

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
MERCY HOUSE LIVING CENTERS  
TO  
PROVIDE SHELTER OPERATOR SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 5th day of February, 2019, by and between the CITY OF COSTA MESA, a municipal corporation, and MERCY HOUSE LIVING CENTERS, a California nonprofit corporation ("Contractor").

**RECITALS:**

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide shelter operator services for the City's fifty (50) bed homeless shelter ("Shelter"), as more fully described herein; and

B. WHEREAS, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may be reasonably expected from a professional contracting firm in the field; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Contractor's Response to City's RFP ("Contractor's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference. Contractor shall provide services at the Shelter in collaboration with City's community outreach workers, as further detailed in the RFP.

1.2. Location of Services. Contractor shall provide the professional services described herein at the City's temporary shelter location until such time as the City establishes a long-term shelter location, after which the services shall be provided at the long-term shelter location.

1.3. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's

performance of this Agreement.

1.4. Service Delivery Monitoring. The City Manager or his or her designee shall have the right to access all facilities and activities operated by Contractor under this Agreement. "Facilities" includes all files, records, and other documents related to the performance of this Agreement. "Activities" includes attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of operations and ongoing program functions. Contractor shall permit on-site inspection of the Shelter by City upon request of City. Upon request of City, Contractor and its employees and board members shall furnish such information as, in the judgment of City, may be relevant to the question of compliance with contractual conditions or the effectiveness, legality, and/or success of Contractor's services.

1.5. Daily Log; Reporting. Contractor shall keep a daily log of beds that have been reserved, as well as whether such beds have been occupied, as further detailed in the RFP, and shall report such information to the City in a format to be determined by City and Contractor.

1.6. Mental Health Providers. Contractor shall permit mental health care providers, including but not limited to the Illumination Foundation, as requested and approved by City staff or Contractor, to access the Shelter and provide services to Shelter clients that require a higher level of mental health care than that which is provided by Contractor or City staff.

1.7. Performance to Satisfaction of City. Contractor agrees to perform all services to the complete satisfaction of the City and within the time frame hereinafter specified. Evaluations of the services will be done by the City Manager or his or her designee. If the quality of services is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the services and resolve the matters of concern; and/or
- (b) Terminate the Agreement as hereinafter set forth.

1.8. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.9. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.10. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written

consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.11. Confidential Information. If Contractor receives information from City or Shelter clients which, due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of the Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential" information includes all nonpublic information, and includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed by any employee or agent is covered by this provision. The foregoing obligation shall not apply to information that is required to be disclosed by operation of law.

## **2.0. COMPENSATION AND BILLING**

2.1. Maximum Annual Compensation. Contractor's annual compensation shall not exceed One Million Four Hundred Fifty-Seven Thousand Dollars (\$1,457,000.00).

2.2. Method of Billing. Contractor may submit invoices to the City for approval on a monthly basis. Each invoice shall describe in detail the fees, costs, and services performed, including but not limited to a breakdown of administrative costs, operational costs, and program and facility costs. Contractor shall submit such invoices in a format approved by City. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on the invoice. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice.

2.3. Advance. Notwithstanding Section 2.2, upon written request and justification of an immediate need from Contractor, City may advance to Contractor a portion of Contractor's maximum annual compensation hereunder in an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00). City may reduce the amount of monthly payments under Section 2.2 in the ninth, tenth, eleventh, and twelfth months of this Agreement by an equal amount of any advance payment to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances.

2.4. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City Manager or his or her designee, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.5. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TERM AND TERMINATION**

3.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on February 4, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three (3) additional one (1) year periods at the option of the City, which shall provide at least sixty (60) days' notice prior to the expiration date of its exercise of any such extension.

3.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

Contractor may terminate this Agreement, with or without cause, but must provide the City at least one hundred eighty (180) days' written notice to City prior to any such termination.

3.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

### **4.0. TIME OF PERFORMANCE**

4.1. Time of Performance. Unless otherwise agreed to in writing by the parties, the services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Contractor shall commence operation of the temporary Shelter by no later than April 15, 2019, unless otherwise agreed to in writing by the parties.

4.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If the temporary shelter facility is located on property not owned by City, Contractor shall name the property owner as an additional insured for the duration of the operation of such temporary shelter facility.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

**IF TO CONTRACTOR:**

Mercy House Living Centers  
P.O. Box 1905  
Santa Ana, CA 92702  
Tel: (714) 836-7188  
Attn: Larry Haynes

**IF TO CITY:**

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5065  
Attn: Justin Martin

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the services undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the services performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct

of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City.

6.14. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to,



computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, et seq.) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

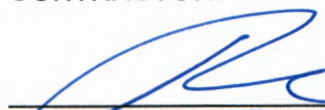
6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

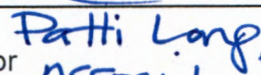
6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONTRACTOR**

  
\_\_\_\_\_  
Larry Haynes  
Executive Director

  
\_\_\_\_\_  
Patti Long  
Associate Director

Date: 2/20/19

\_\_\_\_\_  
Social Security or Taxpayer ID Number

**CITY OF COSTA MESA**

  
\_\_\_\_\_  
Tamara Letourneau  
Acting City Manager

Date: 2/27/19

ATTEST:



Brenda Green 2/28/19  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow  
Kimberly Hall Barlow  
City Attorney

Date: 2/27/19

APPROVED AS TO INSURANCE:

Ruth Wang  
Ruth Wang  
Risk Management

Date: 2/25/19

APPROVED AS TO CONTENT:

