

CONTRACT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, _____, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

His Way Refuge Center
Consultant

| | | | |
|----------------------|---------|-------|-------|
| 1006 Virginia Street | Manteca | CA | 95337 |
| MAILING ADDRESS | CITY | STATE | ZIP |

CONSULTANT'S STATE LICENSE CLASSIFICATION & NUMBER (if required)
hereinafter referred to as "Consultant".

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for operational services to support the daily operations of the Unsheltered Emergency Center located at 555 Industrial Park Drive.

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. To eliminate doubt, in the case of conflict

between Consultant's proposal or Consultant's attachments and the City's Contract and attachments, the City's Contract and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this Contract terminated on Tuesday, June 30, 2026, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Payment Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this Contract exceed Eight Hundred Forty One Thousand Five Hundred Sixty Six Dollars and Fifty Seven Cents (\$841,566.57) without City's prior written approval.

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) minimum limit for general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant 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.

d. Coverage shall contain a waiver of subrogation in favor of the City.

2. *Automobile Liability.* If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than one million dollars (\$1,000,000) minimum limit per accident for bodily injury and property damage.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

4. *Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception

date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Vielka Guarascio
Homeless & Housing Services Manager
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Catina DeLeon
Co-Director
His Way Refuge Center
1006 Virginia Street
Manteca, CA 95337
(209) 688-0221
catinadeleon@comcast.net

E. Governing Law and Venue. This Contract shall be interpreted and governed by the laws of the State of California, and any legal action relating to this Contract shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Contract.

G. Severability. If any provision of this Contract is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving

a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

K. Execution. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party warrants to the other that the signature to this Contract have the legal power, right, and authority to enter into this Contract and to bind each party.

CITY OF MANTECA

By: _____
Toni Lundgren, City Manager

ATTEST:

By: _____
Cassandra Candini-Tilton, City Clerk

APPROVED AS TO FORM:

By: _____
L. David Nefouse, City Attorney

CONSULTANT

By: _____
Title: Director

EXHIBIT A

Scope of Work/Consultant Proposal

Unsheltered Emergency Center

His Way Refuge Center

1006 Virginia St.
Manteca, CA 95337

Executive Director

Al Deardorff
Ph: 209-401-9126
Email: hiswayrecoveryhouse@msn.com

Co-Director

Catina DeLeon
Ph: 209-688-0221
Email: catinadeleon@comcast.net

Location: 555 Industrial Park Drive, Manteca, CA 95337.

Time of Performance: July 1, 2025, through June 30, 2026

Proposal Narrative:

Strengthen the community by providing emergency shelter and supportive services for people experiencing homelessness and advocate to develop a pathway towards permanent housing, income, healthcare, and stability.

The Unsheltered Emergency Center, located at His Way Refuge Center, aims to address the pressing issue of homelessness in Manteca. By providing emergency shelter, we strive to create a supportive environment that fosters growth and stability for individuals in need. Our mission is to offer not only a safe space but also access to essential services that pave the way towards long-term solutions.

Qualifications:

His Way Recovery House (*His Way Refuge*) has over 23 plus years' experience working within the community to provide a clean and sober living environment for those suffering with addiction, mental health, and homelessness.

We currently have 11 recovery homes within Manteca. On average, we house roughly 85-100 residents.

Those residents come to us from jail, courts, prison re-entry programs and word of mouth. We are CCAPP certified. We are contracted with several county court systems.

Although, His Way Refuge Center is an entity started specifically for the Manteca Emergency Unsheltered and Homeless Center at 555 Industrial Parkway in Manteca- the staff is the direct leadership of His Way Recovery House.

We have comprehensive experience working with the Unsheltered Emergency Center for over three years now. Throughout the past years, we've established relationships with the clients of the unsheltered emergency center as well as other organizations.

Establishing strong client relationships is essential for building the trust necessary to assist them effectively. Collaboration and maintaining robust relationships are crucial for delivering high-quality services to our clients.

Scope of Services:

- **Registration** - Register/intake guests upon arrival and input their information in the County's Homeless Management Information System (HMIS).
- **Meals** - Three meals will be served: Breakfast, lunch, and dinner for all guests. We also provide snacks and holiday specials.
- **Shower** - Provide daily showers and hygiene products needed.
- **Haircuts and grooming**- His Way staff will provide haircuts and shaving for those requesting the service. By request only.
- **Overnight Shelter** – His Way Staff shall monitor the dormitory modular units twenty-four (24) hours – seven (7) days a week. HWRC Staff is to provide services to residents who may need assistance during their overnight stay in the dormitory units. Assistance will be determined on a case-by-case basis.
- **Clothing** - His Way will have clothes closet with gently used and new clothing provided by donations.
- **Resource Center** - We will be a hub for resources available to the homeless community.
- **Outreach**- His Way Outreach team will be working in the community of Manteca 4-5 days a week to encourage individuals to seek services being offered at 555 Industrial Parkway. We will have an Outreach and housing lead that will manage the outreach team in efforts to seek displaced individuals within the community that are ready for change and willing to take the first step by checking in to the Refuge Center. The outreach team will work with other agencies that His Way is collaborating with to ensure all displaced individuals that are willing to work with us have access to the resources available.
- **Transportation** - His Way Refuge Center will supply transportation for the unsheltered, who live in the Manteca Emergency Homeless Resource Center. We will also do emergency pick up when requested by PD or individuals.
 - His Way will purchase bus tickets for those individuals seeking to reunify with families outside the area.
 -
- **Transitional housing** - Direct access to His Way Recovery House as a resident. His Way will offer housing at one of our recovery homes for those individuals with substance abuse issues that are ready for change.

