable laws. Said maintenance includes, but is not limited to, janitorial services, flooring care, windows, ceilings, fluorescent/LED ceiling-mounted electric light fixtures, bulbs for fluorescent lights/LED and related switches, doors and locks, kitchen and related equipment including fire suppression system (if applicable), interior and exterior painting, parking lot, landscaping, hardscaping, fencing, security and fire alarms, and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance.

Director shall have the right at any time to enter upon and inspect the Premises for cleanliness and safety. If Director determines that TENANT has failed to maintain or make repairs or replacements as required herein, Director may so notify TENANT. Should TENANT fail to correct such failure within three (3) days following receipt of written notice from Director, Director may make the necessary correction or cause it to be made and the cost thereof, including but not limited to the cost of labor, materials, equipment, and an administrative fee equal to fifteen percent (15%) of the sum of such items, shall be paid by TENANT within ten (10) days of receipt of a statement of said cost from Director. Notwithstanding the foregoing, in the case of an emergency, Director may cause a repair or correction to be made if TENANT fails to commence and diligently pursue to completion such repair or correction within eight (8) hours following a telephone call from Director to TENANT regarding such emergency situation. The cost thereof, including but not limited to the cost of labor, materials, equipment, and an administrative fee equal to fifteen percent (15%) of the sum of such items, shall be paid by TENANT within ten

(10) days following receipt of a statement of said cost from Director. Director may, at Director's option, choose other remedies available herein, or by law.

Failure of TENANT to properly maintain the Premises and repair and maintain any improvements thereon, as required in this Lease, shall constitute a breach of the terms of this Lease.

13. MAINTENANCE OBLIGATIONS OF COUNTY (N)

COUNTY shall repair and maintain the roof, exterior walls, plumbing systems including back flow testing and maintenance, heating and air-conditioning systems, gas lines, and electric lines within the Premises. However, TENANT shall reimburse COUNTY for any expense incurred for repairing plumbing defects caused by introduction of foreign matter into the plumbing system by TENANT.

14. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS (AM6.5 S)

In the event of damage to or destruction of COUNTY-constructed or installed improvements, equipment or fixtures located within the Premises or in the event COUNTY-installed improvements, equipment or fixtures located within the Premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce such declaration, COUNTY shall, within thirty (30) days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements to the same size and floor area as they existed immediately prior to the event causing the damage or destruction, as necessary to permit full use and occupancy of the Premises for the purposes required by the Lease. Repair, replacement, or reconstruction of improvements within the Premises shall be accomplished in a manner and according to plans approved by the Director. With respect to damage or destruction to be repaired by COUNTY or which COUNTY elects to repair, TENANT waives and releases its rights under California Civil Code Sections 1932 (2) and 1933 (4). Notwithstanding anything to the contrary, if full repair cannot be made within ninety (90) days, TENANT shall have the right to terminate this Lease without liability. In all events, rent shall equitably abate.

15. INSURANCE (AM6.6 N)

TENANT agrees to purchase all required insurance at TENANT's expense and to deposit with the COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this Lease have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with COUNTY during the entire term of this Lease. This Lease shall automatically terminate at the same time TENANT's insurance coverage is terminated. If within ten (10) business days after termination under this Clause TENANT obtains and provides evidence of the required insurance coverage acceptable to the Director, this Lease may be reinstated at the sole discretion of the Director. TENANT shall pay COUNTY five hundred (\$500) for processing the reinstatement of this Lease.

TENANT agrees that TENANT shall not operate on the Lease Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of the Director. In no cases shall assurances by TENANT, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. The Director will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. TENANT also agrees that upon cancellation, termination, or expiration of TENANT's insurance, COUNTY may take whatever steps are necessary to interrupt any operation from or on the Lease Area until such time as the Director reinstates the Lease.

If TENANT fails to provide the Director with a valid certificate of insurance and endorsements or binder at any time during the term of the Lease, COUNTY and TENANT agree that this shall constitute a material breach of the Lease. Whether or not a notice of default has or has not been sent to TENANT, said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the Premises, and to prevent any persons, including, but not limited to, members of the general public, and TENANT's employees and agents, from entering the Premises until such time as the Director is provided with adequate evidence of insurance required herein. TENANT further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from COUNTY's action.

All contractors performing work on behalf of TENANT pursuant to this Lease shall obtain insurance subject to the same terms and conditions as set forth herein for TENANT. TENANT shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by COUNTY from TENANT under this Lease. It is the obligation of the TENANT to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the Premises. Such proof of insurance must be maintained by TENANT through the entirety of this Lease and be available for inspection by a COUNTY representative at any reasonable time.

All self-insured retentions ("SIRs") and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero "0" by the appropriate line of coverage. **Any SIR or deductible in excess of \$25,000 (\$5,000 for automobile liability) shall specifically be approved by the Risk Manager upon review of TENANT's current audited financial report.**

If TENANT fails to maintain insurance acceptable to the COUNTY for the full term of this Lease, COUNTY may terminate this Lease.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the **Best's key Rating Guide/Property-Casualty/United States or ambest.com**. It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best rating of A-/VIII, COUNTY's Risk Manager retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory

<u>Coverages</u>	<u>Minimum Limits</u>
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct	\$1,000,000 per occurrence
Commercial Property Insurance on an "All Risk" or "Special Causes of Loss" basis covering all, contents and any tenant improvements including Business Interruption/Loss of Rents with a 12 month Limit.	100% of the Replacement Cost Value and no coinsurance provision.

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that TENANT's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents, and employees.

The Commercial Property policy shall contain a Loss Payee endorsement naming the County of Orange as respects the County's financial interest when applicable.

TENANT shall notify COUNTY in writing within thirty (30) days' of any policy cancellation and (ten) 10 days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Lease, upon which the County may suspend or terminate this Lease.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a “separation of insureds” clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to COUNTY address provided in Clause 22 (NOTICES) below or to an address provided by the Manager of CEO/IT. TENANT has ten (10) business days to provide adequate evidence of insurance or this Lease may be cancelled.

COUNTY expressly retains the right to require TENANT to increase or decrease insurance of any of the above insurance types throughout the term of this Lease which shall be mutually agreed upon. Any increase or decrease in insurance will be as deemed by COUNTY’s Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify TENANT in writing of changes in the insurance requirements. If TENANT does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Lease may be in breach without further notice to TENANT, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit TENANT’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease, nor in any way to reduce the policy coverage and limits available from the insurer.

16. ASSIGNING, SUBLETTING AND ENCUMBERING PROHIBITED (AM 7.3 N)

Any mortgage, pledge, hypothecation, encumbrance, transfer, sublease or assignment (hereinafter in this clause referred to collectively as “**Encumbrance**”) of TENANT’s interest in the Premises, or any part or portion thereof without COUNTY approval (which approval may be provided by COUNTY at its sole discretion) is prohibited. Any attempted Encumbrance by TENANT shall be null and void and shall confer no right, title, or interest in or to this Lease. Notwithstanding anything to the contrary, Tenant shall have the right to transfer this Lease to an affiliate, or to an entity with which it merges or sells substantially all of its assets, or as a result of a change in control subject to approval of the Director.

17. HAZARDOUS MATERIALS (AMF 9.1 N)

- A. Definition of Hazardous Materials. For purposes of this Lease, the term “**Hazardous Material**” or “**Hazardous Materials**” shall mean any hazardous or toxic substance, material, product, byproduct, or waste which is or shall become regulated by any governmental entity, including, without limitation, the COUNTY acting in its governmental capacity, the State of California or the United States government.
- B. Use of Hazardous Materials. TENANT or TENANT’s employees, agents, independent contractors or invitees (collectively “**TENANT Parties**”) shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the Premises (which for purposes of this clause shall include the subsurface soil and ground water). Notwithstanding the foregoing, TENANT may keep on or about the Premises small quantities of Hazardous Materials that are used in the ordinary, customary, and lawful cleaning and maintenance of and business operations on the Premises. Said permitted Hazardous Materials shall be stored in a safe location and shall be disposed of in a manner provided by law.
- C. TENANT Obligations. If the presence of any Hazardous Materials on, under or about the Premises caused or permitted by TENANT or TENANT Parties results in (i) injury to any person, (ii) injury to or contamination of the Premises (or a portion thereof), or (iii) injury to or contamination of any real or

personal property wherever situated, TENANT, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the Premises to the condition existing prior to the introduction of such Hazardous Materials to the Premises and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of COUNTY under this Lease, TENANT shall pay the cost of any cleanup or remedial work performed on, under, or about the Premises as required by this Lease or by applicable laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by TENANT or TENANT Parties. Notwithstanding the foregoing, TENANT shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under or about the Premises caused or permitted by TENANT or TENANT Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of COUNTY. All work performed or caused to be performed by TENANT as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, permits and other requirements for such work approved by COUNTY.

- D. Indemnification for Hazardous Materials. To the fullest extent permitted by law, TENANT hereby agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to COUNTY) COUNTY, its elected officials, officers, employees, agents, independent contractors, and the Premises from and against any and all liabilities, losses, damages (including, but not limited, damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises or damages arising from any adverse impact on marketing and diminution in the value of the Premises), judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the Premises by TENANT or TENANT Parties. The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the Premises and the preparation of any closure or other required plans.

18. BEST MANAGEMENT PRACTICES (AMF 9.2 N)

TENANT and all of TENANT's, subtenant, agents, employees and contractors shall conduct operations under this Lease so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater Drainage System**"), and to ensure that pollutants do not directly impact "**Receiving Waters**" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System ("**NPDES**") permits ("**Stormwater Permits**") to the County of Orange, and to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "**County Parties**") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises leased under this Lease. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan ("**DAMP**") which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices ("**BMPs**") that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is

used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the COUNTY’s LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as “**BMP Fact Sheets**”) and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

Notwithstanding anything to the contrary, the use under this Lease does not require BMP Fact Sheets.

19. EXECUTION IN PART (N)

This Lease may be executed in counterparts, each of which, when both the Parties hereto have signed this Lease, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

20. NOTICES (AMF 10.1 S)

All notices pursuant to this Lease shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail in the State of California, duly registered or certified, return receipt requested, with postage prepaid or by overnight courier with proof of delivery.

If any notice is sent by registered or certified mail, as aforesaid, the same shall be deemed to have been served or delivered twenty-four (24) hours after mailing or delivery (or rejection) by overnight courier thereof as above provided. Notwithstanding the above, COUNTY may also provide notices to TENANT by personal delivery or by regular mail and any such notice so given shall be deemed to have been given upon receipt.

TO: COUNTY

County of Orange
OC Community Resources
1300 South Grand Ave., Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407

Attn.: Project Manager

With a copy to:

County Executive Office
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92701
Attention: Chief Real Estate Officer

TO: TENANT

Attn: _____

with copy to:

21. GENERAL CONDITIONS

This Lease includes the General Conditions, attached hereto as and by this reference made a part thereof. In the event of any conflict between the provisions of this Lease and the provisions in the General Conditions, the provisions of this Lease shall control.

22. ATTACHMENTS TO LEASE (AMF11.1 S)

This Lease includes the following, which are attached hereto and made a part hereof:

I. GENERAL CONDITIONS

II. EXHIBITS

Exhibit A – Premises Description

Exhibit B – Plot Plan

Exhibit C – Child Support Enforcement Certificate

Exhibit D – Service Agreement

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IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

APPROVED AS TO FORM:
COUNTY COUNSEL

TENANT

<Insert Name of Organization>

By _____
Deputy

By _____
Name:
Title:

Date _____

Date _____

RECOMMENDED FOR APPROVAL:

OCCS Director

By _____

Date _____

RECOMMENDED FOR APPROVAL:

County Executive Office

COUNTY

COUNTY OF ORANGE

By _____
Scott D. Mayer, Chief Real Estate Officer

By _____
Steve Franks, Director
OC Community Resources

Date _____

Date _____

GENERAL CONDITIONS (AMG 1.2-26.2 S)

1. TIME (AMG 1.2 S)

Time is of the essence of this Lease. Failure to comply with any time requirement of this Lease shall constitute a material breach of this Lease.

2. SIGNS (AMG 2.2 S)

TENANT agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon the Premises except as approved by the Director. Unapproved signs, banners, flags, etc. may be removed by the Director without prior notice to TENANT.

3. PERMITS AND LICENSES (AMG 3.2 S)

TENANT shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the operation of the Premises as set out herein. No permit, approval, or consent given hereunder by COUNTY, in its governmental capacity, shall affect or limit TENANT's obligations hereunder, nor shall any approvals or consents given by COUNTY, as a party to this Lease, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

4. LEASE ORGANIZATION (AMG 5.2 S)

The various headings and numbers herein, the grouping of provisions of this Lease into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

5. AMENDMENTS (AMG 6.2 S)

This Lease is the sole and only agreement between the parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this Lease shall be in writing and shall be properly executed by both parties.

6. UNLAWFUL USE (AMG 7.2 S)

TENANT agrees no improvements shall be erected, placed upon, operated, nor maintained within the Premises, nor any business conducted or carried on therein or therefrom, in violation of the terms of this Lease, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

7. NONDISCRIMINATION (AMG 8.2 S)

TENANT agrees not to discriminate against any person or class of persons by reason of sex, age, race, color, creed, physical handicap, or national origin in employment practices and in the activities conducted pursuant to this Lease. TENANT shall make its accommodations and services available to the public on fair and reasonable terms.

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8. INSPECTION (AMG 9.2 S)

COUNTY or its authorized representative shall have the right at all reasonable times to inspect the Premises to determine if the provisions of this Lease are being complied with.

9. GOVERNING LAW AND VENUE (9.16 S)

This agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

10. HOLD HARMLESS (AMG 10.2 S)

TENANT hereby waives all claims and recourse against COUNTY including the right of contribution for loss or damage of persons or property arising from, growing out of or in any way connected with or related to this Lease, except claims arising from the concurrent active or sole negligence, or willful misconduct of COUNTY, its officers, agents, and employees.

TENANT hereby agrees to indemnify, hold harmless, protect and defend COUNTY, its officers, agents, and employees, with counsel approved by COUNTY, against any and all claims, loss, demands, damages, cost, expenses or liability out of the operation or maintenance of the property described herein, and/or TENANT's exercise of the rights under this Lease, except for liability arising out of the concurrent active or sole negligence of COUNTY, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event COUNTY is named as co-defendant, TENANT shall notify COUNTY of such fact and shall represent COUNTY, with counsel approved by COUNTY, in such legal action unless COUNTY undertakes to represent itself as co-defendant in such legal action, in which event TENANT shall pay to COUNTY its litigation costs, expenses and attorney's fees. In the event judgment is entered against COUNTY and TENANT because of the concurrent active negligence of COUNTY and TENANT, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

11. TAXES AND ASSESSMENTS (AMG 11.2 S)

This Lease may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Premises or upon TENANT's fixtures, equipment, or other property installed or constructed thereon, shall be the full responsibility of TENANT, and TENANT shall cause said taxes and assessments to be paid promptly.

12. SUCCESSORS IN INTEREST (AMG 12.2 S)

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of whom shall be jointly and severally liable hereunder.

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13. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (AMG 13.2 S)

If COUNTY or TENANT shall be delayed or prevented from the performance of any act required hereunder by reason of Acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this clause shall excuse TENANT from the prompt payment of any rental or other charge required of TENANT except as may be expressly provided elsewhere in this Lease.

14. PARTIAL INVALIDITY (AMG 14.2 S)

If any term, covenant, condition, or provision of this Lease 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.

15. WAIVER OF RIGHTS (AMG 15.2 S)

The failure of COUNTY or TENANT to insist upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any right or remedy that COUNTY or TENANT 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 Lease thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the Lease. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.

16. DEFAULT IN TERMS OF THE LEASE BY TENANT (AMG 16.2 S)

- A. The occurrence of any one or more of the following events shall constitute a default hereunder by TENANT:
- 1) The legal abandonment or vacating of the Premises by TENANT;
 - 2) The failure by TENANT to make any payment of rent or any other sum payable hereunder by TENANT, as and when due, where such failure shall continue for a period of six (6) calendar days after written notice thereof from COUNTY to TENANT;
 - 3) The failure or inability by TENANT to observe or perform any of the provisions of this Lease to be observed or performed by TENANT, other than specified in (1) or (2) above, where such failure shall continue for a period of ten (10) calendar days after written notice thereof from COUNTY to TENANT; provided, however, that if the nature of such failure is such that it can be cured by TENANT, but that more than ten (10) calendar days are reasonably required for its cure (for any reason other than financial inability), then TENANT shall not be deemed to be in default if TENANT shall commence such cure within said ten (10) calendar days, and thereafter diligently prosecutes such cure to completion.
 - 4) The making by TENANT of any general assignment for the benefit of creditors; (b) the appointment of a trustee or receiver to take possession of substantially all of TENANT's assets located at the Premises or of TENANT's interest in this Lease, where such seizure is not discharged within thirty (30) days; or (c) TENANT's convening of a meeting of its creditors, or any class thereof, for the purpose of effecting a moratorium upon or composition of its debts. In the event of any such default, neither this Lease nor any interests of TENANT in and to the Premises shall become an asset in any of such proceedings. In any such event, and in addition to any and all rights or remedies of COUNTY provided hereunder or by

law, it shall be lawful for COUNTY to declare the term hereof ended, re-enter the Premises, take possession thereof and remove all persons therefrom, and TENANT and its creditors (other than COUNTY) shall have no further claim thereon or hereunder.

- B. In the event of any default beyond the applicable notice and cure period, if any, by TENANT, 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 Lease and all rights of TENANT hereunder by giving written notice of such termination to TENANT. In the event that COUNTY shall so elect to terminate this Lease, then COUNTY may recover from TENANT any amount which COUNTY may by law hereafter be permitted to recover from TENANT; or
 - (2) Continue this Lease in effect without terminating TENANT's right to possession, even though TENANT has breached this Lease and abandoned the Premises, and enforce all of COUNTY's rights and remedies under this Lease, at law or in equity, including the right to recover the rent as it becomes due under this Lease; provided, however, that COUNTY may at any time thereafter elect to terminate this Lease for such previous breach by notifying TENANT in writing that TENANT's right to possession of the Premises has been terminated.
- C. Nothing in this Section shall be deemed to affect TENANT's indemnity of COUNTY's liability or liabilities based upon occurrences prior to the termination of this Lease for personal injuries or property damage under the indemnification clause or clauses contained in this Lease.
- D. No delay or omission of either party hereto to exercise any right or remedy shall be construed as a waiver of such right or remedy or any default by the other party hereunder. The acceptance by COUNTY of rent or any other sums hereunder shall not be a waiver of any preceding breach or default by TENANT of any provision thereof, other than the failure of TENANT to pay the particular rent or sum accepted, regardless of COUNTY's knowledge of such preceding breach or default at the time of acceptance of such rent or sum, nor a waiver of COUNTY's right to exercise any remedy available to COUNTY by virtue of such breach or default. No act or thing done by COUNTY or COUNTY's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises and no agreement to accept a surrender shall be valid unless in writing and signed by COUNTY.
- E. All covenants and agreements to be performed by TENANT under any of the terms of this Lease shall be performed by TENANT at TENANT's sole cost and expenses and without any abatement of rent. If TENANT shall fail to pay any sum of money, other than rent required to be paid by it hereunder, or shall fail to perform any other act on its part to be performed hereunder, then in addition to any other remedies provided herein, COUNTY may, but shall not be obligated to do so, and without waiving or releasing TENANT from any obligations of TENANT, make any such payment or perform any such act on TENANT's part to be made or performed as provided in this Lease. Any payment or performance of any act by COUNTY on TENANT's behalf shall not give rise to any responsibility of COUNTY to continue making the same or similar payments or performing the same or similar acts. All costs, expenses, and other sums incurred or paid by COUNTY in connection therewith, shall be deemed to be additional rent hereunder and shall be paid by TENANT with and at the same time as the next monthly installment of rent hereunder, and any default therein shall constitute a breach of the covenants and conditions of this Lease.

17. RESERVATIONS TO COUNTY (AMG 18.2 S)

Except as otherwise provided by this Lease, the Premises, improvements, fixtures, and/or equipment within the Premises are accepted as is and where is by TENANT subject to any and all existing easements and Encumbrances. COUNTY reserves the right to, acting reasonably and so as not to unreasonably interfere with TENANT's use of the Premises, install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, and along the Premises or any part thereof, and to enter the Premises for any and all such purposes with notice to TENANT. COUNTY also reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, and along any and all portions of the Premises. No right reserved by COUNTY in this clause shall be so exercised as to interfere unreasonably with TENANT's operations hereunder or to impair the security of any secured creditor of TENANT.

COUNTY agrees that rights granted to third parties by reason of this clause shall contain provisions that the Premises shall be restored as nearly as practicable to its original condition upon the completion of any construction. COUNTY further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the Premises by TENANT, the rental shall be reduced in proportion to the interference with TENANT's use of the Premises.

18. HOLDING OVER (AMG 19.2 S)

In the event TENANT shall continue in possession of the Premises after the term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.

19. CONDITION OF PREMISES UPON TERMINATION (AMG 20.2 S)

Except as otherwise agreed to herein, upon termination of this Lease, TENANT shall re-deliver possession of said Premises to COUNTY in substantially the same condition that existed immediately prior to TENANT's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war, excepted. References to the "Termination of the Lease" in this Lease shall include termination by reason of the expiration of the Lease term.

20. DISPOSITION OF ABANDONED PERSONAL PROPERTY (AMG 21.2 S)

If TENANT abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Premises fifteen (15) calendar days after such event shall, at COUNTY's option, be deemed to have been transferred to COUNTY. COUNTY shall have the right to remove and to dispose of such property without liability therefor to TENANT or to any person claiming under TENANT, and shall have no need to account therefor.

21. QUITCLAIM OF TENANT'S INTEREST UPON TERMINATION (AMG 22.2 S)

Upon termination of this Lease for any reason including, but not limited to, termination because of default by TENANT, TENANT shall execute, acknowledge, and deliver to COUNTY, within thirty (30) calendar days after receipt of written demand therefor, a good and sufficient deed whereby all right, title, and interest of TENANT in the Premises is quitclaimed to COUNTY. Should TENANT fail or refuse to deliver the required deed to COUNTY, COUNTY may prepare and record a notice reciting the failure of TENANT to execute, acknowledge,

and deliver such deed and said notice shall be conclusive evidence of the termination of this Lease and of all rights of TENANT or those claiming under TENANT in and to the Premises.

22. COUNTY'S RIGHT TO RE-ENTER (AMG 23.2 S)

TENANT agrees to yield and peaceably deliver possession of the Premises to COUNTY on the date of termination of this Lease, whatsoever the reason for such termination.

Upon giving written notice of termination to TENANT, COUNTY shall have the right to re-enter and take possession of the Premises on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination of the Lease and re-entry of the Premises by COUNTY shall in no way alter or diminish any obligation of TENANT under the lease terms and shall not constitute an acceptance or surrender.

TENANT waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Premises for any lawful reason or in the event COUNTY re-enters and takes possession of the Premises in a lawful manner.

23. PUBLIC RECORDS (AMG 25.2 S)

Any and all written information submitted to and/or obtained by COUNTY from TENANT or any other person or entity having to do with or related to this Lease and/or the Premises, either pursuant to this Lease or otherwise, at the option of COUNTY, may be treated as a public record open to inspection by the public pursuant to the California Public Records Act (Government Code, section 6250, et. seq.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and TENANT hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under TENANT, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold COUNTY harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by TENANT or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

24. RELATIONSHIP OF PARTIES (AMG 26.2 S)

The relationship of the parties hereto is that of COUNTY and TENANT, and it is expressly understood and agreed that COUNTY does not in any way or for any purpose become a partner of TENANT in the conduct of TENANT's business or otherwise, or a joint venturer with TENANT, and the provisions of this Lease and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

25. CHILD SUPPORT ENFORCEMENT (AMG26.1 S)

At all times during the term of this Lease, TENANT shall comply with all County, State and Federal reporting requirements for child support enforcement and comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.

In order for TENANT to comply with County of Orange requirements, TENANT shall deliver to Manager of Corporate Real Estate the required data and certifications, as shown in "Exhibit D" attached hereto concurrent with the execution of this Lease by COUNTY.

Failure of TENANT to comply with all County, State, and Federal reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Lease. Failure to cure such breach upon notice from COUNTY shall constitute grounds for termination of this Lease.

26. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (S)

Pursuant to California Civil Code 1938, the TENANT hereby acknowledges that the Premises has not undergone inspection by a Certified Access Specialist.

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EXHIBIT A

PREMISES DESCRIPTION

PROJECT NO: OCCR-HRC-KRAEMER-2016
PROJECT: Year Round Emergency Shelter/Multi-Service Center

WRITTEN BY: Heather Condon
DATE: March 22, 2016

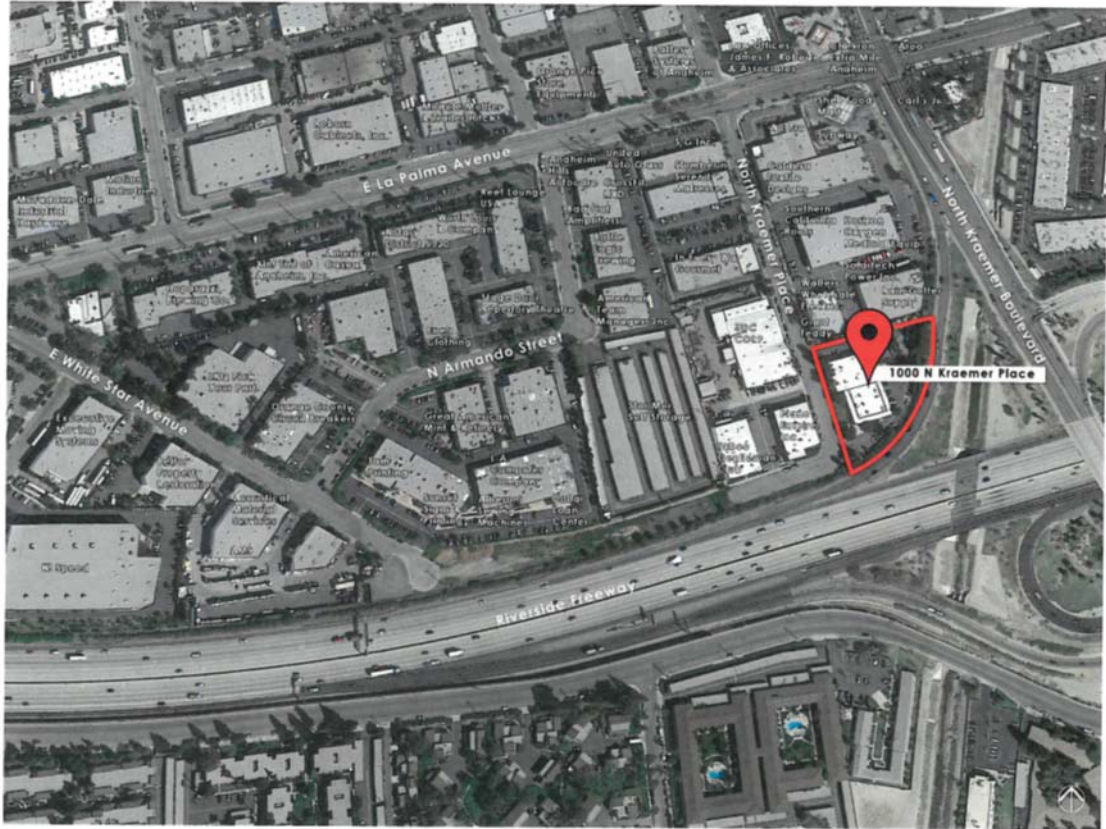
All the Premises shown on a plot plan marked Exhibit "B," attached hereto and made a part hereof, being that certain building located at 1000 N. Kraemer Place in Anaheim, comprising approximately twenty thousand one hundred and sixty (20,160) rentable square feet of space, located on Assessor's Parcel Number 344-422-09, which parcel is approximately twenty-four thousand three hundred and eighty four (24,384) square feet.

NOT TO BE RECORDED


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1000 North Kraemer Place, Anaheim



1000 North Kraemer Place, Anaheim

Year Round Emergency/Multi-Service Center 1000 N. Kraemer Place Anaheim, CA 92806	Prepared By:		 PLOT PLAN
		Heather Condon	
	Checked By:	John Beck	
	Date:	3/22/2016	

**EXHIBIT C
COUNTY OF ORANGE
CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

A. In the case of a TENANT doing business as an individual, his/her name, date of birth, the last four digits of the Social Security number, and residence address:

Name: _____
Date of Birth: _____
Last Four Digits of Social Security No: _____
Residence Address: _____

B. In the case of a TENANT doing business in a form other than as an individual, the name, date of birth, the last four digits of the Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the leased Premises:

Name: _____
Date of Birth: _____
Last Four Digits of Social Security No: _____
Residence Address: _____

Name: _____
Date of Birth: _____
Last Four Digits of Social Security No: _____
Residence Address: _____

Name: _____
Date of Birth: _____
Last Four Digits of Social Security No: _____
Residence Address: _____

(Attach additional sheets if necessary)

I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Lease agreement with the County of Orange dated _____.
I understand that failure to comply shall constitute a material breach of the Lease and that failure to cure such breach within sixty (60) calendar days of notice from the County of Orange shall constitute grounds for termination of the Lease agreement without cost to the County.

Authorized Signature Print Name Title Date

MODEL CONTRACT # _____

BETWEEN

COUNTY OF ORANGE

AND

“SUBRECIPIENT-CONTRACTOR”

FOR

PUBLIC SERVICES

**FOR PROVISION OF THE YEAR ROUND EMERGENCY SHELTER/
MULTI-SERVICE CENTER PROGRAM**

**CDBG – CFDA NUMBER 14.218
ESG – CFDA NUMBER 14.231**



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Exhibit E - County of Orange Child Support Enforcement Certification
Exhibit F – Federal Emergency Solutions Grant (ESG) Regulations
Exhibit G – Community Development Block Grant (CDBG) Regulations

This Agreement, _____ hereinafter referred to as "CONTRACT" is made between the County of Orange, a political subdivision of the State of California and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY," and _____, a _____, in the State of California with a place of business at _____, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

This Agreement, hereinafter referred to as CONTRACT, is entered into on _____.

RECITALS

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

WHEREAS, COUNTY has applied for and anticipates receiving funds from the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383, as amended) for the purpose of funding programs meeting one of the HUD national objectives; and

WHEREAS, a Grant Agreement between HUD and the County of Orange has been entered; and

WHEREAS, COUNTY adopted its FY 2016-17 Annual Action Plan, (hereinafter referred to as "Annual Action Plan"), including any substantial amendments, which sets forth the PROGRAM described herein; and

WHEREAS, HUD, in accordance with 24 CFR Part 570 Subpart O, 570.902, will annually review the performance of COUNTY to determine whether COUNTY has carried out its Community Development Block Grant (CDBG) assisted activities in a timely manner and has significantly disbursed CDBG funds and met the mandated "1.5 ratio" threshold; and

WHEREAS, COUNTY approved an allocation of \$_____.00 (_____ Dollars and 00 Cents) in program funding to SUBRECIPIENT for the Fiscal Year 2016-17; and

WHEREAS, HUD has accepted and certified the aforementioned ANNUAL ACTION PLAN;

WHEREAS, COUNTY engages SUBRECIPIENT to assist COUNTY in utilizing aforesaid funds;

WHEREAS, SUBRECIPIENT acknowledges that its DUNS Number is _____; and

NOW, THEREFORE, the PARTIES mutually agree as follows:

DEFINITIONS

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

1. HUD: United States Department of Housing and Urban Development.

2. OC COMMUNITY RESOURCES (OCCR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.
3. DIRECTOR: DIRECTOR of OC Community Resources, or designee.
4. PROGRAM INCOME: The gross income received by SUBRECIPIENT directly generated from the use of the subject program funds.
5. GRANTEE PERFORMANCE REPORT (GPR) INFORMATION FORM: A PROGRAM activity data document provided by COUNTY to SUBRECIPIENT used to monitor and track the performance of SUBRECIPIENT.
6. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY: A COUNTY document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)
7. PROJECT: Any site or sites, including buildings, and/or activities assisted with federal program funds.
8. OMB: Federal Office of Management and Budget.
9. CAPER: Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing-related activities.
10. CDBG: 24 CFR Part 570 - Community Development Block Grant – the CDBG regulations set forth eligible activities and the national objectives that each activity must meet. The Catalog of Federal Domestic Assistance (CFDA) # 14.218 distributes formula grants (CDBG) to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
11. CONTINUUM OF CARE: An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.
12. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)
13. EQUIPMENT: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
14. SUBSTANTIAL AMENDMENT: The following criteria will be used by the COUNTY – if any one criteria applies, a substantial amendment will be required:
 - 14.1 A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;
 - 14.2 When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries

- differ significantly from the original activity's purpose, scope, or beneficiaries; and/or
- 14.3 An increase in the amount of Federal Community Planning Development and/or local funds allocated to an existing activity when the following apply:
- 14.3.1 An increase in funding for a public service activity in an amount greater than a 50% increase over the current funded amount; or
- 14.3.2 An increase in the funding for public facility improvements/housing rehabilitation in an amount greater than a 50% increase over the current funded amount.
15. PROGRAM ADMINISTRATION: An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.

ARTICLES

Additional Terms and Conditions:

1. **Scope of Services:** This CONTRACT specifies the Contractual terms and conditions by which the COUNTY will procure services from SUBRECIPIENT as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A".
2. **Term of CONTRACT:** This CONTRACT shall be effective from [REDACTED] through June 30, 2017, unless otherwise terminated by the COUNTY. The term of this CONTRACT may be extended upon mutual agreement of the parties in writing.
 - 2.1 Eligible costs related to services provided by SUBRECIPIENT must be incurred during the period beginning [REDACTED]. The Project shall be completed and all funds provided through this CONTRACT shall be expended on eligible Project activities through and including June 30, 2017.
 - 2.2 This CONTRACT may be renewed on the same terms, conditions, and scope of services on a yearly basis upon mutual written agreement by the COUNTY and SUBRECIPIENT.
3. **Contingency of Funds:** SUBRECIPIENT acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by Federal, State of California or local Government funds to COUNTY. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.
 - 3.1 If funding levels are significantly affected by Federal budget and funds are not allocated and available for the continuance of the function performed by SUBRECIPIENT, the CONTRACT may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify SUBRECIPIENT at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the COUNTY in the event this provision is exercised and the COUNTY shall not be obligated nor liable for any damages as a result of termination under this provision of this CONTRACT, and nothing herein shall be construed as obligating the COUNTY to

expend or as involving the COUNTY in any CONTRACT or other obligation for future payment of money in excess of appropriations authorized by law.

4. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated without penalty to the COUNTY.
5. **Adjustments – Scope of Services:** No adjustments made to the scope of services will be authorized without prior written approval of the COUNTY assigned Purchasing Agent.
6. **Changes/Extra Work:** The SUBRECIPIENT shall make no changes to this CONTRACT without the COUNTY's written consent. In the event that there are new or unforeseen requirements, the COUNTY with the SUBRECIPIENT's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the SUBRECIPIENT's ability to deliver services, or the program schedule, the SUBRECIPIENT shall give the COUNTY written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the SUBRECIPIENT was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment; said Amendment shall be issued by the COUNTY-assigned Purchasing Agent, shall require the mutual consent of all Parties, and may prohibit the SUBRECIPIENT from proceeding with the work as set forth in this CONTRACT.

7. **Breach of CONTRACT:** The failure of the SUBRECIPIENT to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

Terminate the CONTRACT immediately, pursuant to paragraph K and paragraphs 30 through 32 herein;

Afford the SUBRECIPIENT written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;

Discontinue payment to the SUBRECIPIENT for and during the period in which the SUBRECIPIENT is in breach; and

Offset against any monies billed by the SUBRECIPIENT but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

8. **Conditions Affecting Work:** The SUBRECIPIENT shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the SUBRECIPIENT to do so will not relieve SUBRECIPIENT from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.
9. **Conflict of Interest – SUBRECIPIENT's Personnel:** The SUBRECIPIENT shall exercise reasonable care and diligence to prevent any actions or conditions that could

result in a conflict with the best interests of the COUNTY. This obligation shall apply to the SUBRECIPIENT; the SUBRECIPIENT's employees, agents, and relatives; sub-tier SUBRECIPIENTS; and third Parties associated with accomplishing work and services hereunder. The SUBRECIPIENT's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

SUBRECIPIENT agrees to abide by the provisions of OMB Circulars 102 and 110, as applicable, 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this CONTRACT.

SUBRECIPIENT further covenants that in the performance of this CONTRACT no person having such a financial interest shall be employed or retained by SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of COUNTY or SUBRECIPIENT, or any designated public agencies which are receiving funds under the CDBG Entitlement Program.

10. **Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The SUBRECIPIENT shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
11. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a CONTRACT for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
12. **Contingent Fees:** The SUBRECIPIENT warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the SUBRECIPIENT or bona fide established commercial or selling agencies maintained by the SUBRECIPIENT for the purpose of securing business.

For breach or violation of this warranty, the COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the SUBRECIPIENT.
13. **Bankruptcy/Insolvency:** If the SUBRECIPIENT should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the SUBRECIPIENT's insolvency, the COUNTY may terminate this CONTRACT.

14. SUBRECIPIENT's Project Manager and Key Personnel:

SUBRECIPIENT shall appoint a Project Manager to direct the SUBRECIPIENT's efforts in fulfilling SUBRECIPIENT's obligations under this CONTRACT. The name of the Project Manager shall be provided to the COUNTY. If there be a Project Management change the SUBRECIPIENT will notify the COUNTY in writing prior to the change being made.

15. Data – Title To: All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the SUBRECIPIENT in the performance of this CONTRACT will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the SUBRECIPIENT after completion or termination of this CONTRACT without the express written consent of the COUNTY. All materials, documents, data or information, including copies, must be returned to the COUNTY at the end of this CONTRACT.**16. County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the selected SUBRECIPIENT agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- 16.1 In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;
- 16.2 In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- 16.3 A certification that the SUBRECIPIENT has fully complied with all applicable federal and State reporting requirements regarding its employees; and
- 16.4 A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the SUBRECIPIENT to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another SUBRECIPIENT. In the event a CONTRACT has been issued, failure of the SUBRECIPIENT to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

17. EDD Independent SUBRECIPIENT Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into a contract for \$600 or more within a single calendar year attached hereto as Exhibit A and incorporated herein by this reference. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a

contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent SUBRECIPIENTS. An independent SUBRECIPIENT is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm

- 18. Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the COUNTY, state or federal government, this CONTRACT may be subjected to unusual usage. The SUBRECIPIENT shall service the COUNTY during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the SUBRECIPIENT shall apply to serving the COUNTY’s needs regardless of the circumstances. If the SUBRECIPIENT is unable to supply the goods/services under the terms of the CONTRACT, then the SUBRECIPIENT shall provide proof of such disruption and a copy of the invoice for the goods/services from the SUBRECIPIENT’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the SUBRECIPIENT shall show both the emergency purchase order number and the CONTRACT number.
- 19. SUBRECIPIENT’s Responsibilities:** The SUBRECIPIENT shall:
- 19.1 Operate and manage the Project and provide Services/Activities as set forth herein. In this regard the SUBRECIPIENT will assess current services being provided, assess what Services/Activities are needed, or have been requested, and structure the Services/Activities accordingly.
- 20. Business License:** At its own expense, SUBRECIPIENT shall qualify to do business and obtain and maintain such licenses as may be required for the performance by SUBRECIPIENT of its services under this CONTRACT.
- 21. Substantial Amendments:**
- 21.1 If any amendment results in a change in the funding amount, that does not trigger a SUBSTANTIAL AMENDMENT, as defined, SUBRECIPIENT SCOPE OF SERVICES, threshold and milestone dates or schedule of activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment executed by Director and SUBRECIPIENT.
- 21.2 In an effort to efficiently utilize CDBG funds within timeframes required by HUD, the COUNTY will consider the reprogramming of unspent CDBG balances from completed and cancelled CDBG-funded activities to other eligible activities as a “Non-Substantial Amendment”. In the event that any of these “administrative” reprogramming actions fall under the “Substantial Amendment” criteria, the proposed actions to the Citizen Participating process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.