Justin Martin  
Justin Martin  
Project Manager

Date: 2/25/19

DEPARTMENTAL APPROVAL:

Justin Martin  
Justin Martin  
Parks and Community Services Director

Date: 2/25/19

APPROVED AS TO PURCHASING:

Kelly Telford  
Kelly Telford  
Finance Director

Date: 2/25/19

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**

# CITY OF COSTA MESA HOMELESS SHELTER OPERATOR PROPOSAL



MERCY  HOUSE

**Proposal Contact:**

Allison Davenport  
Program Development/Compliance Director  
PH: (714) 836-7188 x114  
EM: [allisond@mercyhouse.net](mailto:allisond@mercyhouse.net)  
PO Box 1905 Santa Ana, CA 92702

## **PART I: Applicant Qualifications**

Mercy House has operated successful homeless service programs for over 28 years and in that time has served more than 80,000 individuals. This includes operating a variety of programs ranging from homeless prevention, emergency services and shelters, transitional housing, aftercare programs, rapid re-housing programs as well as permanent supportive housing facilities and residential services program. The diversity of these programs has afforded us the experience of working with a wide variety of homeless subpopulations including, but not limited to; families, adult men and women, mothers and their children, Veterans, seniors, chronically homeless individuals, persons living with HIV/AIDS, individuals overcoming substance addictions, and those who are both physically and/or mentally disabled.

With over 28 years of experience in providing services to the homeless, including the chronically homeless, Mercy House staff have extensive knowledge of the needs and barriers faced by the homeless in our community as well as a variety of resources which may prove helpful to their success. Our primary focus as an agency is providing emergency shelter and services, housing placement and housing stabilization services to homeless and chronically homeless individuals and families.

Through our success and innovative approaches we have earned a reputation as being an authority on homeless issues. We have been contracted as consultants or key advisors with a number of cities to provide strategies and solutions to homelessness within their respective jurisdictions, including the City of Costa Mesa. We work cooperatively with their teams and provide public relations support to their respective councilmembers and other decision makers. We provide presentations on their behalf to address concerns that community members might have of any new programs or ideas. We have become a well-respected agency in the business community for our management and leadership. We show respect to the concerns and needs of businesses and include them in regular Good Neighbor outreach efforts. They know they can turn to us if a problem arises. We have a long history of working well in the neighborhoods in which we operate our programs. The agency becomes a positive partner by interacting with neighbors through neighborhood association meetings and volunteering with local activities. We have held community meetings and forums to give concerned members a voice in how our projects will impact them and their families and have used these concerns to find creative solutions.

### **History of Service in Costa Mesa**

Mercy House has a strong history of working in and with the City of Costa Mesa. Through these efforts we have been recognized by City staff and officials for our service to the homeless in the community.

Our presence and history with the City of Costa Mesa includes:

- Our Executive Director is a long-time resident of Costa Mesa and has extensive knowledge of the needs of not only the homeless in the City but also that of home owners, businesses and other city stakeholders;
- We have been a subrecipient of Costa Mesa CDBG Public Service grants for more than 13 years to operate transitional shelter, homeless prevention and rapid rehousing programs with a history of meeting spending and reporting deadlines and scope of services;
- In 2009, Mercy House was chosen as one of the only two agencies to partner with the City of Costa Mesa to operate a homeless prevention and rapid rehousing program exclusively to Costa Mesa residents;

- 667 units of low-income and permanent supportive housing
- 995 units of low-income and permanent supportive housing currently in development

## Project Experience

### Transportation- Based Reservation Shelter Models

As the chief architect of the County of Orange’s Year Round Emergency Shelter Management Operations and Public Safety Plan, the policies and procedures of the no walk-up, transportation-based, reservation only emergency shelter that was created by our agency has since become the standard for all new emergency shelters in Orange County to mitigate the impact of shelters on the surrounding neighborhoods.

***In actually executing these policies and procedures, Mercy House is the only service provider in Orange County that has had direct experience in providing no walk up, transportation-based, reservation only emergency shelter.*** We have been doing this effectively since the high-profile opening of Bridges at Kraemer Place in May 2017, then again for the HomeAid Family CareCenter in July 2017 and most recently for the opening of the Link in November 2018. We have also for the first time in its history, successfully implemented a no-walk up, reservation only strategy for the Fullerton Armory which began seasonal operation on December 17, 2018.

With this experience comes our knowledge and ability to:

- 1) Manage a bed reservation call line;
- 2) Manage and communicate bed vacancies and inventory to stakeholders including but not limited to police departments, referral partners, clients and service providers;
- 3) Safely and effectively handle walk-up situations and provide support out of the area;
- 4) Prevent and manage issues of loitering and abandonment of property in nearby areas;
- 5) Manage and maintain transportation to and from the shelter site in locally designated and approved areas.

### Implementing Good Neighbor Policies

Our expansion of services, programs and housing developments over the years as afforded us many opportunities to work with a variety of stakeholders in the community. Our strength has been to come into a community, run programs well, provide beautiful, dignified shelter and housing, build relationships, and listen to concerns; thus actively dissolving the “Not in My Backyard” stigma that often exists for those who serve disadvantaged populations.

We have been implementing Good Neighbor policies and procedures continuously in residential-based transitional shelter settings since 1990 and in high profile, mass shelter settings since 2008 when we became operator of the Orange County Armory Emergency Shelter program.