22. Payment Requirements:

- 22.1 CONTRACT Amount: It is expressly agreed and understood that the total amount to be paid by COUNTY under this CONTRACT shall not exceed the total COUNTY funding as set forth in Attachment B., - Compensation to SUBRECIPIENT attached hereto and incorporated herein by reference.
- 22.2 COUNTY will reclaim any unused balance of funds for reallocation to other COUNTY approved projects.
- 22.3 Payment of Project Activities:
- 22.3.1 Payment of Project Activities: COUNTY will reimburse SUBRECIPIENT for eligible project-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on [REDACTED], and must provide adequate documentation as required by COUNTY in accordance with the *OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY*, as set forth in Exhibit B., attached hereto and incorporated herein by reference. In addition, SUBRECIPIENT will provide a progress performance report (“GPR INFORMATION FORM”) for the time period covered, as prescribed by COUNTY. Failure to provide any of the required documentation and reporting will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation and reporting has been received and approved by COUNTY.
- 22.3.2 If SUBRECIPIENT has no request for reimbursement during any quarter during the term of this CONTRACT, a GPR Information Form, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.
- 22.3.3 The following “Required Expenditure Threshold” criteria have been established to guide the SUBRECIPIENT in structuring and scheduling their expenditure of funds received through this CONTRACT, through term of CONTRACT. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.
- | <u>Milestone Date</u> | <u>Minimum Required Expenditure Threshold</u> |
|--------------------------|---|
| January 15 th | 50% of Contracted Amount Expended |
| March 15 th | 70% of Contracted Amount Expended |
| April 15 th | 80% of Contracted Amount Expended |
- 22.3.4 SUBRECIPIENT will have forty-five (45) days following the expiration of the CONTRACT to submit outstanding invoices for reimbursement of eligible costs incurred during the CONTRACT period. After the forty-five (45) day period for submitting invoices has expired, COUNTY shall reallocate the remaining balance under this CONTRACT for other program purposes and SUBRECIPIENT shall be ineligible for any further reimbursement.
- 22.4 Funds shall not be disbursed for any costs incurred prior to the certification by COUNTY and HUD of Certificate(s) of Insurance and environmental compliance as further defined in paragraph P and paragraph 34 of this CONTRACT. Additionally, no funds shall be disbursed prior to submittal of certified payroll documentation to COUNTY with each invoice package/request for payment, as

further defined in Paragraph 33.

23. Program Income

- 23.1 SUBRECIPIENT shall comply with regulations set forth in 24 CFR 570.504, as well as all applicable State or COUNTY regulations concerning the reporting and payment procedures for program income.
- 23.2 All Program Income accrued shall be returned to COUNTY on a quarterly basis prior to SUBRECIPIENT receiving any reimbursement from grant funds provided under this CONTRACT.
- 23.3 SUBRECIPIENT shall provide information of the receipt of Program Income by SUBRECIPIENT related to Program on all GPR INFORMATION FORMS submitted with requests for reimbursement.
- 23.4 SUBRECIPIENT shall complete and submit a Year-End Program Income letter, indicating amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the CONTRACT fiscal year.

24. Performance:

- 24.1 SUBRECIPIENT shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. SUBRECIPIENT also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this CONTRACT.
- 24.2 SUBRECIPIENT shall comply with all applicable HUD regulations, as described in paragraph 35 General Administration of this CONTRACT, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population-served analysis (i.e., extremely-low income persons, very-low income persons, and low-income persons as defined by HUD). Such information shall be available for periodic monitoring by representatives of COUNTY or HUD and shall be submitted by SUBRECIPIENT in report form to COUNTY by dates specified by COUNTY.
- 24.3 The following "Performance Threshold" criteria shall be used to assess the level of performance of the SUBRECIPIENT, including Attachment A. - Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the performance threshold criteria, the SUBRECIPIENT must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that SUBRECIPIENT has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the DIRECTOR.

<u>Milestone Date</u>	<u>Minimum Required Expenditure Threshold</u>
January 15 th	50% of Contracted Amount Expended 50% of Proposed Accomplishments Met
March 15 th	70% of Contracted Amount Expended 70% of Proposed Accomplishments Met
April 15 th	80% of Contracted Amount Expended 80% of Proposed Accomplishments Met

Failure to achieve at least the aforementioned 50% drawdown, without written exception approved by the DIRECTOR, may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will negatively affect future funding to SUBRECIPIENT. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the DIRECTOR, may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will impact future funding to SUBRECIPIENT.

- 24.4 SUBRECIPIENT shall complete and submit a Year End GPR INFORMATION FORM by July 15, after the close of the CONTRACT fiscal year.
- 24.5 Should the activity being funded through this CONTRACT be completed, cancelled or terminated prior to the termination date set forth herein in paragraph 2. Additional Terms and Conditions, SUBRECIPIENT shall complete and submit a Mid-Year GPR INFORMATION FORM at the time of the completion, cancellation or termination. Said GPR INFORMATION FORM shall consist of a cumulative reporting of project-related expenditures and accomplishments relative to the *SCOPE OF SERVICES*, as set forth in Attachment A., attached hereto and incorporated herein by reference. If activity funded through this CONTRACT is completed, or if funds allocated through this CONTRACT are fully expended, prior to end of CONTRACT term, SUBRECIPIENT must continue to serve its clients for the entire term of this CONTRACT.
- 24.6 SUBRECIPIENT shall complete and submit a GPR INFORMATION FORM in support of all requests for reimbursement. Said GPR INFORMATION FORM shall consist of a cumulative report of project related accomplishments as set forth in Attachment A., *SCOPE OF SERVICES*, attached hereto and incorporated herein by reference, for the subject quarter. If at any time during the term of this CONTRACT SUBRECIPIENT has no activity occur during any quarter, SUBRECIPIENT shall prepare and submit to COUNTY a Quarterly GPR INFORMATION FORM, regardless of actual activity.
- 24.7 SUBRECIPIENT acknowledges that the GPR INFORMATION FORM is a monitoring tool that will be reviewed and evaluated to determine SUBRECIPIENT's level of performance relative to this CONTRACT.
- 24.8 SUBRECIPIENT shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by COUNTY.

25. Performance Monitoring:

- 25.1 Performance Monitoring of SUBRECIPIENT by COUNTY and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by COUNTY or HUD representatives.
- 25.2 COUNTY shall periodically evaluate SUBRECIPIENT's progress in complying with the terms of this CONTRACT. SUBRECIPIENT shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to SUBRECIPIENT.
- 25.3 COUNTY shall monitor the performance of SUBRECIPIENT against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by COUNTY, will constitute non-compliance with this CONTRACT for which COUNTY may immediately terminate the CONTRACT. If action to correct such substandard performance is not taken by SUBRECIPIENT within the time period specified by COUNTY, payment(s) will be

denied in accordance with the provisions contained in paragraph 41 of this CONTRACT.

26. Disputes – CONTRACT:

26.1 The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the SUBRECIPIENT's Project Manager and the COUNTY's Project Manager, such matter shall be brought to the attention of the Purchasing Agent by way of the following process:

26.1.1 The SUBRECIPIENT shall submit to the agency/department assigned COUNTY Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.

26.1.2 The SUBRECIPIENT's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the SUBRECIPIENT shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the CONTRACT adjustment for which the SUBRECIPIENT believes the COUNTY is liable.

26.2 Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the SUBRECIPIENT agrees to diligently proceed with the provision of services under this CONTRACT. The SUBRECIPIENT's failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the COUNTY Purchasing Agent or his designee. If the COUNTY fails to render a decision within ninety (90) days after receipt of the SUBRECIPIENT's demand, it shall be deemed a final decision adverse to the SUBRECIPIENT's contentions. Nothing in this section shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause as stated in paragraph K herein.

27. Gratuities: The SUBRECIPIENT warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the SUBRECIPIENT or any agent or representative of the SUBRECIPIENT to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the SUBRECIPIENT agreed to supply shall be borne and paid for by the SUBRECIPIENT. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.

28. Termination – Convenience of the COUNTY: The COUNTY may terminate performance of work under this CONTRACT for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the COUNTY's interest. The agency/department assigned buyer shall terminate the CONTRACT by delivering to the SUBRECIPIENT a written notice of termination

specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the CONTRACT, the CONTRACT shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the CONTRACT shall not be void.

After receipt of a notice of termination and, except as directed by the assigned buyer, the SUBRECIPIENT shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The SUBRECIPIENT shall:

- 28.1 Stop work as specified in the notice of termination;
- 28.2 Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the CONTRACT;
- 28.3 Terminate all orders and subcontracts to the extent they relate to the work terminated;
- 28.4 Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;
- 28.5 Complete performance of the work not terminated; and
- 28.6 Take any action that may be necessary or as the COUNTY may direct for the protection and preservation of the property related to this CONTRACT that is in the possession of the SUBRECIPIENT and in which the COUNTY has or may acquire an interest and to mitigate any potential damages or requests for CONTRACT adjustment or termination settlement to the maximum practical extent.

At the completion of the SUBRECIPIENT's termination efforts, the SUBRECIPIENT may submit to the assigned buyer a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the SUBRECIPIENT shall submit a final termination settlement proposal to the user agency/department in a format acceptable to the COUNTY. The SUBRECIPIENT shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the COUNTY upon written request of the SUBRECIPIENT within the ninety-day (90-day) period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension. The SUBRECIPIENT and the COUNTY may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total CONTRACT price as reduced by (a) the amount of payment previously made and (b) the CONTRACT price of work not terminated. The CONTRACT shall be amended and the SUBRECIPIENT paid the agreed amount.

If the SUBRECIPIENT and the COUNTY fail to agree on the whole amount to be paid because of the termination of work, the COUNTY shall pay the SUBRECIPIENT the amounts determined by the COUNTY as follows, but without duplication of any amounts agreed on as set forth above.

- 28.7 The CONTRACT price for completed supplies or services accepted by the COUNTY (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and
- 28.8 Except for normal spoiling and except to the extent that the COUNTY expressly assumes the risk of loss, the COUNTY shall exclude from the amounts payable to the SUBRECIPIENT the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.
The SUBRECIPIENT shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated CONTRACT or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.
The SUBRECIPIENT shall have the right to appeal, under the COUNTY's protest procedure, any determination made by the COUNTY, except that if the SUBRECIPIENT failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal. In arriving at the amount due the SUBRECIPIENT under this clause, there shall be deducted:
- 28.9 All payment to the SUBRECIPIENT under the terminated portion of this CONTRACT;
- 28.10 Any claim which the COUNTY has against the SUBRECIPIENT under this or any other CONTRACT; and
- 28.11 The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the SUBRECIPIENT or sold under the provisions of this clause and not recovered by or credited to the COUNTY.
If the termination is partial, the SUBRECIPIENT may file a proposal with the agency/department for an equitable adjustment of the price(s) of the continued portion of the CONTRACT. The agency/department shall make any equitable adjustment agreed upon. Any proposal by the SUBRECIPIENT for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by agency/department.
The COUNTY may:
- 28.12 Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the SUBRECIPIENT for their terminated portion of the CONTRACT, if the COUNTY believes that the total of these payments will not exceed the amount to which the contractor will be entitled; and
- 28.13 If the total payments exceed the amount finally determined to be due, the SUBRECIPIENT shall repay the excess to the COUNTY upon demand.
In determining the amount payable to the SUBRECIPIENT and notwithstanding any other provision, if it appears that the SUBRECIPIENT would have sustained a loss on the entire CONTRACT had it been completed, the COUNTY shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.
Unless otherwise provided in this CONTRACT or by statute, the SUBRECIPIENT shall maintain all records and documents relating to the terminated portion of this CONTRACT for five (5) years after final settlement. This includes all books and other evidence bearing on the SUBRECIPIENT's costs and expenses under this CONTRACT. The SUBRECIPIENT shall make these records and documents available to the COUNTY, at the SUBRECIPIENT's office, at all reasonable times, without any direct charge. If approved by the COUNTY, photographs,

microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

29. Termination – Orderly: After receipt of a termination notice from the County of Orange, the SUBRECIPIENT shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the SUBRECIPIENT. Upon termination COUNTY agrees to pay the SUBRECIPIENT for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each Party will assist the other Party in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

30. This paragraph was intentionally left blank.

31. Federal Administrative Requirements:

31.1 Financial Management:

31.1.1 Accounting Standards: SUBRECIPIENT agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

31.1.2 Cost Principles: SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," or A-87, "Cost Principles for State and Local Governments" (and if SUBRECIPIENT is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,") as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

31.2 Civil Rights

Compliance

31.2.1 SUBRECIPIENT agrees to comply with California Civil Rights Act Ordinances and Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

31.2.2 Rehabilitation Act

SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this CONTRACT.

31.2.3 **Nondiscrimination in Employment and Contracting**

SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including 24 CFR Part 8, 24 CFR 570.602 and Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11063. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) are still applicable.

31.3 **Drug-Free Workplace:**

The SUBRECIPIENT hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit C., attached hereto and incorporated herein by reference. The SUBRECIPIENT will:

31.3.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

31.3.2 Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

31.3.2.1 The dangers of drug abuse in the workplace;

31.3.2.2 The SUBRECIPIENT's policy of maintaining a drug free workplace;

31.3.2.3 Any available counseling, rehabilitation, and employee assistance programs; and

31.3.2.4 Penalties that may be imposed upon employees for drug abuse violations.

31.3.3 Provide as required by Government Code Section 8355(c) that every employee who works under this CONTRACT:

31.3.3.1 Will receive a copy of the company's drug-free policy statement; and

31.3.3.2 Will agree to abide by the terms of the company's statement as a condition of employment under this CONTRACT.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the SUBRECIPIENT may be ineligible for award of any future COUNTY contracts if the COUNTY determines that any of the following has occurred:

31.3.3.3 The SUBRECIPIENT has made false certification, or

31.3.3.4 The SUBRECIPIENT violates the certification by failing to carry out the requirements as noted above.

31.4 **Affirmative Action:** SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Program that encompasses that principals provided in President's Executive Order 11246, as revised on January 4, 2002.

31.5 **Americans with Disabilities Act:** SUBRECIPIENT agrees to comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities,

and services must be made available to all persons, including persons with disabilities.

31.6 **Employment Restrictions:**

31.6.1 **Prohibited Activity:** SUBRECIPIENT is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

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

31.6.3 **Employee Rights**

Federal Minimum Wage

31.6.3.1 SUBRECIPIENT must follow the Fair Labor Standards Act (FLSA), as it currently exists and it may be amended, which sets basic minimum wage and overtime pay standards. These standards are enforced by The United States Department of Wage and Hour Division under Department's Wage and Hour Division. The Federal minimum wage provisions are contained in the FLSA. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage.

31.6.4 **California Minimum Wage**

31.6.4.1 SUBRECIPIENT must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General Minimum Wage Order. MW-2001, Section 4, Separability, has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at www.dir.ca.gov/WP.asp or by contacting your local Division of Labor Standards Enforcement office.

31.7 **Hatch Act:** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this CONTRACT, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.

31.8 **Religious Organization/Activities:** In accordance with 24 CFR 570.200(j), SUBRECIPIENT shall not discriminate against faith-based organizations in administering its federal HUD activities. However, SUBRECIPIENT agrees that funds provided under this CONTRACT will not be utilized for inherently religious

activities, to promote religious interest, or for the benefit of a religious organization in accordance with 24 CFR 570.200 (j)(2).

31.9 Anti-Lobbying: SUBRECIPIENT certifies that:

31.9.1 No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal CONTRACT, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or Cooperative Agreement; and

31.9.2 SUBRECIPIENT will complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," if any funds other than Federal appropriated funds have been paid, in accordance with its instructions; and

31.9.3 SUBRECIPIENT shall include subject anti-lobbying certification in award documents for all sub-SUBRECIPIENTS at all tiers (including sub-subcontracts, sub-subgrants, and CONTRACT under grants, loans, and Cooperative Agreements) and that all sub-SUBRECIPIENTS shall certify and disclose accordingly.

31.10 Audits: If SUBRECIPIENT expends Federal funds in a fiscal year which equal or exceed \$500,000 (Five hundred thousand dollars and no cents) as specified in OMB Circular A-133-Revised, SUBRECIPIENT shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA's. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS) authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.

Furthermore, COUNTY retains the authority to require SUBRECIPIENT to submit similarly prepared audit at SUBRECIPIENT's expense even in instances when SUBRECIPIENT's expenditure is less than \$500,000. SUBRECIPIENT will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.

SUBRECIPIENT will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to COUNTY within six (6) months of the end of each CONTRACT year in which SUBRECIPIENT has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement may result in COUNTY denying reimbursement of funds to SUBRECIPIENT, as well as future funding qualification. SUBRECIPIENTS, which are exempt from statutory audit requirements, shall maintain records, which are available for review by COUNTY or Federal officials. SUBRECIPIENT acknowledges that any and all "Financial Statements" submitted to COUNTY pursuant to this COUNTY become Public Records and are subject to public inspection pursuant to Sec. 6250 et seq. of the California Government Code.

31.11 Economic Opportunities

31.11.1 Compliance

This Contract is subject to the requirements of 12 USC 1701u, the HUD regulations issued pursuant thereto at 24 CFR, 135.1 et seq., and

any applicable rules and orders of HUD issued Federal financial assistance shall be conditioned upon compliance with 12 USC 1701u. Failure to fulfill these requirements shall subject SUBRECIPIENT and any sub-subrecipients, their successors and assigns, to those remedies specified herein. SUBRECIPIENT certifies and agrees that no conflict exists which would prevent compliance with requirements.

The SUBRECIPIENT agrees to abide by 24 CFR, 135.38, below and will insert the following clause in any subcontracts executed with third parties for work covered by this Contract:

“The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The SUBRECIPIENT agree to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers’ representative of the SUBRECIPIENT’s commitments under this section clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The SUBRECIPIENT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require

employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

32. Environmental Conditions:

- 32.1 SUBRECIPIENT shall comply with HUD Environmental Review under HUD regulations at 24 CFR 58 et seq., which implement the National Environmental Policy Act (NEPA); and, the California Environmental Quality Act (CEQA). No costs shall be incurred and no funds shall be disbursed prior to certification by COUNTY and/or HUD of environmental compliance.
- 32.2 SUBRECIPIENT shall incur no costs for any project-related activity defined in SUBRECIPIENT SCOPE OF SERVICES and COUNTY shall not disburse funds prior to certification by COUNTY and/or HUD for environmental compliance.
- 32.3 SUBRECIPIENT shall provide requested material to COUNTY for the Environmental Review process required by applicable regulations.
- 32.4 **Air and Water:** SUBRECIPIENT agrees to comply with the following regulations in so far as they apply to the performance of this CONTRACT:
- 32.4.1 Clean Air Act, 42 U.S.C., 1857, et seq.
- 32.4.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.
- 32.4.3 Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.
- 32.5 **Flood Disaster Protection:** SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973, including as applicable any regulations set forth in 24 CFR 55, (implementing Executive Order 11988) in regard to the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this CONTRACT, as it may apply to the provisions of this CONTRACT.
- 32.6 **Energy Efficiency Standards:** SUBRECIPIENT agrees to comply with the California Energy Commission Assembly Bill 970, Title 24, Part I of the California Code of Regulations (AB970: Building Efficiency Energy Standards), in regard to construction and property development, when applicable.

33. General Administration:

- 33.1 **Fair Housing:** SUBRECIPIENT shall affirmatively further fair housing in accordance with 24 CFR 570.904.

- 33.2 **Grantor Recognition:** SUBRECIPIENT shall insure recognition of the role of the COUNTY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this CONTRACT. SUBRECIPIENT will retain documentation of such recognition, which shall be available for periodic monitoring by representatives of COUNTY or HUD.
- 33.3 **Records to be Maintained:** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT. Such records shall include, but not be limited to:
- 33.3.1 Records providing a full description of each activity undertaken;
 - 33.3.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - 33.3.3 Records required to determine the eligibility of activities;
 - 33.3.4 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
 - 33.3.5 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - 33.3.6 Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
 - 33.3.7 Other records necessary to document compliance with Subpart K of 24 CFR 570.
 - 33.3.8 Retention: SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this CONTRACT for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this CONTRACT shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.
- 33.4 **Client Data**
- 33.4.1 SUBRECIPIENT shall maintain client data demonstrating client Eligibility for services provided for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name, address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to COUNTY, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, COUNTY monitors, or their designees, for review upon request.
 - 33.4.2 SUBRECIPIENT shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the subject program, including protection against the release of the address or location of any family violence shelter

project, except with the written authorization of the person responsible for the operation of that shelter.

- 33.5 **Property Records:** SUBRECIPIENT shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold pursuant to this CONTRACT. Properties retained shall continue to meet eligibility criteria, rental limitations, health, safety and building codes, etc., and shall conform to 24 CFR 570.505.
- 33.6 **Close-Out:** SUBRECIPIENT's obligation to COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with 24 CFR 570.509 and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of paragraph 24.3.4 above, and documentation; disposing of program assets (including the return to COUNTY of all unused materials and equipment); remitting any program income balances and receivable accounts to COUNTY, and determining the custodianship of records.
- 33.7 **Equipment:** SUBRECIPIENT shall use, manage and dispose of equipment in accordance with 24 CFR 85.32 and 24 CFR 570.502.
- 33.8 **Subcontracts:**
- 33.8.1 SUBRECIPIENT shall submit all subcontract agreements to COUNTY for review and consent prior to entering into such subcontracts.
- 33.8.2 SUBRECIPIENT shall assume responsibility for all subcontracted services to assure CONTRACT compliance.
- 33.8.3 SUBRECIPIENT shall cause all of the provisions of this CONTRACT in entirety to be included in and made a part of any subcontract executed in the performance of this CONTRACT.
- 33.8.4 SUBRECIPIENT shall monitor all subcontracted services on a quarterly basis to assure CONTRACT compliance. Results of said monitoring efforts shall be summarized in written form, and supported with documented evidence of follow-up actions(s) to correct any area(s) of CONTRACT non-compliance. Documentation shall be made available for periodic monitoring by representatives of COUNTY and/or HUD.
34. **News/Information Release:** The SUBRECIPIENT agrees that it will not issue any news releases in connection with either the award of this CONTRACT or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's Project Manager.
35. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may

designate by written notice from time to time in the manner aforesaid.

For COUNTY: County of Orange
 OC Community Services
 Housing & Community Development
 1300 South Grand Avenue, Building "B" 3rd Floor
 Santa Ana, CA 92705-4407

For SUBRECIPIENT: Name
 Address

- 36. Ownership of Documents:** The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the SUBRECIPIENT. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the SUBRECIPIENT without the express written consent of the COUNTY.
- 37. Precedence:** The CONTRACT documents consist of this CONTRACT and its attachments and exhibits. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the articles of this CONTRACT, and then the exhibits and attachments.
- 38. Project Manager, COUNTY:** The COUNTY shall appoint a Project Manager to act as liaison between the COUNTY and the SUBRECIPIENT during the term of this CONTRACT. The COUNTY's Project Manager shall coordinate the activities of the COUNTY staff assigned to work with the SUBRECIPIENT.
- 39. Errors and Omissions:** All reports, files and other documents prepared and submitted by SUBRECIPIENT shall be complete and shall be carefully checked by the professional(s) identified by SUBRECIPIENT as Project Manager and key personnel attached hereto, prior to submission to the COUNTY. SUBRECIPIENT agrees that COUNTY review is discretionary and SUBRECIPIENT shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving SUBRECIPIENT's reports, files and other written documents, the reports, files or documents will be returned to SUBRECIPIENT for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by SUBRECIPIENT after COUNTY approval thereof, COUNTY approval of SUBRECIPIENT's reports, files or documents shall not be used as a defense by SUBRECIPIENT in any action between the COUNTY and

SUBRECIPIENT, and the reports, files or documents will be returned to SUBRECIPIENT for correction.

- 40. Signature in Counterparts:** The PARTIES agree that separate copies of this CONTRACT and/or electronic signatures and handwritten signatures may be signed by each of the PARTIES, and this CONTRACT will have the same force and effect as if the original had been signed by all the PARTIES.

General Terms and Conditions:

- A. Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange COUNTY, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.
- B. Entire CONTRACT:** This CONTRACT, including Attachments A, B, C, D, E and F, and Exhibits A, B, C, D, E, F and G which are attached hereto and incorporated herein by this reference, when accepted by the SUBRECIPIENT either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental CONTRACTs by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by COUNTY's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. This paragraph was intentionally left blank.**
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** SUBRECIPIENT expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon SUBRECIPIENT's part to indemnify, defend and hold COUNTY and its indemnities as identified in paragraph "P" below, and

as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. This paragraph was intentionally left blank.

- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. Non-Discrimination:** In the performance of this CONTRACT, SUBRECIPIENT agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-SUBRECIPIENTS to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. SUBRECIPIENT acknowledges that a violation of this provision shall subject SUBRECIPIENT to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the SUBRECIPIENT. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- L. Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- N. Independent Contractor:** SUBRECIPIENT shall be considered an independent CONTRACTOR and neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall be considered an agent or an employee of COUNTY. Neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. Performance:** SUBRECIPIENT shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. SUBRECIPIENT shall be responsible for the professional quality, technical assurance,

timely completion and coordination of all documentation and other services furnished by the SUBRECIPIENT under this CONTRACT. SUBRECIPIENT shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to sub-contract, shall be fully responsible for all work performed by sub-SUBRECIPIENTS.

P. Insurance:

Insurance Provisions

Prior to the provision of services under this CONTRACT, the SUBRECIPIENT agrees to purchase all required insurance at SUBRECIPIENT's expense, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT have been complied with. SUBRECIPIENT agrees to keep such insurance coverage, Certificates of Insurances, and endorsements on deposit with the COUNTY during the entire term of this CONTRACT. In addition, all subcontractors performing work on behalf of SUBRECIPIENT pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for SUBRECIPIENT.

SUBRECIPIENT shall ensure that all subcontractors performing work on behalf of SUBRECIPIENT pursuant to this CONTRACT shall be covered under SUBRECIPIENT's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for SUBRECIPIENT. SUBRECIPIENT shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from SUBRECIPIENT under this CONTRACT. It is the obligation of SUBRECIPIENT to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by SUBRECIPIENT through the entirety of this CONTRACT for inspection by COUNTY representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management upon review of SUBRECIPIENT's current audited financial report.

If the SUBRECIPIENT fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACT, the COUNTY may terminate this CONTRACT.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States**

or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence
Network Security and Privacy Liability	\$1,000,000 per claims made

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the State of California, County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the SUBRECIPIENT's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the SUBRECIPIENT's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

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

SUBRECIPIENT shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the CONTRACT, upon which the COUNTY may suspend or terminate this CONTRACT.

If SUBRECIPIENT's Professional Liability is a "claims made" policy, SUBRECIPIENT shall agree to maintain Professional Liability coverage for two (2) years following completion of the CONTRACT.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

If the SUBRECIPIENT fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development, Management & Administration, award may be made to the next qualified SUBRECIPIENT.

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

COUNTY shall notify SUBRECIPIENT in writing of changes in the insurance requirements. If SUBRECIPIENT does not deposit copies of acceptable Certificates of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this CONTRACT may be in breach without further notice to SUBRECIPIENT, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit SUBRECIPIENT's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

*COUNTY has contracted with Ebix RCS to monitor insurance certificates and endorsements for compliance with the above requirements. Upon initial award of a CONTRACT, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. COUNTY will forward these documents to Ebix RCS on SUBRECIPIENT's behalf. Ebix RCS may contact SUBRECIPIENT to advise SUBRECIPIENT of deficiencies and request corrected documents. SUBRECIPIENT shall cooperate with Ebix RCS's request for information or corrections in order for COUNTY to continue this CONTRACT through expiration date.

Q. This paragraph was intentionally left blank.

R. Changes: SUBRECIPIENT shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.

S. This paragraph was intentionally left blank.

T. Force Majeure: SUBRECIPIENT shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided SUBRECIPIENT gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and SUBRECIPIENT avails himself of any available remedies.

U. Confidentiality: SUBRECIPIENT agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by SUBRECIPIENT and SUBRECIPIENT's staff, agents and employees.

V. Compliance with Laws: SUBRECIPIENT represents and warrants that services to be provided under this CONTRACT shall fully comply, at SUBRECIPIENT's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. SUBRECIPIENT acknowledges that COUNTY is relying on SUBRECIPIENT to ensure such compliance, and pursuant to the requirements of paragraph "P" above, SUBRECIPIENT agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

W. This paragraph was intentionally left blank.

X. Pricing: The CONTRACT bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.

Y. This paragraph was intentionally left blank.

Z. Terms and Conditions: SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.

AA. Headings: The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for

the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

- BB. **Severability:** 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.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the party that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the parties and this CONTRACT.
- FF. **Authority:** The Parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The SUBRECIPIENT warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The SUBRECIPIENT shall obtain, from all employees, consultants and sub-SUBRECIPIENTs performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The SUBRECIPIENT shall retain all such documentation for all covered employee, consultants and sub-SUBRECIPIENTs for the period prescribed by the law. The SUBRECIPIENT shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the SUBRECIPIENT or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.
- HH. **Indemnification:** SUBRECIPIENT agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to

personal injury or property damage, arising from or related to the services, products or other performance provided by SUBRECIPIENT pursuant to this CONTRACT. If judgment is entered against SUBRECIPIENT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, SUBRECIPIENT and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- II. **Audits/Inspections:** SUBRECIPIENT agrees to permit the COUNTY's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the COUNTY) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of SUBRECIPIENT for the purpose of auditing or inspecting any aspect of performance under this CONTRACT. The inspection and/or audit will be confined to those matters connected to the performance of the CONTRACT including, but not limited to, the costs of administering the CONTRACT. The COUNTY will provide reasonable notice of such an audit or inspection.

The COUNTY reserves the right to audit and verify the SUBRECIPIENT's records before final payment is made.

SUBRECIPIENT agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this CONTRACT or by law. SUBRECIPIENT agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, SUBRECIPIENT agrees to include a similar right to the COUNTY to audit records and interview staff of any subcontractor related to performance of this CONTRACT.

Should the SUBRECIPIENT cease to exist as a legal entity, the SUBRECIPIENT's records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY's project manager.

If federal funds are utilized, as specified, Section 31.10 of this CONTRACT shall also apply.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.

***Subrecipient**

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

*For SUBRECIPIENTs that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For SUBRECIPIENTs that are not corporations, the person who has authority to bind the SUBRECIPIENT to a CONTRACT, must sign on one of the lines above.

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____	Date: _____
Steve Franks, Director OC Community Resources	

**APPROVED AS TO FORM
COUNTY COUNSEL**

By: _____	Date: _____
DEPUTY COUNTY COUNSEL	

MODEL CONTRACT # _____

BETWEEN

COUNTY OF ORANGE

AND

“SUBRECIPIENT-CONTRACTOR”

FOR

PUBLIC SERVICES

**FOR PROVISION OF THE ARMORY EMERGENCY SHELTER
PROGRAM**

**CDBG – CFDA NUMBER 14.218
ESG – CFDA NUMBER 14.231**



MODEL CONTRACT

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- Attachment B – Compensation/Payment
- Attachment C – SUBRECIPIENT’s Cost Proposal
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- Attachment E – Project Schedule
- Attachment F – Client Rules
- Attachment G – Good Neighbor Plan
- Attachment H – Template License to Use State Military Facility
- Exhibit A – EDD Independent Contractor Reporting Requirement
- Exhibit B – OC Community Resources Contract Reimbursement Policy

Exhibit C – Drug-Free Workplace

Exhibit D – Disclosure of Lobbying Activities

Exhibit E - County of Orange Child Support Enforcement Certification

Exhibit F – Federal Emergency Solutions Grant (ESG) Regulations

Exhibit G – Community Development Block Grant (CDBG) Regulations

This Agreement, _____ hereinafter referred to as "CONTRACT" is made between the County of Orange, a political subdivision of the State of California and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY," and _____, a _____, in the State of California with a place of business at _____, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

This Agreement, hereinafter referred to as CONTRACT, is entered into on _____.

RECITALS

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

WHEREAS, COUNTY has applied for and anticipates receiving funds from the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383, as amended) for the purpose of funding programs meeting one of the HUD national objectives; and

WHEREAS, a Grant Agreement between HUD and the County of Orange has been entered; and

WHEREAS, COUNTY adopted its FY 2016-17 Annual Action Plan, (hereinafter referred to as "Annual Action Plan"), including any substantial amendments, which sets forth the PROGRAM described herein; and

WHEREAS, HUD, in accordance with 24 CFR Part 570 Subpart O, 570.902, will annually review the performance of COUNTY to determine whether COUNTY has carried out its Community Development Block Grant (CDBG) assisted activities in a timely manner and has significantly disbursed CDBG funds and met the mandated "1.5 ratio" threshold; and

WHEREAS, COUNTY approved an allocation of \$_____.00 (_____ Dollars and 00 Cents) in program funding to SUBRECIPIENT for the Fiscal Year 2016-17; and

WHEREAS, HUD has accepted and certified the aforementioned ANNUAL ACTION PLAN;

WHEREAS, COUNTY engages SUBRECIPIENT to assist COUNTY in utilizing aforesaid funds;

WHEREAS, SUBRECIPIENT acknowledges that its DUNS Number is _____; and

NOW, THEREFORE, the PARTIES mutually agree as follows:

DEFINITIONS

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

1. HUD: United States Department of Housing and Urban Development.

2. OC COMMUNITY RESOURCES (OCCR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.
3. DIRECTOR: DIRECTOR of OC Community Resources, or designee.
4. PROGRAM INCOME: The gross income received by SUBRECIPIENT directly generated from the use of the subject program funds.
5. GRANTEE PERFORMANCE REPORT (GPR) INFORMATION FORM: A PROGRAM activity data document provided by COUNTY to SUBRECIPIENT used to monitor and track the performance of SUBRECIPIENT.
6. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY: A COUNTY document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)
7. PROJECT: Any site or sites, including buildings, and/or activities assisted with federal program funds.
8. OMB: Federal Office of Management and Budget.
9. CAPER: Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing-related activities.
10. CDBG: 24 CFR Part 570 - Community Development Block Grant – the CDBG regulations set forth eligible activities and the national objectives that each activity must meet. The Catalog of Federal Domestic Assistance (CFDA) # 14.218 distributes formula grants (CDBG) to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
11. CONTINUUM OF CARE: An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.
12. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)
13. EQUIPMENT: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
14. SUBSTANTIAL AMENDMENT: The following criteria will be used by the COUNTY – if any one criteria applies, a substantial amendment will be required:
 - 14.1 A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;
 - 14.2 When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries

- differ significantly from the original activity's purpose, scope, or beneficiaries; and/or
- 14.3 An increase in the amount of Federal Community Planning Development and/or local funds allocated to an existing activity when the following apply:
- 14.3.1 An increase in funding for a public service activity in an amount greater than a 50% increase over the current funded amount; or
- 14.3.2 An increase in the funding for public facility improvements/housing rehabilitation in an amount greater than a 50% increase over the current funded amount.
15. PROGRAM ADMINISTRATION: An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.

ARTICLES

Additional Terms and Conditions:

1. **Scope of Services:** This CONTRACT specifies the Contractual terms and conditions by which the COUNTY will procure services from SUBRECIPIENT as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A".
2. **Term of CONTRACT:** This CONTRACT shall be effective from [REDACTED] through June 30, 2017, unless otherwise terminated by the COUNTY. The term of this CONTRACT may be extended upon mutual agreement of the parties in writing.
 - 2.1 Eligible costs related to services provided by SUBRECIPIENT must be incurred during the period beginning [REDACTED]. The Project shall be completed and all funds provided through this CONTRACT shall be expended on eligible Project activities through and including June 30, 2017.
 - 2.2 This CONTRACT may be renewed on the same terms, conditions, and scope of services on a yearly basis upon mutual written agreement by the COUNTY and SUBRECIPIENT.
3. **Contingency of Funds:** SUBRECIPIENT acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by Federal, State of California or local Government funds to COUNTY. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.
 - 3.1 If funding levels are significantly affected by Federal budget and funds are not allocated and available for the continuance of the function performed by SUBRECIPIENT, the CONTRACT may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify SUBRECIPIENT at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the COUNTY in the event this provision is exercised and the COUNTY shall not be obligated nor liable for any damages as a result of termination under this provision of this CONTRACT, and nothing herein shall be construed as obligating the COUNTY to

expend or as involving the COUNTY in any CONTRACT or other obligation for future payment of money in excess of appropriations authorized by law.

4. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated without penalty to the COUNTY.
5. **Adjustments – Scope of Services:** No adjustments made to the scope of services will be authorized without prior written approval of the COUNTY assigned Purchasing Agent.
6. **Changes/Extra Work:** The SUBRECIPIENT shall make no changes to this CONTRACT without the COUNTY's written consent. In the event that there are new or unforeseen requirements, the COUNTY with the SUBRECIPIENT's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the SUBRECIPIENT's ability to deliver services, or the program schedule, the SUBRECIPIENT shall give the COUNTY written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the SUBRECIPIENT was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment; said Amendment shall be issued by the COUNTY-assigned Purchasing Agent, shall require the mutual consent of all Parties, and may prohibit the SUBRECIPIENT from proceeding with the work as set forth in this CONTRACT.

7. **Breach of CONTRACT:** The failure of the SUBRECIPIENT to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

Terminate the CONTRACT immediately, pursuant to paragraph K and paragraphs 30 through 32 herein;

Afford the SUBRECIPIENT written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;

Discontinue payment to the SUBRECIPIENT for and during the period in which the SUBRECIPIENT is in breach; and

Offset against any monies billed by the SUBRECIPIENT but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

8. **Conditions Affecting Work:** The SUBRECIPIENT shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the SUBRECIPIENT to do so will not relieve SUBRECIPIENT from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.
9. **Conflict of Interest – SUBRECIPIENT's Personnel:** The SUBRECIPIENT shall exercise reasonable care and diligence to prevent any actions or conditions that could

result in a conflict with the best interests of the COUNTY. This obligation shall apply to the SUBRECIPIENT; the SUBRECIPIENT's employees, agents, and relatives; sub-tier SUBRECIPIENTS; and third Parties associated with accomplishing work and services hereunder. The SUBRECIPIENT's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

SUBRECIPIENT agrees to abide by the provisions of OMB Circulars 102 and 110, as applicable, 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this CONTRACT.

SUBRECIPIENT further covenants that in the performance of this CONTRACT no person having such a financial interest shall be employed or retained by SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of COUNTY or SUBRECIPIENT, or any designated public agencies which are receiving funds under the CDBG Entitlement Program.

10. **Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The SUBRECIPIENT shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
11. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a CONTRACT for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
12. **Contingent Fees:** The SUBRECIPIENT warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the SUBRECIPIENT or bona fide established commercial or selling agencies maintained by the SUBRECIPIENT for the purpose of securing business.

For breach or violation of this warranty, the COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the SUBRECIPIENT.
13. **Bankruptcy/Insolvency:** If the SUBRECIPIENT should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the SUBRECIPIENT's insolvency, the COUNTY may terminate this CONTRACT.

14. SUBRECIPIENT's Project Manager and Key Personnel:

SUBRECIPIENT shall appoint a Project Manager to direct the SUBRECIPIENT's efforts in fulfilling SUBRECIPIENT's obligations under this CONTRACT. The name of the Project Manager shall be provided to the COUNTY. If there be a Project Management change the SUBRECIPIENT will notify the COUNTY in writing prior to the change being made.

15. Data – Title To: All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the SUBRECIPIENT in the performance of this CONTRACT will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the SUBRECIPIENT after completion or termination of this CONTRACT without the express written consent of the COUNTY. All materials, documents, data or information, including copies, must be returned to the COUNTY at the end of this CONTRACT.**16. County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the selected SUBRECIPIENT agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- 16.1 In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;
- 16.2 In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- 16.3 A certification that the SUBRECIPIENT has fully complied with all applicable federal and State reporting requirements regarding its employees; and
- 16.4 A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the SUBRECIPIENT to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another SUBRECIPIENT. In the event a CONTRACT has been issued, failure of the SUBRECIPIENT to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

17. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into a contract for \$600 or more within a single calendar year attached hereto as Exhibit A and incorporated herein by this reference. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a

contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent CONTRACTORS. An independent CONTRACTOR is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm

- 18. Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the COUNTY, state or federal government, this CONTRACT may be subjected to unusual usage. The SUBRECIPIENT shall service the COUNTY during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the SUBRECIPIENT shall apply to serving the COUNTY’s needs regardless of the circumstances. If the SUBRECIPIENT is unable to supply the goods/services under the terms of the CONTRACT, then the SUBRECIPIENT shall provide proof of such disruption and a copy of the invoice for the goods/services from the SUBRECIPIENT’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the SUBRECIPIENT shall show both the emergency purchase order number and the CONTRACT number.
- 19. SUBRECIPIENT’s Responsibilities:** The SUBRECIPIENT shall:
- 19.1 Operate and manage the Project and provide Services/Activities as set forth herein. In this regard the SUBRECIPIENT will assess current services being provided, assess what Services/Activities are needed, or have been requested, and structure the Services/Activities accordingly.
- 20. Business License:** At its own expense, SUBRECIPIENT shall qualify to do business and obtain and maintain such licenses as may be required for the performance by SUBRECIPIENT of its services under this CONTRACT.
- 21. Substantial Amendments:**
- 21.1 If any amendment results in a change in the funding amount, that does not trigger a SUBSTANTIAL AMENDMENT, as defined, SUBRECIPIENT SCOPE OF SERVICES, threshold and milestone dates or schedule of activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment executed by Director and SUBRECIPIENT.
- 21.2 In an effort to efficiently utilize CDBG funds within timeframes required by HUD, the COUNTY will consider the reprogramming of unspent CDBG balances from completed and cancelled CDBG-funded activities to other eligible activities as a “Non-Substantial Amendment”. In the event that any of these “administrative” reprogramming actions fall under the “Substantial Amendment” criteria, the proposed actions to the Citizen Participating process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.

22. Payment Requirements:

- 22.1 CONTRACT Amount: It is expressly agreed and understood that the total amount to be paid by COUNTY under this CONTRACT shall not exceed the total COUNTY funding as set forth in Attachment B., - Compensation to SUBRECIPIENT attached hereto and incorporated herein by reference.
- 22.2 COUNTY will reclaim any unused balance of funds for reallocation to other COUNTY approved projects.
- 22.3 Payment of Project Activities:
- 22.3.1 Payment of Project Activities: COUNTY will reimburse SUBRECIPIENT for eligible project-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on [REDACTED], and must provide adequate documentation as required by COUNTY in accordance with the *OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY*, as set forth in Exhibit B., attached hereto and incorporated herein by reference. In addition, SUBRECIPIENT will provide a progress performance report (“GPR INFORMATION FORM”) for the time period covered, as prescribed by COUNTY. Failure to provide any of the required documentation and reporting will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation and reporting has been received and approved by COUNTY.
- 22.3.2 If SUBRECIPIENT has no request for reimbursement during any quarter during the term of this CONTRACT, a GPR Information Form, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.
- 22.3.3 The following “Required Expenditure Threshold” criteria have been established to guide the SUBRECIPIENT in structuring and scheduling their expenditure of funds received through this CONTRACT, through term of CONTRACT. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.
- | <u>Milestone Date</u> | <u>Minimum Required Expenditure Threshold</u> |
|--------------------------|---|
| January 15 th | 50% of Contracted Amount Expended |
| March 15 th | 70% of Contracted Amount Expended |
| April 15 th | 80% of Contracted Amount Expended |
- 22.3.4 SUBRECIPIENT will have forty-five (45) days following the expiration of the CONTRACT to submit outstanding invoices for reimbursement of eligible costs incurred during the CONTRACT period. After the forty-five (45) day period for submitting invoices has expired, COUNTY shall reallocate the remaining balance under this CONTRACT for other program purposes and SUBRECIPIENT shall be ineligible for any further reimbursement.
- 22.4 Funds shall not be disbursed for any costs incurred prior to the certification by COUNTY and HUD of Certificate(s) of Insurance and environmental compliance as further defined in paragraph P and paragraph 34 of this CONTRACT. Additionally, no funds shall be disbursed prior to submittal of certified payroll documentation to COUNTY with each invoice package/request for payment, as

further defined in Paragraph 33.

23. Program Income

- 23.1 SUBRECIPIENT shall comply with regulations set forth in 24 CFR 570.504, as well as all applicable State or COUNTY regulations concerning the reporting and payment procedures for program income.
- 23.2 All Program Income accrued shall be returned to COUNTY on a quarterly basis prior to SUBRECIPIENT receiving any reimbursement from grant funds provided under this CONTRACT.
- 23.3 SUBRECIPIENT shall provide information of the receipt of Program Income by SUBRECIPIENT related to Program on all GPR INFORMATION FORMS submitted with requests for reimbursement.
- 23.4 SUBRECIPIENT shall complete and submit a Year-End Program Income letter, indicating amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the CONTRACT fiscal year.

24. Performance:

- 24.1 SUBRECIPIENT shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. SUBRECIPIENT also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this CONTRACT.
- 24.2 SUBRECIPIENT shall comply with all applicable HUD regulations, as described in paragraph 35 General Administration of this CONTRACT, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population-served analysis (i.e., extremely-low income persons, very-low income persons, and low-income persons as defined by HUD). Such information shall be available for periodic monitoring by representatives of COUNTY or HUD and shall be submitted by SUBRECIPIENT in report form to COUNTY by dates specified by COUNTY.
- 24.3 The following "Performance Threshold" criteria shall be used to assess the level of performance of the SUBRECIPIENT, including Attachment A. - Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the performance threshold criteria, the SUBRECIPIENT must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that SUBRECIPIENT has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the DIRECTOR.

<u>Milestone Date</u>	<u>Minimum Required Expenditure Threshold</u>
January 15 th	50% of Contracted Amount Expended 50% of Proposed Accomplishments Met
March 15 th	70% of Contracted Amount Expended 70% of Proposed Accomplishments Met
April 15 th	80% of Contracted Amount Expended 80% of Proposed Accomplishments Met

Failure to achieve at least the aforementioned 50% drawdown, without written exception approved by the DIRECTOR, may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will negatively affect future funding to SUBRECIPIENT. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the DIRECTOR, may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will impact future funding to SUBRECIPIENT.

- 24.4 SUBRECIPIENT shall complete and submit a Year End GPR INFORMATION FORM by July 15, after the close of the CONTRACT fiscal year.
- 24.5 Should the activity being funded through this CONTRACT be completed, cancelled or terminated prior to the termination date set forth herein in paragraph 2. Additional Terms and Conditions, SUBRECIPIENT shall complete and submit a Mid-Year GPR INFORMATION FORM at the time of the completion, cancellation or termination. Said GPR INFORMATION FORM shall consist of a cumulative reporting of project-related expenditures and accomplishments relative to the *SCOPE OF SERVICES*, as set forth in Attachment A., attached hereto and incorporated herein by reference. If activity funded through this CONTRACT is completed, or if funds allocated through this CONTRACT are fully expended, prior to end of CONTRACT term, SUBRECIPIENT must continue to serve its clients for the entire term of this CONTRACT.
- 24.6 SUBRECIPIENT shall complete and submit a GPR INFORMATION FORM in support of all requests for reimbursement. Said GPR INFORMATION FORM shall consist of a cumulative report of project related accomplishments as set forth in Attachment A., *SCOPE OF SERVICES*, attached hereto and incorporated herein by reference, for the subject quarter. If at any time during the term of this CONTRACT SUBRECIPIENT has no activity occur during any quarter, SUBRECIPIENT shall prepare and submit to COUNTY a Quarterly GPR INFORMATION FORM, regardless of actual activity.
- 24.7 SUBRECIPIENT acknowledges that the GPR INFORMATION FORM is a monitoring tool that will be reviewed and evaluated to determine SUBRECIPIENT's level of performance relative to this CONTRACT.
- 24.8 SUBRECIPIENT shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by COUNTY.

25. Performance Monitoring:

- 25.1 Performance Monitoring of SUBRECIPIENT by COUNTY and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by COUNTY or HUD representatives.
- 25.2 COUNTY shall periodically evaluate SUBRECIPIENT's progress in complying with the terms of this CONTRACT. SUBRECIPIENT shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to SUBRECIPIENT.
- 25.3 COUNTY shall monitor the performance of SUBRECIPIENT against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by COUNTY, will constitute non-compliance with this CONTRACT for which COUNTY may immediately terminate the CONTRACT. If action to correct such substandard performance is not taken by SUBRECIPIENT within the time period specified by COUNTY, payment(s) will be

denied in accordance with the provisions contained in paragraph 41 of this CONTRACT.

26. Disputes – CONTRACT:

26.1 The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the SUBRECIPIENT's Project Manager and the COUNTY's Project Manager, such matter shall be brought to the attention of the Purchasing Agent by way of the following process:

26.1.1 The SUBRECIPIENT shall submit to the agency/department assigned COUNTY Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.

26.1.2 The SUBRECIPIENT's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the SUBRECIPIENT shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the CONTRACT adjustment for which the SUBRECIPIENT believes the COUNTY is liable.

26.2 Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the SUBRECIPIENT agrees to diligently proceed with the provision of services under this CONTRACT. The SUBRECIPIENT's failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the COUNTY Purchasing Agent or his designee. If the COUNTY fails to render a decision within ninety (90) days after receipt of the SUBRECIPIENT's demand, it shall be deemed a final decision adverse to the SUBRECIPIENT's contentions. Nothing in this section shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause as stated in paragraph K herein.

27. Gratuities: The SUBRECIPIENT warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the SUBRECIPIENT or any agent or representative of the SUBRECIPIENT to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the SUBRECIPIENT agreed to supply shall be borne and paid for by the SUBRECIPIENT. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.

28. Termination – Convenience of the COUNTY: The COUNTY may terminate performance of work under this CONTRACT for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the COUNTY's interest. The agency/department assigned buyer shall terminate the CONTRACT by delivering to the SUBRECIPIENT a written notice of termination

specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the CONTRACT, the CONTRACT shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the CONTRACT shall not be void.

After receipt of a notice of termination and, except as directed by the assigned buyer, the SUBRECIPIENT shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The SUBRECIPIENT shall:

- 28.1 Stop work as specified in the notice of termination;
- 28.2 Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the CONTRACT;
- 28.3 Terminate all orders and subcontracts to the extent they relate to the work terminated;
- 28.4 Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;
- 28.5 Complete performance of the work not terminated; and
- 28.6 Take any action that may be necessary or as the COUNTY may direct for the protection and preservation of the property related to this CONTRACT that is in the possession of the SUBRECIPIENT and in which the COUNTY has or may acquire an interest and to mitigate any potential damages or requests for CONTRACT adjustment or termination settlement to the maximum practical extent.

At the completion of the SUBRECIPIENT's termination efforts, the SUBRECIPIENT may submit to the assigned buyer a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the SUBRECIPIENT shall submit a final termination settlement proposal to the user agency/department in a format acceptable to the COUNTY. The SUBRECIPIENT shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the COUNTY upon written request of the SUBRECIPIENT within the ninety-day (90-day) period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension. The SUBRECIPIENT and the COUNTY may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total CONTRACT price as reduced by (a) the amount of payment previously made and (b) the CONTRACT price of work not terminated. The CONTRACT shall be amended and the SUBRECIPIENT paid the agreed amount.

If the SUBRECIPIENT and the COUNTY fail to agree on the whole amount to be paid because of the termination of work, the COUNTY shall pay the SUBRECIPIENT the amounts determined by the COUNTY as follows, but without duplication of any amounts agreed on as set forth above.

- 28.7 The CONTRACT price for completed supplies or services accepted by the COUNTY (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and
- 28.8 Except for normal spoiling and except to the extent that the COUNTY expressly assumes the risk of loss, the COUNTY shall exclude from the amounts payable to the SUBRECIPIENT the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.
The SUBRECIPIENT shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated CONTRACT or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.
The SUBRECIPIENT shall have the right to appeal, under the COUNTY's protest procedure, any determination made by the COUNTY, except that if the SUBRECIPIENT failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal. In arriving at the amount due the SUBRECIPIENT under this clause, there shall be deducted:
- 28.9 All payment to the SUBRECIPIENT under the terminated portion of this CONTRACT;
- 28.10 Any claim which the COUNTY has against the SUBRECIPIENT under this or any other CONTRACT; and
- 28.11 The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the SUBRECIPIENT or sold under the provisions of this clause and not recovered by or credited to the COUNTY.
If the termination is partial, the SUBRECIPIENT may file a proposal with the agency/department for an equitable adjustment of the price(s) of the continued portion of the CONTRACT. The agency/department shall make any equitable adjustment agreed upon. Any proposal by the SUBRECIPIENT for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by agency/department.
The COUNTY may:
- 28.12 Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the SUBRECIPIENT for their terminated portion of the CONTRACT, if the COUNTY believes that the total of these payments will not exceed the amount to which the contractor will be entitled; and
- 28.13 If the total payments exceed the amount finally determined to be due, the SUBRECIPIENT shall repay the excess to the COUNTY upon demand.
In determining the amount payable to the SUBRECIPIENT and notwithstanding any other provision, if it appears that the SUBRECIPIENT would have sustained a loss on the entire CONTRACT had it been completed, the COUNTY shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.
Unless otherwise provided in this CONTRACT or by statute, the SUBRECIPIENT shall maintain all records and documents relating to the terminated portion of this CONTRACT for five (5) years after final settlement. This includes all books and other evidence bearing on the SUBRECIPIENT's costs and expenses under this CONTRACT. The SUBRECIPIENT shall make these records and documents available to the COUNTY, at the SUBRECIPIENT's office, at all reasonable times, without any direct charge. If approved by the COUNTY, photographs,

microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

29. Termination – Orderly: After receipt of a termination notice from the County of Orange, the SUBRECIPIENT shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the SUBRECIPIENT. Upon termination COUNTY agrees to pay the SUBRECIPIENT for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each Party will assist the other Party in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

30. This paragraph was intentionally left blank.

31. Federal Administrative Requirements:

31.1 Financial Management:

31.1.1 Accounting Standards: SUBRECIPIENT agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

31.1.2 Cost Principles: SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," or A-87, "Cost Principles for State and Local Governments" (and if SUBRECIPIENT is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,") as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

31.2 Civil Rights

Compliance

31.2.1 SUBRECIPIENT agrees to comply with California Civil Rights Act Ordinances and Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

31.2.2 Rehabilitation Act

SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this CONTRACT.

31.2.3 **Nondiscrimination in Employment and Contracting**

SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including 24 CFR Part 8, 24 CFR 570.602 and Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11063. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) are still applicable.

31.3 **Drug-Free Workplace:**

The SUBRECIPIENT hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit C., attached hereto and incorporated herein by reference. The SUBRECIPIENT will:

31.3.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

31.3.2 Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

31.3.2.1 The dangers of drug abuse in the workplace;

31.3.2.2 The SUBRECIPIENT's policy of maintaining a drug free workplace;

31.3.2.3 Any available counseling, rehabilitation, and employee assistance programs; and

31.3.2.4 Penalties that may be imposed upon employees for drug abuse violations.

31.3.3 Provide as required by Government Code Section 8355(c) that every employee who works under this CONTRACT:

31.3.3.1 Will receive a copy of the company's drug-free policy statement; and

31.3.3.2 Will agree to abide by the terms of the company's statement as a condition of employment under this CONTRACT.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the SUBRECIPIENT may be ineligible for award of any future COUNTY contracts if the COUNTY determines that any of the following has occurred:

31.3.3.3 The SUBRECIPIENT has made false certification, or

31.3.3.4 The SUBRECIPIENT violates the certification by failing to carry out the requirements as noted above.

31.4 **Affirmative Action:** SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Program that encompasses that principals provided in President's Executive Order 11246, as revised on January 4, 2002.

31.5 **Americans with Disabilities Act:** SUBRECIPIENT agrees to comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities,

and services must be made available to all persons, including persons with disabilities.

31.6 **Employment Restrictions:**

31.6.1 **Prohibited Activity:** SUBRECIPIENT is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

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

31.6.3 **Employee Rights**

Federal Minimum Wage

31.6.3.1 SUBRECIPIENT must follow the Fair Labor Standards Act (FLSA), as it currently exists and it may be amended, which sets basic minimum wage and overtime pay standards. These standards are enforced by The United States Department of Wage and Hour Division under Department's Wage and Hour Division. The Federal minimum wage provisions are contained in the FLSA. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage.

31.6.4 **California Minimum Wage**

31.6.4.1 SUBRECIPIENT must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General Minimum Wage Order. MW-2001, Section 4, Separability, has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at www.dir.ca.gov/WP.asp or by contacting your local Division of Labor Standards Enforcement office.

31.7 **Hatch Act:** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this CONTRACT, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.

31.8 **Religious Organization/Activities:** In accordance with 24 CFR 570.200(j), SUBRECIPIENT shall not discriminate against faith-based organizations in administering its federal HUD activities. However, SUBRECIPIENT agrees that funds provided under this CONTRACT will not be utilized for inherently religious

activities, to promote religious interest, or for the benefit of a religious organization in accordance with 24 CFR 570.200 (j)(2).

31.9 Anti-Lobbying: SUBRECIPIENT certifies that:

31.9.1 No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal CONTRACT, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or Cooperative Agreement; and

31.9.2 SUBRECIPIENT will complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," if any funds other than Federal appropriated funds have been paid, in accordance with its instructions; and

31.9.3 SUBRECIPIENT shall include subject anti-lobbying certification in award documents for all sub-SUBRECIPIENTS at all tiers (including sub-subcontracts, sub-subgrants, and CONTRACT under grants, loans, and Cooperative Agreements) and that all sub-SUBRECIPIENTS shall certify and disclose accordingly.

31.10 Audits: If SUBRECIPIENT expends Federal funds in a fiscal year which equal or exceed \$500,000 (Five hundred thousand dollars and no cents) as specified in OMB Circular A-133-Revised, SUBRECIPIENT shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA's. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS) authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.

Furthermore, COUNTY retains the authority to require SUBRECIPIENT to submit similarly prepared audit at SUBRECIPIENT's expense even in instances when SUBRECIPIENT's expenditure is less than \$500,000. SUBRECIPIENT will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.

SUBRECIPIENT will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to COUNTY within six (6) months of the end of each CONTRACT year in which SUBRECIPIENT has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement may result in COUNTY denying reimbursement of funds to SUBRECIPIENT, as well as future funding qualification. SUBRECIPIENTS, which are exempt from statutory audit requirements, shall maintain records, which are available for review by COUNTY or Federal officials. SUBRECIPIENT acknowledges that any and all "Financial Statements" submitted to COUNTY pursuant to this COUNTY become Public Records and are subject to public inspection pursuant to Sec. 6250 et seq. of the California Government Code.

31.11 Economic Opportunities

31.11.1 Compliance

This Contract is subject to the requirements of 12 USC 1701u, the HUD regulations issued pursuant thereto at 24 CFR, 135.1 et seq., and

any applicable rules and orders of HUD issued Federal financial assistance shall be conditioned upon compliance with 12 USC 1701u. Failure to fulfill these requirements shall subject SUBRECIPIENT and any sub-contractors, their successors and assigns, to those remedies specified herein. SUBRECIPIENT certifies and agrees that no conflict exists which would prevent compliance with requirements.

The SUBRECIPIENT agrees to abide by 24 CFR, 135.38, below and will insert the following clause in any subcontracts executed with third parties for work covered by this Contract:

“The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The SUBRECIPIENT agree to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers’ representative of the SUBRECIPIENT’s commitments under this section clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The SUBRECIPIENT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require

employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

32. Environmental Conditions:

- 32.1 SUBRECIPIENT shall comply with HUD Environmental Review under HUD regulations at 24 CFR 58 et seq., which implement the National Environmental Policy Act (NEPA); and, the California Environmental Quality Act (CEQA). No costs shall be incurred and no funds shall be disbursed prior to certification by COUNTY and/or HUD of environmental compliance.
- 32.2 SUBRECIPIENT shall incur no costs for any project-related activity defined in SUBRECIPIENT SCOPE OF SERVICES and COUNTY shall not disburse funds prior to certification by COUNTY and/or HUD for environmental compliance.
- 32.3 SUBRECIPIENT shall provide requested material to COUNTY for the Environmental Review process required by applicable regulations.
- 32.4 **Air and Water:** SUBRECIPIENT agrees to comply with the following regulations in so far as they apply to the performance of this CONTRACT:
- 32.4.1 Clean Air Act, 42 U.S.C., 1857, et seq.
- 32.4.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.
- 32.4.3 Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.
- 32.5 **Flood Disaster Protection:** SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973, including as applicable any regulations set forth in 24 CFR 55, (implementing Executive Order 11988) in regard to the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this CONTRACT, as it may apply to the provisions of this CONTRACT.
- 32.6 **Energy Efficiency Standards:** SUBRECIPIENT agrees to comply with the California Energy Commission Assembly Bill 970, Title 24, Part I of the California Code of Regulations (AB970: Building Efficiency Energy Standards), in regard to construction and property development, when applicable.

33. General Administration:

- 33.1 **Fair Housing:** SUBRECIPIENT shall affirmatively further fair housing in accordance with 24 CFR 570.904.

- 33.2 **Grantor Recognition:** SUBRECIPIENT shall insure recognition of the role of the COUNTY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this CONTRACT. SUBRECIPIENT will retain documentation of such recognition, which shall be available for periodic monitoring by representatives of COUNTY or HUD.
- 33.3 **Records to be Maintained:** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT. Such records shall include, but not be limited to:
- 33.3.1 Records providing a full description of each activity undertaken;
 - 33.3.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - 33.3.3 Records required to determine the eligibility of activities;
 - 33.3.4 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
 - 33.3.5 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - 33.3.6 Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
 - 33.3.7 Other records necessary to document compliance with Subpart K of 24 CFR 570.
 - 33.3.8 Retention: SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this CONTRACT for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this CONTRACT shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.
- 33.4 **Client Data**
- 33.4.1 SUBRECIPIENT shall maintain client data demonstrating client Eligibility for services provided for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name, address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to COUNTY, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, COUNTY monitors, or their designees, for review upon request.
 - 33.4.2 SUBRECIPIENT shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the subject program, including protection against the release of the address or location of any family violence shelter

project, except with the written authorization of the person responsible for the operation of that shelter.

- 33.5 **Property Records:** SUBRECIPIENT shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold pursuant to this CONTRACT. Properties retained shall continue to meet eligibility criteria, rental limitations, health, safety and building codes, etc., and shall conform to 24 CFR 570.505.
- 33.6 **Close-Out:** SUBRECIPIENT's obligation to COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with 24 CFR 570.509 and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of paragraph 24.3.4 above, and documentation; disposing of program assets (including the return to COUNTY of all unused materials and equipment); remitting any program income balances and receivable accounts to COUNTY, and determining the custodianship of records.
- 33.7 **Equipment:** SUBRECIPIENT shall use, manage and dispose of equipment in accordance with 24 CFR 85.32 and 24 CFR 570.502.
- 33.8 **Subcontracts:**
- 33.8.1 SUBRECIPIENT shall submit all subcontract agreements to COUNTY for review and consent prior to entering into such subcontracts.
- 33.8.2 SUBRECIPIENT shall assume responsibility for all subcontracted services to assure CONTRACT compliance.
- 33.8.3 SUBRECIPIENT shall cause all of the provisions of this CONTRACT in entirety to be included in and made a part of any subcontract executed in the performance of this CONTRACT.
- 33.8.4 SUBRECIPIENT shall monitor all subcontracted services on a quarterly basis to assure CONTRACT compliance. Results of said monitoring efforts shall be summarized in written form, and supported with documented evidence of follow-up actions(s) to correct any area(s) of CONTRACT non-compliance. Documentation shall be made available for periodic monitoring by representatives of COUNTY and/or HUD.
34. **News/Information Release:** The SUBRECIPIENT agrees that it will not issue any news releases in connection with either the award of this CONTRACT or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's Project Manager.
35. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may

designate by written notice from time to time in the manner aforesaid.

For COUNTY: County of Orange
 OC Community Services
 Housing & Community Development
 1300 South Grand Avenue, Building "B" 3rd Floor
 Santa Ana, CA 92705-4407

For SUBRECIPIENT: Name
 Address

- 36. Ownership of Documents:** The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the SUBRECIPIENT. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the SUBRECIPIENT without the express written consent of the COUNTY.
- 37. Precedence:** The CONTRACT documents consist of this CONTRACT and its attachments and exhibits. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the articles of this CONTRACT, and then the exhibits and attachments.
- 38. Project Manager, COUNTY:** The COUNTY shall appoint a Project Manager to act as liaison between the COUNTY and the SUBRECIPIENT during the term of this CONTRACT. The COUNTY's Project Manager shall coordinate the activities of the COUNTY staff assigned to work with the SUBRECIPIENT.
- 39. Errors and Omissions:** All reports, files and other documents prepared and submitted by SUBRECIPIENT shall be complete and shall be carefully checked by the professional(s) identified by SUBRECIPIENT as Project Manager and key personnel attached hereto, prior to submission to the COUNTY. SUBRECIPIENT agrees that COUNTY review is discretionary and SUBRECIPIENT shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving SUBRECIPIENT's reports, files and other written documents, the reports, files or documents will be returned to SUBRECIPIENT for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by SUBRECIPIENT after COUNTY approval thereof, COUNTY approval of SUBRECIPIENT's reports, files or documents shall not be used as a defense by SUBRECIPIENT in any action between the COUNTY and

SUBRECIPIENT, and the reports, files or documents will be returned to SUBRECIPIENT for correction.

- 40. Signature in Counterparts:** The PARTIES agree that separate copies of this CONTRACT and/or electronic signatures and handwritten signatures may be signed by each of the PARTIES, and this CONTRACT will have the same force and effect as if the original had been signed by all the PARTIES.

General Terms and Conditions:

- A. Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange COUNTY, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.
- B. Entire CONTRACT:** This CONTRACT, including Attachments A, B, C, D, E, F, G and H, and Exhibits A, B, C, D, E, F and G which are attached hereto and incorporated herein by this reference, when accepted by the SUBRECIPIENT either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental CONTRACTs by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by COUNTY's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. This paragraph was intentionally left blank.**
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** SUBRECIPIENT expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon SUBRECIPIENT's part to indemnify, defend and hold COUNTY and its indemnities as identified in paragraph "P" below, and

as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. This paragraph was intentionally left blank.

- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. Non-Discrimination:** In the performance of this CONTRACT, SUBRECIPIENT agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-SUBRECIPIENTS to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. SUBRECIPIENT acknowledges that a violation of this provision shall subject SUBRECIPIENT to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the SUBRECIPIENT. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- L. Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- N. Independent Contractor:** SUBRECIPIENT shall be considered an independent CONTRACTOR and neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall be considered an agent or an employee of COUNTY. Neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. Performance:** SUBRECIPIENT shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. SUBRECIPIENT shall be responsible for the professional quality, technical assurance,

timely completion and coordination of all documentation and other services furnished by the SUBRECIPIENT under this CONTRACT. SUBRECIPIENT shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to sub-contract, shall be fully responsible for all work performed by sub-SUBRECIPIENTS.

P. Insurance:

Insurance Provisions

Prior to the provision of services under this CONTRACT, the SUBRECIPIENT agrees to purchase all required insurance at SUBRECIPIENT's expense, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT have been complied with. SUBRECIPIENT agrees to keep such insurance coverage, Certificates of Insurances, and endorsements on deposit with the COUNTY during the entire term of this CONTRACT. In addition, all subcontractors performing work on behalf of SUBRECIPIENT pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for SUBRECIPIENT.

SUBRECIPIENT shall ensure that all subcontractors performing work on behalf of SUBRECIPIENT pursuant to this CONTRACT shall be covered under SUBRECIPIENT's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for SUBRECIPIENT. SUBRECIPIENT shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from SUBRECIPIENT under this CONTRACT. It is the obligation of SUBRECIPIENT to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by SUBRECIPIENT through the entirety of this CONTRACT for inspection by COUNTY representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management upon review of SUBRECIPIENT's current audited financial report.

If the SUBRECIPIENT fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACT, the COUNTY may terminate this CONTRACT.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States**

or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence
Network Security and Privacy Liability	\$1,000,000 per claims made

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the State of California, County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the SUBRECIPIENT's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

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

SUBRECIPIENT shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the CONTRACT, upon which the COUNTY may suspend or terminate this CONTRACT.

If SUBRECIPIENT's Professional Liability is a "claims made" policy, SUBRECIPIENT shall agree to maintain Professional Liability coverage for two (2) years following completion of the CONTRACT.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

If the SUBRECIPIENT fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development, Management & Administration, award may be made to the next qualified SUBRECIPIENT.

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

COUNTY shall notify SUBRECIPIENT in writing of changes in the insurance requirements. If SUBRECIPIENT does not deposit copies of acceptable Certificates of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this CONTRACT may be in breach without further notice to SUBRECIPIENT, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit SUBRECIPIENT's liability hereunder nor to fulfill the indemnification provisions

and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

*COUNTY has contracted with Ebix RCS to monitor insurance certificates and endorsements for compliance with the above requirements. Upon initial award of a CONTRACT, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. COUNTY will forward these documents to Ebix RCS on SUBRECIPIENT's behalf. Ebix RCS may contact SUBRECIPIENT to advise SUBRECIPIENT of deficiencies and request corrected documents. SUBRECIPIENT shall cooperate with Ebix RCS's request for information or corrections in order for COUNTY to continue this CONTRACT through expiration date.

Q. This paragraph was intentionally left blank.

R. Changes: SUBRECIPIENT shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.

S. This paragraph was intentionally left blank.

T. Force Majeure: SUBRECIPIENT shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided SUBRECIPIENT gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and SUBRECIPIENT avails himself of any available remedies.

U. Confidentiality: SUBRECIPIENT agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by SUBRECIPIENT and SUBRECIPIENT's staff, agents and employees.

V. Compliance with Laws: SUBRECIPIENT represents and warrants that services to be provided under this CONTRACT shall fully comply, at SUBRECIPIENT's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. SUBRECIPIENT acknowledges that COUNTY is relying on SUBRECIPIENT to ensure such compliance, and pursuant to the requirements of paragraph "P" above, SUBRECIPIENT agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

W. This paragraph was intentionally left blank.

X. Pricing: The CONTRACT bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.

Y. This paragraph was intentionally left blank.

- Z. **Terms and Conditions:** SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** 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.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the party that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the parties and this CONTRACT.
- FF. **Authority:** The Parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The SUBRECIPIENT warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The SUBRECIPIENT shall obtain, from all employees, consultants and sub-SUBRECIPIENTs performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The SUBRECIPIENT shall retain all such documentation for all covered employee, consultants and sub-SUBRECIPIENTs for the period prescribed by the law. The SUBRECIPIENT shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the SUBRECIPIENT or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

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

II. **Audits/Inspections:** SUBRECIPIENT agrees to permit the COUNTY's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the COUNTY) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of SUBRECIPIENT for the purpose of auditing or inspecting any aspect of performance under this CONTRACT. The inspection and/or audit will be confined to those matters connected to the performance of the CONTRACT including, but not limited to, the costs of administering the CONTRACT. The COUNTY will provide reasonable notice of such an audit or inspection.

The COUNTY reserves the right to audit and verify the SUBRECIPIENT's records before final payment is made.

SUBRECIPIENT agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this CONTRACT or by law. SUBRECIPIENT agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, SUBRECIPIENT agrees to include a similar right to the COUNTY to audit records and interview staff of any subcontractor related to performance of this CONTRACT.

Should the SUBRECIPIENT cease to exist as a legal entity, the SUBRECIPIENT's records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY's project manager.

If federal funds are utilized, as specified, Section 31.10 of this CONTRACT shall also apply.

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IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.

***Subrecipient**

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

*For SUBRECIPIENTs that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For SUBRECIPIENTs that are not corporations, the person who has authority to bind the SUBRECIPIENT to a CONTRACT, must sign on one of the lines above.

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____	Date: _____
Steve Franks, Director OC Community Resources	

**APPROVED AS TO FORM
COUNTY COUNSEL**

By: _____	Date: _____
DEPUTY COUNTY COUNSEL	



1. **Scope of Services**

A. **Activities**

OPERATOR shall perform all services set forth in the program description and will be responsible for administering program funded with federal, State or local funds, as described as follows, in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds.

Program Impact (outcomes): describe to what extent this activity delivers the desired outcomes in the community or in the lives of the persons assisted.

1. Suitable Living Environment
2. Availability/Accessibility

B. **Program Description – Summary**

The Armory Emergency Shelter Program (Program) is a low demand emergency response shelter operation to protect people living on the streets, or experiencing a crisis situation and/or to provide emergency shelter to persons who have no other shelter options. The Program provides homeless individuals in Orange County with a safe place to sleep, a hot meal, and supportive services, such as health and mental health services; job training and placement opportunities; and other personal care and housing assistance needs.

C. **Eligible Participants**

OPERATOR shall provide services to homeless persons as defined in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act (the Act) (see 42 U.S.C. 11302, et seq., and 24 CFR Parts 91 and 576).

D. **Use of Funds**

1. Funds will be used to provide support services and operations of Homeless Emergency Shelter facilities; such as providing support services for homeless clients utilizing National Guard Armories and alternate sites within Orange County during the Program by providing shelter, staff,

transportation, security, meals, insurance, equipment and supplies, and other related operating costs and expanded supportive services.

2. Funds may also be used to provide rapid re-housing assistance to support Armory Program and to assist eligible participants, as defined under the Act, with eligible activities that may include but are not limited to housing search and placement assistance, housing stability case management, utilities assistance, and short and medium-term rental assistance.
3. The County of Orange OC Community Services proposes to continue to administer and support the Armory Emergency Shelter Program utilizing a variety of federal, State and local funding sources. However, during the contract term, COUNTY has the right to shift remaining balance of funds if it is determined that an established year-round low demand emergency shelter within Orange County is suitable for homeless clients rather than the Armory Emergency Shelter.

E. Accomplishments

OPERATOR level of accomplishments is based on preliminary figures which may be increased and/or decreased based on ability to obtain and secure additional funding dollars and on possible increase and/or decrease in use of alternate site locations. Alternate site locations have historically resulted in increased cost while decreasing unduplicated client and bed night count.

In addition to the normal administrative services required as part of the CONTRACT, and the SCOPE OF SERVICES, which is incorporated as if fully set herein, the OPERATOR agrees to meet the following levels of accomplishments:

Level of Accomplishment

Up to 183 days of Shelter Operation

F. HMIS Data Activities

OPERATOR must enter data directly into the HMIS system, and adhere to all implementation guidelines developed under the County of Orange Continuum of Care's HMIS. "Participation" includes, but is not limited to, the input of all

programmatic and client data, the generation of all mandated monthly and close-out reports. OPERATOR must input the collected data no more than seven (7) calendar days after date of program entry. Services rendered to clients must be entered into HMIS within seven (7) calendars days from date of service. All clients who exit from Program must have updated status in HMIS with seven (7) calendar days of the actual exit date.

G. Reporting

OPERATOR is required to submit monthly Grantee Performance Report (GPR) reports in a form acceptable to COUNTY by the tenth (10) day of the following month of services rendered, unless otherwise approved by COUNTY. These reports shall include, but are not limited to, client data and units of services. OPERATOR will also be required to enter the data in the COUNTY designated database system, Homeless Management Information System (HMIS) prior to approval of monthly invoices. HMIS data will be specific to the Armory Emergency Shelter Program.

H. Performance

The following "Performance Threshold" criteria shall be used to assess the level of performance of the OPERATOR. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the following performance criteria, the OPERATOR must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that OPERATOR has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the DIRECTOR.

For a ____-Operational Day Program the following minimum criteria must be achieved.

<u>Milestone Date</u>	<u>Minimum Accomplishment Thresholds</u>
30 days after first day of shelter operation -	35% of Proposed Accomplishments Met

60 days after first day of shelter operation -	50% of Proposed Accomplishments Met
90 days after first day of shelter operation -	60% of Proposed Accomplishments Met
120 days after first day of shelter operation -	80% of Proposed Accomplishments Met
157 days after first day of shelter operation -	100% of Proposed Accomplishments Met

Failure to achieve at least one of the aforementioned Minimum Accomplishment Threshold Milestones may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will negatively affect future funding to OPERATOR.

2. **Description of Program**

The County's Armory Emergency Shelter Program is to provide homeless individuals with temporary low demand 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 Armory Emergency Shelter Program from approximately October through April depending upon funding secured by OPERATOR and allocated to Program to address the basic shelter and services needs of the homeless.

3. **Description of Services/OPERATOR Responsibilities**

The operating philosophy of the Armory Emergency Shelter 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 (October through April) and/or as funding is available to support program operation. To achieve this goal, the OPERATOR is responsible to make every effort to secure funding sources to operate a ___ operational day Armory Emergency Shelter Program.

Historically, homeless service providers under the Armory Emergency Shelter Program have utilized the California National Guard Armories in Santa Ana and Fullerton. Tasks to be performed by the OPERATOR include the following, but are not limited to: The OPERATOR will comply with shelter requirements as follows and will provide site management and administrative management of the emergency shelters for the homeless at a minimum of 2 (two) California National Guard Armories located at 612 East Warner, Santa Ana and at 400 South Brookhurst Road, Fullerton or the availability of other suitable sites in Orange County. 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 Guard.