Our Good Neighbor Plan for the Costa Mesa Emergency Shelter is directly influenced by these 28 years of experience and involves a multifaceted approach that includes provisions for:

#### Security

Our budget and staffing plan provide for a sufficient number of trained security guards to ensure the safety of clients and the surrounding neighborhood, 24 hours a day. Security guards will be contracted through a third party vendor who will receive "Homeless Sensitivity Training" through Mercy House resources. Security will be on site at all times, stationed both inside and outside the shelter to ensure maximum coverage and will conduct security rounds of the facility as necessary. Shifts will be approximately 6am-2pm, 2pm-8pm, 10pm-6am, with 1



homeless individuals currently receiving church social services so they clearly understand the new policies and procedures for access. We have direct experience and success in such communication moving the Fullerton Armory from a walk-in to a reservation only shelter.

### **Shelter Advisory Boards**

As needed, Shelter Advisory Boards and/or stakeholder meetings may be established to provide review of the operations of the shelter program and enhance community relations, and bring information of any strengths and concerns from the neighborhood, local businesses, City Staff or Council, service provider partners and shelter clients about the operation of the shelter program.

### **Shelter Experience Portfolio**

#### **JOSEPH HOUSE**

**Service Years:** 1990-2017

**Project Location:** Santa Ana

**Number of beds:** 21

**Program Distinctions:** Transitional Shelter for homeless single men; converted to permanent housing in 2017

**Annual Operating Cost:** \$129,389

**Reference Contact Information:** Scott Larson, Executive Director, HomeAid OC, (949)777-3865, scott@homeaidoc.org

#### **REGINA HOUSE**

**Service Years:** 1994-Present

**Project Location:** Santa Ana, CA

**Number of beds:** 21

**Program Distinctions:** Interim housing for homeless single mothers and their children

**Annual Operating Cost:** \$193,287

**Reference Contact Information:** Scott Larson, Executive Director, HomeAid OC, (949)777-3865, scott@homeaidoc.org

#### **BETHANY HOUSE**

**Service Years:** 2018-Present

**Project Location:** Anaheim, CA

**Number of beds:** 10

**Program Distinctions:** Interim housing for homeless single women

**Annual Operating Cost:** \$117,457

**Reference Contact Information:** Sister Eileen McNerney, Sisters of St. Joseph of Orange, (714) 633-8121

#### **ASSISI HOUSE**

**Service Years:** 2005-Present

**Project Location:** Ontario, CA

**Number of beds:** 26

**Program Distinctions:** Interim housing for homeless single women and men, single mothers and their children

**Annual Operating Cost:** \$129,471

**Reference Contact Information:** Julie Bjork, Housing Director, City of Ontario, (909) 395-2307, jbjork@onatrioca.gov

## **THE LINK**

**Service Years:** 2018-Present

**Project Location:** Santa Ana, CA

**Number of beds:** 200

**Program Distinctions:** Mercy House selected operator through competitive process. Housing Navigation support is provided to all clients with the intention to connect to CES system and housing opportunities

**Annual Operating Cost:** \$2,542,500

**Reference Contact Information:** Hafsa Kaka, Homeless Services Manager, City of Santa Ana, (714) 647-5375, HKaka@santa-ana.org

## **PART II: Service Delivery**

### **Services**

**1. Intake /Assessment–** *City initial assessment (M-F); Mercy House: HMIS input and soft intake evenings, weekends and holidays*

- Upon arrival, clients will work with a Mercy House Intake or Logistical Coordinator to be informed of rules and regulations of the shelter, complete necessary intake paperwork and obtain a shelter ID card. We also have a Data Specialist who will enter all client intakes, exits and services into the County-wide HMIS system.

**2. Housing Navigation and Case Management–** *City staff function as primary housing navigation and case managers*

- We will play a supportive role to City staff as the primary agent for these services.

**3. Diversion Assistance–** *City initial assessment; Mercy House: HMIS input and soft intake evenings, weekends, holidays*

- The Call Center/Intake Specialist will screen all clients for diversion prior to entry if not already done so by City staff using a Diversion 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. Families with children may also be connected to partner agency, SPIN, for diversion assistance resources.

**4. Transportation Services and Assistance–** *Mercy House/Transportation Vendor*

- We will secure the provision of transportation to and from the shelter utilizing a transportation vendor. This vendor may be one in which we already have an established relationship with at other emergency shelters we operate. We will work cooperatively with City staff to establish designated pick up/drop off locations. Security guards will be staffed at each location to ensure only prescreened clients with bed reservations receive transportation to the shelter and to provide security to bus pick up sites. We will also create a plan for safe and effective flow of traffic on and off the property based on the schematics

**11. Drug & Alcohol Treatment Referrals**– City staff housing navigators/case managers and community partners

- We will play a supportive role to City staff as the primary agent for these services. We have secured the commitment and support of SOS as a partner agency to the shelter who may provide these services. We also have working relationship with OC HCA.

**12. Storage**– Mercy House

- We recommend that the shelter include ability for clients to have personal storage space inside the facility and outdoor storage bins that may be available to clients through a reservation process. Additionally, a refrigerated storage area should be available to clients with medication needs.

**13. Monthly Service Provider Calendar with Community Resources and Partner Services**– Mercy House; City Volunteer Coordinator

- We will help to recruit, manage and maintain a monthly calendar and reservation schedule in collaboration with the City's Volunteer Coordinator.

**14. Client Housing Aftercare**– City staff aftercare housing navigator/case manager

- We will play a supportive role to City staff as the primary agent for these services.