It is critical to the success of the Armory Emergency Shelter Program that the OPERATOR builds supportive relationships with local agencies, law enforcement and the community in order address community concerns and impacts through a Good Neighbor Plan as set forth in Attachment ___ attached hereto and incorporated herein by reference.

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

A. Shelter Requirements

OPERATOR 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 shortest side of each bed/mat. Shelters must avoid overcrowding.
7. Each client must be provided, at a minimum, with a bed/mat and blanket.
8. Beds/mats 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 for vouchers to a hotel/motel based on funding availability.
11. Individuals seeking shelter and/or services beyond the program parameters and means will be directed to the most appropriate resources available.

B. Site Management Tasks

OPERATOR will:

1. Provide supervision of the homeless clients including registration and the scheduling of meals, showers, and other personal services as needed. The OPERATOR 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 direct 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. A private security company paid for by the OPERATOR 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, organizing 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 locked 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 and site Managers with copies of log of activities and incident reports submitted to COUNTY. Total number of volunteers assisting the staff should be noted.

C. Administrative Management Tasks

OPERATOR will:

1. Work in partnership with the County of Orange/OC Community Services, the COUNTY's Homeless Prevention Division to develop and implement a "Good Neighbor Plan". The plan should include the local community in order to address community concerns and impacts to the Good Neighbor Plan. The Plan should also include, but not be limited to, informing the public about the positive aspects of the program, being responsive to community concerns, and working closely with city/local government to minimize the impact of the program on the surrounding neighborhood.
2. Develop and submit a Staff Responsibility Matrix including volunteer monitoring, referral service, staff coordination, etc. as set forth in Attachments ___ and ___, attached hereto and incorporated herein by reference.
3. Develop and submit a Social Services Program 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. as set forth in Attachment ___, attached hereto and incorporated herein by reference.

4. Develop and submit an In-Kind Contribution Plan in obtaining sponsor organizations to donate services and supplies to leverage federal, State and COUNTY resources, as set forth in Attachment ____, attached hereto and incorporated herein by reference.
5. 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 OC Community Services Operating Reserve funds, County local funds, Federal Community Development Grant Funds and Federal Emergency Solutions Grant Funds, as available, as set forth in Attachment ____, attached hereto and incorporated herein by reference.
6. Develop and submit a Volunteer Management Plan to include a plan for the recruitment, training, and management of volunteers for the program, as set forth in Attachment ____, attached hereto and incorporated herein by reference.
7. Develop and submit an Alternate Site Management Plan to include a plan for managing the alternate sites if the armory facilities are dark due to military deployment and training. The plan should include how adequate, consistent notification will be provided, as set forth in paragraph 5.A.12.C6, below and Attachment ____, attached hereto and incorporated herein by reference.
8. Develop and submit a 24/7 Site Management Plan (24 hours per day, 7 days a week) for the Armory Emergency Shelter Program. The plan should include staffing, volunteers, meals, security, janitorial, support services, etc., as set forth in Attachment ____, attached hereto and incorporated herein by reference.
9. Develop and submit program policies and procedures (include in Program Documentation Manual) as set forth in Attachment ____, attached hereto and incorporated herein by reference. The Policies & Procedures shall include enforcement procedures.
10. Recruit agencies, Social Services programs and volunteers to assist with program services. Efforts shall be coordinated with the OC Community

Services Program Manager and the COUNTY's Homeless Prevention Division, as set forth in paragraph 22 of Additional Terms and Conditions and Attachment ____, attached hereto and incorporated herein by reference.

11. Apply for appropriate grants to assist with the shelter expenses.
12. Be "on-call" to the COUNTY Program Manager for emergencies.
13. Establish provision for:
 - Meals
 - Janitorial services
 - Uniformed and licensed security services
 - Transportation
 - Laundry services
 - Telephones
 - Dumpster and trash pick-up
 - Showers, and
 - Support services
14. 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.
15. 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 OPERATOR. The OPERATOR 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 OPERATOR's responsibility to inventory, along with the COUNTY's Program Manager, 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 OPERATOR's responsibility to relocate the storage bins to and from the Armories at the beginning and ending of each Program Year.
16. Review all billings and assure payments of sub-OPERATORS.
17. Track program costs.

18. Assign volunteers to intake, food service, and clean-up chores.
19. Provide training to site OPERATORS, security personnel, community groups and volunteers, as needed and appropriate. National Guard will provide orientation on their rules for operation.
20. Schedule site management and security coverage for each site on each night of operation.
21. Complete weekly, monthly and an annual reports on activities, individuals served and costs of operation.
22. Arrange for completion and payment of all needed site repairs.
23. Inventory equipment and supplies at the beginning and end of shelter season.
24. Coordinate with National Guard, OC Community Services and community-based organizations, as necessary and appropriate.
25. Maintain site OPERATOR supplies and forms.
26. Comply with all California National Guard rules and regulations. Submit a statement acknowledging agreement to comply with Armory Emergency Shelter 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 OPERATOR. It is the OPERATOR's responsibility to either reach agreement with vendor or to make alternate arrangements for evening meal provision. In either case, cost for meal provision is borne by the OPERATOR. In lieu of the continental style breakfast, OPERATOR 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, including a

minimum of two licensed uniformed security officers at each site.

G. Transportation

The OPERATOR will provide transportation to and from the armories from specified pick-up/drop-off points coordinated with the cities of Anaheim, Fullerton and Santa Ana and other police departments or cities as may be appropriate or needed.

H. Laundry

Towels for use at each location/site. Showers, clean towels and the laundering of the towels shall be part of the services provided to the homeless. The OPERATOR will coordinate laundry service for the towels and blankets used at each site, each night in accordance with the provisions made by the OPERATOR. It is the OPERATOR's responsibility to work with a vendor to make arrangements to provide laundry services and/or delivery of towels and blankets to each location/site. OPERATOR shall bear the cost of providing laundry services and delivery.

I. Telephone

If needed, the OPERATOR will be authorized to install temporary phone lines at their own expense at each armory utilized for emergency 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. If OPERATOR determines cellular phones can be used in place of landline phones, the OPERATOR shall bear the cost of providing the cellular phones.

J. Dumpsters/Trash Pick-Up:

Secure a contract with the local disposal companies used by each armory (Santa Ana – Waste Management, Fullerton – M G Disposal Company) for delivery of two (2) 3-yard bins at each site for the period of program operation. Include additional trash pick-up days, supplementing the usual armory pick-up to five (5) to six (6) days a week (Monday through Saturday).

4. **Eligible Populations to be Served**

The Program must serve homeless people.

For the purposes of the Armory Emergency Shelter Program, a person/household 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 further defined in 24 CFR Part 576.2.

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

5. 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 Emergency Shelter Program 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 OPERATOR 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. OPERATOR will be required to enter into HMIS client data and units of services by 10th day of the following month of services rendered.
2. Procedures for the distribution of blankets and mats, and insuring that blankets and mats remain clean and free of parasitic infestations.

OPERATOR may contract with a vendor to clean and maintain the blankets. Upon completion of the Armory Emergency Shelter Program intake and assessment form each client will be provided with a blanket and mat. A towel is provided for showers. Each morning clients will gather and stack mats, blankets and towels prior to exit from the Armory.

3. OPERATOR's plan for providing security for clients, staff and client possessions. Licensed Security Services are provided at both facilities and alternate site locations. 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 locations include:
 - i. Crowd Control; and
 - ii. 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) security 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:
 - i. Managing waiting areas for clients after bus arrives;
 - ii. Insure the security of Armory and Fire Station parking lots;
 - iii. Insure that only staff and volunteer vehicles are parked at the facility unless previously approved by OPERATOR;
 - iv. Insure no use of drugs or alcohol on the property;
 - v. Maintain order among clients when they arrive on the property;
 - vi. Keep clients off the grass and rose bushes;
 - vii. Insure smoking is in assigned areas only and that smokers use pails;
 - viii. Patrol all outside areas around Armory, and windows and doors;
 - ix. Watch and/or walk volunteers and staff to and from their cars;

- x. 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; and
 - xi. Search all clients before they enter Armory. Any weapons must be tagged with client's name and kept in a locked box (accessible to Security 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:
- i. Assist with crowd control when calling up rows for dinner;
 - ii. Check bathrooms frequently for drugs, smokers, drinkers and/or inappropriate behavior;
 - iii. Patrol all areas every 30 minutes to maintain order; and
 - iv. Insure all clients, including women & children, are in correct sections.
4. OPERATOR volunteer recruitment, training and supervision plan.
In program year 2014-2015 there were 1,813 unduplicated volunteers serving over 7,862 hours for the Armory Emergency Shelter 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 OPERATOR shall place additional emphasis on Volunteer Recruitment activities listed within the Volunteer Management Plan as set forth in Attachment ____, attached hereto and incorporated herein by reference. The Volunteer Management Plan is divided into three parts:
- a. Volunteer Recruitment
 - i. Volunteers may be recruited through the continuum of care assessment groups, OC Partnership, OneOC, local church groups and other community-based resources.
 - b. Volunteer Orientation and Training

All new and returning volunteers will receive a copy of the Volunteer Information Sheet and other Armory Emergency Shelter Program orientation and information materials. OPERATOR's 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:

- i. Explain the job and its importance to overall operations.
- ii. Demonstrate how the job is done and provide helpful tips.
- iii. Observe while the volunteer performs the job; ask them to explain what they're doing and why.
- iv. 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. When possible, volunteers shall receive recognition awards and other recognitions.

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

The OPERATOR shall maintain current contracts for transportation services to and from the armories and alternate sites from specified pick-up/drop-off points coordinated with the cities of Anaheim, Fullerton, Santa Ana and other stakeholders as may be appropriate.

- 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 OPERATOR.
- c. A plan to ensure adherence to schedules will be developed based upon best practices for prior OPERATORS.
- 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 alternate

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. OPERATOR will coordinate with County Program Manager for community announcement.

e. Pick-up and drop-off points are typically located at public transportation transfer points.

6. OPERATOR 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 OPERATOR and/or sub-OPERATOR. OPERATOR or sub-OPERATOR to provide up to 175 – 200 evening meals at each of the two locations. The OPERATOR shall provide breakfast food including: milk, juice, muffin, fruit and other items directly. In lieu of the continental style breakfast, OPERATOR may provide clients with a “sack lunch” for consumption after the clients leave the shelter for the day. (See paragraph 3.D. of Scope of Services)

7. Steps taken by OPERATOR to provide services for people on the street who have difficulty accessing services.

OPERATOR acknowledges that not all of the needs of the clients can be met by their stay at the Armory. As a result, OPERATOR will collaborate with other social service agencies. It is the responsibility of OPERATOR 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. OPERATOR shall be 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 OPERATOR's Volunteer Coordinator to provide items of need to the clients, such as clothing, etc.

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

OPERATOR acknowledges that the intention of the Armory Emergency Shelter Program is to have the emergency needs of the homeless individuals and families be met. By staying at the emergency shelter for the night, the client is 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. OPERATOR staff will help facilitate the process. By networking with local congregations, volunteer groups and service groups, they will be able to provide emergency shelter clients with special needed items, such as socks, 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 connect with clients.

9. OPERATOR's 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 identified on attached Exhibit M.

10. Reporting

The Shelter OPERATOR and the California National 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 OPERATOR Shelter Supervisor.

11. OPERATOR's plan for partnering with medical or law enforcement in the event of an emergency.

With the nature of the population being served at the emergency shelter, 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 these sites will be provided with additional emergency contact numbers for the Santa Ana and Fullerton Police, Santa Ana Armory, Fullerton Armory, Security Company, Bus Company, Trash Disposal Company, County of Orange phone numbers and OPERATOR's senior staff. All staff and volunteers at the Emergency Shelter Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

12. OPERATOR's plan/policy/procedure for specific item/requirements identified above. Sections 3.A., 3.B. and 3.C. of the Scope of Services. Description of Services/OPERATOR's Responsibilities.

The following items/requirements are addressed and numbered as they appear within that section:

- A10. In addition to providing direct services to families and individuals for clothing, transportation and other basic necessities, many of the linkages established by OPERATOR should include partnerships with agencies who operate State Emergency Housing and Assistance Programs (EHAP), Federal Emergency Food and Shelter Program (EFSP), and Federal Emergency Shelter Grant (ESG)/Emergency Solutions Grant (ESG) 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 OPERATOR has a complete set of rules, in English and Spanish that are read by all new clients at registration/intake.
- B.7. The OPERATOR will coordinate with the COUNTY to develop an Incident Reporting Policy and Procedure prior to Armory operations. OPERATOR shall complete, maintain and submit at appropriate times, reports containing a Daily Summary Sheet and Incident Report 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 an In-Kind Contribution Plan. OPERATOR receives a substantial portion of its support from the community. As OPERATOR, OPERATOR shall contact all prior contributors to the Armory Emergency Shelter Program to solicit continued support.
- C.5. Creation of the Fund Development Plan to insure a funding stream for the Services offered in the Program.
- C.7. Upon notification of Armory "dark nights", the OPERATOR will implement an Alternate Site Management Plan including the following activities.
- I. 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/dark night dates. Timeline: upon OPERATOR's receipt of notification of Drill Night/dark night dates.
 - II. Contact community centers, churches and temples to determine availability of facilities able to house 150 - 200 homeless per site for any "dark nights." It is anticipated that the leaders with these communities will support and help to promote this effort.
 - III. 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 up to two weeks in advance of the week in which alternative dates occur.

IV. Contact, inform and coordinate the activities of all Armory Program sub-contractor's, staff and volunteers to ensure the proper and timely delivery of all Armory Emergency Shelter Program services at alternate sites.

C.11. The OPERATOR, shall utilizes the submission of grant proposals and RFP applications as an effective and successful development strategy for securing support for the operations of its program and services.

C.14. The OPERATOR will insure all insurance coverage requirements are fulfilled prior to the initial date of program operations.

C.23. The OPERATOR will conduct inventories of program supplies at the beginning and end of the program year.

C.26. The OPERATOR shall comply with all State of California National Guard rules and regulations.

6. **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 program schedule set forth herein. There shall be no charge to the OPERATOR for the following items:

All mutually agreed upon supplies for the shelter.

The County and OPERATOR will conduct an inventory at start-up and closing.

COUNTY Program Manager
OC Community Services
Homeless Prevention Division

LICENSE TO USE STATE MILITARY FACILITY

THIS AGREEMENT, made and entered into this ____ day of _____ 2015 by and between the Military Department, State of California, for the armory located at:

400 S. Brookhurst Fullerton, CA 92833
(Address) (City)

acting on behalf of the Adjutant General pursuant to Section 431 and 432 Military and Veterans Code, Military Department, State of California and

Orange County Community Services, Homeless Prevention Division, ATTN: Kelly Lupro, 300 S. Grand Avenue, (Bldg B), Santa Ana, CA 92705

(Name and Address of Licensee)

hereinafter called the **LICENSEE**:

WITNESSETH

That the MILITARY DEPARTMENT, STATE OF CALIFORNIA in consideration of the payment by the Licensee of the TOTAL LICENSE FEE per night of usage as 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 6:00 p.m. through 7:00 a.m., October 15, 2015 through April 15, 2016, 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 15301-15301.6 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 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:** \$440.00 / 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

Care Provider

Licensee Address and Phone Number

Care Provider Address and Phone Number

Approved: _____
Emergency Shelter Program Manager

CAL NG Form 210-29 (Aug 11)

Approved by the Attorney General

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 LOCAL SENIOR ARMORY SUPERVISOR.
3. That upon expiration of this license, LICENSEE will surrender to the MILITARY DEPARTMENT, STATE OF CALIFORNIA the premises with its appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof; Acts of God exempted.
4. That this agreement shall not be assigned or sublet, in whole or in part, without the written consent of the MILITARY DEPARTMENT, STATE OF CALIFORNIA.
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 MILITARY DEPARTMENT, STATE OF CALIFORNIA, for the use and occupation of State Facilities. Note: Some Facilities contracted for use are not ADA compliant due to the construction age of the facility.
8. That the MILITARY DEPARTMENT, STATE OF CALIFORNIA shall supply normal utilities for the use of said premises.
9. That the LICENSEE shall not permit any intoxicating beverage to be sold, offered for sale, stored, given away or otherwise disposed of or consumed in or on any part of said premises.
10. That the LICENSEE shall not permit any use of tobacco products in any part of said premises or within 20 feet of entrance/exit doorways; when permitted, smoking will be in a controlled area and under LICENSEE supervision.
11. That the LICENSEE shall indemnify and save harmless the MILITARY DEPARTMENT, STATE OF CALIFORNIA, 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 MILITARY DEPARTMENT, STATE OF CALIFORNIA, 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 this license shall not extend past the period of October 15 – April 15 unless expressly provided herein.
13. That the LICENSEE shall incur additional and increased costs for operating the Emergency Shelter Program at LICENSEE chosen armories for regionally declared emergencies.
14. ADDENDUM: Any attached addendum and provisions constitute a part of this license.

LICENSE TO USE STATE MILITARY FACILITY

THIS AGREEMENT, made and entered into this ____ day of _____ 2015 by and between the Military Department, State of California, for the armory located at:

612 E. Warner Santa Ana, CA 92707-2941
(Address) (City)

acting on behalf of the Adjutant General pursuant to Section 431 and 432 Military and Veterans Code, Military Department, State of California and

Orange County Community Services, Homeless Prevention Division, ATTN: Kelly Lupro, 1300 S. Grand Avenue (Bldg B), Santa Ana, CA 92705

(Name and Address of Licensee)

hereinafter called the **LICENSEE**:

WITNESSETH

That the **MILITARY DEPARTMENT, STATE OF CALIFORNIA** in consideration of the payment by the Licensee of the **TOTAL LICENSE FEE** per night of usage as 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 6:00 p.m. through 7:00 a.m., October 15, 2015 through April 15, 2016, 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 15301-15301.6 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 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:** \$440.00 / 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

Care Provider

Licensee Address and Phone Number

Care Provider Address and Phone Number

Approved: _____
Emergency Shelter Program Manager

CAL NG Form 210-29 (Aug 11)

Approved by the Attorney General

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 LOCAL SENIOR ARMORY SUPERVISOR.
3. That upon expiration of this license, LICENSEE will surrender to the MILITARY DEPARTMENT, STATE OF CALIFORNIA the premises with its appurtenances and fixtures in good order, condition, and repair, reasonable use and wear thereof; Acts of God exempted.
4. That this agreement shall not be assigned or sublet, in whole or in part, without the written consent of the MILITARY DEPARTMENT, STATE OF CALIFORNIA.
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 MILITARY DEPARTMENT, STATE OF CALIFORNIA, for the use and occupation of State Facilities. Note: Some Facilities contracted for use are not ADA compliant due to the construction age of the facility.
8. That the MILITARY DEPARTMENT, STATE OF CALIFORNIA shall supply normal utilities for the use of said premises.
9. That the LICENSEE shall not permit any intoxicating beverage to be sold, offered for sale, stored, given away or otherwise disposed of or consumed in or on any part of said premises.
10. That the LICENSEE shall not permit any use of tobacco products in any part of said premises or within 20 feet of entrance/exit doorways; when permitted, smoking will be in a controlled area and under LICENSEE supervision.
11. That the LICENSEE shall indemnify and save harmless the MILITARY DEPARTMENT, STATE OF CALIFORNIA, 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 MILITARY DEPARTMENT, STATE OF CALIFORNIA, 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 this license shall not extend past the period of October 15 – April 15 unless expressly provided herein.
13. That the LICENSEE shall incur additional and increased costs for operating the Emergency Shelter Program at LICENSEE chosen armories for regionally declared emergencies.
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 15301-15301.6, the armory will be available as a homeless shelter between October 15, 2015 and April 15, 2016.
2. Each day, the armory facility will be available for use as a homeless shelter between the hours of 6:00 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 and/or its representative Agency is responsible for the operation of the homeless shelter, but may provide on-site management through a non-profit organization.
5. The County/City and/or its representative Agency shall ensure the provision of security for the homeless shelter operation by employing a uniformed/easily identifiable 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 become necessary. Prior to leaving the armory they will advise the military armory supervisor, or in the case where one is not assigned, the provider will contact the Area Coordinator or Facilities and Engineering Department.
6. The County/City and/or its representative Agency 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 and/or its representative Agency, in this regard, the County/City and/or its representative Agency shall meet with the State of California, Military Department 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 armory is subject to unannounced periodic visits by staff members of the Emergency Shelter Program and/or the State of California, Facilities and Engineering staff for inspection, repair or maintenance as authorized by The Adjutant General during seasonal operations.
8. The County/City and/or its representative Agency shall ensure the provision of 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.

9. The County/City and/or its representative Agency 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.
10. The County Health Department shall provide periodic health screenings and consultation on issues pertaining to sanitation if requested.
11. The County/City and/or its representative Agency shall not allow the use of 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.
12. Funding will be the responsibility of each County/City and/or its representative Agency. Payment for armory rental is required no later than 30 days after receipt of invoice.
13. The County/City and/or its representative Agency 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.
14. The County/City and/or its representative Agency is a public entity, which is self-insured. The County/City and/or its representative Agency 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 and/or its representative Agency 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 \$440.00 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. The County/City and/or its representative Agency shall ensure that shelter clients demonstrate valid vehicle registration and insurance to be allowed to park their vehicle inside the Armory compound.
19. Pets of clients participating in services provided by the Shelter Program are prohibited, with the exception of registered service animals with current documentation.
20. The County/City and/or its representative Agency shall incur additional and increased costs for operating the Emergency Shelter Program at chosen armories for regionally declared emergencies.

21. 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 and Phone Number

Care Provider

Care Provider Address and Phone Number

Approved: _____
Emergency Shelter Program Manager

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 san 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

Printed Name and Phone number

Care Provider signature and date

Printed Name and Phone number

ESP Operations and date

Printed Name and Phone number

STEVE FRANKS
DIRECTOR
OC COMMUNITY RESOURCES

RYAN DRABEK
DIRECTOR
OC ANIMAL CARE

KAREN ROPER
DIRECTOR
OC COMMUNITY SERVICES

STACY BLACKWOOD
DIRECTOR
OC PARKS

HELEN FRIED
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

Fiscal Year 2015-16
FUNDING ALLOCATION POLICY and PROCESS

OC COMMUNITY SERVICES
KAREN ROPER, DIRECTOR

For the distribution of Federal and Local Funding for:

Public Facilities & Improvements
Housing Rehabilitation
Public Services

Public Review Draft: September 19, 2014 – October 21, 2014



OC Community Services
1300 S. GRAND, BLDG. B
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Introduction

Under Title I of the Housing and Community Development Act of 1974, as amended, Orange County meets the qualifications of an Urban County. Under Federal regulations, Urban Counties are eligible to receive and allocate Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) funds. OC Community Services acts as the lead agency for administrating each program, under the direction of the U.S. Department of Housing and Urban Development (HUD).

The FY 2015-16 Funding Allocation Policy and Process (FAPP) is a planning document that marks the first year of the FY 2015-19 Consolidated Plan (ConPlan). The primary purpose of the FAPP is to utilize priorities listed in the ConPlan to address local housing and community development needs with Federal and local resources in preparing the Annual Action Plan (AAP). The FY 2015-19 Citizen Participation Plan (CPP), Consolidated Plan (ConPlan) and Annual Action Plan (AAP) will be presented to Orange County Board of Supervisors at a Public Hearing on May 5, 2015.

The new FY 2015-19 ConPlan and Citizen Participation Plan are currently under development. Any changes in funding priorities to the previous FY 2010-14 ConPlan will be reflected in the FY 2015-16 Annual Action Plan and subsequent FAPP documents.

The FAPP also includes estimated funding goals for eligible housing, community development, and/or economic development activities; the process for distributing funding; funding priorities; funding exceptions; and overall requirements to be met when using Federal and local funds.

In order to qualify for funding under the CDBG, HOME or ESG program HUD uses 80 percent of the Area Median Income (AMI) to determine eligibility. Therefore, projects and activities must ensure that persons being served have incomes at or below 80 percent AMI.

In compliance with HUD regulations (CFR 91.105), OC Community Services provides a 30-day public review and comment period for the following documents: the FAPP, AAP, and any substantial amendments to the AAP.

I. Funding Allocation Policy

A. Urban County Program

The Orange County Urban County Program is comprised of eleven (11) cities with populations under 50,000 (participating cities), three (3) cities, Aliso Viejo, Placentia and Yorba Linda, with populations over 50,000 (metropolitan cities) and unincorporated areas of Orange County. The eleven (11) participating cities include Brea, Cypress, Dana Point, Laguna Beach, Laguna Hills, Laguna Woods, La Palma, Los Alamitos, Seal Beach, Stanton, and Villa Park. These cities are not eligible to receive Community Planning and Development (CPD) program funds directly from HUD and have opted to participate in the Urban County Program. The cities of Aliso Viejo, Placentia and Yorba Linda, with populations of over 50,000, are eligible to participate as an entitlement jurisdiction and have elected to join with the Urban County Program as metropolitan cities.

B. Types of Funding Available

The Urban County Program annually receives Federal and local funds to allocate to projects and activities that meet identified needs as stated in the Con Plan. The following types of funding are anticipated to be available during FY 2015-16:

Federal Funds

Community Development Block Grant (CDBG-14.218), Emergency Solutions Grant (ESG-14.231), Home Investment Partnership Program (HOME-14.239) and program income generated from repayments or other funding accrued and collected from previously funded CDBG and HOME projects.

Local Funds

Orange County Housing Authority Operating Reserves/Housing Support Services (HSS) Program, Housing Successor Agency and Strategic Priority Affordable Housing, if available.

C. Use of Funds

The Urban County Program allocates Federal and local funds to a variety of projects and activities including the development of housing (both permanent and rental), improvements to public facilities, acquisition of land, and public services. Table 1 (below) identifies those Federal and local funds allocated in years 1-5 of the FY 2010-14 Con Plan.

TABLE 1: FY 2010-14 FUNDING ALLOCATIONS						
Federal Program Funds	FY 2010-11 Year 1	FY 2011-12 Year 2	FY 2012-13 Year 3	FY 2013-14 Year 4	FY 2014-15 Year 5	Funding Totals
CDBG	\$ 4,365,598	\$ 3,635,618	\$ 3,007,051	\$ 3,069,555	\$ 3,042,788	\$ 17,120,610
HOME	\$ 1,734,317	\$ 1,522,759	\$ 927,060	\$ 900,382	\$ 954,654	\$ 6,039,172
ESG	\$ 165,631	\$ 257,711	\$ 293,594	\$ 219,373	\$ 249,367	\$ 1,185,676
Subtotal Federal Funds	\$ 6,265,546	\$ 5,416,088	\$ 4,227,705	\$ 4,189,310	\$4,246,809	\$ 24,345,458
Reprogrammed /PI Federal Funds/CDBG-R						
CDBG Program Income	\$ 144,000	\$ 240,736	\$ 100,000	\$ 70,000	200,000	\$ 754,736
CDBG Reprogrammed	\$ 1,134,053	\$ 607,795	\$ 557,821	\$ 66,429	493,293	\$ 2,859,391
CDBG-R (FY 2009 balance)	\$ 1,035,535	\$ 73,811	\$ 0	\$ -		\$ 1,109,346
ESG Reprogrammed	0	0	\$ 116,960	\$ -		\$ 116,960
HOME Program Income	\$ 172,000	\$ 140,000	\$ 200,000	\$ 200,000	200,000	\$ 912,000
Subtotal Reprogrammed Funds	\$ 2,485,588	\$ 1,062,342	\$ 974,781	\$ 336,429	893,293	\$ 5,752,433
Total Federal Funding	\$ 8,751,134	\$ 6,478,430	\$ 5,202,486	\$ 4,525,739	5,140,102	\$ 30,097,891
Other Funds						
15U Housing Funds/15B Funds	\$ 127,295	\$300,000	\$ 111,776	\$ 117,000	156,837	\$ 812,908
Total Federal Funds	\$ 8,878,429	\$ 6,778,430	\$ 5,314,262	\$ 4,642,739	5,296,939	\$ 30,910,799

Note* Table 1 includes the Metro City, City of Yorba Linda, in Years 1 and 2, and the reprogramming of federal funds from projects funded in prior years.

Other multiple funding sources are available to the County but not addressed in this planning document. Community development, housing, and economic development goals can be met with supplemental funds that are provided by the State, County and other Federal programs to leverage with the AAP Federal funds addressed in this plan from the following programs:

OC COMMUNITY SERVICES OTHER FUNDING						
	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	Funding
Recovery Act 2009 Funds						
HPRP (FY 2009 balance forward)	\$ 1,075,603	\$ 290,000				\$ 1,365,603
NSP (balance forward)	\$ 810,516	\$ 92,846	\$ 221,461			\$ 1,124,823
NSP 3 (balance forward)			\$ 775,074	\$ 229,874		\$ 1,004,948
Total Recovery Funds	\$ 1,886,119	\$ 382,846	\$ 996,535	\$ 229,874		\$ 3,495,374

Local Funds						
Redevelopment	\$ 7,500,000	\$13,216,089				\$20,716,089
Housing Successor Agency				\$14,903,990	\$ 850,000	\$ 15,753,990
Total Redevelopment/Housing Successor Funds	\$ 7,500,000	\$13,216,089		\$14,903,990	\$ 850,000	\$ 36,470,079
Total Other Funding:	\$ 9,386,119	\$ 13,598,935	\$ 996,535	\$15,133,864	\$ 850,000	\$ 39,965,453

*Stimulus Funds and Redevelopment funding were allocated under separate Board Action. Redevelopment funding was eliminated by the State FY 2012-13

D. Percentage of Allocation

Based on the need identified in the previous FY 2010-14 Con Plan, OC Community Services is estimating the percentage of funds to allocate toward each proposed activity for the FY 2015-16 AAP. The percentages identified in Table 2 (below) were derived from Tables 3, 4, 5, and 6 of the 5-Year Needs Assessment based by priority needs identified in the previous Con Plan as follows (these figures are subject to adjustment based on the development of the FY 2015-19 ConPlan):

- Table 3 - Housing Needs,
- Table 4 - Housing and Community Development Activities,
- Table 5 - Homeless Needs,
- Table 6 - Non-Homeless for Special Needs Populations including HOPWA.

TABLE 2: ESTIMATED FUNDING ALLOCATIONS PROPOSED FOR FY 2015-16	
	% Range
Affordable Housing * (Assumes all HOME funds including 15% Home CHDO mandate and funding for both affordable rental and homeownership)	22% - 29%
Housing Rehabilitation (CDBG)	15% - 25%
Public Facilities and Improvement (CDBG)	22% - 24%
Public Services (Includes Maximum CDBG limit of 15%, plus ESG, and local funding, if available)	18% - 22%
Percentage of Total Funding	100%

Source: OC Community Services

* Affordable Housing funding is distributed through a separate process.

Because the FAPP is a forward planning document, the allocation percentages listed in Table 2 may differ from actual dollars expended based on the number of applications received and funded. The percentages may change also based on final allocations of funds from HUD and calculation of any recaptured funds available from the prior fiscal years. If demand for one activity is under subscribed and funds are available to allocate to another eligible activity, which is oversubscribed, OC Community Services may recommend to the Orange County Board of Supervisors that funding percentages change to meet local needs.

Based on funding levels, not all projects that score the minimum 70 points required for consideration for funding may be recommended for preliminary funding. Those projects may be placed on a Wait List and will be considered for funding in the future should additional recaptured or reprogrammed dollars become available. However, due to limited resources OC Community Services may also recommend funding projects that were not funded to capacity prior to funding projects on the Wait List.

To avoid funding cuts, the County may utilize reprogrammed funds in FY 2015-16 to avoid cuts as funding is available and eligible.

E. Urban County Priorities

Priorities for the Urban County Program are established during the development of the Con Plan. The Con Plan identifies, within a five-year reporting period, Orange County's overall community development needs (i.e., Housing, Special Needs, and Housing and Community Developments Activities) for extremely low, low and moderate-income persons and households. Additionally, a major component of the Con Plan is the Strategic Plan that outlines Orange County's long-term goals and prioritizes its housing and non-housing needs. The Strategic Plan also presents a comprehensive approach to addressing homelessness through a Continuum of Care System (CoC).

To better understand local needs a comprehensive Housing and Community Development Needs Survey was distributed to residents living in participating jurisdictions in the Urban County Program by the following means:

- Made available and collected at community centers and public counters;
- Mailed to social service providers, unincorporated areas and city residents;
- Distributed at community meetings for input;
- Made available on the World Wide Web for general public input.
- Annually each Organization is responsible to conduct public hearings (City Council, Board of Supervisors, Non Profit Board Meetings, etc.) to gather public input on activities to fund/apply for.

In addition to resident surveys, interviews were also conducted with Participating Cities and Orange County staff as well as Non-Profit Service Providers to further understand local needs. The development of the FY 2015-19 ConPlan also includes a survey process.

Priority Ranking:

Based on the comprehensive Housing and Community Development Needs Survey, priority ranking was assigned to each category of need as follows:

- **High Priority:** Activities to address this need are expected to be funded with CPD funds during the five-year period.
- **Medium Priority:** If CPD funds are available, activities to address this need may be funded during the five-year period.
- **Low Priority:** The Urban County Program will not directly fund activities using CPD funds to address this need during the five-year period. However, the Urban County and participating cities may support applications for public assistance by other entities if such assistance is found to be consistent with the Con Plan.
- **No Such Need:** The Urban County Program finds there is no need for such activities or the need is already substantially addressed. The Urban County Program will not support applications for public assistance by other entities for activities where no such need has been identified.

For the purposes of allocating Federal and local resources overall priority will be given to projects that meet a "High" priority need.

Additional Priorities:

The following are examples of additional project and activity types that will be considered for funding although they did not appear on the Housing and Community Development Needs Assessment Survey.

- Homeless Services activities that are identified within the County's Ten-Year Plan to End Homelessness;
- Public Services projects filling the gap in the Homeless CoC which were not filled by SuperNOFA Homeless Assistance funding;
- Projects with a "Regional Benefit".
- Projects that fulfill federal Regulations or assist in achieving compliance with Federal law (e.g. Non Compliance with ADA) awarded bonus points.

Projects Considered Non-Priority projects:

The following is a list of projects and activity types that will not be given consideration for funding, as they are not a priority need.

- Projects that contain eligible activities not identified on the priority charts;
- Projects seeking funding for planning costs;
- Projects seeking funds for lead-based paint activity costs. These costs may be paid either through available rehabilitation funds or through funds received from other funding sources such as the Healthy-Homes, Lead-Based Paint Hazard Control Program.
- Improvements to streets/alleyways located outside of income-qualified census tracts.
- Projects involving the construction and installation of street signs.
- ADA improvements to buildings or portions thereof, which are used for the general conduct of government, that do not comply with 24 CFR570.200 (b) (1) and do not meet one of the three National Objectives of the CDBG Program.

Exemptions from the Funding Allocation Process:

In addition to priority and non-priority ranked projects, the Urban County Program also undertakes certain activities that are exempt from the competitive process:

- Administration – The Urban County Program utilizes a percentage of OC Community Services allocations to administer the CDBG, ESG and HOME programs.
- Orange County's obligations to specific community centers within the unincorporated areas.
- Orange County's, Emergency Shelter Program to receive Public Services CDBG/ESG funds (or other appropriate source of funds) allocations on a non-competitive basis.
- Orange County's Emergency Shelter Program, and other low-threshold emergency shelters located in participating cities to receive remaining CDBG Public Services funds (capped at 15% of total CDBG allocation, plus receipted Program Income) and ESG funds.

- Fair Housing and Equal Opportunity related activities as mandated by HUD.

Priority Activities

To better illustrate the Urban County's Priority Needs, the following tables from the previous Con Plan were included in this document:

Table 3 Housing Needs identifies the five-year housing priorities for renters and owners within the Urban County.

Table 4 Housing and Community Development Activities provides a summary of the Urban County's five-year community development priorities for the following types of activities: Public Facilities and Improvements, Public Services, Infrastructure, Economic Development, and Planning and Administration.

Tables 5 and 6 Homeless Needs and Non-Homeless for Special Needs Including HOPWA summarizes the Five-Year priorities for the Homeless and Non-Homeless Special Needs Population in the Urban County.

Consistency with the 24 CFR Part 91 - Consolidated Submission for Community Planning and Development Programs. In September 2014, OC Community Services notified the public and interested stakeholders that the Urban County Program was starting to develop the FY 2015-19 ConPlan and four (4) community workshops and three (3) focus groups were scheduled to encourage citizen involvement and solicit community input are schedule for the following dates:

Community Workshops:

Workshop 1 – Anaheim Independencia Community Center, Anaheim Tuesday, September 23, 2014 6:00 pm - 8:00 pm	Workshop 2 – El Modena Community Center, Orange Wednesday, September 24, 2014 6:00 pm - 8:00 pm
Workshop 3 – Midway City Community Center, Midway City Wednesday, October 1, 2014 6:00 pm – 8:00 pm	Workshop 4 – Laguna Woods City Hall Council Chamber, Laguna Woods Monday, October 6, 2014 1:30 pm – 3:30 pm

Focus Groups

Workshop 1 Laguna Woods City Hall, Laguna Woods Tuesday, August 26, 2014 10:00 am – 12:00 pm	Workshop 2 County of Orange – 1300 S. Grand Building B, Santa Ana Monday, September 8, 2014 1:30 pm – 3:30 pm	Workshop 3 Thursday, November 6, 2014 Covenant Presbyterian Church Orange 9:00 am – 11:00 am
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A public notice will be released no later than March 2015 in three different languages, English, Spanish and Vietnamese and will be published in *The OC Register*, *Viet Bao*, and *Unidos*. The Urban County Program is conducting an online survey for any interested participant/stakeholder within the jurisdiction.

Orange County's Consultant will tabulate the result of the surveys and input received from the community workshops and focus groups and will enter the information into HUD's e-Con Planning Suite. The following are summary tables that contain the priorities identified in the previous FY 2010-14 ConPlan. These priorities are in the process of being updated for the FY 2015-19 ConPlan.