**15. Animal Management**– Mercy House

- We will work with the City to define rules and policies around pets, service animals and animal management at the shelter. We will contract with Heart- Healthcare and Emergency Animal Rescue Team, who works with us at Bridges at Kraemer Place shelter, to help provide animal management services at the shelter. Such services include but are not limited to: examination of pet health upon entering shelter and throughout, spaying/neutering services, vaccinations, treatments for injuries/health issues and pet owner education.

**16. Storage Management**– Mercy House

- Assigned staff will help to manage all forms of client storage on-site including medication and outdoor bins. We will set and communicate designated times in which items can be retrieved. A log will be kept and clients will sign Storage Agreement Forms that include rules and policies for storage. Shelter rules will prohibit the storage of illegal substances or contraband on site.

**17. Call Center**– Mercy House

- Our staffing plan includes a dedicated Call Center/Intake Specialist available Monday-Friday from 8am-3pm. Referrals from City outreach and/or Police Department will be transferred to a bed reservation hotline. Clients meeting eligibility requirements will be assigned a bed reservation number and given instructions on transportation options and designated arrival time. If no bed is available, they will be provided with additional resources. Bed vacancies will be disseminated daily to police department, City outreach and any other designated groups to ensure that bed utilization is maximized each evening

**Additional Services**

**18. Benefits Enrollment** - Mercy House/ community partners

- We will work with County agencies and the VA to provide on-site and off-site referrals for benefits enrollment. We have secured the commitment and support of SOS as a partner agency to the shelter

These groups include:

Group	Type of Services
<b>Trellis</b>	Volunteer support for outreach, neighborhood patrols, shelter cleans, life skills, recreation activities, etc.
<b>Fresh Beginnings Ministries</b>	Trained Mentors
<b>Share Our Selves (SOS)</b>	Medical Services, Dental Services , Behavioral Health, Women’s Health, Children’s Services, Health Education, Pharmaceutical
<b>Second Chance Orange County</b>	Employment support for those in substance abuse recovery
<b>Serving People in Need (SPIN)</b>	Diversion and housing resources for homeless families with children
<b>Human Options</b>	Alternative shelter, counseling, and housing resources for victims of domestic violence
<b>One Step Ministry</b>	Supportive services for single parent families

In addition to these Costa Mesa-based groups, we will also recruit partners we work with at our other shelters including departments of the County of Orange and nonprofits who provide services county-wide to provide on-site services to Costa Mesa shelter clients. We will help to maintain a monthly calendar and reservation schedule of these partners in collaboration with the City’s Volunteer Coordinator.

BRIDGES AT KRASNER PLACE

**January 2019**

		January 2019							February 2019						
		Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		0	1	2	3	4	5	6	7	8	9	10	11	12	13
		14	15	16	17	18	19	20	21	22	23	24	25	26	27
		28	29	30	31										
Dec 20 - Jan 5	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday								
	30	31	Jan 1, 19	2	3	4	5								
				7:30am-10:30am 1736 Veteran Outreach 8:30am-11:30am HCA - Behavioral Health	4:00pm-7:00pm Casework	7:00pm-9:00pm Healthy Relationships (Conference Room 219C)	1. Narcotics Anonymous (Conference Room 219C) 8:00am-12:00pm HURTT Mobile Health								
	6	7	8	9	10	11	12								
		7:30am-10:30am 1736 Veteran Outreach 8:30am-10:30am HCA - Behavioral Health 5:00pm-6:00pm Alcoholics Anonymous (Conference Room 219C)	7:30am-9:00am OC Public Health Nurse 8:30am-4:30pm Social Services Agency (Conference Room 219C) 5:00pm-7:00pm Public Law Center (Conference Room 219)	7:30am-10:30am 1736 Veteran Outreach 8:30am-11:30am HCA - Behavioral Health	10:00am-12:00pm Volunteers of America 12:00pm-1:00pm Orangewood Foundation (Ages 18-24) 4:00pm-7:00pm Casework	7:00pm-9:00pm Healthy Relationships (Conference Room 219C)	1. Narcotics Anonymous (Conference Room 219C)								
	13	14	15	16	17	18	19								
		7:30am-10:30am 1736 Veteran Outreach 8:30am-10:30am HCA - Behavioral Health 5:00pm-6:00pm Alcoholics Anonymous (Conference Room 219C) 6:30pm-8:00pm HEART Art Clinic		7:30am-10:30am 1736 Veteran Outreach 8:30am-11:30am HCA - Behavioral Health	4:00pm-7:00pm Casework	7:00pm-9:00pm Healthy Relationships (Conference Room 219C)	1. Narcotics Anonymous (Conference Room 219C)								
	20	21	22	23	24	25	26								
		7:30am-10:30am 1736 Veteran Outreach 8:30am-10:30am HCA - Behavioral Health 5:00pm-6:30pm Orange County Rescue Mission Outreach 5:00pm-6:00pm Alcoholics Anonymous	7:00am-9:00am OC Public Health Nurse 8:30am-4:30pm Social Services Agency (Conference Room 219C)	7:30am-10:30am 1736 Veteran Outreach 8:30am-11:30am HCA - Behavioral Health 3:00pm-8:00pm Casework	12:00pm-1:00pm Orangewood Foundation (Ages 18-24)	7:00pm-9:00pm Healthy Relationships (Conference Room 219C)	1. Narcotics Anonymous (Conference Room 219C) 9:00am-11:00am ERK Clinic								
	27	28	29	30	31	Feb 1	2								
		7:30am-10:30am 1736 Veteran Outreach 8:30am-10:30am HCA - Behavioral Health 5:00pm-6:00pm Alcoholics Anonymous (Conference Room 219C)		7:30am-10:30am 1736 Veteran Outreach 8:30am-11:30am HCA - Behavioral Health 3:00pm-6:00pm Casework											

Example of a monthly shelter partner schedule

Lastly, as a “Housing Focused Shelter” everyone on-site, from the program manager, leasing agent, to logistics coordinators, are all trained to remain focused on the goal of the shelter toward housing. This in turn creates a shelter culture and environment that continuously reinforces, motivates and inspires shelter clients toward positive outcomes.

## **Integration with Coordinated Entry System**

One of the key values and vision for the shelter is to serve as an access point for the Orange County Coordinated Entry System (CES), whereby each and every program participant has increased opportunities to housing and housing support programs. As such, clients who have not previously been enrolled in CES will work with their assigned City Staff Housing Navigators/Case Managers to complete an assessment to gain entry and access to housing opportunities. City Staff Housing Navigators/Case Managers will also help clients secure housing eligibility documentation and assist in navigating and scheduling housing appointments.

A significant challenge of the current CES for outreach workers and housing providers alike is the ability to find and locate unsheltered and transient individuals as they move through the Coordinated Entry process. The shelter will offer a substantial solution to this problem whereby assessment staff members and housing providers alike will have reliable, consistent and safer conditions in which to engage clients through the housing connection process. The inclusion of the Leasing Agent in the shelter staffing plan will also help to jump start the housing search process for shelter clients, especially those who may have opportunities to access housing outside of the CES system.

Mercy House provides substantial leadership to the Orange County Coordinated Entry System that will enable us to advocate on behalf of the shelter and shelter clients. Our Associate Director, Patti Long, serves as a Board Member to the Orange County Commission to End Homelessness and is the Chair of the Coordinated Entry System subcommittee. Mercy House is a founding member of the Family Solutions Collaborative, a 23-member group of family homeless service providers that helped to launch a Coordinated Entry System specifically for homeless families. Our Chief Operations Director, Elizabeth Andrade, was the former Director of the Family Solutions Collaborative who spearheaded the adoption and launch of the OC Family CES system.

## **Evidence Based and Best Practices at the Shelter**

### **1. Housing First**

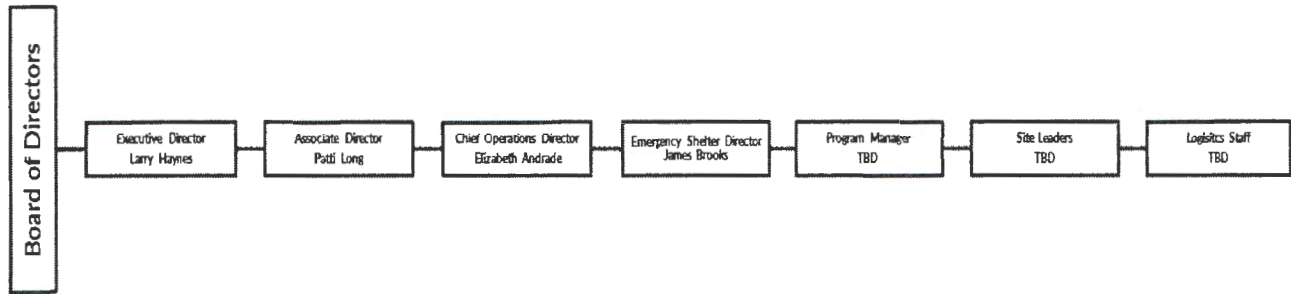
Mercy House believes to end homelessness, we must support evidence-based models of care. This is a moral and economic imperative. This has led our agency to move away from traditional shelter models of “Treatment First” to a “Housing First” model of care. The “Housing First” model for families and individuals differs by design from traditional models that require consumers to achieve “housing readiness” by meeting program or treatment prerequisites in shelter or transitional housing settings prior to permanent housing placement. Instead, Housing First is a homeless assistance approach that prioritizes providing permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues

It also reduces the need for costly long-term social services that may or may not be necessary. The vast majority of homeless individuals and families fall into homelessness after a housing or personal crisis. For these households, the Housing First approach provides them with short-term assistance to find permanent housing

## Staffing Plan

Position Title	Duties	Supervisor	FTE
<b>Executive Director</b>	Manage overall agency and acts as the primary contact for media, agencies, and government officials.	MH Board of Directors	.06FTE
<b>Associate Director</b>	Assists upper management in setting goals that promote quality programs. Oversees daily activity of the agency. Prepares budgets and staff plans.	Executive Director	.09FTE
<b>Chief Operations Director</b>	Monitors program performance, budget and operations. Develops new programs.	Associate Director	.12FTE
<b>Financial Manager</b>	Responsible for organizing and preparing the agency's accounting information to ensure that the organization's financial records are accurate.	Associate Director	.08FTE
<b>Accounting Clerk</b>	Responsible for the routine accounting work, including regular grant reports, issuing checks to vendors.	Financial Manager	.28FTE
<b>HMIS Data Specialist</b>	Responsible for data collection and entry of client enrollments and services into HMIS.	Program Manager	.52FTE
<b>Human Resources</b>	Oversees all Human Resources tasks for the agency, employee trainings, worker-compensation tasks, and benefit packages.	Associate Director	.18FTE
<b>Administrative Associate</b>	Responsible for daily administrative duties including ordering supplies, filing, and inventory.	HR/Finance Manager	.30FTE
<b>Program Director</b>	Oversees emergency shelter programs to ensure effective services, and housing focus. Manage, supervise, and mentor program managers. Assists with case management and client issues when necessary.	Chief Operations Director	.28FTE
<b>Volunteer Coordinator</b>	Responsible for recruitment, on-boarding, scheduling and training of community volunteers.	Program Manager	.30FTE
<b>Program Manager</b>	Responsible for coordinating all day to day activities and program services for the Emergency Shelter Program. Provide oversight and direction to Site Leaders, Intake Specialist, Overnight Coordinators, and Logistics Team.	Program Director	1FTE
<b>Leasing Agent</b>	Develop relationships with local landlords and properties. Provide one-on-one mobile (on-and off-site) housing navigation for those seeking housing.	Program Manager	1FTE
<b>Site Leader</b>	Oversee and assist in the implementation of shelter activities including logistics and guest intakes to ensure quality, guest focused, and trauma informed delivery of services.	Program Manager	2.8FTE
<b>Overnight Logistics Coordinator</b>	Responsible for providing supportive services and logistical support to the Emergency Shelter Program during designated shifts. Assist with shelter setup and maintenance.	Program Manager	5.4FTE