TABLE 3: HOUSING NEEDS – URBAN COUNTY Housing Needs Table (<=30% MFI)			Priority Need	
Household Income < =30% MFI	Renter	Elderly	Any housing problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	M
		Small Related	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	M
		Large Related	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	M
		All other hsholds	With Any Housing Problems	M
			Cost Burden > 30%	M
			Cost Burden >50%	M
	Owner	Elderly	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	M
		Small Related	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	M
		Large Related	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	M
		All other hsholds	With Any Housing Problems	M
			Cost Burden > 30%	M
			Cost Burden >50%	M

TABLE 3: HOUSING NEEDS – URBAN COUNTY			Priority Need	
Housing Needs Table (>30 to <= 50% MFI)				
Household Income > 30 to <= 50% MFI	Renter	Elderly	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	M
		Small Related	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	M
		Large Related	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	M
		All other	NUMBER OF HOUSEHOLDS	
			With Any Housing Problems	H
			Cost Burden > 30%	M
	Owner	Elderly	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	M
		Small Related	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	H
		Large Related	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	H
		All other	With Any Housing Problems	M
			Cost Burden > 30%	M
			Cost Burden >50%	M

TABLE 3: HOUSING NEEDS – URBAN COUNTY Housing Needs Table (>50 to <80% MFI)			Priority Need	
Household Income >50 to <=80% MFI	Renter	Elderly	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	M
		Small Related	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	M
		Large Related	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	M
		All other	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	M
	Owner	Elderly	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	M
		Small Related	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	H
		Large Related	With Any Housing Problems	H
			Cost Burden > 30%	M
			Cost Burden >50%	H
		All other	With Any Housing Problems	M
			Cost Burden > 30%	M
			Cost Burden >50%	M

TABLE 4: HOUSING AND COMMUNITY DEVELOPMENT ACTIVITIES		Priority Need
	01 Acquisition of Real Property 570.201(a)	H
	02 Disposition 570.201(b)	M
Public Facilities and Improvements	03 Public Facilities and Improvements (General) 570.201(c)	M
	03A Senior Centers 570.201(c)	H
	03B Handicapped Centers 570.201(c)	M
	03C Homeless Facilities (not operating costs) 570.201(c)	H
	03D Youth Centers 570.201(c)	M
	03E Neighborhood Facilities 570.201(c)	H
	03F Parks, Recreational Facilities 570.201(c)	M
	03G Parking Facilities 570.201(c)	M
	03H Solid Waste Disposal Improvements 570.201(c)	M
	03I Flood Drain Improvements 570.201(c)	H
	03J Water/Sewer Improvements 570.201(c)	H
	03K Street Improvements 570.201(c)	H
	03L Sidewalks 570.201(c)	H
	03M Child Care Centers 570.201(c)	M
	03N Tree Planting 570.201(c)	M
	03O Fire Stations/Equipment 570.201(c)	M
	03P Health Facilities 570.201(c)	M
	03Q Abused and Neglected Children Facilities 570.201(c)	M
	03R Asbestos Removal 570.201(c)	L
	03S Facilities for AIDS Patients (not operating costs) 570.201(c)	M
03T Operating Costs of Homeless/AIDS Patients Programs	H	
	04 Clearance and Demolition 570.201(d)	L
	04A Clean-up of Contaminated Sites 570.201(d)	L
Public Services	05 Public Services (General) 570.201(e)	H
	05A Senior Services 570.201(e)	H
	05B Handicapped Services 570.201(e)	M
	05C Legal Services 570.201(E)	M
	05D Youth Services 570.201(e)	M
	05E Transportation Services 570.201(e)	M
	05F Substance Abuse Services 570.201(e)	M
	05G Battered and Abused Spouses 570.201(e)	M
	05H Employment Training 570.201(e)	M
	05I Crime Awareness 570.201(e)	M
	05J Fair Housing Activities (if CDBG, then subject to 570.201(e))	M
	05K Tenant/Landlord Counseling 570.201(e)	M
	05L Child Care Services 570.201(e)	M
	05M Health Services 570.201(e)	M
	05N Abused and Neglected Children 570.201(e)	M
	05O Mental Health Services 570.201(e)	M
	05P Screening for Lead-Based Paint/Lead Hazards Poison 570.201(e)	M
	05Q Subsistence Payments 570.204	L
	05R Homeownership Assistance (not direct) 570.204	M
	05S Rental Housing Subsidies (if HOME, not part of 5% 570.204)	M
05T Security Deposits (if HOME, not part of 5% Admin c)	M	

TABLE 4: HOUSING AND COMMUNITY DEVELOPMENT ACTIVITIES		Priority Need	
	06 Interim Assistance 570.201(f)	L	
	07 Urban Renewal Completion 570.201(h)	L	
	08 Relocation 570.201(i)	M	
	09 Loss of Rental Income 570.201(j)	L	
	10 Removal of Architectural Barriers 570.201(k)	M	
	11 Privately Owned Utilities 570.201(l)	L	
	12 Construction of Housing 570.201(m)	H	
	13 Direct Homeownership Assistance 570.201(n)	H	
REHAB	14A Rehab; Single-Unit Residential 570.202	H	
	14B Rehab; Multi-Unit Residential 570.202	H	
	14C Public Housing Modernization 570.202	N	
	14D Rehab; Other Publicly-Owned Residential Buildings 570.202	M	
	14E Rehab; Publicly or Privately-Owned Commercial/Indu 570.202	M	
	14F Energy Efficiency Improvements 570.202	M	
	14G Acquisition - for Rehabilitation 570.202	M	
	14H Rehabilitation Administration 570.202	M	
	14I Lead-Based/Lead Hazard Test/Abate 570.202	M	
	15 Code Enforcement 570.202(c)	M	
	16A Residential Historic Preservation 570.202(d)	M	
	16B Non-Residential Historic Preservation 570.202(d)	M	
CI	17A CI Land Acquisition/Disposition 570.203(a)	M	
	17B CI Infrastructure Development 570.203(a)	M	
	17C CI Building Acquisition, Construction, Rehabilitation 570.203(a)	M	
	17D Other Commercial/Industrial Improvements 570.203(a)	M	
	ED	18A ED Direct Financial Assistance to For-Profits 570.203(b)	M
		18B ED Technical Assistance 570.203(b)	M
		18C Micro-Enterprise Assistance	M
	CDBG	19A HOME Admin/Planning Costs of PJ (not part of 5% Ad	M
		19B HOME CHDO Operating Costs (not part of 5% Admin ca	M
		19C CDBG Non-profit Organization Capacity Building	M
19D CDBG Assistance to Institutes of Higher Education		L	
19E CDBG Operation and Repair of Foreclosed Property		M	
19F Planned Repayment of Section 108 Loan Principal		M	
19G Unplanned Repayment of Section 108 Loan Principal		M	
19H State CDBG Technical Assistance to Grantees		L	
20 Planning 570.205		M	
ADM		21A General Program Administration 570.206	H
	21B Indirect Costs 570.206	M	
	21D Fair Housing Activities (subject to 20% Admin cap) 570.206	H	
	21E Submissions or Applications for Federal Programs 570.206	M	
	21F HOME Rental Subsidy Payments (subject to 5% cap)	M	
	21G HOME Security Deposits (subject to 5% cap)	M	
	21H HOME Admin/Planning Costs of PJ (subject to 5% cap)	M	
	21I HOME CHDO Operating Expenses (subject to 5% cap)	M	

TABLE 5: HOMELESS NEEDS INCLUDING HOPWA*		Priority Need
Homeless Needs Table: Individuals		
Beds	Emergency Shelters	H
	Transitional Housing	H
	Permanent Supportive Housing	H
	Total	H
Chronically Homeless		H
Homeless Needs Table: Families		Priority Need
Beds	Emergency Shelters	H
	Transitional Housing	H
	Permanent Supportive Housing	H
	Total	H

TABLE 6: NON-HOMELESS SPECIAL NEEDS INCLUDING HOPWA*		Priority Need
Housing Needed	Elderly	H
	Frail Elderly	H
	Persons w/ Severe Mental Illness	M
	Developmentally Disabled	M
	Physically Disabled	M
	Alcohol/Other Drug Addicted	M
	Persons w/ HIV/AIDS & their families *	M
	Public Housing Residents	L
Supportive Services Needed	Elderly	H
	Frail Elderly	H
	Persons w/ Severe Mental Illness	M
	Developmentally Disabled	M
	Physically Disabled	M
	Alcohol/Other Drug Addicted	M
	Persons w/ HIV/AIDS & their families*	M
	Public Housing Residents	L

*Orange County does not receive HOPWA funds. The City of Santa Ana is the recipient of HOPWA funds on behalf of all Orange County jurisdictions and administers the program.

Unmet Needs

Table 7 shows the funds for the previous FY 2010-14 Con Plan period, the funds actually allocated in each Fiscal Year, and the difference (funds needed).

TABLE 7: FY 2010-14 FEDERAL FUNDS ALLOCATION FOR HIGH PRIORITY NEEDS							
Activities Needs and Priorities	5 Year Plan	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2010-14
		Year 1	Year 2	Year 3	Year 4	Year 5	Funds Still Needed
HOUSING (Rental/Owner)	\$ 13,628,425	\$ 3,335,143	\$ 3,079,686	\$ 1,883,114	\$ 1,089,640	\$ 2,613,574	\$ 1,627,268
Infrastructure	\$ 7,932,357	\$ 2,445,693	\$ 1,822,388	\$ 951,000	\$ 972,000	\$ 1,026,720	\$ 714,556
Public Services	\$ 3,283,088	\$ 803,795	\$ 738,139	\$ 995,286	\$ 490,433	\$ 486,418	\$ (230,983)
Totals	\$24,843,870	\$6,584,631	\$5 ,640,213	\$ 3,829,400	\$ 2,552,073	\$ 4,126,712	\$ 2,110,841

A new Unmet Needs table will be created based on the estimates for funding projected under the new FY 2015-19 ConPlan.

II. Funding Allocation Process**A. Non-competitive Funding Process:**

In addition to priority and non-priority ranked projects, the Urban County Program also undertakes certain activities that are exempt from the competitive process:

- Administration – The Urban County Program utilizes a percentage of OC Community Services allocations to administer the CDBG, ESG and HOME programs.
- Orange County's obligations to specific community centers within the unincorporated areas.
- Orange County's, Emergency Shelter Program to receive CDBG/ESG funds (or other appropriate source of funds) allocations on a non-competitive basis.
- Orange County's Emergency Shelter Program, and other low-threshold emergency shelters located in participating cities to receive remaining CDBG Public Services funds (capped at 15% of total CDBG allocation, plus receipted Program Income) and ESG funds.
- Fair Housing and Equal Opportunity related activities as mandated by HUD.

B. Competitive Funding Process

The Urban County Program utilizes a competitive Request for Proposal (RFP) process to distribute both Federal and local funds. The following activities are funded through this competitive process

- Housing Rehabilitation (3 year multi-year funding cycle)
- Public Facilities and Improvements (Annual RFP)
- RFP for FY 2015-16 Housing Rehabilitation and Public Facilities & Improvements funding anticipated for release in December 2014
- Public Service activities are exempt (no RFP)

➤ **Application Review Committee (ARC)**

The Application Review Committee (ARC) is the evaluating body for all applications submitted in response to the Urban County Program's competitive RFP process. The ARC is comprised of one evaluation committee for Public Facilities and Improvements and Housing Rehabilitation. The Committee may be comprised of H&CD Commission members, community representatives, and other individuals knowledgeable about community development, community services, and housing activities.

➤ **Multi-Year Funding Process**

Public Services and Housing Rehabilitation

As in prior years, OC Community Services recommends that successful Public Services and Housing Rehabilitation projects be funded on a 3-year funding cycle. Additionally, funding awards for Housing Rehabilitation per organization cannot exceed 35% of the funding available for this activity.

Projects that are recommended to receive funds as the result of the funding in Year 1 (FY 2015-16) may receive funds in Year 2 (FY 2016-17) and/or Year 3 (FY 2017-18), provided the organization successfully meets the following criteria:

- Project remains in compliance with contractual milestones
 - All projects must expend 50% of their contractual funds and complete 50% of their contractual accomplishments by January 15, of the contract year; 70% by March 15, of the contract year; and 80% by April 15, of the contract year.
 - All Public Service projects that serve homeless populations are required to participate in the County's Homeless Management Information System (HMIS). For information regarding HMIS please contact 2-1-1 OC at: (714) 288-4007, or hmis-helpdesk@211oc.org.
 - Exceptions to these requirements include: contracts that expend their funding later in the fiscal year (i.e., emergency shelters), recommendation of ARC, exemption from OC Community Services Director, and delays due to HUD or OC Community Services administration of contracts.
 - Project continues to meet the priority status for which it was funded in Year 1.
 - Project continues to leverage funds with other sources.
 - All project accomplishments must be correctly reported on the Grantee Performance Report (GPR) and/or other documentation as described in current year contract.
 - Project must receive a successful assessment of performance and progress from OC Community Services staff.
 - Organizations that receive an unsuccessful assessment of performance will be reviewed and reevaluated by the ARC for future funding consideration.

Projects meeting the January 15th contract year milestone will be included in the current year draft Annual Action Plan; however, projects that fail to meet this deadline may be removed from the draft

Annual Action Plan prior to its presentation to the Orange County Board of Supervisors at the public hearing.

➤ **Public Facilities and Improvements (PF&I) Funding**

As in prior years, Public Facilities and Improvements (PF&I) applications must compete in an annual competitive RFP process. Jurisdictions may only submit one application. The ARC will convene and evaluate applications for PF&I, based on the following criteria:

- Project must meet a **high** priority status;
- Only one (1) PF&I application per jurisdiction from the Urban County program participants. The Orange County Urban County Program is comprised of eleven (11) cities with populations under 50,000 (participating cities) and three (3) cities with populations over 50,000 (metropolitan cities). The 11 participating cities include Brea, Cypress, Dana Point, Laguna Beach, Laguna Hills, Laguna Woods, La Palma, Los Alamitos, Seal Beach, Stanton, and Villa Park. The three (3) metropolitan (metro) cities, Aliso Viejo, Placentia and Yorba Linda determine their own allocations of funding and activities. All activities must be eligible and meet national objective.
- Project application must pass the initial threshold review and technical eligibility as determined by OC Community Services staff;
- Project must undergo a quality review and evaluation conducted by the ARC;

ARC will score all applications consistent with the Request for Proposal (RFP) guidelines.

C. Proposal Review Process and Key Policies

In order to ensure integrity and reliability, the proposal review process is applied to each application on a consistent basis. In addition, maximum flexibility has been built into the proposal review process in order to ensure that Federal and local resources are available to assist the County in meeting its Community Development needs. Although OC Community Services staff does not participate in ARC's proposal review process, staff is available to provide any needed technical support.

1. Proposal Review Process

All proposals will be reviewed utilizing the following six (6) steps:

1. Initial threshold review of all proposals submitted based on eligibility requirements established by HUD.
2. After threshold review applications are forwarded to ARC for review, scoring, and ranking, consistent with the RFP guidelines.
3. Applicants deemed as unsuccessful by ARC are afforded the opportunity to protest following the Contract Policy Manual for procurement.
4. After addressing any protests Contract Development and Management (CDM) provides a list of proposals recommended for funding to Community Development Manager.
5. Projects recommended for funding are compiled and presented to the public for comment in the draft Annual Action Plan and later to the Orange County Board of Supervisors for approval and direction.
6. Projects are preliminarily awarded funding until final approval from HUD.

2. Key Policies

Renewal Applicants- Those applicants having been under contract with OC Community Services within the past 3 years.

- OC Community Services staff shall review project performance from projects within the past 3 years.
- Renewal evaluations will focus on, but will not be limited to, subrecipient compliance with contractual obligations and meeting scheduled accomplishments as reported on the current year's Grantee Performance Report (GPR).

New Applicants- Applicants having **not** been under contract with OC Community Services within the past 3 years.

- Applicants must pass a site visit conducted by OC Community Services staff.
- Applicants must provide copies of any performance reports required by other funding organizations as a condition of funding.
- Applicant must have been in operation and been performing the activity proposed in their proposal for a minimum of one year from the date of submitting the application.

Activity Specific Policies- the following requirements apply to all Public Services, Housing Rehabilitation and Public Facilities and Improvements projects and activities.

➤ Public Services and Housing Rehabilitation

- All projects and activities providing services to homeless individuals and/or families are required to be an active participant in the Homeless Management Information System (HMIS).
- Maintain \$200,000 maximum funding amount for Housing Rehabilitation; but allow applicants to request more than 35% of the total funding available, however, limit awards to no more than 35% of the total funds available.

➤ Public Facilities and Improvements (PF&I)

- Only one (1) PF&I application per jurisdiction from the Urban County program participants. the Orange County Urban County Program is comprised of eleven (11) cities with populations under 50,000 (participating cities) and three (3) cities with populations over 50,000 (metropolitan cities). The eleven (11) participating cities include Brea, Cypress, Dana Point, Laguna Beach, Laguna Hills, Laguna Woods, La Palma, Los Alamitos, Seal Beach, Stanton, and Villa Park.
- Two Tier Funding:
 - Projects with no matching funds can apply for up to \$150,000.
 - Projects with a 20% match can apply for up to \$350,000.
- Bonus Points:
 - Projects with a "Regional Benefit" awarded bonus points or,
 - Projects that serve the homeless and are consistent with the County's "Ten Year Plan to End Homelessness" awarded bonus points or,

- Projects that fulfill federal Regulations or assist in achieving compliance with Federal law (e.g. Non Compliance with ADA) awarded bonus points.
- Projects cannot receive points in more than one additional bonus category (e.g. regional benefit, serving the homeless and are consistent with the County's "Ten Year Plan to End Homelessness", or fulfill federal Regulations or assist in achieving compliance with Federal law (e.g. Non Compliance with ADA).

Minimum Application Requirement

- A minimum application grant amount (based on available funding) is established at \$15,000 per year for all activities.
- Maximum **one** PF&I application per City jurisdiction will be accepted.
- Projects must meet a national objective as identified by HUD Regulations Criteria for National Objectives (24 CFR 570.208).
- Depending on funding source, the proposed activity must be eligible as defined by HUD Regulations under Basic Eligible Activities (24 CFR 570.201)
- The population to be served or to benefit from the project must principally be low to moderate-income as defined by HUD.
- If the applicant is a current or past recipient of assistance under a HUD McKinney Act program (i.e., SuperNOFA) or the HUD Single Family Property Disposition Program, there must be no project or construction delay, HUD finding, outstanding Annual Progress Report (APR), or outstanding audit that HUD deems serious regarding the administration of HUD McKinney Act programs or the HUD Single Family Property Disposition Program.
- Applicant must submit a copy of the organization's most recent audit (within the last two years) by an independent certified CPA and a description of corrective action taken for any findings identified by the auditor, both of which will be reviewed by the OC Community Services Accounting Manager or designated staff.
- The applicant must be in compliance with applicable civil rights laws and Executive Orders. There must be no pending civil rights suits, outstanding findings, of noncompliance with civil rights statues, Executives Orders, or regulations, unresolved Secretary (Secretary of the U.S. Department of Housing and urban Development) charge of discrimination issued under the Fair Housing Act, no adjudications of civil rights violations on a civil action or deferral of processing of applications from the applicant imposed by HUD.

D. Substantial Amendments to Projects

1. Substantial Amendment

From time-to-time, it may be necessary for the County to process a "substantial amendment" to the Five Year Consolidated Plan or the One Year Annual Action Plans to allow for new CDBG, ESG, HOME or local-funded activities, modification of existing activities; or other CPD program administrative actions.

Any proposed amendment that is considered a "substantial amendment" is subject to the Citizen Participation process, requires formal action by the Board of Supervisors, and approval by HUD. A thirty (30) day public notice is published to provide the opportunity for the public to review

and comment on the proposed substantial amendments. The County will consider all comments or views received from the public concerning proposed substantial amendments in accordance with 24 CFR 91.105 (c)(3). A summary of these comments and views, including comments or views not accepted (and the reason why) shall be attached to the substantial amendment.

The County of Orange is required by HUD [24 CFR 91.505 (b)] to identify the criteria to be used in determining if a proposed action will be considered a *Substantial Amendment*. The following criteria will be used by the County – if any one criterion applies, a substantial amendment will be required:

1. A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;
2. When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries differ significantly from the original activity's purpose, scope, or beneficiaries; or
3. An increase in the amount of Federal Community Planning Development and/or local funds allocated to an existing activity when the following apply:
 - a. An increase in funding for a public service activity in an amount greater than a 50% increase over the current funded amount.
 - b. An increase in the funding for public facility improvements/housing rehabilitation in an amount greater than a 50% increase over the current funded amount.

In an effort to efficiently utilize CDBG funds within the time frames required by HUD, the County will consider the reprogramming of unspent CDBG balances from completed and cancelled CDBG-funded activities to other eligible activities as a "Non-Substantial Amendment". In the event that any of these "administrative" reprogramming actions fall under the "substantial amendment" criteria, the proposed actions are subject to the Citizen Participation process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.

The County will maintain and provide for public review a Reprogramming Action File that provides details for every reprogramming action (Substantial and Non-Substantial) taking place during the program year.

E. Program Income

Successful applicants will be required to comply with regulations set forth in 24 CFR 570.504, as well as all applicable State and Orange County regulations when reporting Program Income. Program Income is considered as funds generated by the successful applicant as a result of receiving Federal and or local funds provided in a contract with Orange County.

All Program Income accrued shall be returned to Orange County on a quarterly basis prior to the successful applicant receiving any reimbursement from grant funds provided in their contract with Orange County. By July 15, of the contract year successful applicants shall complete and submit a Year-End Program Income letter, indicating the total amount of Program Income returned to Orange County.

F. Affordable Housing

Activities associated with affordable housing such as new housing construction/acquisition project proposals, rental housing, single-family acquisition/rehabilitation, homeownership and tenant based rental assistance will be approved separately and presented to the Board of Supervisors. If the

County selects to do homeownership activity, it will be pursuant to the FY 2015-19 Con Plan recapture policy.

G. Performance Measurements

Consistent with Federal Guidelines as referenced in Federal Register Notice, Vol. 70, No. 111, dated June 10, 2005 and Notice; March 7, 2006 update, OC Community Services developed a performance measurement system that identifies standardized objectives and outcomes for proposed activities, that can be reported at a national level. March 7, 2006 HUD updated guidelines. The following chart provides a brief outline of OC Community Services performance measurement system as recommended by HUD.

Table 8: PERFORMANCE OUTCOME MEASUREMENT SYSTEM

Step 1: Assess Needs and Select Goals

Step 2: Select Objectives with Outcomes

Availability/Accessibility	Affordability	Sustainability
Enhance Suitable Living Environment Through New/Improved Accessibility Create Decent Housing with New/Improved Availability Promote Economic Opportunity Through New/Improved Accessibility	Enhance Suitable Living Environment Through New/Improved Affordability Create Decent Housing with New/Improved Affordability Promote Economic Opportunity Through New/Improved Affordability	Enhance Suitable Living Environment Through New/Improved Sustainability Create Decent Housing with New/Improved Sustainability Promote Economic Opportunity Through New/Improved Sustainability

Step 3: Design Programs and Choose Activities

Housing Rehabilitation Rental Housing Production Community Facilities Public Safety Infrastructure Lead-based Paint Activities	HIV/AIDS Tenant-based Rental Assistance Economic Development Housing for Homeless Special Needs Housing Homeownership Assistance	Housing Counseling Public Services Code Enforcement Water/Sewer Utilities Transportation
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Step 4: Complete the Consolidated Plan/Action Plan

Step 5: Develop the Outcome Statement

Output (quantified) + Outcome + Activity (description) + Objective

Number of households assisted Number of new businesses assisted Number of jobs created/retained Number of units made 504-accessible Number of years of affordability guaranteed Number of jobs with health care benefits Number of units meeting Energy Star standards	Number of persons stabilized Acres of brownfields remediated Amount of money leveraged Number of affordable units Number of housing units for HIV/AIDS Number of units for chronically homeless Number of units made lead safe
--	--

Step 6: Report (IDIS, CAPER)

For all projects report program requirements plus:	
Income levels of persons, or households (30%, 50%, 60%, or 80% of area median income) Number of persons, households, units Current racial/ethnic and disability categories	Number of communities/neighborhoods assisted Leveraging or Match

Source: Federal Register/Vol. 70, No. 111/Friday, June 10, 2005/Notices; March 7, 2006 update

Performance Objectives

No. 1 - Suitable Living Environment: In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.

No. 2 - Decent Affordable Housing: The activities that typically would be found under this objective are designed to cover the wide range of housing possible under HOME, CDBG, HOPWA or ESG. This objective focuses on housing programs where the purpose for the project is to meet the individual family or community needs and not programs where the housing is an element of a larger effort.

No. 3 - Creating Economic Opportunities: This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

Performance Outcomes

No. 1 - Availability/Accessibility: This outcome category applies to activities that make services, infrastructure, housing, or shelter available or accessible to low and moderate-income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low- and moderate-income people.

No. 2 - Affordability: This outcome category applies to activities that provide affordability in a variety of ways in the lives of low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

No. 3 - Sustainability (Promoting Livable or Viable Communities): This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas through multiple activities or services that sustain communities or neighborhoods.

The outcomes and performance monitoring process will be carried out in a transparent way, so that those whom monitor performance outcomes can make informed judgments.

As stated above, applicants are required to identify their planned performance in their budget documentation and to report on their actual performance in their Grantee Performance Report (GPR). Guidance on performance and outcome accountability documents is available by contacting:

OC Community Services
Craig Fee, Project Manager
1300 S. Grand Avenue, Bldg. B
Santa Ana, CA 92705
Telephone No. (714) 480-2996
E Mail: craig.fee@occr.ocgov.com

III. FY 2015-16 FUNDING ALLOCATION POLICY and PROCESS (FAPP) SCHEDULE

	September 16, 2014 to October 21, 2014	FAPP 30-day Public Review Comment Period
	December 9, 2014	Board of Supervisors Public Hearing for FAPP
	December 11, 2014	Release RFP for FY 2015-16 Housing Rehabilitation and PF&I Projects in BidSync.
	December 23, 2014	Deadline for Questions in BidSync
	January 14, 2015	RFP Application Due by Noon
	February 27, 2015 to March 30, 2015	30-day Public Review and Comment Period of the Draft FY 2015-16 ConPlan, Citizen Participation Plan (CPP) & Annual Action Plan (AAP) for the Public
	April 28, 2015	Board of Supervisors Public Hearing to receive public comments on the Draft FY 2015-16 ConPlan, CPP & AAP
	May 15, 2015	Submit the Board adopted FY 2015-16 ConPlan, CPP & AAP to HUD by May 15 th .

Dates are subject to change.



**Orange County
Year Round Emergency Shelter
and Multi-Service Center
Management, Operations and Public
Safety Plan**

November 17, 2015

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SECTION I. PURPOSE & INTRODUCTION

The purpose of the Management, Operations and Public Safety Plan (“Plan”) is to advise OC Community Resources/OC Community Services on a best practice model for operation of a Year Round Emergency Shelter Program and Multi-Service Center. The Plan may also be used to promote open communication between community stakeholders to help facilitate the adoption of a Year Round Emergency Shelter Program and Multi-Service Center.

Establishing a Year Round Year Round Emergency Shelter Program (s) and Multi-Service Center(s) will meet critical needs amongst some of the most vulnerable people in our neighborhoods, while also addressing a pressing social issue that is deeply impacting local businesses and communities.

The Plan identifies emergency shelter services for homeless persons and best practices to maintain a safe and healthy environment for its clients and the community at large. The overall purpose of the program is to connect homeless persons to permanent housing opportunities and resources to maintain housing stability and self-sufficiency. Goals and guidelines of the Plan align to National Standards of The HEARTH Act (2009) as well as those of the Orange County Ten Year Plan to End Homelessness (2012) and the Orange County Commission to End Homelessness.

SECTION II. SHELTER ADMINISTRATION

A. Program Description

1. Population Served

Year Round Emergency Shelter Program and Services

In order to meet the goal of the Orange County Ten Year Plan to End Homelessness (2012) to “Develop year-round permanent emergency shelter program (s) to replace the Cold Weather Shelter system” the proposed program will serve 200 shelter clients while providing access to a range of programs and supportive services at an on-site Multi-Service Center. To ensure that the shelter will meet the needs of the community in serving chronic and vulnerable homeless people, clients will be admitted with minimal, “low-threshold” requirements so that chronic and vulnerable homeless people can easily enter and remain in shelter until they can find permanent housing.

Those accessing the Year Round Emergency Shelter Program will include homeless single men and single women. The shelter will also accommodate stays for families with children, if no other family shelter beds in the community are identified and available.

Each client will be screened for sex offender and active felony warrant status before admission (screening will take place prior to the arrival at the facility as part of the bed reservation system), as detailed in the “Admission Criteria and Procedures.”

Multi-Service Center

All clients of the Year Round Emergency Shelter Program will have access to and will be encouraged to participate in services provided through the Multi-Service Center.

During Phase I, access to the Multi-Service Center will be limited to clients and/or graduates (individuals/families who stayed at shelter, remained in compliance and graduated to other shelter/housing) of the Year Round Emergency Shelter Program. This priority will be utilized when the shelter opens. If after time, in Phase II, the Shelter Operator, the County, host City and operator partners may consider the Multi-Service Center a public benefit for the broader homeless community and/or the surrounding neighborhood community, they may open participation and access to a larger population. Phase II will only be approved with host City and County concurrence.

To manage the impact on the surrounding community, should access to the Multi-Service Center be opened to a wider population than just the 200 individuals and families who live in the shelter, the following policies are recommended:

1. Services should be accessed by appointment only; no walk-ins will be accepted;
2. On-site partner agencies must be responsible for coordination of service appointments;
3. On-site partner agencies must be responsible for providing transportation options to and from the shelter for scheduled appointments.

2. Program Description

The Year Round Emergency Shelter Program is designed to provide safe shelter, basic needs, and access to support to move individuals and families out of homelessness and into permanent housing opportunities.

Access to safe shelter

The Year Round Emergency Shelter Program will accommodate overnight sleeping for 200 individuals per evening. Access to the Year Round Emergency Shelter Program is provided 24 hours a day, seven days/week, 365 days a year. In order to decrease the impact to the surrounding neighborhood, access to bed availability will be handled through a reservation system. No walk-ins for the Year Round Emergency Shelter Program or services will be permitted.

The Shelter Operator will provide on-site staff to track daily bed inventory and communicate daily bed vacancies with service providers through the Coordinated Entry System. Additionally, a percentage (5%-10%) of beds will be held each night, with a portion specifically for host city, to prioritize referrals from local police and/or for emergency or special situations.

Length of Stay

There is no set minimum and the maximum length of stay will be consistent with County ordinance of 180 consecutive days. Each client will have an Employment and Housing Navigator supporting their progress toward Housing Stabilization. The program is designed to provide this support until a housing option becomes available. However, at any time a client may be exited from the shelter for safety or continual shelter violations as outlined in the "Exit and

Readmission Policies”. Additionally, if a client exceeds 30 days intensified housing location and exit plan strategies will be implemented.

Consistent with national best practices and trends, the goal for length of stay should be 30 days or less. The Operator will maintain a report to account for clients with lengths of stay exceeding 30 days and reasons why with accountability to Advisory Boards.

Sleeping Areas

Beds will consist of single and/or bunk beds. Each client will be assigned a bed and bedding for the length of their stay. Additional cots, mats and cribs will be available on site to accommodate overflow issues, special needs populations, recuperative care and families with infants.

Space will be divided to allow for separate sleeping areas for both men and women.

A family wing will also be provided that includes separate sleeping quarters, recreational area and a separate entrance into the facility for families with children.

Flexible sleeping space will also be provided for transgendered populations, those dealing with illness or in recuperative care, or for other special needs populations.

Meals

Breakfast, lunch, dinner and snacks will be provided for all clients in a central dining area. The design of the central dining area should include moveable walls, partitions, etc. that will allow for separate and private dining space for families. Meals will be cooked on-site utilizing a built-in commercial kitchen. The Shelter Operator will include in their staffing plan, a qualified Cook and kitchen assistants to prepare on-site meals. The kitchen and dining hall may serve as vocational training for clients of the program and may offer community volunteer opportunities.

Hygiene Facilities

Hygiene facilities will be provided on-site including toilets, showers and laundry facilities. Clients will be encouraged to utilize these facilities as daily resources to them. Toiletries will be provided by the Shelter Operator to clients as needed.

Transportation

No walk-ups will receive shelter or Multi-Service Center access. New clients and returning clients will receive direct transportation to and from the shelter daily. Dates and times for daily pick-

ups are outlined in the “Transportation Policies. “ It is recommended that there be a minimum of three (3) designated locations that provide ample geographic range for those seeking shelter services in Orange County as well as take into consideration community impact and safety considerations. Locations will be selected by the host city/police department and/or in collaboration with neighboring police departments. Operator will not drop-off/pick-up other than at agreed upon locations.

Security

The Shelter Operator will follow policies and procedures that promote utmost safety for clients, staff, volunteers, and the community and will strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate. The security plan will include a multi-faceted approach involving screening for sex offenders and felons with open warrants, secured and separate entrances for adults and families, security searches upon entrance, confiscation of harmful contraband, trained security personnel providing around-the-clock indoor and outdoor coverage, security alarms, cameras and lighting. Other program elements that will support security efforts include no walk ups and no loitering policies.

Storage

All clients will have access to personal storage space. Each client bed will have a small storage locker for personal valuables. A limited number of outdoor storage bins will be available to clients through a reservation process. Additionally, a refrigerated storage area will be available to clients with medication needs.

Employment and Housing Navigation Services

Upon entering the shelter, each client will be assigned to an Employment and Housing Navigator. The primary function of the Employment and Housing Navigator is to work side-by-side with the client to create a pathway toward permanent housing opportunities, with the ultimate goal of ending their homelessness within a 30-day timeframe. Additionally, the Employment and Housing Navigator is to provide resources and support to the client during their stay, including encouragement to access any and all services provided at the Multi-Service Center. The Employment and Housing Navigator will ensure that all clients are entered into the Coordinated Entry System, as the first line of housing engagement.

Together the Employment and Housing Navigator and the client will complete a Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the Employment and Housing Navigator will document the client's progress towards actions outlined in the Housing Plan.

Daytime Program Activities

As a 24-hour Year Round Emergency Shelter Program, the Shelter Operator will encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Daytime program activities include but are not limited to, the following:

- Full access to service providers through appointments made at the Multi-Service Center;
- Life skills classes and workshops;
- Indoor and outdoor recreational activities including exercise classes;
- Access to onsite computer lab and study area.

3. Services Provided

The Year Round Emergency Shelter Program and Multi-Service Center should incorporate a combination of basic needs services as well as supportive services aimed at creating pathways into housing.

Based on the work completed by the Commission to End Homelessness Implementation Group 2 in May 2013, the Year Round Emergency Shelter and Multi-Service Center should include at a minimum the following *baseline services* (in ranked priority):

Service	Location	Provided by Shelter Operator or Service Partner(s)
1. Intake/Assessment/Case Management/Housing Navigation	Year Round Emergency Shelter Program	Shelter Operator
2. Crisis Evaluation – Mental Health	Year Round Emergency Shelter Program	Mental Health Partner
3. On Site Centralized Intake	Year Round Emergency Shelter Program	Shelter Operator
4. Domestic Violence Services	Multi-Service Center	Domestic Violence Partner
5. Beds on Site	Year Round Emergency Shelter Program	Shelter Operator
6. Health Clinic	Multi-Service Center	FQHC Provider Partner
7. Transportation Services and Assistance	Year Round Emergency Shelter Program / Multi-Service Center	Shelter Operator/ Service Partner
8. Computers/Email	Year Round Emergency Shelter Program	Shelter Operator
9. Security	Year Round Emergency Shelter Program	Shelter Operator
10. Meals/Food	Year Round Emergency Shelter Program	Shelter Operator
11. Parking	Year Round Emergency Shelter Program	Shelter Operator
12. Homeless Prevention/Diversion Assistance	Multi-Service Center	Service Partner
13. Drug and Alcohol Treatment (on/off site)	Multi-Service Center/ Off-Site	Service Partner
14. Crisis Evaluation – Referral Plan	Year Round Emergency Shelter Program	Shelter Operator
15. Services for Children	Multi-Service Center	Service Partner
16. Commissary/Dining Hall	Year Round Emergency Shelter Program	Shelter Operator
17. 211 (off site)	Multi-Service Center/ Off-Site	Service Partner
18. Employment/Job placement	Multi-Service Center	Service Partner
19. Substance abuse treatment (on/off site)	Multi-Service Center/ Off-Site	Service Partner
20. Mental Health Treatment (on/off)	Multi-Service Center/ Off-Site	FQHC Provider Partner
21. Laundry	Year Round Emergency Shelter Program	Shelter Operator
22.Storage (on/off)	Year Round Emergency Shelter Program	Shelter Operator
23. Information and Referral services (on/off site)	Year Round Emergency Shelter Program / Multi-Service Center	Shelter Operator/ Service Partner

It is also recommended that in addition to the baseline services recommended by the Implementation Group, the following services are considered in the design and implementation of the Year Round Emergency Shelter Program and Multi-Service Center:

Service	Location	Provided by Shelter Operator or Service Partner(s)
1. Recuperative Care Beds and Services	Year Round Emergency Shelter Program	Shelter Operator/FQHC Provider
2. Recreational Activities	Year Round Emergency Shelter Program	Shelter Operator/ Volunteer
3. Pet Kennel and Services	Year Round Emergency Shelter Program / Multi Service Center	Shelter Operator/Service Partner
4. Clothing Donation and Distribution	Year Round Emergency Shelter Program	Shelter Operator/ Volunteer
5. Electronic Charging Stations	Year Round Emergency Shelter Program	Shelter Operator
6. Bike Repair Services	Multi Service Center	Service Partner
7. Police Substation	Year Round Emergency Shelter Program	Shelter Operator/ Police Dept.
8. Hair Salon and Services	Year Round Emergency Shelter Program	Shelter Operator/ Volunteer

4. Coordinated Entry System Integration

The Year Round Emergency Shelter Program will serve as a designated “Entry Point” of the Coordinated Entry System. The Shelter Operator will include in its staffing plan designated staff to conduct Diversion screening and prevent those with other resources from entering the homeless shelter system. Additional staff will be trained to complete on-site VI-SPDAT assessments. Employment and Housing Navigators will also assist Year Round Emergency Shelter Program clients obtain the necessary documentation to move forward in their housing connection process, once matched to permanent housing opportunities by the Coordinated Entry Module.

5. Target Goals/Expected Outcomes

The target goals and expected outcomes for the Year Round Emergency Shelter Program will adhere to guidelines and expectations set forth by the U.S. Department of Housing and Urban Development's HEARTH Act as well as the Orange County Ten Year Plan to End Homelessness.

The Year Round Emergency Shelter Program and Multi-Service Center should not be regarded as a singular program(s) but should provide support to the entire Orange County Continuum of Care (CoC) helping to move the system towards higher a level of system performance, a reduction in the number of persons who experience homelessness in our community and an increase in access to housing opportunities for chronically homeless individuals utilizing Year Round Emergency Shelter Program services.

Indicators for measuring effective system performance should include the following key considerations:

a. Reduction in First Time Homeless -

Are fewer people experiencing homelessness for the first-time? Are only persons who have no safe, appropriate housing option being admitted to shelter?

b. Overall Reduction in Number of Persons Who Experience Homelessness -

Are overall rates of homelessness declining? Is street homelessness declining? Is chronic homelessness declining?

c. Reduction in the Length of Time Homeless -

Do people stay homeless for shorter periods of time? A reasonably short length of time homeless indicates system and program success in rapidly re-housing persons who are homeless. It can also indicate efficiency related to turnover of beds which is essential to meet system demand for Year Round Emergency Shelter Program.

d. Successful Resolution of Housing/Homeless Crisis –

Do people resolve their housing/homeless crisis successfully by maintaining/obtaining permanent housing? Are people successfully connected to community-based supports?

e. Reduction in Recidivism (subsequent return to homelessness) -

Are repeat occurrences of homelessness avoided or declining?

The Shelter Provider will work in cooperation with the Orange County Commission to End Homelessness and the Emergency/Transitional Shelter Implementation Group to set community benchmarks and multi-year goals to measure successful program implementation for the Year Round Shelter and Multi-Service Center.