## Shelter Organizational Chart



## PART III: Project Implementation Timeline

**Mercy house is committed to ensuring the soft opening of the 50-bed interim bridge shelter by April 15, 2019.**

We have a long history of implementing new programs under similarly expedited timelines and are confident we can achieve the following outcomes after execution of the contract with the City:

- 30 days after execution of contract we will finalize management plan, conduct staff recruitment, and vendor bids.
- 60 days after execution of contract we will execute vendor contracts, have staff hired, trained and ready for shelter opening.

## **Fundraising Support and Efforts to Reduce City Investment**

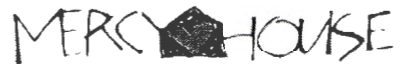
Mercy House is committed to working with City staff and/or councilmembers to engage in private fundraising that may help to off-set City funds supporting operational expenses of the shelter.

Additionally, we will support to the fullest extent possible opportunities to seek in-kind donations of goods and/or services that may help to reduce shelter expenses. Outreach efforts may include foundations, corporations, local businesses, churches, community service groups including groups who currently support Mercy House.

The service provider partners we have enlisted to support our proposal will help to provide valuable services and support at no-additional cost to the shelter and we will continuously seek and engage collaborative partnerships with service and housing providers who may further provide added value to the shelter.

Whenever possible we will also seek opportunities to reduce costs. On a quarterly basis, our Executive and Accounting team will analyze and review program budgets and expenditures to find ways to reduce operational costs and find greater efficiencies without compromising quality of services or program integrity. To the greatest extent possible, we will seek opportunities to leverage resources that may supplement or supplant program or operational costs that are paid for by budgeted sources.





We help people find their way back home.

Lawrence G. Haynes, Jr.

P.O. Box 1905

Santa Ana, CA 92702

(714) 836-7188 x101

## PROFESSIONAL EXPERIENCE

### Employment History

- 1990 – Present      Executive Director, Mercy House  
Santa Ana, Calif.
  
- 2007 – 2014      Adjunct Sociology Professor, Vanguard University  
Costa Mesa, Calif.
  
- 1988 –1990      Case Manager, Orange Coast Interfaith Shelter  
Costa Mesa, Calif.

### Key Accomplishments

- 28 years’ experience as Executive Director of Mercy House, one of the longest tenures in Orange County, California
- Grew current agency from the smallest most unstable shelter provider to one of the most respected homeless service providers in Orange County, Calif.
- Increased current agency’s financial position from \$20,000 in cash and no assets to an agency with several million dollars in assets, three months operating reserve, and no current debt service.
- Speaker at numerous local, state, and national workshops and conferences on homelessness, housing, and leadership issues.
- Created and acquired funding for the Family Redirection Program preventing hundreds of families from having to spend a night in an armory. From 2009 to 2016, served nearly 2,000 homeless families including 7,000 parents and children.
- In 2009 launched Mercy House’s Rapid Re-Housing program. Since inception has placed over 2,700 homeless individuals into housing.
- Under leadership, agency currently prevents or ends the homelessness of more than 1,200 annually.
- Created 194 units of permanent housing and 36 units of low-income housing with another 123 units of PSH and low-income housing currently in development.
- Named operated of the County’s first year round emergency shelter program – Bridges at Kraemer- through a highly competitive local process.
- Leader in a number of collaborations and cohorts including: A2 Cohort, a group of 8 family homeless service providers and 2-1-1 dedicated to the creation of Family Coordinated Entry System and end to family homelessness in Orange County; OC PSH Collaborative I and II, group of 7 PSH providers offering 220 units of PSH in Orange County; Year Round Shelter Collaborative – group of 30+ service providers dedicated to providing housing opportunities and supportive services to homeless individuals.
- Created and developed 71 units of dignified, permanent supportive housing serving as a model for effectively ending chronic homeless in Orange County and throughout the country.