FLEXIBLE RESOURCES, DATA-DRIVEN SOLUTIONS:
USING HMIS AND HEARTH TO END HOMELESSNESS

Example CoC 3 Year Goals

- Decrease PIT count by 30% overall (once consistent methodology used)
- Increase emergency shelter diversions to 20%
- Reduce length of time homeless to 30 days
- Increase income of assisted households by 25%
- Increase permanent housing exits to 70%
- Reduce recidivism to 5%

Source: "The U.S. Department of Housing and Urban Development, Office of Community Planning and Development, "Performance Measurement of Homeless Systems"

6. Program Layout

The following square footage is recommended for a conceptual design of a Year Round Emergency Shelter and Multi-Service Center:

- **Shelter Sleeping Areas: 9,007 ft²**
 - *Mens' Dorm: 5,018 ft²*
 - *Women's Dorm: 2,585 ft²*
 - *Families' Dorm: 1,404 ft²*

- **Medical Wing, including Recuperative Care Area: 3,325 ft²**
 - *Recuperative Care Area: 819 ft²*

- **Dining/Commons/Overflow Area: 1,035 ft²**
 - *Dining Room: 570 ft²*
 - *Commons/Overflow: 465 ft²*

- **Security Offices/Stations: 674 ft²**
 - *Main Security Office: 154 ft²*
 - *Family Security Desk: 84 ft²*
 - *Item Check-In: 150 ft²*
 - *Security and Communications Office: 286 ft²*

- **Site Administration and Operations Offices: 832 ft²**
 - *Including Records/Files Room*

- **Intake and Entry Areas**
 - *General Intake & Concierge: 770 ft²*
 - *Family Intake: 216 ft²*
 - *Service Desk: 408 ft²*

- **Restroom and Shower Areas**
 - *Client Restrooms/Showers: 902 ft²*
 - *Staff Restrooms: 112 ft²*

- **Laundry Facilities: 544 ft²**
 - *Client (Personal) Laundry: 368 ft²*
 - *Staff (Bedding/Linens) Laundry: 176 ft²*

- **Kitchen: 510 ft²**

- **Conference Rooms: 982 ft² between 8 spaces with removable walls**

- **Other Indoor Areas Include:**
 - *Recreation Room: 238 ft²*
 - *Computer Lab/Study: 340 ft²*
 - *Children's Playroom: 168 ft²*
 - *Grooming Station: 152 ft²*
 - *Staff Break Room: 156 ft²*

In addition, the conceptual site would *also* feature the following:

- **Outdoor Facilities/Areas**
 - *Client Storage Facility: 960 ft²*
 - *Bike Repair Shed: 80 ft²*
 - *Bike Rack Area: 200 ft²*
 - *Children's Outdoor Play Area: 400 ft²*
 - *Outdoor Commons: 6,750*

B. Admission Criteria and Procedures

1. Client Rules and Guidelines

A prospective client must be able to perform all aspects of their care, follow all Year Round Emergency Shelter rules and maintain appropriate behavior with consideration for all other clients of the shelter. All clients must review and sign a copy of the "Shelter Rules" document prior to entry (Attachments B and C). Intake staff will assist any and all clients who may have difficulty understanding or reviewing the rules.

2. Identification Requirements

A form of official identification is required to verify identity; however, a client will not be denied access to shelter services without one. Employment and Housing Navigators will assist clients in obtaining a California ID, providing each client with a no-cost ID voucher.

Additionally, all Year Round Emergency Shelter Program clients will receive a shelter-specific identification card upon entering the shelter that will be used for readmission during the duration of their stay. Shelter ID components include a photograph, fingerprints, name and other identifying information.

3. Screening Requirements

No person validated on the sex offender registry (Megan's Law) will be allowed to access the shelter property (screening will take place prior to the arrival at the facility as part of the bed reservation system). Additionally, no felons with open warrants will be allowed to access the shelter property. The Shelter Operator will work cooperatively with the local police department and will utilize <http://ws.ocsd.org/ArrestWarrants> to screen clients for open warrants.

4. Bed Reservation System

To minimize neighborhood impact, all clients seeking to access the Year Round Emergency Shelter Program and services will do so through a designated Intake and Bed Reservation Hotline ("hotline").

A prospective client will contact the hotline and complete an initial phone intake process. Clients will be screened for diversion and/or homeless prevention services, utilizing the Coordinated Entry System's Diversion and Homeless Prevention Questionnaire. If they have an alternate, habitable location where they may stay, they will be diverted from occupying a shelter bed until their resources have been exhausted.

Clients meeting eligibility requirements will be assigned a bed reservation number and given instructions on transportation options and designated arrival time.

The Shelter Operator is required to manage and update daily, a designated system for capturing bed inventory, reservations and vacancies. 5-10% of shelter beds will be held each night to allow for referrals from local police department and other emergency and/or qualified situations.

Bed vacancies will be disseminated daily to Coordinated System Entry Point providers and other designated referral partners to ensure that bed utilization is maximized each evening.

5. New Clients

New clients will be screened using the phone intake system and provided a reservation number, bus and/or shuttle pick up time and location.

Beds will be assigned based on availability and eligibility results. As instructed, new clients should arrive at the designated bus and/or shuttle pick up location or at the shelter through their own transportation, by 4:00PM each night. Those who do not arrive at the designated time without communicating previous arrangements will forfeit their bed for the night.

Those who do not receive a bed during first bed assignments may meet the second 7:00PM bus and/or shuttle at the designated location to inquire about and register for any unclaimed beds. Arriving at the later pickup time does not guarantee a space will be available or that the potential client will be eligible for services.

A security guard will be assigned to each bus and/or shuttle pick up location with a list of eligible new clients, which have been prescreened for sex offender or active felony warrants. The bus will transport clients directly to the Year Round Emergency Shelter Program site.

Clients will not be allowed to loiter in the neighborhood surrounding the Year Round Emergency Shelter Program facility or the bus and/or shuttle pick up locations at any time. There will be strict enforcement of shelter client contract rules which could result in permanent exit from the facility if not followed. Drop-off/pick-up locations are an extension of the shelter and thus any violation such as loitering constitutes a violation of the shelter rules which will be strictly enforced. Operator/Security will conduct random daily checks of 1 mile radius to shelter and drop-off/pick-up locations to enforce shelter rules and avoid loitering and homeless congregations.

Upon arrival, clients will go through a security screening process and work with an Intake and Admissions Coordinator to be informed of rules and regulations of the Year Round Emergency Shelter Program, complete necessary intake paperwork and obtain a shelter ID card.

6. Day Leave and Returning Clients

Two morning shuttles will be available to clients who have a desire to leave the facility during the day for employment or personal appointments.

Clients who leave the program during the day may return via the 4:00PM bus to ensure that their beds remain claimed. Those using the later, 7:00PM bus will inform their Employment and Housing Navigator or shelter bed reservation staff member to ensure their bed reservation is saved.

Clients arriving later than 7:00PM for special circumstances such as employment or discharge from the hospital, must communicate with their Employment and Housing Navigator their anticipated arrival time. No client will be allowed into the shelter after 10:00PM unless for valid reasons approved by their Employment and Housing Navigator and/or the shelter bed reservation staff member. Failure to communicate this could result in forfeiture of their bed reservation and subject to "Readmission Policy" protocols.

Clients who are unable to meet the two evening shuttles must arrange alternate transportation to the shelter site, no later pickups will be provided.

7. Hours of Operation

The Year Round Emergency Shelter Program is open 24 hours, 365 days per year. These hours of operation will be in effect seven days per week, every week regardless of holidays or weather.

5:00 AM	Early Wake Up Call
5:00 AM-8:00 AM	Breakfast served
6:00AM	First bus/shuttle for morning drop-offs
7:00 AM	Second Wake Up Call
8:00AM-8:00PM	Multi-Service Center open
8:00 AM-10:00 PM	Commons Area open
8:00 AM-6:00 PM	Recreation Room open
8:00 AM- 10:00 PM	Pet Kennel and Dog Park/Run open
9:00 AM	Sleeping Area closed (until 6:00 PM)
10:00 AM	Second (final) bus/shuttle for morning drop-offs
9:00 AM-2:00 PM	Bike Repair Station open
10:00 AM- 4:00 PM	Computer/Technology Lab open (by appt only)
11:00 AM-1:00 PM	Lunch served
3:00 PM-4:00 PM	Snack served
4:00PM	First bus/shuttle for evening pick- ups
6:00 PM	Sleeping Area open
6:00 PM-9:00 PM	Dinner served
7:00 PM	Second bus/shuttle for evening pick- ups
10:00 PM	Lights Out in Sleeping Area

C. Overflow Management

1. *Coordinated Service Delivery Plan*

It is anticipated that in the early stages of operation for the Year Round Emergency Shelter Program need and demand will outweigh the capacity of the 200 bed Year Round Emergency Shelter Program. Therefore, it is imperative that a Coordinated Service Delivery Plan be implemented that includes coordination of the following diversion and redirection strategies:

a. Homeless Diversion -

The Shelter Operator will include homeless diversion screening at intake to ensure that those with alternative resources will not be accessing the homeless system. The Shelter Operator will either provide themselves or partner with an agency that can offer successful diversion assistance.

b. Coordination with Family Year Round Emergency Shelter Program -

It is anticipated that within the next few years, Orange County will have available over 75 year round emergency shelter beds designated solely for families. The Shelter Operator will work with these county-wide family shelter operators to redirect families seeking shelter at the Year Round Shelter Emergency Shelter Program to the family designated shelters as a frontline strategy. If no family shelter vacancies are available, families may utilize the family designated beds at the Year Round Emergency Shelter Program as a secondary strategy.

c. Coordination with Transitional and Bridge Housing providers -

The Shelter Operator will work with service providers with Transitional and/or Bridge Housing vacancies. This form of housing will be utilized by returning clients who have been matched with a housing opportunity and will soon move into permanent housing. This strategy will increase the Year Round Emergency Shelter Program bed turnover rate as clients are successfully matched to alternate housing opportunities.

d. Coordination with other Year Round Emergency Shelter Program providers -

The Shelter Operator will partner with other emergency shelter program providers to redirect overflow to any additional shelter beds that may be available in the county.

2. Overflow Policies

The Bed Reservation System is designed to prevent and minimize overflow and capacity issues for the shelter. A daily bed utilization count will ensure that the 200-bed capacity will be fulfilled each evening, as need for beds persist.

In the event of a community-wide natural disaster or in extreme weather situations deemed so by state, county, or city authority, the shelter will maintain a “no walk-up” policy. However, the following option could be utilized by the Operator:

- Utilize alternative locations (churches) for additional beds that may accommodate homeless without a bed reservation during inclement weather or disaster. Option has budget implications/funding considerations for local government agencies.

D. Exit and Re-Admission

1. Exit and Readmission Policies

Clients will be considered to have exited the program when they voluntarily leave or are exited from the shelter for safety or continual shelter violations, or find alternate housing.

When a client exits of their own volition or is exited for shelter violations, the client may contact the admission hotline to screen for readmission eligibility after the time designated by staff (on average after 30 days).

Length of exit for safety violations will depend on the severity of the infraction.

The Shelter Operator should be balanced in their approach to program exits and readmission policies as it pertains to rules violations and infractions. Such policies should include considerations to maintain a safe and effective facility, safety for clients, volunteers, staff and the surrounding neighborhood as well as demonstrate compassion toward homeless individuals who face increasingly vulnerable situations if forced to exit from a shelter situation to places not suitable for human habitation.

It is recommended that Infractions will be subdivided in a Multi-Tiered System based on the perceived impact of the infraction. Consequences for each tier level should be fitting and just for the level of the infraction and its perceived impact on the wellbeing of stakeholders.

As an example, a Tier 1 level may include “Basic Program Guideline Infractions” such as smoking in the bathrooms, not leaving sleeping area on time in the morning, cutting in line, etc. Tier 2 may include “Moderate Infractions” such as possessing marijuana or alcohol on site, client fighting (minor scuffles), disrespect toward volunteers, etc.

For disobedience of rules in Tier 1 or Tier 2 there will be increasing enforcement actions including verbal warnings and write-ups. After a compounded number of infractions in these tier levels, a client may be asked to leave and staff will determine and give them the designated time line for which they can be readmitted.

Infractions at the Tier 3 level would be are “Major Infractions” that include illegal drug use or possession, violent attacks/fights, possession of weapons, etc. The Shelter Operator maintains a zero tolerance policy towards violence, sexual misconduct, other criminal activity, and drugs and medications used or possessed beyond the scope permitted in the “Health Polices”. These behaviors, when substantiated, are punishable by immediate expulsion upon first offense and a *minimum of 30 days* expulsion prior to readmission.

Clients who use the facility, programs, and services in violation of a specific rule will be obliged to adhere to those consequences. The consequences may also be subject to intervention by law enforcement, and if necessary, prosecution up to the limit of the law.

2. Exit Procedures

When a client is asked to exit due to disobedience of rules, violence, or criminal activity, security will escort the person off the property and those exited will be transported to a self-directed location out of the surrounding area.

E. Employment and Housing Navigator Services Policy

Upon entering the shelter, each client will be assigned to an Employment and Housing Navigator. The primary function of the Employment and Housing Navigator is to work side-by-side with the client to create a pathway toward permanent housing opportunities, with the ultimate goal of ending their homelessness within a 30-day timeframe. Additionally, the Employment and Housing Navigator is to provide resources and support to the client during their stay, including encouragement to access any and all services provided at the Multi-Service Center.

The Employment and Housing Navigator will ensure that all clients have a complete assessment and are entered into the Coordinated Entry system, as the first line of housing engagement. Employment and Housing Navigators will assist Year Round Emergency Shelter Program clients obtain the necessary documentation to move forward in their housing connection process, once matched to permanent housing opportunities by the Coordinated Entry Module.

Together the Employment and Housing Navigator and the client will complete a Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the Employment and Housing Navigator will document the client's progress towards actions outlined in the Housing Plan. Additionally, Employment and Housing Navigators will work with clients to provide referrals to services in the Multi-Service Center or any community referrals as necessary.

1. Documentation of Employment and Housing Navigation Services and Data Security Policies

Employment and Housing Navigators will keep case notes in both hard copy paper files and in the HMIS database to track every client's progress and participation in the Year Round Emergency Shelter Program. These files are also used to track the resources and referrals given, support rendered, and any infractions the client may accrue. Outcomes are recorded at exit and throughout participation in the program.

Paper files will be stored in a secure, locked location only accessible by necessary staff.

The Shelter Operator will use HMIS as its primary database and ensure that every client completes and signs an Orange County HMIS Client Consent Form upon entry into the program. Intake Specialists and Housing and Employment Navigators will ensure collection of all HUD Data standards as required by the HMIS system.

The Shelter Operator will have a policy restricting computer access records and client information to authorized staff. All database and HMIS access will require passwords by authorized users.

Disclosure of client information to other social service agencies may be permitted only with the client's written consent. Disclosure of records relating to clients may be released without client consent in certain circumstances as required by law.

F. Daytime Program Policies

Clients that are participating in the Year Round Emergency Shelter Program may, but are not required to, leave the facility during the day. The Shelter Operator will make every good-faith effort to encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Access to bed areas will be limited throughout the day to encourage clients to become active participants of the Year Round Emergency Shelter Program.

Two morning shuttle times will be available to clients who desire to leave the facility for work or personal appointments, one at 6:00AM and one at 10:00AM.

If not utilizing the morning transportation services, clients are encouraged to stay at the facility. Clients will have access to daytime services through the Multi-Service Center's partner organizations and will be able to meet with their assigned Employment and Housing Navigator on a weekly basis. They will also have access to activities provided by shelter staff and volunteer organizations. Clients are welcome to use the facility's recreational areas, lounge, computer lab, and designated outdoor spaces.

G. Multi-Service Center Program Policies

1. Multi-Service Center Clients

Access to the Multi-Service Center will be limited to clients and/or graduates (individuals/families who stayed at shelter, remained in compliance and graduated to other shelter/housing) of the Year Round Emergency Shelter Program. However, if so agreed upon by Operator, County, and host City, access to the Multi-Service Center may also be broadened to include other homeless and/or low-income populations. Clients who are only accessing services through the partner organizations will only be permitted on facility grounds with a set appointment. Multi-Service Center clients will not be permitted to loiter on the grounds, nor will they be permitted to access shelter areas including the lounge, bed areas, dining halls or recreational areas. Transportation to and from the Multi-Service Center for these clients must be provided and coordinated by the service partner organizations.

As with Year Round Emergency Shelter Program clients, Multi-Service Center clients are expected to follow all Multi-Service Center rules and maintain appropriate behavior with consideration for all other clients of the shelter. Rules of the Multi-Service Center will prominently be displayed in lobby waiting areas. Those in violation of these rules will be exited from the site, suspended or terminated from receiving services depending on the severity of the offense.

2. Lead Agency Protocols

The role of the Shelter Operator is not to provide all of the supportive services offered at the Multi-Service Center but to recruit and manage a group of partner agencies specialized in providing an array of supportive services beneficial to Year Round Emergency Shelter Program clients and other homeless populations.

The Shelter Operator will include in its staffing plan a Multi-Service Center Concierge position. The duties of the Multi-Service Center Concierge will be to recruit and encourage participation by outside service providers, maintain service provider room reservation schedule and ensure the day-to-day operational functions of the Multi-Service Center.

The Shelter Operator should ensure that the Multi-Service Center has flexible hours to allow clients to come before or after work, or alternatively, on the weekends. The Shelter Operator will also engage participation in and facilitate quarterly meetings of the Service Partner Advisory Board.

3. Requirements for Service Provider Partners

All service providers who desire to offer direct services at the Multi-Service Center will complete an interest application and will be required to enter into a formal Memorandum of Understanding (MOU) with the Shelter Operator to participate.

Responsibilities of the Service Provider Partners will include, but are not limited to:

- Set and maintain their own appointment schedule with clients;
- Provide clients will access to transportation to fulfill their scheduled appointments, if needed;
- Ensure that all clients are aware of Multi-Service Center rules and enact appropriate enforcement of client shelter rules for their clients if and when necessary;
- Agree to share service output and outcome information
- Communicate room reservation conflicts with Multi-Service Center Concierge in advance;
- Respect, maintain and keep clean all areas of the Multi-Service Center;
- Respect and cooperate with Shelter Operator staff, other service providers and clients ;
- Participate in quarterly Service Partner Advisory Board meetings and provide input to the improvement of the Multi-Service Center and Year Round Emergency Shelter Program.
- Screen clients for eligibility (no sex offenses or felonies with open warrants will be allowed on-site). (Phase II as well, if implemented)

H. Good Neighbor Policy - Community Coordination and Communication

1. Communication and Coordination with Neighborhood, Businesses and Public

The Shelter Operator is committed to communication with neighbors on an ongoing basis. As part of this commitment, prior to commencement of any services at the Year Round Emergency Shelter Program, the Shelter Operator will facilitate a number of Community Forums, as needed. These Community Forums will provide opportunities to answer any questions members of the surrounding community might have on the operation of the Year Round Emergency Shelter Program. The Shelter Operator will provide information to the public including operational design plans, estimated date to begin and complete construction efforts on the project and when services will begin.

A public inquiry phone number and contact information will also be posted. Community stakeholders may call this number for information about the site or to have any questions answered. The phone number will be retained as a resource for community members while the shelter is up and operational. All community complaints and/or inquiries about the Year Round Emergency Shelter Program will be recorded and forwarded to the appropriate staff for prompt (60 minutes) investigation. The Shelter Operator will be fully committed to an appropriate customer service response and will consider the resolution of community complaints a high priority.

The Shelter Operator will also create and maintain a program website that will include important information for community stakeholders and clients alike. The website will include a "Frequently Asked Questions" section which will help to provide instant answers to community concerns. Additionally, the website will include a digital copy of the Shelter Operator's full "Good Neighbor Policy" and "Management and Operational Plan" to be made accessible to the public.

Visits by members of the community and tours of the facility will be available by scheduling an appointment with Shelter Operator Staff.

The Shelter Operator will have program brochures available on-site as well as disseminate these resources to groups throughout the community. Information on the brochures will highlight the various services at the facility as well as criteria for admission and eligibility. Volunteer, in-kind and donation opportunities will also be listed for those who wish to support the program.

The Shelter Operator will create a set of media guidelines and appoint a Public Relations team to handle all media requests. The Public Relations team will be charged with ensuring that the public is regularly updated on the progress and successes of the shelter program through various local media outlets.

2. Communication and Coordination with Local Police and Fire Departments

The Shelter Operator is committed to communicating and working collaboratively with local police and fire departments through all stages of program implementation - from facility design to program execution. The intention of the Shelter Operator should be to act as self-sufficiently as possible and minimize the shelter's impact on the local police and fire departments. This includes ensuring that staff and security are trained to properly manage and respond to an array of difficult situations that may occur at shelter.

The Shelter Operator will provide an array of services and support that will be beneficial to local police and fire departments. These services include, but will not be limited, to:

- Security Officers stationed both on-site and at bus/shuttle locations;
- On-site Medical facilities to respond to medical needs of the clients;
- Creation of an on-site police substation, if desired;
- Designated beds reserved each night for law enforcement referrals (including percentage set-aside for the host city);
- Staff Neighbor Patrol will monitor surrounding area to control issues of loitering, abandoned property, and other blight;
- Training opportunities on mental illness, homeless sensitivity or other topics of interest to supplement existing department trainings;
- Direct referral access to the Coordinated Entry system to assist local law enforcement officers connect homeless individuals with housing opportunities;
- Statistical reports on number of clients served, length of stay and/or demographic information.

Additionally, the Operator will meet with local law enforcement from the host city and surrounding police departments. Initially, it is suggested to meet once a month when shelter opens. Law enforcement will have the ability to bring forward operator non-performance directly to the County.

3. Communication and Coordination with City, County, and Service Providers

Operation of the Year Round Emergency Shelter Program will be for the public good and to move the homeless Continuum of Care system, as a whole, forward. As such successful implementation of the Year Round Emergency Shelter Program will require the partnership of various stakeholders including the City, County and other Service Providers.

The Shelter Operator will be committed to working cooperatively with numerous other service providers, community, and government organizations to serve the needs of the homeless population in Orange County.

In order to effectively manage and operate a robust Multi-Service Center that provides an array of services for the shelter clients, the Shelter Operator must demonstrate a strong history of collaboration and willingness to engage other service providers.

Additionally, the Shelter Provider will be responsive to and provide support to the County Board of Supervisors and the City Council Members as needed, in relation to the outcomes and operation of the program.

4. Policies for Community Involvement

The Shelter Operator will be committed to active participation in city and county-wide community events. To the extent reasonable and feasible representatives of the Shelter Operator will attend meetings of the local Neighborhood Association(s) and local Chamber of Commerce(s) when invited, and communicate with neighborhood and business participants.

Additionally, the Shelter Operator may sponsor special events, such as community resource fairs, which will include the community and the neighborhood on various occasions.

5. Policies for Neighborhood Patrol

A staff led Neighborhood Patrol will assemble weekly to monitor a 1-mile radius around the shelter perimeter. The role of this patrol group is to site to collect litter, promote cleanliness, engage with neighbors, and enhance safety and cleanliness of the immediate vicinity.

Additionally, they will prevent and control issues of loitering, unauthorized parking of client vehicles in the neighborhood, abandoned property, shopping carts and other blight. A log will be kept of the weekly patrols. The following actions will be completed by the Neighborhood Patrol:

- All litter and trash items will be removed from the area and properly disposed of;
- Clients found loitering will be issued a warning. Violations of this rule may cause a client to be exited from the facility;
- Unauthorized parking of client vehicles in the neighborhood are subject to towing;
- Shelter Operator will contact city designated shopping cart retrieval program to collect all shopping carts found that do not contain items of personal property;
- Shelter Operator will follow city codes for removing personal property found in surrounding area.
- Shelter Operator will work with law enforcement to have staff conduct outreach and engagement activities to homeless in surrounding community such as parks, river bottoms, etc.

I. Shelter Advisory Boards

Shelter Advisory Boards will be established and maintained to provide review of the operations of the Year Round Emergency Shelter Program and Multi-Service Center, enhance community relations, and bring information of any strengths and concerns from the neighborhood, local businesses, city and county entities, service provider partners and shelter clients about the operation of the Year Round Emergency Shelter Program and Multi-Service Center.

1. Composition of Boards

The Shelter Advisory Boards will be three distinct Boards representing different stakeholders and interests. The composition of these three boards will include:

Community Advisory Board

- Representative(s) appointed by the Orange County Board of Supervisors
- Representative(s) appointed by the local City Council
- Representative(s) appointed by the local Chief of Police
- Representative(s) appointed by the local Neighborhood Association (if applicable)
- Representative(s) appointed from the local business association or Chamber of Commerce
- Representative(s) appointed by the local school district
- Representative(s) appointed by the Commission to End Homelessness

Client Advisory Board (no membership limits)

- Open invitation to current shelter clients and graduates

Service Partner Advisory Board (no membership limits)

- Open invitation to all Multi-Service Center partners

2. Meeting Schedule

All three Shelter Advisory Boards will meet quarterly (at minimum).

Ad Hoc meetings as necessary—a way for any member to agendaize issue or rules to be able to call a special meeting.

3. Accountability and Grievance Process and Policies

In addition to providing input to the operation of the Year Round Emergency Shelter Program, the Shelter Advisory Boards are also tasked with the on-going review of the Shelter Providers ability to effectively administer its Operational Plan and Good Neighbor Policies. In the event that a Shelter Advisory Board finds concerns over the Shelter Operator's implementation of the program, the following processes and policies will be enacted to allow the Shelter Operator to make corrective actions toward such grievances:

- 1) Once a grievance has been filed, Shelter Operator and Advisory Board will create, at the meeting in which the grievance is filed, an action-plan to resolve the issues by the next regularly scheduled Advisory Board meeting;
- 2) At the next meeting, the action plan's outcomes will be reviewed to determine if the issue has been resolved;
- 3) If the issue has not been resolved, but the Shelter Operator has provided evidence of a good faith effort to follow the course of actions outlined on the plan, they will be given an additional 90-days to enact an alternative plan;
- 4) If the issue has not been resolved and the Shelter Operator has not demonstrated or provided evidence of following the course of actions outlined in the plan, a formal complaint will be sent to the County for investigation and possible termination of the Shelter Operator Contract. The County shall have a plan for operation of the shelter if the shelter operator is terminated by the County, including failure to enforce plan components such as Good Neighbor Policy, bed reservation requirements, no walk-up policy, etc. The plan may include selecting the next eligible operator from the original operator RFP and/or entering into a sole source with a new operator, based on approval of the Board of Supervisors.

Additionally, law enforcement will have the ability to bring forward operator non-performance directly to the County.

J. Safety Policies

1. Facility Maintenance

The Shelter Operator will keep a schedule for regular facility maintenance and cleaning. The Shelter Operator will contract with a janitorial service to provide daily cleaning services for all areas utilized by clients and weekly for office space and the Multi-Service Center.

Shelter Staff will rotate regular maintenance duties and inspections for minor repairs and replacements. Maintenance and cleaning forms are used to track completion of each task and reviewed monthly. The Shelter Operator will be responsible for staff training and performance in these duties.

The outside grounds will be incorporated into the maintenance schedule and rotation including cleaning of parking lot, watering of plants, maintenance and cleaning of sidewalks and patio areas, and checking of outside lights and furnishings. Graffiti will be reported to Program Manager for removal within 24 hours.

Need for repairs will be reported promptly by staff to the Program Manager. Minor repairs may be completed by staff as trained. Major repairs are reported to the Program Manager of the Shelter. Difficult repairs will be sent out to an approved list of vendors for bids, approval, and completion.

The Shelter Operator will be committed to maintaining a pest free environment throughout the premises. As such, no food will be allowed in living areas of facility. Trash bags will be emptied daily in all areas. Inspection of client spaces and lockers will be conducted for any items that would attract pests. All staff will receive appropriate training for the identification of common pests as well as prevention and control measures. A Pest Control company will be contracted by the Shelter Operator and will come regularly to spray for bugs, check for infestation of pests, and perform other pest prevention or extermination treatments that will be seen on their visits or reported by staff.

2. Fire and Earthquake Safety

Evacuation Plan for Ambulatory and Non-Ambulatory Residents

Shelter staff will be trained in protecting the safety of everyone in the facility. Staff will respond quickly and safely when an emergency, incident, or natural disaster occurs. Evacuation Routes and Exits will be posted in each major area of facility. An evacuation point outside will be designated.

In case of the need for evacuation, the present site lead during the emergency will notify all staff and clients to evacuate, call 911, and direct evacuation plan. Staff will be assigned to oversee the evacuation of clients in each work area. Staff will check client areas, assigns assistance to non-ambulatory and disabled persons, and leads clients to safety through the nearest safe evacuation exit. Staff will assemble clients outside at designated evacuation point, read bed list for attendance and search for any missing clients as safety conditions allow.

In case of fire these additional protocols will be completed:

- The Program Manager or lead staff member will pull the nearest fire alarm if it is not already sounding; the Fire Department monitors the alarm and will respond immediately.
- While evacuating clients, staff will attempt to close all door(s), if safe to do so.
- Before exiting a room, the Program Manager or lead staff member will touch back of hand to the door to determine if the door is cool, then open it a crack, smell for smoke, and if deemed safe, open the door and leave the building to the evacuation meeting point.
- If the door is hot, it is not opened and staff will lead clients to leave via the nearest safe exit.
- Staff will locate and use appropriate fire extinguishers if safe to do so.
- When the Fire Department arrives, a staff person will speak to the officer in charge and give the officer a set of staff keys.
- Staff will contact the Program Manager or his/her delegate as soon as possible, if not on site.
- Staff will report incident and procedure in Incident Report and staff shift notes as directed in shelter policy.

If the weather is inclement and if the evacuation will not be short, staff will:

- Contact the Program Manager to identify evacuation locations and disaster team if assistance is needed for client shelter, meals or services.
- Contact other Homeless Providers for services as needed.

For a false alarm or other short term evacuation, staff will direct occupants back into the building once the Fire Department has authorized an "all-clear."

3. Fire Prevention Procedures

The Year Round Emergency Shelter Program will be approved by the Fire Department for all fire codes, sprinklers, alarms, and exits prior to service implementation. Emergency lighting will be installed both inside the facility and outside on the grounds for safety and in compliance with all codes.

No smoking will be allowed inside or outside the building within 20 feet of doors. A smoking section will be designated and a sign posted in the enclosed patio area.

4. Fire Drills and Documentation

Fire drills will be conducted at least quarterly. Documentation of fire drills will be kept for three years in Shelter Management Files.

5. Fire Inspections and Extinguishers

The most recent annual fire inspection will be posted in a designated area of the Year Round Emergency Shelter Program facility and will be included in the Shelter Management files. Fire extinguishers will be hung in each area of the building as shown in facility plans and in evacuation plan. Fire extinguishers will be inspected and maintained per city and county requirements. A certificate of the last most recent OC fire inspection will be posted in a visible designated area.

6. Earthquake Safety

Earthquake drills will be conducted quarterly by staff. The evacuation route and procedures may be the same as for other hazards. A client tally and search will be conducted once evacuation is conducted.

In case of an actual earthquake that causes damage to facility or grounds, the OC Property Department will be called to inspect the facility as soon as safety permits. Clients will be evacuated from building and transported to other shelter as needed.

K. Security Plan

The Shelter Operator will follow policies and procedures that promote utmost safety for clients, staff, volunteers, and the community and will strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate.

1. Eligibility Screening

No person validated on the sex offender registry (Megan's Law) will be allowed to access the shelter property. Additionally, no felons with open warrants will be allowed to access the shelter property. The Shelter Operation will work cooperatively with the local police department and will utilize <http://ws.ocsd.org/ArrestWarrants> to screen clients for open warrants.

2. Secured Entrances

All clients will be required to enter the shelter in a coordinated, peaceful fashion. Families will have a separate entrance for entering the shelter as well as separate sleeping areas.

All clients will present identification upon entry. Clients without valid California identification cards will be given supportive services to secure a valid identification card. Clients will also receive a shelter-specific ID to use for admission into the shelter during the duration of their stay.

All clients and their belongings will be checked by security personnel, utilizing security wands each time they enter and exit from the shelter and all contraband will be seized. Contraband items include but are not limited to: weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items or environmentally harmful goods.

Clients will sign in upon entrance, and sign out upon exit from the building.

3. On-site Security Personnel

The Shelter Operator will provide a sufficient number of trained security guards to ensure the safety of clients and the surrounding neighborhood, 24 hours a day.

Security will be on site at all times, and will conduct security rounds of the facility as necessary.

Security guards will be stationed both inside and outside the shelter to ensure maximum coverage.

Security guards will be accessible and visible to clients, and survey facility for any potential concerns. Staff and security will have communication with each other via portable electronic equipment.

Security guards will be contracted through a third party vendor. Security guards will carry non-lethal weapons such as mace, batons and handcuffs. Vendor will ensure that all security staff will be regularly trained.

Security guards will receive "Homeless Sensitivity Training" through the Shelter Operator's resources.

Daily Recommended Operational Staff to Security Ratios

	Staff	Security Guards
6:00:00 AM	5	3
7:00:00 AM	4	3
8:00:00 AM	4	3
9:00:00 AM	5	3
10:00:00 AM	6	3
11:00:00 AM	6	3
12:00:00 PM	6	3
1:00:00 PM	5	3
2:00:00 PM	8	3
3:00:00 PM	6	3
4:00:00 PM	7	3
5:00:00 PM	9	5
6:00:00 PM	11	5
7:00:00 PM	9	5
8:00:00 PM	8	5
9:00:00 PM	5	5
10:00:00 PM	3	3
11:00:00 PM	3	3
12:00:00 AM	3	3
1:00:00 AM	3	3
2:00:00 AM	3	3
3:00:00 AM	3	3
4:00:00 AM	3	3
5:00:00 AM	3	3
2 Security Guards are off-site at bus/shuttle locations during these times		
Excludes Program Manager and Cook, who have flexible schedules		

Shift Coverage	Time	Staffing Levels	Security Levels
Morning Coverage	6:00AM-1:00PM	4-6 staff	3 Security Guards
Afternoon Coverage	1:00PM - 10:00PM	5-11 staff	5 Security Guards
Night/Sleeping Coverage	10:00PM-6:00AM	3 staff	3 Security Guards

4. Security Alarms and Cameras

The building will be equipped with security cameras inside and outside, safety alarms, and a portable communication device worn by staff. Staff will also have access to panic buttons which will silently summon police to the facility during emergency situations.

A staff member will monitor security through cameras at intake desk and administrative office areas.

5. Security Lighting

Security lighting will be used both inside and outside the facility to highlight entrances and parking lot. A staff person will escort any persons to parking lot or security gate after sunset.

6. Loitering Policy

Clients will not be allowed to loiter in the surrounding neighborhood. Violations of this rule may cause a client to be exited from the facility. The Shelter Operator's Good Neighbor Policy will include regular checks of surrounding area to prevent and control loitering issues.

7. De-escalating Conflicts

All employees will receive training in communication techniques that de-escalate confrontations.

8. Entrance and Exit Procedures

All staff and clients will enter and exit through one main entrance and security check point. Families with children will be escorted to a separate entrance location will also include a security checkpoint. Both entrances will be equipped with security cameras for inside and outside the

facility, safety alarms and a portable communication device worn by staff for control of entrance and activity inside the building. All areas of the building will be locked when not in use. The building will be zoned so that clients will only have access to the areas which they need. During sleeping hours clients will have restricted access to other areas of the building.

All clients will present identification upon entry and their person and belongings will be searched by security. They will sign in upon entrance and sign out upon exit from the building.

All clients will enter the property by bus/shuttle. Clients will be escorted from the designated parking lot area and bus/shuttle drop off area to the shelter entrance. Multi-Service Center clients will follow the same entrance procedures.

9. Policy regarding storage of client's possessions

All clients will have access to limited personal storage space. Each client bed will have a small storage locker for personal valuables.

A limited number of outdoor storage bins will be available to clients through a reservation process. A client who qualifies and requests their personal effects to be stored in these outdoor bins must sign a "Storage Bin Agreement" form which states that staff is not responsible for any items that are lost, stolen, or damaged. A client may store personal property in their assigned bin, to its maximum capacity.

A client storage log will be signed at each visit to the storage area. The storage area may be accessed, with staff supervision and only during assigned hours during the day.

All items will be stored for the length of the client's stay at the shelter. The right to store items may be revoked based on violation of rules and/or the management's discretion. Once a client has exited the shelter program, any personal effects may be stored for up to 7 days; after which, the property will be donated or disposed of. Clients who have exited from the shelter program must contact staff to set an appointment to collect their personal belongings.

In the event the client cannot come to retrieve their own property, they may name a proxy of their choosing to pick up their effects by filling out an Authorization for Release of Personal Property form. The client will be responsible for asking their designated contact person to retrieve property, if needed.

No contraband items may be stored at the shelter. Contraband items include but are not limited to: weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items or environmentally harmful goods.

10. Policy pertaining to authorized/unauthorized search of clients' property by staff

The Shelter staff will have the right to inspect all storage areas to ensure compliance with contraband policies. Staff has the right to designate a period of time when a client will be ineligible for re-entry to facility, if contraband is found. Length of ineligible time will be documented according to the "Exit and Readmission Policies".

When inspecting a client's possessions without them present, two staff persons will be responsible for the search. An Authorization Form will be signed by the client at time of entrance into facility when they place items into the storage area. When items are found in the client's possession that are not suitable for storage, clients can choose to have staff dispose of the item or client may store property off site premises at their own cost.

11. Policy on Possession of Weapons On-Site

No weapons or objects which can be used as weapons will be brought into the shelter. All of a client's belongings that they are carrying on-site will be searched upon entry and inspected for weapons and items that could be used as such. Anyone found with a weapon or dangerous material that can be used as a weapon will be asked to immediately leave the premises and neighborhood of the facility. Sharp objects such as tools or scissors will be stored in locked storage areas and not taken into shelter living areas.

All kitchen knives and sharp objects, hazardous materials, and cleaning equipment that could be used as a weapon will be kept in locked areas with only staff accessibility.

12. Procedure for Contacting Police

The intention of the Shelter Operator should be to act as self-sufficiently as possible and minimize the shelter's impact on the local police department. This includes ensuring that staff and security will be trained to properly manage and respond to an array of difficult situations that may occur at shelter.

In establishing a procedure for contacting police, the Shelter Operator will work cooperatively with the local police department to establish shelter policies and procedures on how and when to contact police for conflict resolution, trespassing, theft, unruly behaviors, loitering around property, mental health evaluation, and emergencies.

Upon consensus, a 911 protocol will be established and followed. All staff members will be trained in these procedures. 911 may be called for any medical emergencies, violent behaviors that endanger others, and suicidal ideation.

L. Health Policies

1. Housekeeping Policy

The Shelter Operator will commit to and understand the importance of maintaining hygienic, sanitary environments for the well-being of clients, volunteers and staff. The Shelter Operator will maintain written, standardized housekeeping procedures. Each procedure will be designed for safety of staff and clients and for a consistent, high standard of housekeeping. Staff will be provided with training in these procedures, will be monitored in performance of the procedures, and evaluated in their effective use of them. Training may include education on any hazardous materials with which staff may come into contact when carrying out their assigned work tasks. The complete list of procedures will be included in a Shelter Policy and Procedures Manual and made available to all employees.

Outside janitorial staff will be contracted to assist in the maintenance and cleaning of the facility. Thorough daily cleaning of all client areas including living quarters, kitchen and dining areas, and common areas will be done using institution strength anti-bacterial products. Bathrooms, showers, and eating areas will be given priority attention. The kitchen and dining areas will be cleaned according to strict health standards after each meal. Office space will be cleaned weekly by the contracted janitorial staff and as needed by Shelter staff and partner organizations using the space.