## EDUCATION

B.A. from Southern California College, Costa Mesa, Calif., Major: History/Political Science, Minor: Biblical Studies, 1986, Summa cum Laude

# ELIZABETH ANDRADE

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Fountain Valley, CA 92708 | 714.721.2254 | e\_andrade\_lares@yahoo.com

## PROFESSIONAL EXPERIENCE

<b>MERCY HOUSE</b> , Orange County, CA <b>Chief Operations Director</b>	2019-Present
<b>FAMILY SERVICES COLLABORATIVE</b> , Orange County, CA <b>Director</b> , 2018- 2019 <b>Member</b> , 2017-2018	2017-2019
<b>FAMILIES FORWARD</b> , Irvine, CA <b>Director of Housing Programs and Services</b> , 2015-2017 <b>Housing Program Manager</b> , 2014-2015 <b>Lead Case Manager</b> , 2013-2014 <b>Case Manager</b> , 2012-2013	2012-2018
<b>CRYSTAL CATHEDRAL MINISTRY</b> , Garden Grove, CA <b>Community Liaison for Hope Center / Executive Assistant to CEO</b>	2006-2012

## EDUCATION, PROFESSIONAL DEVELOPMENT AND LEADERSHIP

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<b>Advisory Board Member</b> , <u>University of California Irvine, ESSPRI</u>	2018- Present
<b>Orange County Continuum of Care Board Member</b> , <u>COUNTY OF ORANGE</u> ,	2018- 2019
<b>Emerging Leaders of Orange County</b> , <u>FIELDSTONE FOUNDATION</u> ,	2016
<b>Conference Participant</b> , <u>NATIONAL ALLIANCE TO END HOMELESSNESS</u> ,	2014-2018
<b>Member</b> , <u>YOUNG NONPROFIT LEADERS OF ORANGE COUNTY</u> ,	2018-Present
<b>Certificate, Nonprofit Leadership</b> , <u>FIELDSTONE FOUNDATION</u> , <i>Professional Development Program (eight month) for Nonprofit Management</i>	2016
<b>Presenter</b> , " <b>Systems Impact &amp; Collaboration: Sustainable Impact of Cross Collaboration</b> " Training for annual County-wide conference, <u>FAMILIES AND COMMUNITIES TOGETHER</u> ,	2017
<b>B.A., Sociology</b> , <u>CALIFORNIA STATE UNIVERSITY, FULLERTON</u> , Fullerton, CA,	2009

## **Emergency Shelter Program Manager Job Description**

**Introduction:** This Program Manager is responsible for coordinating all day to day activities and program services for the Emergency Shelter Program. This position requires dependability, responsibility, organizational skills; and strong written and verbal communication skills. Primary responsibilities include executing national best practices ensuring a guest centered and housing focused approach, program management, program development, and outreach and community relations. This position reports to the Emergency Services Director. 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. Ability to 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. Ability to perform crisis intervention as needed. Ability to complete job duties that are guest focused, trauma informed, and housing focused. CA driver's license, proof of insurance and reliable vehicle is required.

### **Emergency Shelter Program**

*Goal: Ensure a safe, housing focused and client center shelter that maintains accurate data and strong communication with community partners.*

- Oversee Guest Services and ensure a guest focused, trauma informed delivery
- Coordinates with Case Management, Outreach, and Leasing agent ensuring a housing focused operation
- Encourage and discuss progress toward housing with shelter guest
- Coordinate calendar and services provided by partner agencies
- 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
- Develop new partnerships with other agencies in order to enhance our current services
- Manage program budget
- Facilitate Resident Advisory Council and Partnership Meetings

### **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

### **Staff Management**

*Goals: 1) Elicit optimal performance from staff; 2) Promote Mercy House staff values*

- Provide oversight and direction to Site Leaders, Intake Specialist, Overnight Coordinators, and Logistics Team.
- Oversee the onboarding of new direct reports and coordinate trainings as needed.
- Foster a spirit of team work and culture that is consistent with the agency's values.
- Maintain transparent communication. Appropriately communicate organization information through group meetings, one-on-one meetings, and appropriate email, and regular interpersonal communication.
- 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

## **Emergency Services Site Leader Job Description**

**Introduction:** The Emergency Services Site Leader is responsible for overseeing services and activities at the 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, safe and guest centered 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 Emergency Shelter and Services Program Manager. Fluency in Spanish is a significant value.

**Qualifications:** 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. Ability to perform crisis intervention as needed. Ability to complete job duties that are guest focused, trauma informed, and housing focused. CA driver's license, proof of insurance and reliable vehicle is required.

### **Shelter**

- Oversee and assist in the implementation of shelter activities including logistics and guest intakes to ensure quality, guest focused, and trauma informed delivery of services.
- Assist in the coordination of volunteers and support services
- Oversee the organization of supplies and facilities needs
- Encourage and discuss progress toward housing with shelter guest

### **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

## **Emergency Services Program Intake Specialist/Logistics Job Description**

**Introduction:** The Intake / Logistics Program Coordinator is responsible for intakes during the evening shift and providing supportive services and logistical support to the Emergency Shelter Program. This position requires a flexible work schedule including some weekend, morning and evening and holiday shifts. This position reports directly the Emergency Shelter Site Lead. 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; Ability to complete job duties that are guest focused, trauma informed, and housing focused.

### **Shelter Support**

*Goal: Ensure a safe and client focused environment for guest to quickly end their homelessness.*

- Assist Intake Coordinator on Bed Reservations and Intake paperwork
- Conduct diversion and intakes for new guest during designated evening shifts
- Encourage and discuss progress toward housing with shelter guest
- Assist in the implementation of shelter activities to ensure quality, guest focused, and trauma informed 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 guest services and program activities if necessary
- complete 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 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 the Emergency Shelter Site Lead. 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; Ability to complete job duties that are guest focused, trauma informed, and housing focused.