To prevent cross-contamination, clients will be required to store personal toiletries in plastic sealable bags on their beds when not in use. Clients will be assigned a set of linens at intake for their use while in the shelter. The client will be responsible for making and maintaining their bed each morning. Staff will wash bed linens weekly in hot water with bleach unless special circumstances require more regular cleaning.

All staff will practice universal precautions in handling of laundry, cleaning of facility, and general self – health care. Specifically:

- Staff will wear appropriate protective garments (i.e. gloves) while completing tasks;
- Staff will use recommended disinfecting cleaning products for each area of facility;
- Staff will practice required hand-washing procedures;
- Kitchen staff will be trained in and practice required food-handling procedures;
- All client clothes will be washed upon initial intake and weekly thereafter;
- All laundry will be handled according to safety and washing procedures;
- Staff and volunteers will follow a set of Program Rules and Regulations for working when they are sick/contagious.

The outside grounds will be included in the housekeeping standards and schedule. The facility's outside spaces, parking lot, and green areas will be cleaned daily from debris and litter. Chairs and tables will be washed according to inside standards. Minor repairs of the facility and grounds will be completed by the Shelter staff. Any major repairs or work requiring specialized training will be completed by approved vendors.

The Multi-Service Center will be included the housekeeping standards and schedule. The Service Partner agencies must adhere to housekeeping procedures as outlined in their MOU agreement. Service Provider Partners will be expected to respect and keep their areas clean after usage.

2. Pet and Service Animal Policies

Clients will be permitted to bring pets and service animals to the shelter. Only registered animals that have proof of current vaccinations will be allowed at the facility. Service animals will be permitted to stay in the shelter and living areas, all other animals must stay in the provided kennels on the grounds. In order to qualify as a service animal, a client must produce an official letter from a licensed physician stating that the animal is needed to help the disabled individual perform some of the functions and tasks that an individual with a disability cannot perform for him or herself.

The health and well-being of all pets and service animals brought into the shelter will be the responsibility of their owner. Clients must feed and clean up after their pets and service animals, Shelter staff will not be able to provide food. Clients who are unable to care for or feed for their pets or cannot control them while at the shelter will be asked to remove the pets from the facility.

3. Possession and Use of Controlled Substances

The Shelter Operator will have a strict policy prohibiting the possession or use of alcohol or controlled substances at the Year Round Emergency Shelter Program and on the Multi-Service Center premises by employees, residents, clients, and general public.

It will be the intent of the Shelter Operator to promote a safe, healthy and productive environment for everyone. Staff recognizes that the illegal and/or excessive use of drugs and alcohol, or the inappropriate use of prescribed drugs is not conducive to a safe living environment. It will be the objective of the Shelter Operator to have an environment that is free from the influence of controlled substances and alcohol at all times on premises. The unlawful purchase, possession, transfer, manufacturing, distribution, dispensation or use of any illegal drug is inconsistent with the objective of operating in a safe and efficient manner and will be strictly prohibited and is contrary to the Year Round Emergency Shelter Program and Multi-Service Center's mission.

4. Policy for Drug Possession

Staff will have the right to refuse entrance to any client who is noticeably under the influence, exhibiting behavior that is inappropriate due to influence, or otherwise cannot follow the rules and expected behaviors of a client while participating in shelter activities. If alcohol, illegal substances, or paraphernalia are found in client's possession after they have completed entry paperwork and necessary security screenings, that client may be asked to exit the facility at the discretion of staff. They may be given a time frame of their next eligible readmission date. The illegal drug or alcohol will be disposed of and documented by two staff following written protocol in a Policy and Procedures Manual.

5. Security, Use and Access of Prescription Medications

If a client has medications that must be administered throughout the evening/night or will be damaged by extreme heat or cold, they may retrieve them from a designated staff person. If a medication needs to be refrigerated, the medication will be packaged and labeled with person's name, bed number, and name of medication and placed inside a designated locked refrigerator.

A client who qualifies and requests their medications to be stored in a locked area must sign an Agreement Form and will have access to the medications as soon as possible by their request to the staff on duty. The client will be responsible for requesting and taking their own medications within limits of how they are prescribed. Only the person whose name is on the medications will be able to retrieve them.

6. Client Use of Over-The-Counter Medications

Use and storage of over-the-counter medications follow the same policy and procedures of prescription medications.

7. Client Access to Emergency and Medical Care

Clients may have access to medical care at any time. Client should communicate to staff member on duty their need for medical care, if possible. Medical support may be accessed through the onsite Medical Wing and/or through local hospitals if and when access to the Medical Wing is not available.

If a client requires first aid items, they may access them from a shelter staff member at the service desk. The staff member may assist the client in first aid care with client's permission, as he/she will be trained, and using universal precautions.

In case of a seizure, staff will be trained in appropriate safety precautions and will call support from the Medical Wing staff or 911 if seizure persists or causes bodily harm. If a client needs emergency or serious medical care, the staff on duty will call 911 and follow 911 procedures. In case of an injury, staff will not move the client. They will contact other staff, call 911, and if appropriate, check breathing and pulse and begin CPR if needed. One staff member or trained volunteer will attempt to keep the client comfortable and keep other clients away from immediate scene, while another staff member will wait for medical personnel, give medical personnel information about client, and direct them to client.

The Program Manager will be called as soon as possible. After client emergency or incident has been controlled, the lead staff member will complete an Incident Report form which will be sent to the Program Manager and higher-level staff as needed.

8. First Aid Equipment, Supplies and Procedures

The Shelter Provider and/or Medical Wing partner will have first aid supplies available at all times. The first aid kit will be inspected monthly, updated as items expire, and re-stocked after each use. Staff members will be trained annually in universal precautions, first aid care, seizure, or Mental Health crisis. Any incident occurring at the Year Round Emergency Shelter Program requiring first aid will be documented in the daily report and an Incident Report will be prepared and sent to Program Manager and other higher-level staff as necessary.

9. Policies & Procedures for Disease Prevention

The Shelter Operator will have protocols for prevention and treatment of certain diseases and conditions such as seizures, diabetic episodes, mental health episodes, lice, bed bugs, influenza, and other communicable and contagious diseases. Universal precautions will be maintained at all times in handling of fluids, client clothing, laundry, and in all cleaning of premises.

When an accident or injury to an employee or client occurs or when there has been damage to Shelter property, staff will follow a set protocol which includes:

- Immediately contacting Supervisor about the situation
- Dealing with any injuries
- Securing the accident scene by obtaining names, addresses, and phone numbers of witnesses if possible, taking photos if possible, and noting any unusual circumstances
- Recording all necessary information to complete a formal report
- Not accepting any responsibility on behalf of the Shelter Operator
- Reporting all accidents or injuries within 24 hours to insurance carrier

If a client shows symptoms of a contagious disease or other public health concern that might threaten another person, the client will be sent to the Medical Wing or emergency room for diagnosis and treatment. If a client leaves due to disease, the bedding and client's clothes will be washed, bed cleaned, and bedding replaced on bed. Clothes and belongings will be stored in designated area and held for the maximum amount of time permitted. The Shelter will operate to conform to best health practices and concerns.

Universal precautions will be used for all handling of client possessions. Staff will follow hand washing techniques recommended by OC Health Department.

All staff will be tested for TB as required by OSHA standards and written in the Shelter Operator's Policy and Procedures handbook. If a client shows symptoms of tuberculosis, the client will be sent for medical diagnosis and asked to receive a TB test. All clients will be offered TB testing through the Medical Services on site as a community health benefit.

M. Food Policies

1. Provision of Nutritional Needs of Clients

The Shelter Operator will provide a breakfast, lunch and hot dinner to each client every day. Meals will be prepared through the on-site kitchen facility. The Emergency Services Food Coordinator will work with the Kitchen staff to coordinate a weekly menu. They will ensure that meals will be nutritious and balanced.

The Shelter Operation will include in its in-kind donation strategies, opportunities for food donations and partnerships with local food banks. The Shelter Operator will also work with community and church partners and existing community meal service programs to offer opportunities to feed the homeless individuals and families at the shelter. In the event that an on-site kitchen is not included in the design for the shelter, Shelter Operator may purchase daily food deliveries through a third-party vendor and include such expenses in their operating budget.

Tables will be set up for meals in the dining area of the Shelter at the scheduled meal times.

Food will be served at designated times of operation for registered shelter clients only. Clients of the Multi-Service Center will not be permitted to access the dining area, nor will they be allowed to participate in daily meals.

2. Meeting the Health Department Standards

The Shelter Operator, Food Coordinator, and Kitchen Staff will meet all OC Health Department standards. Inspections will be completed by the Health Department and any changes will be made if indicated. The certificates for Health Department inspection results will be posted in the Kitchen area of the facility. All cook staff will be required to have completed the ServSafe Food Handler Program.

3. Provisions for the Sanitary Storage and Preparation of Food

The Year Round Emergency Shelter Program will have adequate space for storage of dry foods, refrigerated foods, frozen foods, and supplies. Separate refrigerator/ freezer space should be available for client medications. The Shelter Operator will provide extra refrigeration and freezer appliances as needed to supplement safe storage of food, if space is available. Current certificates of food handling safety will be posted in the kitchen area and in the employee file for each cook. Cooks and volunteers assisting them follow the procedures of the OC Health Department as taught in the ServSafe Food Handler Program. All volunteers will be supervised by a cook employee. Other employees will only be allowed in kitchen area under supervision of cook.

All storage areas will be cleaned on a planned schedule and outdated food will be disposed of. There will be a rotation schedule for storage and use of food in freezer, refrigerator, and dry goods pantry that maximizes use of food so that it does not become outdated.

N. Transportation Policies

The policies for travel to and from the Year Round Emergency Shelter Program will be designed to support client needs and minimize potential impact on the adjacent residential neighborhood and businesses.

The following transportation measures will be implemented:

1. Transportation Flow On and Off Property

The Shelter Provider will create a plan for safe and effective flow of traffic on and off the property based on the schematics of the shelter grounds and surrounding neighborhood. Considerations should include provisions for pedestrian, bicycle, personal transportation and bus and shuttle services.

2. Pedestrian Traffic

The shelter will operate by bed reservation only and no walk-ins will be accepted. The clients will be expected to utilize the transportation options that will be provided to them by the Shelter Operator.

No walk-up policy will be posted and disseminated throughout the community.

Any individual that does walk-up will receive information on how to make a bed reservation, set-up appointments with the multi-service center and be provided transportation to a self-directed location out of the surrounding area to return only when the established reservation protocol has been followed.

3. Bicycle Traffic and Parking

A bicycle rack will be provided in a secured outdoor area. Bike locks will be encouraged but are the responsibility of the client to obtain. Bus and shuttle transportation vehicles will be designed to transport bicycles to mitigate foot traffic to the facility.

4. Bus and Shuttle Transportation Services

Access to the shelter will be provided by bus and/or shuttle transportation services. The Shelter Operator will work cooperatively with city and county officials, OCTA and other stakeholders to provide the most cost-effective means for providing transportation to and from the shelter.

It is recommended that there be a minimum of three (3) designated pick up locations that provide ample geographic range for qualified clients seeking shelter services. Locations will be selected by the host city/police department and/or in collaboration with neighboring police departments. Operator will not drop-off/pick-up other than at agreed upon locations.

Daily bus and/or shuttles (public if bus routes allow for drop off at site or private if this is required by location of the site) will be provided to transport all screened clients to the Shelter Site. Security guards will be staffed at each location to ensure only prescreened clients with bed reservations receive transportation to the shelter. Operator/Security will also conduct random daily checks of 1 mile radius to shelter and drop-off/pick-up locations to enforce shelter rules and avoid loitering and homeless congregations.

To avoid, long term loitering at the bus and/or shuttle pick up areas, clients may arrive at the bus and/or shuttle Stop fifteen (15) minutes before the Bus/Shuttle departure time.

Drop-off/pick-up locations are an extension of the shelter and thus any violation such as loitering constitutes a violation of the shelter rules which will be strictly enforced.

The bus and/or shuttles will provide a pick-up at 4:00 PM, transporting new and returning clients. Prospective new clients must be present at designated pickup locations at 4:00pm or risk forfeiting their bed.

A second bus and/or shuttle will provide pickups at 7:00PM, transporting new clients on the daily waiting list and/or returning clients.

In the case of special circumstances, and only if arrangements have been communicated by the client to their Employment and Housing Navigator and/or bed reservation staff the prior evening, returning clients who are unable to return to the shelter at the designated time and utilize the second bus and/or shuttle may use alternate public transportation to return to the Year Round Emergency Shelter Program.

Each morning, two bus and/or shuttle services will be provided for clients who desire to leave the shelter for employment and other personal appointments. Scheduled times will be at 6:00AM and 10:00AM.

5. Personal Vehicle Transportation and Parking

The Shelter parking lot will be available to Shelter staff. Volunteers, vendors, and community visitors may also park their vehicles in Year Round Emergency Shelter Program lot while at the facility.

Vehicles eligible to park in the Year Round Emergency Shelter lot will be listed on the Vehicle Parking Form by license plate and client name. Vehicles in lot overnight must be registered on this log each night. Security staff will include the parking lot during security rotations.

Shelter Operator also has the right to tow any vehicle found parked in undesignated areas outside the shelter in the surrounding neighborhoods.

6. Staff Transportation of Clients

Shelter staff members will not be permitted to transport clients under any circumstances in their personal vehicles. Only designated staff in shelter owned/operated or contracted vehicles may transport clients.

7. Transportation Policies for Multi-Service Center Clients

If Phase II is implemented, transportation to and from the Multi-Service Center must be arranged by the Service Provider partner.

8. Delivery of Shelter Goods and Community Donations

Deliveries for shelter goods and community donations will be dropped off in a designated area. The planned location for these designated drop-offs will take into consideration pedestrian, bike and other vehicle traffic routes to minimize safety risks and impact to the shelter site and surrounding area.

It is anticipated that delivery of goods from contracted vendors will occur approximately 3xs weekly. The delivery of community donations by private donors will occur approximately 3xs daily during designated donation drop-off times.

All deliveries of goods and/or donations will occur between the hours of 10AM-4PM.

O. Financial Policies

1. Financial Requests from Clients

Financial requests from clients must be requested and received through their Employment and Housing Navigator and/or through Service Provider Partner at the Multi-Service Center. Clients will sign a designated log when they receive the requested item (bus pass, clothing/food voucher, etc.). All bus passes and/or vouchers must be kept in a locked safe in a locked office or closet at all times when not in use.

The Shelter Operator and/or Service Provider partners may offer these financial assistance opportunities to clients, when available and must establish priority levels and/or other fair means for distribution. The Shelter Operator and/or Service Provider partners will not be obligated to fulfill all financial requests from clients that they receive.

2. Client Possessions and Funds

No funds of clients will be handled by the Shelter staff. Clients with funds that they keep while at the Shelter will be responsible for their security and safety. It will be encouraged by staff for clients not to have funds on site, and to store wallet, electronic devices, and any cash in appropriate locked storage. The Shelter Operator will have a policy of not being responsible for lost or stolen items that is included in a Policy and Procedures Manual, listed in the signed Rules agreement, and read nightly when rules will be reviewed before intake.

Clients will not be permitted to give cash to staff at any time, for any reason.

3. Annual Outside Audit

An independent financial audit of the Shelter Operator will be completed on an annual basis. A most current audit will be kept on file at the Shelter Operator's administration office(s) and may be viewed as necessary.

The Year Round Emergency Shelter Program may also subject to an annual program audit or monitoring. It will be the responsibility of the Shelter Operator to correct any deficiencies reported by the audit within the time limits available to them. Failure to comply may result in the termination of their Shelter Operator contract.

4. Financial Reports Review

Financial reports will be produced each month by the accounting department of the Shelter Operator. These reports will be reviewed by an appropriate office of the County of Orange.

The Administration Office of the Shelter Operator will review financial statements and budgets with each Program Manager on a regular basis. Adjustment will be made in spending as necessary.

P. Legal Policies

1. Policy for Compliance with Local Laws

The Shelter Operator will follow all OC Health Department and Fire Code requirements, and has staff trained for food handling, CPR, fire drills and other disaster evacuation procedures. The Shelter Operator and staff will work cooperatively with local law enforcement to communicate any breaking of laws by clientele while on its premises. Additionally, Shelter staff and management will cooperate with law enforcement agencies on investigations for persons wanted for crimes as much as is possible while maintaining policies on client confidentiality.

2. Policy for Compliance with Labor Laws

The Shelter Operator will comply with all required labor laws. OSHA training and reviews will be done during staff meetings on a quarterly basis. OSHA flyers will be posted in administrative offices.

The Shelter Operator's wages will be at or above minimum wage. Employee breaks, meals, and overtime will be monitored legally and compensated as needed. The Shelter Operator will be contracted with a company to examine any work injuries. The proper incident reports, Workmen's Compensation forms, and requirements will be completed.

Q. Non-Discrimination Policies

The Shelter Operator will adhere to a policy of non-discrimination which will be stated in the Shelter Operator's Policies and Procedures Manual.

The Shelter Operator will not discriminate in the provision of client care based on age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national or ethnic origin, HIV status, disability, or veteran status.

1. Policy for Compliance with Americans with Disabilities Act

The Shelter Operator will comply with appropriate standards of The Americans with Disabilities Act (ADA). Staff will be trained about and will be cognizant of any physical disability upon entrance of the client and will assist as needed to conquer any barriers from the structure of the building. Staff will receive training to work appropriately with persons with disabilities. All persons will be treated with dignity, value, and worth.

2. Gender-Specific Programming Policy

Persons accessing the Year Round Emergency Shelter Program services will be identified by the gender identification for which they choose. Staff will provide beds to persons of gender identity, expression and sexual orientation with due regard to privacy and client rights. Bathrooms and showers will be constructed with equal privacy for all clients, regardless of sexual orientation, expression, or identity. All programs and services will be available with the dignity of all clients as highest priority.

3. Sexual Harassment Policy

All clients, volunteers, and employees should be able to coexist at the Year Round Emergency Shelter Program in a trauma informed care environment, free from sexual harassment and inappropriate sexual behavior.

The Shelter will have a zero tolerance policy for sexual harassment and inappropriate behavior of a sexual nature. No sexual harassment will be tolerated by anyone on the facility grounds -

including by staff, volunteers, or clients. Clients, staff, and volunteers will be notified if in the Shelter Operator's sole discretion any of their remarks, advances, gestures, or attire constitutes sexual harassment toward any person in the Year Round Emergency Shelter facility.

Anyone who believes he or she has been the subject of any such behavior will be urged to report it to the staff or supervisor immediately. A report will be completed and taken to appropriate staff or supervisor for resolution. Reported incidents will be investigated on a confidential basis. Provisions will be instituted to guard the safety and emotional health of persons who have been victims of a reported incident. After proper review, a person found to have engaged in sexual harassment or inappropriate behavior of a sexual nature will be subject to disciplinary action including possible immediate exit from program or termination from employment.

4. Policy Regarding Sex Offenders

The Shelter Operator will have strict requirements for the safety of children and vulnerable adults. Staff and volunteers will be trained in sex abuse definitions, sex offender policies, child abuse, and vulnerable adult abuse. All employees must review this training yearly and be certified to have passed its standards.

The Shelter Operator will follow federal law requirements in reporting sex offenders. All clients will be screened for sex offenses through the National Megan's Law database. Screening will be conducted at the time of reservation; no potential participants with a registered sex offense will be allowed on the bus/shuttle or admitted as clients.

R. Confidentiality Policies

1. Personal Confidentiality

People seek help from emergency shelters at a difficult time in their lives. Their need for service and the help that can be given is determined through sharing of factual and personal information. For this to be effective, every client must be able to trust that every staff member and volunteer hold confidential the shared information.

Therefore, the Shelter staff and Shelter Operator will keep strict confidentiality practices as written in Confidentiality Policy. These practices include:

1) Fact of Participation: The fact that an individual is or has been a participant in the Year Round Emergency Shelter program should not be disclosed except as may be specifically defined. Inquiries by visit, telephone or letter regarding a participant in the program should be answered with the statement that information as to whether a particular person is or has been in residence cannot be divulged; that if in fact the individual is in residence, they will be advised of the inquiry, and that, at their discretion, they will or will not communicate with the inquirer.

2) Disclosure to Other Agencies: Disclosure of client information to other social service agencies, whether on a referral to or from the agency, generally may be permitted only with the person's written consent. Information is to be withheld where enjoined by law and where by contract The Shelter Operator has agreed to maintain the confidentiality of client records (as under the Privacy Act.)

Disclosure of information relating to program participants should not be made to employers, credit agencies, unions or other similar organizations, except at the request, and with the consent of the participant.

3) Information to the Client: In some situations it may be required by law to disclose to the participant information contained in his/her own case record. Information disclosed should be limited to that which is included in the formal case record. The formal case record should contain factual information, not counselor notes and observations. Information provided by other agencies should not be shared.

4) Law Enforcement Agencies: All requests for information regarding clients originating from law enforcement agents, should be referred to the Shelter Operator's acting Legal Department. Before any action is taken on any legal request, a staff member or program manager should contact their Legal Department as there are boundaries in place to determine the sharing of information with law enforcement personnel according to its policies on client confidentiality (as stated in the Shelter Operator's Policy Manual) and applicable law.

When an arrest warrant or a search warrant has been issued by a court after a showing of probable cause, if such a warrant is presented to the facility relating to a client in the residence, staff will cooperate with the law enforcement agency in making the arrest or the search, preferably in a manner which will involve the least disruption of the program at the facility.

5) Written Consent: If there is any doubt as to whether client information should be disclosed, the consent of the client should be first obtained, except as otherwise required by law. The consent will be in writing on a Release of Information form and should identify the information to be disclosed, the person or agency to whom it will be disclosed, and the purpose of the disclosure, and the period of time during which authorization is granted.

6) Abuse Reporting: The Shelter Operator and Shelter staff will comply with all state and municipal laws requiring reporting to governmental agencies of instances of child abuse, domestic violence and elder abuse. Staff will report any suspicion or evidence of child abuse or vulnerable adult abuse according to law's requirements. All staff persons at the shelter will be mandatory reporters. An incident report will also be completed and submitted to the Program Manager and any higher-level staff as needed. All staff will be trained at time of hire to spot signs of abuse and to properly document and report it. Training will be repeated annually.

7) Harm to Self or Others: If a client at the shelter program shares with a staff person a viable threat to do harm to self or another, the terms of confidentiality can be revoked, as in the case of suicidal or homicidal admittance.

2. Database Confidentiality Policies

Only trained Intake staff, Employment and Housing Navigators, and management staff will be authorized to access the HMIS Database. Each staff person will have a separate password for entry. Staff is only to use computers that are authorized and HMIS compliant. No persons without a username and password set up by the Shelter Operator's IT department should have access to staff-only computers.

3. Exceptions to the Confidentiality Policy

All clients will be informed that when the law requires Management to disclose client-related information, such as to prevent danger to self or others or to report child and elderly/vulnerable adult abuse, Staff will do so.

S. Grievance Policies

The grievance procedure will be applicable for any conflicts or disagreements between clients and clients and clients and staff. For example, the grievance process may be employed to address disruptive behavior or appeal incorrect formal action. However, in no way does the grievance procedure suspend the rules or consequences established in the Shelter Rules signed upon entering the program. Clients will have the right to file a grievance without the fear of harmful repercussions from staff or other residents.

1. Receiving and Posting

The Grievance Procedure should be clearly posted in the Policy and Procedure Manual and available at the shelter facility. A client will be given a copy of the grievance procedure when a

conflict has occurred that cannot be resolved satisfactorily between the client and a staff person or another client, or the client has a complaint about an event that occurred at the Shelter involving that client. The Grievance Policy Form will be read by the client and signed.

2. Meeting with Staff

Once received, staff will decide at the earliest regular staff meeting which grievances warrant a meeting. If needed, a formal grievance meeting will be called, headed by the Program Manager or their assistant. Prior to this meeting, the client defendant will be given a copy of the grievance so he/she may prepare to respond to the grievance.

At the grievance meeting, the plaintiff will begin stating his/her case. The defendant will then respond. All present will be allowed to ask questions of either the plaintiff or defendant. The burden of proof rests with the plaintiff. All decisions will be binding and after the formal grievance procedure has been completed, staff and residents will be expected to regard the matter as settled and in the past.

If a client expresses a concern or makes a complaint concerning their involuntary discharge, he/she may take the following steps:

- The client may request to discuss the matter with the Program Manager, who will make a decision on any corrective action required within the boundaries of his/her authority. When appropriate the Manager will notify higher-level staff.
- If the client is still unsatisfied with the outcome, he may submit a request for intervention to the Shelter Operator's Executive Director, who will acknowledge receipt within a reasonable time frame. The Executive Director will take any corrective action required within 10 days and inform the client, in writing, of the resolution.
- Clients have the right to ask assistance of another person to speak on their behalf, or to help fill out a grievance form.
- Client grievances will be reported in monthly program reports. The Executive Director or other Shelter Operator executive staff member entity review all grievances quarterly and/or annually, providing a level of review that does not involve the client about whom the complaint was made or the person who reached the decision.
- Grievances and resolutions should be documented in client file and incident reports

3. Whistleblower Policy

Clients should have several ways in which they may share a grievance – verbally or written, anonymous or through a third party. A suggestion and grievance box will be available in the common area and will be checked weekly by staff.

Confidentiality will be strictly kept between the person making the complaint and the Program Manager which will withhold information internally to the extent prudent where a complaint involves a staff member or volunteer. The Grievance Procedure will be clearly posted in the Policy and Procedure Manual and available at the facility.

SECTION III. STAFFING AND MANAGEMENT PLAN

A. Staff Policies

1. Hiring Policy

The Shelter Operator must be an equal opportunity employer. A copy of its applicable Equal Opportunity and Affirmative Action Policy will be available in the Employee Handbook and through the Human Resources department of the Administrative Offices.

All staff positions and newly hired staff will be approved by the Program Manager and Directors and will be thoroughly vetted through a new hire process as outlined below.

2. Screening Procedure

Position openings will be posted on various employment networking websites. Potential applicants will be screened through a two-step interview process.

The first interview will be scheduled with the Orange County Program Director of Year Round Emergency Shelter Program, Services, and Outreach as well as the Program Manager of Year Round Emergency Shelter Program and Services. If deemed eligible, the applicant will conduct an interview with the Executive Director and Operations Director of the agency.

3. Acceptance Procedure

A completed application packet and staff letter of recommendation will be sent to the head of the Human Resources Department who conducts a thorough background check. Every potential applicant will be screened for active warrants, violent felony convictions, sexual offenses which require registration, and legal ability to work. Staff who will be in direct contact with clients will also be required to complete Tuberculosis screening as well as training for mandated reporting policies. The applicant must successfully complete all screening requirements before they will be able to begin working directly with clients.

Upon hire, the new employee will sign a job agreement form and will be provided a job description informational sheet for their records. They will also attend a general orientation program led by the Head of the Human Resources Department. This orientation will cover important topics, such as but not limited to, sexual harassment policies, and appropriate interactions with co-workers, volunteers, and clients. Training places a heavy emphasis on appropriate conduct between staff and clients will be expected to adhere to these practices when interacting with clients. Program Managers complete a more lengthy program-specific orientation process.

4. Staffing Policies for Safe Humane Environment

The Year Round Emergency Shelter Program and Multi-Service Center will be staffed to provide the safest, most dignified environment for all clients. All staff will be easily identifiable and will be required to wear Shelter Operator- Approved shirts as well as name tags while on site.

It is recommended that a total of 4 full- time staff and up to 33 part-time staff at the Year Round Emergency Shelter Program. Staff will be scheduled to optimize safety of staff, volunteers and clients and to provide optimal coverage during hours of high volume.

The **Orange County Program Director of Year Round Emergency Shelter Program, Services, and Outreach** will be responsible for the performance of all Year Round Emergency Shelter Program, Services, and Outreach Activities in Orange County. Their primary responsibilities include program management, development, and community relations, which includes supervising the Program Manager of the Year Round Emergency Shelter Program. They will oversee scheduling and coordination of all Shelter sites and services, implement new services, manage the budget, and assist in various aspects of staff's duties.

All Shelter operations and staff will be supervised by the full time **Program Manager of Year Round Emergency Shelter Program and Services**. The Manager will be a full time, salaried position with an Associate's Degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations. The Program Manager will be responsible for coordinating program services for the Year Round Emergency Shelter Program and Multi-Purpose Center. Primary responsibilities include supervising support staff. This position may require the transportation of supplies. This position will report directly to the Orange County Program Director of Year Round Emergency Shelter Program, Services, and Outreach.

The **Emergency Services Site Leader** will be responsible for overseeing services and activities in the Year Round Emergency Shelter Program. They will oversee all shelter activities including logistics and client intake, oversee distribution of services, and assist in coordination of volunteers and supportive services. They will provide support to staff during designated shifts and will assign tasks, oversee administrative duties that support program services. The Site Leader reports directly to the Year Round Emergency Shelter Program and Services Program Manager, reporting any staff or shelter issues as needed.

The **Emergency Services Program Logistics Support Coordinator** will be responsible for providing supportive services and logistical support to the Year Round Emergency Shelter Program during designated shifts. This position will require a flexible work schedule including weekend, morning, evening, and holiday shifts to provide optimal coverage during Shelter hours. This position will report directly to the Year Round Emergency Shelter Program and Services Program Manager. This position will assist with shelter setup and maintenance, general cleanliness and safety of facility, assisting and receiving orders from vendors, posting and updating signs and service calendars, and more as needed.

The **Year Round Emergency Shelter Program Volunteer and Coordinator/Multi-Service Center Concierge** will be responsible for coordinating volunteer services for the Year Round Emergency Shelter Program and provides support for the Multi-Service Center. The volunteer coordinator will work directly with volunteers, conducts orientation, training and provides support to volunteers at the shelter. In the Multi-Service Center, the Volunteer Coordinator' Concierge role will be to recruit and encourage participation by outside service providers, maintain service provider room reservation schedule and ensure the day-to-day operational functions of the Multi-Service Center.

The **Employment and Housing Navigator** position will require an Associate's Degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have working knowledge of mental health and addiction issues. The Employment and Housing Navigator will provide assistance to Shelter clients and conducts an individual assessment of needs, followed by provision of targeted services focused on returning individuals to permanent housing as quickly as possible. The Employment and Housing Navigators will conduct the VI-SPDAT assessment, determine eligibility, enters assessment into Central Intake System for prioritization and linkage to housing provider, helps clients obtain necessary documents, and provides individuals with employment guidance and community resources. When clients are referred to other programs, the Employment and Housing Navigator provides a warm hand-off to the service provider.

The **Year Round Emergency Shelter Program Intake Coordinator** will be responsible for the reservations, intake, and data input and reporting for the Year Round Emergency Shelter Program. The intake coordinator assists clients and manages the HMIS and data reporting requirements. They will be responsible for managing the client reservation process, conducting diversion interviews, and ensure that HMIS data is complete.

The **Year Round Emergency Shelter Program Food Coordinator** will be responsible for coordinating and overseeing the preparation of meals for the Year Round Emergency Shelter. They will be responsible for planning the weekly menu and the cooking schedule, determining the amount of food and supplies as required for daily menus, following safety code, and adhering to strict health, safety, and sanitation standards.

The **Year Round Emergency Shelter Program Kitchen Staff/Cook** will be responsible for assisting with the preparation and meals for the Year Round Emergency Shelter Program and the general upkeep of the kitchen and dining area. They ensure that food preparation areas, cooking surfaces, and utensils will be cleaned using the strictest standards, and verify that prepared food meets requirements for quality and quantity.

The **Emergency Services Overnight Coordinator** will be a part time position that covers overnight shifts at the Year Round Emergency Shelter Program. They resolve conflicts and file incident reports as necessary, report violations and general events in the daily log. They also oversee the cleaning crew and

conduct property checks. The Overnight Coordinator provides general support for clients, ensuring their safety during the night.

Volunteers will assist with daily ongoing operations of the shelter as needed. Volunteers will be needed 7 days per week to help both in the evening up to 8 volunteers (5-8pm), morning hours up to 4 volunteer (5-10am) and mid-day hours up to 10 volunteers (11-4). Volunteers will be assisting with set-up, clean-up, preparing and serving meals, intake, laundry, daytime activities, reservation calls, administrative duties and donations.

Volunteers will be assigned to duties that are appropriate for their age and activity level. It is important that volunteers be reliable and that staff treat them as a vital component of shelter operations.

All the positions requirements and descriptions will be available in the Shelter Operator's Human Resources Department and will be also made readily available to all staff. Please see attached job descriptions.

Recommended Daily Staffing

Overnight Logistics Coordinator	11:00 p.m. - 7:00 a.m.
Overnight Logistics Coordinator	11:00 p.m. - 7:00 a.m.
Overnight Logistics Coordinator	11:00 p.m. - 7:00 a.m.
Morning Logistics Coordinator	5:00 a.m. - 1:00 p.m.
Morning Logistics Coordinator	5:00 a.m. - 1:00 p.m.
Volunteer Coordinator/Concierge	7:00 a.m. - 3:00 p.m.
Site Leader	7:00 a.m. - 3:00 p.m.
Employ/ Housing Navigator	9:00 a.m. - 5:00 p.m.
Employ/ Housing Navigator	1:00 p.m. - 9:00 p.m.
Employ/ Housing Navigator	6:00 p.m. - 10:00 p.m.
Employ/ Housing Navigator	6:00 p.m. - 10:00 p.m.
Site Leader	5:00 p.m. - 11:00 p.m.
Volunteer Coordinator	4:00 p.m. - 9:00 p.m.
Intake Coordinator	2:00 p.m. - 8:00 p.m.
Intake and Data	2:00 p.m. - 8:00 p.m.
Intake and Data	2:00 p.m. - 8:00 p.m.
Reservation and Data	10:00 a.m. - 3:00 p.m.
Food Coordinator / Cook	3:00 p.m. - 8:00 p.m.
Kitchen Staff/Cook	3:00 p.m. - 9:00 p.m.
Overnight Logistics Coordinator	5:00 p.m. - 11:00 p.m.
Overnight Logistics Coordinator	5:00 p.m. - 11:00 p.m.
<p>*Program Manager will have a flexible schedule offering day and/or night support throughout the week as needed</p>	

B. Policies for Staff Training

All Year Round Emergency Shelter Program staff will be trained when hired in emergency evacuation, first aid procedures, mandated reporting policies, crisis intervention, and CPR procedures. This training will be repeated and updated annually and as needed. Staff may receive additional training on different topics as opportunities arise and are needed.

Each staff member also receives on-going in-service training in crisis management. Staff will also be trained in Strength Based Approaches and positive communication skills. Each staff member will be required to attend annual training to update and improve their knowledge. Documentation of training will be kept in each employee's file by the Program Manager and is provided to the Head of Human Resources for filing, when appropriate.

Security staff will be provided sensitivity training to better equip them to work with homeless clients, and those in crisis.

1. Emergency Procedures - Evacuation, First Aid, and CPR, 911 Reporting

Year Round Emergency Shelter Program staff will be trained in fire, earthquake, and chemical spill evacuation procedures when hired and annually. Evacuation drills with all staff and clients will be held and recorded quarterly. Evacuation protocols will be recorded at the Service Desk for reference. Evacuation maps will be posted throughout the facility. All staff will be trained in first aid and CPR procedures annually. 911 reporting will be taught in orientation and reviewed annually. CPR certificates will be kept in staff files. Universal precautions will be followed.

2. Safety Conduct - Prevention of Abuse, Crisis Intervention, Conflict Resolution

The Shelter Operator will have a required training program in prevention of child abuse, vulnerable adult abuse, child abuse reporting, and sexual harassment titled. Each staff will complete this training program annually. Certificates of completion will be recorded in Human Resource files.

Year Round Emergency Shelter Program staff will complete a course in conflict resolution and crisis intervention upon hire and annually. Documentation of completion will be recorded in staff file.

3. Appropriate Behavior for Dignity and Respect

Operations, Program, Administrative and Management staff will be trained in a Strengths Based Perspective model of client care. They will be trained regularly, including at time of hire, on the best methods of working with, treating, and responding to clients who have had difficult and traumatic life experiences. Each staff member will be expected to put these models to use in every interaction they

have with clients and potential clients. Staff members will be offered training regularly and expected to participate actively. Notice of completion will be recorded in staff files, and each staff member should have access to this information in the readily-available staff handbook.

4. Communication

Clients, Staff, Community

Shelter staff will undergo classes in communication skills – such as handling phone calls, confidentiality policies, crisis management and de-escalation of conflict. The communication skills will be reinforced through practice and reviewed at regular staff meetings as warranted. Courses covering topics such as communication skills with mentally ill persons, receptionist skills, communication with difficult people, and conflict resolution will be completed. This training should be done at least monthly and will provide more often, and individually, as needed.

5. Resources and Referrals

Operations, Program, and Employment and Housing Navigator Staff will be oriented to resources, homeless services, and organizations for collaboration and referral. They will also be highly trained staff to connect clients to the Coordinated Entry System, as a system designated Entry Point. Staff representatives will attend the Homeless Provider Forum, Case Management Forum, and Implementation Committees for the Ten Year Plan to End Homelessness in Orange County. Resource lists will be updated monthly and kept on-site.

Protocols for offering and accepting referrals from other agencies will be in place, reviewed by staff, updated, and kept in manual on-site.

6. Mental Health and Addiction Skills

All Program staff will attend mental health training events which include naming of symptoms, co-occurring diseases, de-escalation techniques, and safety protocols. This training will be done at time of hire and annually, or as necessary. Client speakers present workshops on various aspects of mental health diagnoses, symptoms, and care. Staff will be trained in symptoms of drug abuse, and referrals for treatment. Recovery programs will be encouraged and off-site referrals will be made as appropriate. Though sobriety will be not a requirement to stay in the shelter or participate in services, clients will be expected to be able to practice self-care, follow all rules and regulations, and behave appropriately and respectfully toward staff, volunteer, and other clients. Drug use while at the shelter will be prohibited and will result in immediate exit from the program.

7. Self - Care

Regular staff meetings will be held for all staff. Part of the purpose of these meetings will be communication and processing of stressors while working in the difficult environment of a large scale Year Round Emergency Shelter Program. Staff will be welcome to participate in team-building activities throughout the year, including holiday parties, and events with co-workers.

All staff will be trained in effective communication with coworkers and in proper techniques to address coworker harassment and stressors and will be made aware of the importance in practicing self-care. Staff will be informed of an open-door policy with supervisors and the Head of the Human Resources department.

8. Annual Staff Evaluation and Training Plan

All staff will be evaluated by their direct supervisor at 90 days from their hire date and at semi-annual intervals. The evaluation form will be stored in the employee file held at the Human Resource office.

9. Documentation of Staff Training

Attendance of and participation in staff training will be recorded in each staff file by the Program Manager of Emergency and Shelter Services. Training required by all staff members will be also recorded in the Human Resources file to ensure each member's knowledge and information will be up-to-date.

C. Volunteer Policies

1. Selection, Screening, and Background Checks

The Year Round Emergency Shelter Program Volunteer Coordinator will actively recruit through a variety of sources, including schools, church groups, and community programs. Volunteer Coordinators will hold regular Volunteer Recruitment events in order to increase the number of volunteers that serve at the Year Round Emergency Shelter Program.

Individuals as well as groups will be invited to volunteer at the shelter. It is recommended that children 13 and older will be able to volunteer, however they must be accompanied by an adult or legal guardian and both adults and guardians must be registered to volunteer on the day they appear.