### **Shelter Support**

*Goal: Ensure a safe and client focused environment for guest to quickly end their homelessness.*

- Assist in the implementation of shelter activities to ensure quality, guest focused, and trauma informed delivery of services.
- Encourage and discuss progress toward housing with shelter guest
- 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
- Conduct neighborhood patrols to minimize potential impact on the surrounding community

### **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 guest services and program activities if necessary
- complete ad hoc projects as appointed by Supervisor

## **Leasing Agent Job Description**

Introduction: This position is responsible for assisting homeless individuals break free from the cycles of need toward greater economic opportunity, independence and permanent housing. The objective of this position is to help households obtain and/or sustain stable housing and assure quality control of housing placements and policies. This position requires a flexible work schedule including some week-end, morning and evening shifts and reliable transportation to attend community appointments.

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 supervises the Housing Advocates and reports to the Housing Director.

Ability to: Work effectively with a diverse population; plan, organize and prioritize duties; speak effectively before small groups; 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.

### **I. Housing Advocacy**

*Goal: Secure and maintain quality, affordable housing placements for clients*

- Develop an understanding of the County's housing market and establish strong business relationships in the for profit and nonprofit sectors (i.e. landlords, property managers, real estate owners/brokers, and developers)
- Assemble marketing packets for Rapid Rehousing/SHP Leasing/Shelter + Care/Section 8 Programs to local landlords
- Develop and maintain relationships with local landlords
- Maintain a list of potential housing opportunities for homeless shelter guests
- Implement housing inspections (initial and bi-annual) and rent reasonability standards processes
- Maintain effective relationships with landlords and/or property managers by resolving conflicts and assist in providing necessary emergency support.

### **II. Team Support**

*Goal: Provide support to program staff*

- Answer and respond to phone calls
- Collaborate with and act as a resource for shelter staff on housing issues
- Assist with the collection of documentation and coaching support of shelter guest when necessary

### **III. Fair Housing and Legal Issues**

*Goal: Be knowledgeable of fair housing and legal issues for the benefit of both the agency and clients served*

- Maintain an understanding of Fair Housing Laws and keep current on legal issues and regulations
- Consult with shelter staff on client related legal issues

### **IV. Miscellaneous**

- Must participate in networking functions, community meetings, meet with funders and partnering agencies
- Assist with program activities when necessary
- Attend staff meetings and training workshops, as needed
- Enhance job performance by applying up-to-date professional knowledge gained by attending seminars and conferences and reviewing professional publications
- Develop new partnerships with other agencies in order to enhance our current services
- Perform ad hoc projects as appointed by Supervisor

**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**





# CERTIFICATE OF LIABILITY INSURANCE

MERCY-2 OP ID: SD

DATE (MM/DD/YYYY)

02/08/2019

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

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

PRODUCER Dufour Insurance Services, LLC 5611 Littler Drive Huntington Beach, CA 92649 Stephanie Dufour	CONTACT NAME: <b>Stephanie Dufour</b>
	PHONE (A/C, No, Ext): <b>714-369-2998</b> FAX (A/C, No): <b>714-840-6357</b>
	E-MAIL ADDRESS: <b>Stephanie@dufourinsurance.com</b>
INSURER(S) AFFORDING COVERAGE	
INSURER A : <b>Great American Insurance Compa</b>	NAIC # <b>16691</b>
INSURER B : <b>Great American Insurance Compa</b>	NAIC # <b>16691</b>
INSURER C : <b>NOVA Casualty Company</b>	NAIC # <b>42552</b>
INSURER D : <b>Great American Insurance Group</b>	NAIC # <b>37532</b>
INSURER E : <b>Philadelphia Indemnity</b>	NAIC # <b>18058</b>
INSURER F :	

INSURED **Mercy House Living Centers**  
P.O. Box 1905  
Santa Ana, CA 92702

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	Y	PAC426088203	05/02/2018	05/02/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Prof. Liability					PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> Sex Abuse/Miscond		PAC426088203	05/02/2018	05/02/2019	GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						Ded. - \$0
A	<input type="checkbox"/> AUTOMOBILE LIABILITY	Y	CAP 188045404	05/02/2018	05/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$ 130,000
						Comp/Coll Ded. \$ 500
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	UMB 426088303	05/02/2018	05/02/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR					
DED <input checked="" type="checkbox"/> RETENTION \$ 10000						
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	CF1-WK-10000043-01 (ACCIDENT) PHL78928850	02/08/2019	02/08/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input type="checkbox"/> Cyber Liability	Y	NLP3642944	01/29/2019	01/29/2020	Per Occ 1,000,000
E	<input type="checkbox"/> D&O/ EPLI	Y	PHSD1173663	10/17/2018	10/17/2019	Aggregate 1,000,000

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

The City of Costa Mesa and Costa Mesa Housing Authority, its elected and appointed boards, officers, agents and employees are additional insureds with respect to this subject project and contract with the City. 10 days written notice prior to cancellation will be provided. Coverage is primary and non-contributory.

**CERTIFICATE HOLDER****CANCELLATION**

City of Costa Mesa  
Costa Mesa Housing Authority  
77 Fair Drive, PO Box 1200  
Costa Mesa, CA 92628

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Stephanie Dufour*

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POLICY NUMBER: PAC426-08-82

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

The City of Costa Mesa and Costa Mesa Housing Authority  
And its elected and appointed boards, officers, agents and employees  
77 Fair Drive  
Costa Mesa, CA 92628

**RE: Professional Service Agreement for Mental Health Outreach Worker**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

**EXHIBIT D**

**CITY COUNCIL POLICY 100-5**

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.