All potential volunteers will be screened for sex offenses and criminal background checks before being confirmed for volunteer duty.

2. Orientation and Training

The Shelter Operator will include a Volunteer Coordinator position(s) in its staffing plan to support volunteer coordination efforts at the shelter. The Volunteer Coordinator will handle scheduling, orientation and training of the volunteers.

Before beginning service, volunteers will be provided an Application and Agreement that includes information about volunteer duties, appropriate conduct with clients, staff, and other volunteers. Each volunteer will be required to sign this Agreement before they will be assigned a duty at the shelter. Volunteers who do not agree with the requirements or refuse to sign will not be assigned a duty and will not be able to volunteer at the shelter.

Volunteers will sign up for an open position, time and date using online volunteer scheduling software. Volunteer Coordinators will call and confirm volunteer's date and time and to provide them with the location of the shelter and any necessary important information.

Volunteers will be trained on-site at tasks by the Volunteer Coordinator on duty. Any tasks that require a trained staff member will be supervised by that staff member to ensure accuracy and cleanliness.

Volunteers will be given opportunities to attend community forums and events to receive more training about community resources and network with other community agencies.

Volunteers will be expected to adhere to a strict code of ethics and standards. Those found in violation of this code will be removed from the facility and may be limited in future volunteer opportunities. The volunteer code of ethics includes the following:

a. Each volunteer must maintain a firm commitment to professional conduct

Volunteers of the Year Round Emergency Shelter Program will be expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes and stories, and or any type of inappropriate interaction with Year Round Emergency Shelter Program staff or clients.

b. Limiting Relationships with Clients

Volunteers will be prohibited from developing dual relationships with any clients they meet through their volunteer involvement at the Year Round Emergency Shelter Program. Examples of dual relationships include (but will be not limited to) a volunteer entering into a business, romantic, or sexual relationship with a client. Soliciting clients for their business will be strictly prohibited. Volunteers will be not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

c. Food and Other Substances

Volunteers will not consume any food items or drinks supplied by the Year Round Emergency Shelter Program while volunteering. Food and drinks will be purchased solely for the consumption of the homeless clients. Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.

d. Discrimination

Volunteers will not discriminate against any client. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin or gender.

e. Volunteer Boundaries

Volunteers will be not permitted to loan or give money to clients, should not meet with clients outside of the Year Round Emergency Shelter Program without permission from program staff, and will be not allowed to drive clients in their vehicles.

f. Commitment

The Year Round Emergency Shelter Program will be reliant upon the work of volunteers. This commitment should be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering.

3. Identifiable Lines of Authority

Volunteers will be informed of identifiable lines of authority in their Application Packet. Volunteers will defer to the Volunteer Coordinator on duty to give resources, referrals, and handle situations beyond their responsibility and volunteer agreement.

Volunteers will also have access to the Program Manager or lead staff member on site, for questions and grievances.

All volunteers will be provided with a name tag identifying them as such.

4. Descriptions of Volunteer Tasks

Volunteers will be needed 7 days per week to help both in the evening up to 8 volunteers (5-8pm), morning hours up to 4 volunteer (5-10am) and mid-day hours up to 10 volunteers (11-4).

The Year Round Emergency Shelter Program Volunteer and Multi-Service Provider Coordinators will ensure all volunteers will be provided with a task and description of any duties they might perform. Tasks and duties include, but will be not limited to:

- Assisting the Intake Specialist in registering and signing in clients at time of entry
- Setting up and breaking down tables for dinners and breakfasts
- Distributing donations and hygiene items
- Organizing and setting up donations of clothing
- Helping direct lines to donations and food
- Serving meals, setting up snacks and drinks for clients
- Organizing play hour and activities for children and families

A. Annual Operations Budget

Admin Salaries/ Professional Services	
1 .10 FTE Executive Director	\$ 13,500.00
1 FTE Accounting Clerk	\$ 38,000.00
1 .20 FTE Financial Manager	\$ 14,000.00
1.50 FTE HMIS	\$ 20,000.00
1.50 FTE Administration	\$ 20,000.00
1.20 FTE Human Resources	\$ 12,500.00
1.20 FTE Operations Director	\$ 18,000.00
1.25 FTE Program Director of Emergency Shelter, Services and Outreach	\$ 15,000.00
IT Support	\$ 15,000.00
Professional Fees	\$ 6,000.00
Equipment Rentals	\$ 6,000.00
Admin Salaries/Professional Services Totals	\$ 178,000.00
Operation - Program Salaries	
1.00 FTE Program Manager of Emergency Shelter and Services	\$ 50,000.00
2.00 FTE Employment and Housing Navigators@\$40,000	\$ 80,000.00
2.50 FTE Employment and Housing Navigators@\$18,000	\$ 36,000.00
4.60 FTE Site Leaders@\$20,800	\$ 83,200.00
4.60 FTE Logistics Coordinator (Evening) (25 hours)@\$18,200	\$ 72,800.00
4.60 FTE Logistics Coordinator (Morning) (25 hours)@\$18,200	\$ 72,800.00
7.60 FTE Overnight Logistics Coordinator@\$19,500	\$ 136,500.00
6.60 FTE Intake Coordinators @\$20,800	\$ 124,800.00
1.00FTE Food Coordinator/Cook@\$35,000	\$ 35,000.00
2.60 FTE Kitchen Staff/Cook (25 hours) @\$18,200	\$ 36,400.00
2.60 FTE Volunteer / Multi-Service Center Coordinators@\$20,800	\$ 41,600.00
2.60 FTE Volunteer Coordinators@\$20,800	\$ 41,600.00
Program Salary Totals	\$ 810,700.00

Annual Operations Budget continued

Operations and Program Expenses		
Facility Expenses		
Rent/Mortgage*	\$	-
Insurance	\$	20,000.00
Office supplies	\$	7,500.00
Phones	\$	7,500.00
Janitorial	\$	50,000.00
Facility Expenses	\$	8,000.00
Utilities	\$	25,000.00
Security/Maintenance		
Security Guards	\$	700,000.00
Trash Disposal	\$	10,000.00
Maintenance Supplies	\$	8,000.00
Cleaning Supplies	\$	5,000.00
Landscaping	\$	6,000.00
Client Services & Supplies		
Special Services Supplies (Pet Services, Bike Shop, Client Storage, Salon)	\$	8,000.00
Transportation	\$	300,000.00
Taxi	\$	5,000.00
Meals, Snacks and Beverages	\$	182,500.00
Kitchen Supplies	\$	20,000.00
Client Supportive Services	\$	50,000.00
Laundry	\$	5,000.00
Equipment/Furnishings (see reserves)		\$ -
Replacement Reserves**		\$ 50,000.00
Operation and Program Expenses Totals		\$ 1,467,500.00
TOTAL OUTFLOWS		\$ 2,456,200.00

* Budget assumes no rent or mortgage expenses

**Budget Assumes a \$250/bed replacement reserve

B. Fund Development Strategies

Funding to support the annual operational shelter should consider a diverse stream of funding from federal and local public resources, private donations and foundation support, in-kind donations.

Potential Funding Resource	Type of Resource	Entity	Type of Support
Emergency Solutions Grant	Public	County, Cities	General Operating
Community Development Block Grant	Public	County, Cities	General Operating
Emergency Food and Shelter Program	Public	Local EFSP Board	Food and Operations
Dept. of Housing and Urban Development - Continuum of Care	Public	Federal	Coordinated Entry Activities
Mental Health Service Act (MHSA)	Public	County	Mental Health Service Support
Health Resources and Services Administration (HRSA)	Public	Federal	Medical Facility Services
Children and Families Commission	Public	Local	Family Shelter and Services
Homeless Veterans Reintegration Program (HVRP) Grants	Public	Federal	Veterans Services
Corporate Foundations	Private	Local	General, Service Specific
Private Foundations	Private	Local	General, Service Specific
Private Individuals	Private/In-Kind	Local	General, Service Specific
Private Corporations	Private/In-Kind	Local	General, Service Specific

SECTION V. ATTACHMENTS

A. Job Descriptions

B. Shelter Client Rules

C. Shelter Rules Addendum for Families

D. Volunteer Policies

ATTACHMENT A

JOB DESCRIPTIONS

Orange County Program Director of Year Round Emergency Shelter Program, Services and Outreach Job Description

Introduction: O.C. Program Director of Year Round Emergency Shelter Program, Services, and Outreach is responsible for the performance of all Year Round Emergency Shelter Program, Services and Outreach Activities in Orange County. Primary responsibilities include program management, program development, and community relations. This includes supervising the Year Round Emergency Shelter Program Manager. This position requires a flexible schedule especially during the winter months (weekend, morning, evening and holiday shifts). This position may at times require transportation of supplies to shelter locations. The O.C. Program Directors report directly to the Operations Director.

Qualifications: Associate's Degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have a working knowledge of mental health and addiction issues. Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others. Valid CA driver's license, proof of insurance and reliable vehicle is required.

Program Management and Development

Goal: Oversee the development and implementation of all program services for our Year Round Emergency Shelter Program to ensure quality delivery of services.

- Maintain performance of existing shelter services
- Oversee the scheduling and coordination of all Shelter Sites
- Ensure strong communication between Staff and Partner agencies
- Oversee coordination of shelter activities and distribution of services
- Provide monthly reports to the Operations Director
- Develop new partnerships with other agencies in order to enhance our current services
- Oversee implementation of new services
- Implement new services/year round, permanent facility
- Manage Budget
- Oversee Purchases, Vendor Bids and MOU's

Staff Management

Goal: Manage Identified Staff facilitating optimal performance.

- Manage and supervise Shelter Program Managers

- Assist in various aspects of staff's duties
- Provide support and guidance when necessary
- Provide support for crisis/conflict intervention
- Coordinate trainings and orientations when needed
- Conduct Meetings monthly
- Meet with identified staff individually when necessary
- Review and evaluate performances
- Conduct midyear and annual review

Outreach Services

Goal: Provide leadership in critical support in the development and implementation of Outreach Services

- Brainstorm, research and assist in the development our outreach strategy
- Oversee implementation of our outreach services including the Anaheim Check in Center and Costa Mesa Outreach Program.
- Assist with Front Door Calls when necessary

Community Relations

Goal: Positively advance agencies reputation in the broader community.

- Maintain active involvement with neighbors and program partners
- Maintain active involvement with community service organizations

Miscellaneous

- Provide creative input to the Executive and Operations Directors
- Participate in networking functions
- Attend appropriate training workshop as needed
- Attend appropriate house and staff meetings
- Complete ad hoc projects as appointed by Supervisor

Program Manager - Year Round Emergency Shelter Program and Services Job Description

Introduction: This Program Manager is responsible for coordinating program services for the Year Round Emergency Shelter Program and Multi-Purpose Center. This position requires dependability, responsibility, organizational skills; and strong written and verbal communication skills. Primary responsibilities include program management, program development, and outreach and community relations and reports to the O.C. Program Director of Year Round Emergency Shelter Program, Services, and Outreach Programs. This position includes supervising support staff and requires a flexible schedule (weekend, morning, evening and holiday shifts). This position may require the transportation of supplies. Fluency in Spanish is a significant value.

Qualifications: Associate's Degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have a working knowledge of mental health and addictions issues. Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others. Valid CA driver's license, proof of insurance and reliable vehicle is required.

Year Round Emergency Shelter Program

Goal: Ensure that the Shelter and Multi-Purpose Center run smoothly and that we maintain accurate data and strong communication with community partners.

- Oversee Client Services
- Coordinate calendar and services provided by partner agencies
- Support all aspects of operations including direct client services when necessary
- Oversee the collection and distribution of donations
- Assist with monitoring facility security and maintenance
- Ensure enforcement of our good neighbor policies
- Assist with securing necessary resources
- Oversee collection, input and distribution of intakes / summary sheets / reports
- Provide support with community resources and referrals
- Develop new partnerships with other agencies in order to enhance our current services
- Manage program budget
- Facilitate Resident Advisory Council and Partnership Meetings.

Management

- Goal: Manage Identified Program Staff, Interns and Volunteers facilitating optimal performance.
- Manage and supervise support staff in all of their duties
- Assist in various aspects of staff's duties
- Assist in coordinating and managing on-site volunteers
- Assist in coordinating and managing special group events and holiday events
- Provide crisis/conflict intervention
- Coordinate trainings and orientations when needed
- Conduct 90 day, midyear, and annual reviews.

Community Relations

- Goal: Positively advance Agencies reputation in the broader community.
- Maintain active involvement with neighbors and program partners
- Maintain active involvement with community service organizations

Miscellaneous

- Must participate in networking functions and community meetings.
- Attend staff meetings and training workshops as needed
- Assist with general duties (stocking supplies, copies, fax, phone calls, etc.)
- Enhance job performance by applying up-to-date professional knowledge gained by attending seminars and conferences and reviewing professional publications.
- Perform ad hoc projects as appointed by Supervisor

Emergency Services Site Leader

Job Description

Introduction: The Emergency Services Site Leader is responsible for overseeing services and activities at the Year Round Emergency Shelter Program. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. Ability to work effectively with a diverse population; plan, organize and prioritize duties; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others This position requires a flexible work schedule including some weekend, morning and evening and holiday shifts. This position reports directly to the Year Round Emergency Shelter Program Manager. Fluency in Spanish is a significant value.

Qualifications: Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others. Associate's Degree preferred but not required.

Shelter

- Assist in the implementation of all shelter activities to ensure quality delivery of services.
- Oversee all shelter activities including logistics and client intakes
- Oversee distribution of services and all program services while on duty
- Assist in the coordination of volunteers and support services
- Oversee the organization of supplies and facilities needs

Management

- Goal: Support Identified Program Staff facilitating optimal performance.
- Support shelter staff during designated shifts
- Assist in various aspects of staff's duties
- Assist in coordinating and managing special group events and holiday events
- Provide crisis/conflict intervention
- Communicate any staff or shelter issues to Program Manager.

Administration

- Goal: Oversee administrative duties that support program services.
- Coordinate supply and service needs
- Assist with securing necessary resources
- Assist with record keeping and reporting

Miscellaneous

- Attend staff meetings and training workshops as needed
- Assist with general duties (stocking supplies, copies, fax, phone calls, etc.)
- Enhance job performance by applying up-to-date professional knowledge gained by attending seminars and conferences and reviewing professional publications.
- Perform ad hoc projects as appointed by Supervisor

Year Round Emergency Shelter Program Intake Coordinator Job Description

Introduction: The Year Round Emergency Shelter Program Intake Coordinator is responsible for the reservations, intake, and data input and reporting for the Year Round Emergency Shelter Program. The objective of this position is to help clients access our Year Round Emergency Shelter Program and to manage our HMIS data and reporting requirements. This position requires a flexible work schedule including some weekend, morning and evening shifts. Detail-oriented and computer proficient in Microsoft Word and Excel required. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. Fluency in Spanish is a significant value. This position reports to the Year Round Emergency Shelter Program and Services Program Manager.

Qualifications: Strong computer and data processing skills. Ability to work effectively with a diverse population; plan, organize and prioritize duties; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Associate's Degree preferred but not required.

Year Round Emergency Shelter Program Services

- Manage client reservation process
- Conduct diversion interviews
- Manage intake process
- Maintain intake area and ensure daily forms and supplies are stocked and ready prior to shelter opening
- Supervise on-site reservation and intake volunteers
- Collect client sign-in sheets and intake packets, counting and verifying signatures and enter client information on Daily Summary Sheet

Program Data Entry and Reporting

- Ensure HMIS intake forms are completed by clients and data is entered into the HMIS.
- HMIS data quality management.
- Responsible for entering all Bed Nights and Services into data base on a daily basis.
- Scan and file intake packets and other pertinent documents daily.
- Generate monthly, quarterly, and annual reports.

Miscellaneous

- Participate in networking functions
- Attend staff meetings
- Attend training workshops as needed
- Enhance job performance by applying up-to-date professional and technical knowledge gained by attending seminars and conferences and reviewing professional publications.
- Perform ad hoc projects as appointed by Supervisor

Employment and Housing Navigator

Job Description

Introduction: The Employment and Housing Navigator provides assistance to individuals that are literally homeless. This assistance includes an individualized assessment of needs, followed by provision of targeted services focused on returning individuals to permanent housing as quickly as possible. The Navigator will conduct an assessment, determine eligibility, enter assessment into Central Entry System for prioritization and linkage to housing provider, help client obtain documents required for housing placement, provide individuals with employment guidance and community resources.

Qualifications: Associate's Degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have a working knowledge of mental health and addiction issues. Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others. Valid CA driver's license, proof of insurance and reliable vehicle is required.

Supportive Services

- Provide assessment for client within seven days of entering shelter.
- Determine eligibility and enter assessment into Central Entry System for prioritization and linkage to housing provider
- Assist client with obtaining documents required for housing placement
- While client is at the shelter provide employment linkage, benefits establishment, linkage to community providers for substance abuse, primary and mental health care, and all other services needed to assist clients in reaching their stabilization goals
- While client is at the shelter provide strengths based case management and service coordination designed to assist clients in obtaining and maintaining stable housing
- Conduct crisis and risk assessments in consultation with supervisor and case management team
- Provide crisis intervention services focused on enhancing the client's' ability to independently problem solve, utilize effective coping skills, and manage and self -coordinate own care
- Provide warm hand off to selected housing provider ensuring a smooth transition from the shelter into housing.

Documentation

- Maintain documentation standards as set forth by the program contract and program policies
- Complete progress notes on every meeting with client
- Input accurate and complete data into HMIS and update snapshots to reflect client progress
- Maintain confidential hard copy case files with all relevant documentation in the appropriate section

Emergency Services Food Coordinator Job Description

Introduction: The Food Coordinator is responsible for coordinating and overseeing the preparation of meals for the Year Round Emergency Shelter Program. This position reports directly to the Year Round Emergency Shelter Program and Services Program Manager. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. Fluency in Spanish is a significant value.

Qualifications: High school graduate or equivalent education is preferred. Preference is given to persons with education in quantity cooking; Minimum one (1) year food service experience is desired. Have general knowledge of quantity food preparation and portioned serving. Must have verbal and writing abilities necessary to communicate and work effectively with various levels of staff and residents. Must have a willingness to perform routine and repetitive tasks with frequent interruptions and have an awareness of the requirement for careful handling and the economy of serving. Ability to read, understand, and follow recipe directions.

Food Services

- Prepare weekly menu
- Plan and initiate cooking schedule for food preparation to meet meal schedule.
- Determine amount and type of food and supplies as required for daily menus.
- Acquire necessary ingredients through donations or vendor
- Assist with general cleanliness and safety of kitchen and dining area
- Follow defined safety codes while performing all duties.
- Maintain sanitation, health, and safety standards in work areas.
- Assist with receiving and verifying orders from vendors, completing tally sheets
- Manage meal preparations and oversee assistant cooks and volunteers
- Prepare, season, cook and serve for assigned meal; ensure appropriate portioned servings according to portion control standards.
- Taste and smell prepared food to determine quality and palatability.
- Monitor temperature of hot and cold foods through food preparation and service to ensure that established temperature goals are met prior to steam table transfer
- and maintained throughout
- Supervise kitchen staff.
- Be knowledgeable of Federal, State, and facility's rules, regulations, policies and procedures.

Miscellaneous

- Attend Staff Meetings and educational programs.
- Complete ad hoc projects as appointed by Supervisor

Year Round Emergency Shelter Program Kitchen Staff/Cook Job Description

Introduction: This position is responsible for assisting with the preparation of meals for the Year Round Emergency Shelter Program and the general upkeep of the kitchen and dining area. This position reports directly to the Food Coordinator. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. Fluency in Spanish is a significant value.

Qualifications High school graduate or equivalent education is preferred. Preference is given to persons with education in quantity cooking; Minimum one (1) year food service experience is desired. Have general knowledge of quantity food preparation and portioned serving. Must have verbal and writing abilities necessary to communicate and work effectively with various levels of staff and residents. Must have a willingness to perform routine and repetitive tasks with frequent interruptions and have an awareness of the requirement for careful handling and the economy of serving. Ability to read, understand, and follow recipe directions.

Food Services

- Maintain sanitation, health, and safety standards in work areas.
- Clean food preparation areas, cooking surfaces, and utensils.
- Assist with general cleanliness and safety of kitchen and dining area
- Follow defined safety codes while performing all duties.
- Read recipes or receive verbal instructions as to food required by food coordinator and prepare and cook food according to instructions.
- Verify that prepared food meets requirements for quality and quantity.
- Assist with receiving and verifying orders from vendors, completing tally sheets
- Measure ingredients required for specific food items being prepared.
- Wash, cut, and prepare foods designated for cooking.
- Clean, stock, and restock workstations.
- Prepare, season, cook and serve for assigned meal; ensure appropriate portioned servings according to portion control standards.
- Taste and smell prepared food to determine quality and palatability.
- Monitor temperature of hot and cold foods through food preparation and service to ensure that established temperature goals are met prior to steam table transfer and maintained throughout
- Be knowledgeable of Federal, State, and facility's rules, regulations, policies and procedures.

Miscellaneous

- Attend Staff Meetings and educational programs.
- Complete ad hoc projects as appointed by Supervisor

Year Round Emergency Shelter Program Volunteer and Coordinator/Multi-Service Center Concierge Job Description

Introduction: The Volunteer Coordinator is responsible for coordinating volunteer services for the Year Round Emergency Shelter Program. This position also provides support for the Multi Service Center. This position requires a flexible work schedule including some weekend, morning and evening shifts. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills for this position. Fluency in Spanish is a significant value.

Qualifications: Strong computer and data processing skills. Ability to work effectively with a diverse population; plan, organize and prioritize duties; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others Associate's Degree preferred but not required.

Volunteer Coordination

Goal: Maintain volunteer retention and satisfaction for the Year Round Emergency Shelter Program by ensuring that the volunteer services program is running in an organized manner to promote efficiency and order.

- Set up facility for volunteer activities
- Greet volunteers
- Ensure that volunteers are easily recognizable while volunteering
- Work with staff to assign volunteers to tasks that are vital to the success of the Shelter Program.
- Train volunteers to perform required tasks
- Ensure that all volunteers are effectively performing assigned tasks, staying on task and behaving appropriately
- Check in with volunteers on a regular basis to ensure volunteer satisfaction and resolve any conflicts that may arise
- Assist with obtaining volunteer feedback
- Assist with volunteer recognition efforts
- Assist with program activities, as needed

Multi Service Center Coordination

- Open up facility for partner agencies
- Recruit and encourage participation by outside service providers
- Oversee Multi Service Center service provider room reservation schedule
- Ensure day-to-day operational functions of the Multi-Service Center
- Troubleshoot facility or equipment issues

Administration

- Ensure that all volunteers have filled out necessary paperwork before they begin their volunteer service
- Ensure that all volunteers sign-in and out for each shift
- Responsible for making sure all volunteer hours are logged and entered into the data system
- Help to facilitate Service Provider Advisory Board Meetings, as needed
- Assist with general duties (stocking supplies, copies, fax, phone calls, etc.)
- Enhance job performance by applying up-to-date professional knowledge gained by attending seminars and conferences and reviewing professional publications.
- Perform ad hoc projects as appointed by Supervisor.

Year Round Emergency Shelter Program Volunteer Coordinator

Job Description

Introduction: The Volunteer Coordinator works in conjunction with the Volunteer and Multi-Service Center Coordinator and is responsible for coordinating volunteer services for the Year Round Emergency Shelter Program. This position also provides support for the Multi Service Center. This position requires a flexible work schedule including some weekend, morning and evening shifts. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills for this position. Fluency in Spanish is a significant value.

Qualifications: Strong computer and data processing skills. Ability to work effectively with a diverse population; plan, organize and prioritize duties; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others Associate's Degree preferred but not required.

Volunteer Coordination

Goal: Maintain volunteer retention and satisfaction for the Year Round Emergency Shelter Program by ensuring that the volunteer services program is running in an organized manner to promote efficiency and order.

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- Train volunteers to perform required tasks
- Ensure that all volunteers are effectively performing assigned tasks, staying on task and behaving appropriately
- Check in with volunteers on a regular basis to ensure volunteer satisfaction and resolve any conflicts that may arise
- Assist with obtaining volunteer feedback
- Assist with volunteer recognition efforts
- Assist with program activities, as needed

Administration

- Ensure that all volunteers have filled out necessary paperwork before they begin their volunteer service
- Ensure that all volunteers sign-in and out for each shift
- Responsible for making sure all volunteer hours and logged and entered into the data system.

Miscellaneous

- Attend staff meetings and training workshops as needed
- Assist with general duties (stocking supplies, copies, fax, phone calls, etc.)
- Enhance job performance by applying up-to-date professional knowledge gained by attending seminars and conferences and reviewing professional publications.
- Perform ad hoc projects as appointed by Supervisor.

Emergency Services Program Logistics Support Coordinator

Job Description

Introduction: The Logistics Program Coordinator is responsible for providing supportive services and logistical support to the Year Round Emergency Shelter Program during designated shifts. This position requires a flexible work schedule including some weekend, morning and evening and holiday shifts. This position reports directly to the Year Round Emergency Shelter Program and Services Program Manager. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. Fluency in Spanish is a significant value.

Qualifications: Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others.

Shelter Support

- Assist in the implementation of all shelter activities to ensure quality delivery of services.
- Assist with shelter setup and maintenance
- Assist with general cleanliness and safety of facility including emptying trash cans and cleaning-up spills.
- Assist with receiving and verifying orders from vendor's, completing tally sheets
- Post and update signs and service calendars
- Audio Equipment set up and monitoring
- Assist in the organization of supplies and facilities needs

Administration

Goal: Oversee administrative duties that support program services.

- Assist with keeping detailed daily summary sheets
- Assist with record keeping and reporting

Miscellaneous

- Assist with client services and program activities if necessary
- Complete ad hoc projects as appointed by Supervisor

Emergency Services Overnight Coordinator

Job Description

Introduction: The Overnight Coordinator is a part time position that covers overnight shifts at the Year Round Emergency Shelter Program. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. The position's primary responsibilities include security and program support. This position would include overnight shifts including weekends and holidays. The Overnight Coordinator reports directly to the Year Round Emergency Shelter Program and Services Program Manager.

Qualifications: Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others.

Security

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

- Provide staff presence during assigned shifts
- Resolve any conflicts and file incident reports when necessary
- Report violations and general events in daily log
- Provide necessary emergency support / follow emergency procedures
- Oversee cleaning crew
- Conduct property checks
- Communicate potential concerns with Security Staff to ensure staff and client safety.

Program

Goal: Assist Program Manager with program functions and activities.

- Provide general support for clients
- Observe and report concerns
- Provide support for on-site volunteers
- Supervise evening and morning activities
- Organize morning coffee and food

ATTACHMENT B

SHELTER CLIENT RULES

EMERGENCY SHELTER

CLIENT RULES

Welcome to the emergency shelter program. The Shelter Staff and Volunteers are working very hard to make your stay safe and comfortable. As a client of the program, you *must* agree in writing to follow these rules at all times:

- 1. Sign-in at the Shelter begins at 5:00 PM and ends at 8:00 PM. Clients will NOT be allowed entry into the Sleeping Area before 6:00 PM. Clients will NOT be allowed entry into the Sleeping Area after 8:00 PM. Clients may not leave the Sleeping Area after signing in for any reason. If you leave, you will forfeit your bed. No exceptions. (This policy includes but is not limited to going outside to retrieve personal belongings, cigarettes, etc.)**
- 2. Priority** will be given to clients who take the shuttle bus to and from the Shelter each day.
- 3. Alcohol and drugs are NOT permitted** in or around the Shelter Property and they will be confiscated if found. At the discretion of the Site Leader or Management, you may be excluded from the program for that night, or possibly terminated for the remainder of the season.
- 4. No weapons or objects that may be perceived as weapons are permitted.** If found, they will be tagged by security and kept until you leave. **Anyone with a concealed weapon will be immediately excluded from the program.**
- 5. We reserve the right to search all applicants** for weapons (or items that could be used as weapons), alcohol, and illegal drugs.
- 6. All prescription medication must be checked in with security upon entering the shelter building in its original container.** No medicinal marijuana will be checked-in without a *valid* Medicinal Use Card and must be 8 oz. or less.
- 7. Photo ID's** are required of all registered clients. **Shelter Staff will take photos and thumbprints to produce program ID's for clients, and for security reasons, if necessary.** By entering this program, you give your consent to this.
- 8. All Clients must complete and Intake and check in** as well as complete all appropriate paperwork with Shelter Staff.
- 9. Showers are strongly recommended** for all shelter clients. Showers *may* be required if lack of personal hygiene becomes a risk to the health & safety of the population. Only 1 towel will be given for showers. Clients **MUST** sign to receive one, and sign to return one.

- 10. No smoking inside the shelter.** There is a designated smoking area outside the shelter. Smoking is only permitted in the designated area while staff or security is present. **E-Cigarettes and Vaporizers will not be allowed at the shelter.**
- 11. Lights go out at *or around* 10:00 PM.** Clients must remain at their beds after lights out.
- 12. The early wakeup call is at 5:00 AM.** Coffee and breakfast is provided to clients between 5 and 8 AM. Clients are expected to be out of bed by 9:00am unless special arrangements have been made due to overnight work or illness. No one is allowed in the Sleeping Area from 9:00 AM to 6:00 PM.
- 13. In public areas, shirts, pants are mandatory for men and women** at all times; socks and shoes are strongly encouraged.
- 14. The evening meal is served from 6:00 PM to 9:00 PM.** Please clean up around your area after you eat, and wear shoes when in the meal line. Should you have a spill, please notify staff immediately.
- 15. A Cell Phone charging Station will be available for clients to use during designated hours.** Clients are NOT allowed to use ANY unauthorized electrical outlets for any reason.
- 16.** Any undesignated parking either on or off the property is subject to being towed at the owner's expense.
- 17.** A limited amount of storage is available for each client. Shopping carts, excessive luggage/bags, etc. will not be allowed in the shelter.
- 18. No children under 18 years of age will be admitted into the shelter unless a verifiable parent or guardian is present.** If a client is an emancipated youth, official documentation proving emancipation must be presented at time of intake.
- 19.** There is a women's section and a men's section for sleeping. **Women are not allowed in the men's section, and men are not allowed in women's section. A family section is available for families with minor aged children. Clients without a dependent minor aged child(ren) are not allowed in the family's section.**
- 20.** Only the Site Leader or Manager on duty can expel / prevent any clients from staying at the shelter. Any conflicts between clients should be brought to the attention of the staff immediately. If you are asked to leave and you do not, it is a trespass on County property.
- 21. Clients can only reserve beds for themselves. Do not put any of your items on another bed** to reserve a space.
- 22. Donations** will be handed out in an orderly fashion by the staff & volunteers. Clients will not interfere with donations being brought in or the distribution of donations.

- 23. The Shelter Program** operates as clients of the city in which it is located. As a result, all clients are expected to be **Good Neighbors** and have an obligation to comply with all state and local laws and/or ordinances and shelter rules and behave in a courteous manner at all times. **Complaints from residents, business owners, or public officials may result in warnings to the clients and expulsion from the Shelter program.**
- 24. Any threats or acts of violence** such as loud and disruptive behaviors, threats, fighting, etc. towards staff, volunteers, security or other clients will result in immediate expulsion.
- 25. Neither Shelter, nor any of its vendor/partners are in any way responsible or liable for lost, stolen, or damaged items that clients bring onto premises. IT IS THE CLIENTS' RESPONSIBILITY TO TAKE ALL PERSONAL BELONGINGS WITH THEM UPON EXITING THE PROGRAM, AND TO CLAIM THEIR ITEMS FROM THE SECURITY CHECK-IN WHEN THEY LEAVE THE PROPERTY. ANY ITEMS LEFT BEHIND MAY BE DISCARDED.**
- 26. A Pet Kennel is available for client use on a first come, first served basis, kennel space permitting.** All Animals will be permitted ONLY with appropriate documentation (including: Up-to-date vaccination and registration for the County of Orange) and approval by site-leader or management. Any animal may be asked to leave at any time due to aggressive or disruptive behavior, or if owner does not properly clean-up after the animal.
- 27. Cash is never to be given** to Staff, Volunteers or Interns at ANY time.

As a result of signing this form, I have read and do understand that neither Shelter, any of its volunteers, service providers, Security, or any of the vendors providing services for the Year Round Emergency Shelter Program will be responsible for any loss, theft, or damage to personal property including, but not limited to, Bicycles, Carts, Luggage, Cell Phones and other items that are brought onto the program property. I understand that program rules may change as necessary and that I am required to abide by any amended rules and protocols as they are created.

I have read the above and agree to follow the Shelter rules.

Name (please print): _____

Signature: _____

Date: _____

ATTACHMENT C

SHELTER RULES ADDENDUM FOR FAMILIES

EMERGENCY SHELTER

FAMILY ADDENDUM

1. **Harsh physical or verbal punishment of a child is not allowed under any circumstances.** If any form of child abuse or neglect is either observed or suspected, Shelter staff is mandated to report the concern to the proper authorities (i.e. Child Protective Services, Police, etc.). **Shelter Staff are required by law to report any suspected child abuse.**
2. **Shelter does not provide childcare.** Shelter prohibits parents watching or babysitting other parent's children. Each mother or father must supervise his or her own children. Parents are responsible for the safety of their children.
3. **Parents are responsible for the actions of their children while enrolled in the Family Redirection Program.** Therefore, children must be informed of the rules at Shelter. The child's behavior has a direct consequence on the parent's ability to continue in the program.
4. **All school-aged children must attend school.** Parents are responsible to coordinate preschool and after school care for their children. Children are not allowed on the shelter site property without a parent present. Leaving a child alone is a violation of the Child Protective Services code and will be reported to the proper authorities.

I have read the above and agree to follow the Shelter rules.

Name (please print): _____

Signature: _____ Date: _____

ATTACHMENT D

VOLUNTEER POLICIES

Emergency Shelter Volunteer Policies

1. Each volunteer must maintain a firm commitment to professional conduct

Volunteers of the Emergency Shelter are expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes and stories, and or any type of inappropriate interaction with Emergency Shelter staff or clients.

2. Relationships with Clients

Volunteers are prohibited from developing dual relationships with any clients they meet through their volunteer involvement at the Emergency Shelter. Examples of dual relationships include (but are not limited to) a volunteer entering into a business, romantic, or sexual relationship with a client. Soliciting clients for your business is strictly prohibited. Volunteers are not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

3. Food and Other Substances

Volunteers will not consume any food items or drinks supplied by the Emergency Shelter while volunteering. Food and drinks are purchased solely for the consumption of the homeless clients. Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.

4. Discrimination

Volunteers will not discriminate against any client. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin or gender.

5. Volunteer Boundaries

Volunteers are not permitted to loan or give money to clients, should not meet with clients outside of the Emergency Shelter without permission from program staff, and are not allowed to drive clients in their vehicles.

6. Commitment

The Emergency Shelter is reliant upon the work of volunteers. This commitment should be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering.

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the successful CONTRACTOR must furnish to the CONTRACT Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

1. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
2. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
3. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

The successful CONTRACTOR may use the forms supplied herein, to furnish required information listed above.

**County of Orange Child Support Enforcement
Certification Requirements**

(blank form)

- A. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address:

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

- B. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

(Additional sheets may be used if necessary)

- C. A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

Authorized Signature	Print Name	Title
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EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

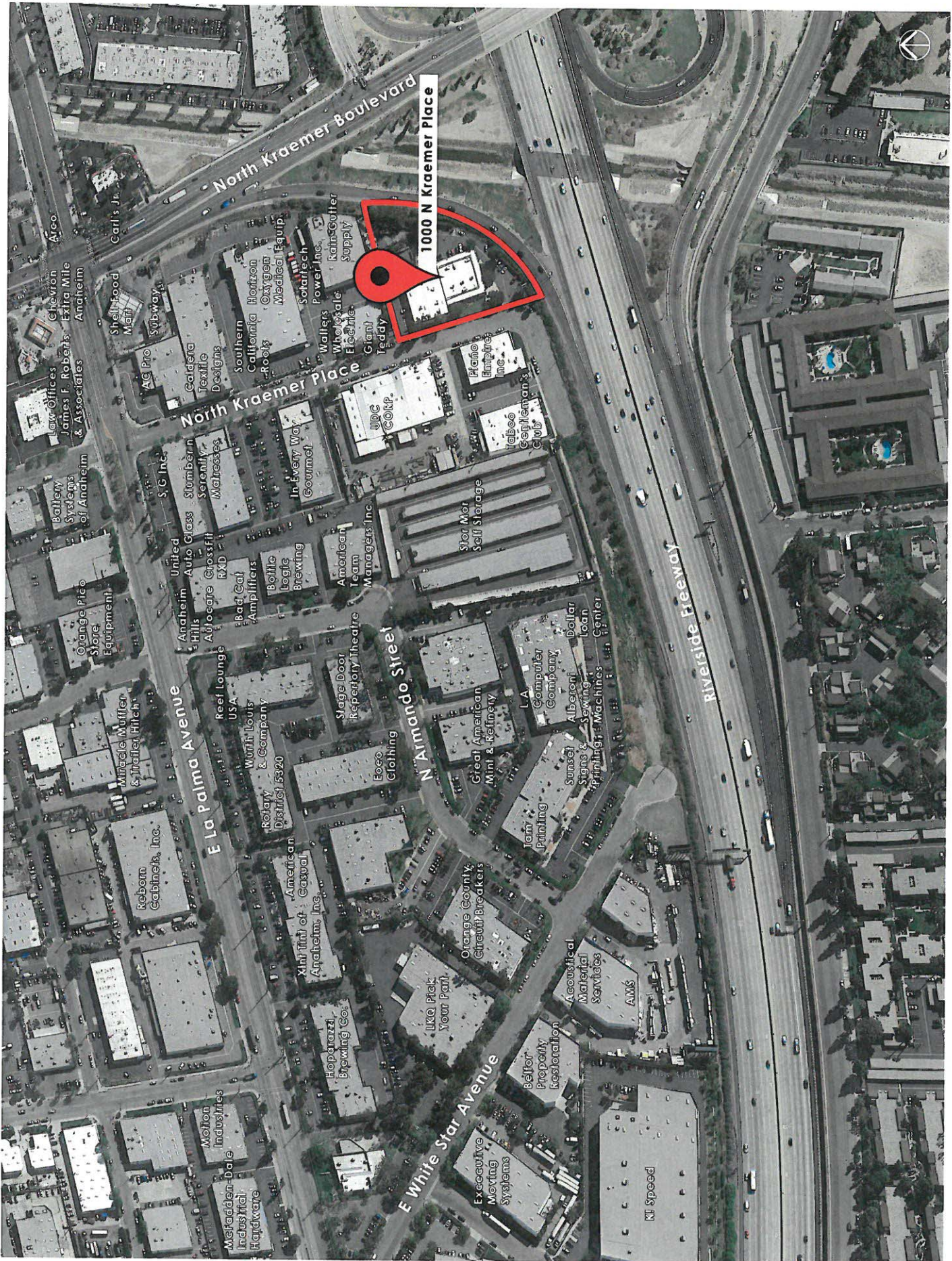
The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of Contract
Amount of Contract

First Name & Middle Initial	Last Name
Social Security No.	
Contract Number	\$ Dollar Value of Contract
Start Date	Expiration Date



1000 North Kraemer Place, Anaheim