To date we've had **94** individuals check into His Way Recovery House directly from the shelter. These individuals are clean and sober working a 12-step program taught at His Way Recovery House and some are working jobs and or enrolled in school. They are now volunteering in the community providing services to give back.

HWRC will have an employee dedicated to assistance in securing permanent or transitional housing.

- **Transportation assistance to outside areas-** His Way will purchase bus tickets for those individuals needing to return to their families in other cities and states.
- **Good neighbor policy-** His way will continue to assist those businesses in the nearby area with shopping cart removal, clean up and security.
- **Case management-** His Way Refugee Center will use evidence-based curriculum to provide education for substance abuse and other barriers that are a hinderance to being a productive member of society. Case managers will be RADT certified. (Registered Alcohol and Drug Technician)
 - **First step-** The basics; making sure each client has an identification card, social security card and helping with any assistance that the client may qualify for. (E.g., social security benefits, medical or VA healthcare benefits, Cal Fresh)
 - **Second step-** Identify any goals the client may have; short term and long term. (E.g. Long-term housing, job)
Document goals with an action plan
 - **Third step-** Set up a comprehensive case plan and evaluate progress monthly. Work exclusively with resources to ensure client eligibility and progress. Help clients understand their options and empower them to use their own strength and resources to overcome the situations they are in.

By having a daily routine and structure we are confident that the clients will have an increase in self-esteem, a sense of ownership and the motivation to execute the necessary tasks that are needed to accomplish the goals that they have set in place for themselves.

- Goals for case management-
 - Individualized care
 - Long-term housing
 - Employment
 - Rehabilitation services
 - Self- advocacy
 - Confidence
 - Community re-entry
 - Utilization of coping skills

Activities:

- Weekly recovery meetings for those who would like to attend.
- Bingo
- Movie night
- Weekly hobbies
- Games
- Basketball Hoop
- Arts/Craft nights

Amenities:

- Dog Washing Station
 - Pet shampoo supplied upon request
- Bike Repair Station
 - Tools to repair bikes
 - Tire repair: tubes supplied upon request
- Computer station/ Learning Center-
 - Resumes, job search, or connecting with family. Located in the dining room for privacy and safety.

Collaborations:

Health Care Services

- Community Medical Center (CMC)-
- CMC assists with primary care physicians, psychiatric care, recovery counseling and therapy.
- Public Health Services-
 - Testing and after-care management for sexually transmitted diseases
 - Medication and shots
- Behavioral Health-
 - Mental Health Services; doctor's appointments, pre-evaluation for crisis issues
- Doctors Hospital-
 - Work with the substance abuse coordinator for clients admitted and aftercare.
- Prevail-
 - Youth Services (12-25yrs)
 - Domestic Violence
 - Substance Abuse Counseling
 - Sex Trafficking and exploitation awareness

Mental Health/SUD Services:

- Assessments
- Substance Abuse Services
- Housing Placement
- Medications
- Behavioral Health group counseling
- Case Management through BHS

Faith based organizations

- Love in the name of Christ (Love Inc.)-
 - Helps with car repairs, registrations, overdue storage bills, cell phone payments.
- Local Churches-
 - Food and clothing donations

Temporary Housing

- Raymus House-
 - Temporary housing for women and children
- Hope Family Shelter-
 - Temporary housing for families
- Manteca Unified School District (MUSD)-
 - Assist with homeless children, transportation to and from school, and clothing when needed.
 - Assistance with hotels for homeless children and families
- Veteran's Services and Housing-
 - Assist veterans with housing and benefit assistance.
- Child Abuse Prevention Council (CPAC)-
 - Services for children and youth

Food

- Second Harvest Food Bank-
 - Food and donations
- Kaiser-
 - Daily food donations

City Collaborations

- Manteca Police Department-
 - Work with Community resource officers to place individuals into the emergency shelter or any other needs we could assist with. Bus tickets or transportation to outside areas
- City of Manteca-
 - Work closely to assist with any needs or concerns

Staffing:

(All positions include “other duties as assigned” by Director

- Director- Al Deardorff
 - Directs and oversees the Unsheltered Emergency Center
 - Weekly staff meeting
 - Scheduling
 - Food purchasing
 - Maintenance where necessary
 - Weekly grounds clean-up
 - Resolves all issues
- Co-Director- Catina De Leon
 - Finance
 - Payroll
 - Insurance/Workers' compensation
 - Contracts
 - HMIS system
- Supervisor-Will Drahos
 - Case manager
 - Supervises daily operations, on site
 - Staff supervision
 - Purchasing of miscellaneous supplies
- Administrator- Ashley Akers
 - Case manager
 - On site administration
 - Manage HMIS system
 - Donations
- Administrator Assistant-Shari Deardorff
 - Case manager
 - Manages clothes closet
 - Donations
 - Assists Administrator
- Front Desk-Erica Bellati
 - Greet clients
 - Data entry to Daily log
 - Assist clients with daily needs
 - HMIS system
- Operations Day Shift-Jose Mendez Velasquez
 - Perimeter checks
 - Grounds Clean-up and maintenance
 - Point of contact for issues

- Operations Day Shift Assistant-Robert Castillo
 - Greet clients
 - Data entry to Daily log
 - Perimeter checks
 - Assist clients with daily needs
- Cook-Elanor Botello
 - Plans Menu
 - Prepares and cooks meals
 - Manages the food truck cleaning
- Cook Assistant- Jose Vasquez
 - Assist cook with food preparation
 - Serves meals
 - Clean-up after meals
- Driver-Albert Goodchild
 - Daily pickups from parks or other areas
 - Drop offs to bus stations
 - Mandatory appointments for clients
- Shower Operator- Thomas Zapata
 - Assists clients with clothing and hygiene
 - Monitors clients while in the shower area
 - Laundry
- Dorm Monitor Women-Carmen Carillo
 - Monitors women's dorm
 - Assists clients with nightly needs
 - Laundry
- Outreach and Housing Lead-Elvira Navarro
 - Daily outreach
 - Weekly outreach meetings with resource officers and other entities
 - Housing: collaborate with resources to seek permanent housing
 - Assist clients with daily needs
- Operations Relief- Christine Garner
 - Relieves co-workers of their duties for breaks, lunches, time off
 - Cross trained in every area
- His Way Recovery House-Volunteer based individuals.

Proposed Full-Time Positions:

- (1) Director
- (1) Co-Director
- (1) Supervisor
- (1) Administrator
- (1) Administrator Assistant
- (1) Front Desk
- (1) Day Shift Operations
- (1) Day Shift Assistant Operations
- (1) Cook
- (1) Cook Assistant
- (1) Driver
- (1) Shower Operator
- (1) Dorm Monitor-Women
- (1) Outreach and Housing Lead
- (1) Operations Relief

Board of Directors:

Executive Director: Al Deardorff
Treasurer: Catina De Leon
Secretary: Ashley Akers
Board Member: Shari Deardorff
Board Member: Sean De Leon

Board Member: Brandon Salazar
Board Member: Mike Jupin
Board Member: Michelle Tova
Board Member: Will Drahos

Budget:

See Attached. Appendix B

Performance Measurement:

His Way Refuge Center is expecting to serve 50-100 people daily. Every client will have to fill out a packet of personal information which will allow us to collect statistical data to track performance measurements within the City of Manteca's effort to combat homelessness. This information will be entered electronically in an excel workbook and the required system by the city-HMIS. The paper packets will be filed in a file cabinet kept at the Resource Center. The only people to have access to those files will be His Way staff and the City of Manteca.

References:

1. Mike Morowit
Business owner, Manteca
Ph: (209) 612-2143
2. Honorable Richard Vlavianos
Judge, Superior Court of San Joaquin County
Ph: (209) 607-9470
3. Honorable Kristine Eagle
Judge, Superior Court of San Joaquin County
Ph: (209) 598-4998
4. Pastor Mike Johnson
Cornerstone Baptist Church Hanover
Ph: (812) 866-1580
5. Andrew Smith
Attorney at Law - Lodi
Ph: (209) 333-9292

Disclaimer and Signature

I hereby certify that I have read this application and the exhibits thereto, and know the contents thereof, and the statements therein are true, and that I have been authorized by the governing board of the organization I represent to submit this application.

| | |
|-------------------------------------|-----------|
| | 5/19/2025 |
| Authorized Representative Signature | Date |
| Catina M. De Leon | 5/19/2025 |
| Printed Name | Date |

FACILITY RULES AND MAINTENANCE

For 555 Industrial Park Drive, Manteca, California 95337

The Unsheltered Emergency Center – Service Provider and staff (referred to as “The Provider”) shall ensure compliance with the following rules and requirements detailed in the following sections. Each section addresses rules for each City- provided facility on 555 Industrial Park Drive, Manteca, California 95337 (“Property”).

Dormitory Modular Unit

1. The total occupancy for each dormitory modular is 27 persons. The Provider will ensure the Overnight Dormitory Modular Unit does not exceed the occupancy limits.
2. The Provider shall monitor the Dormitory Modular Unit 24 hours – 7 days a week to ensure the following:
 - a.) Bed frames, bedding and storage totes are not damaged or destroyed;
 - b.) Ensure each bed area is clean and organized at all times;
 - c.) No food or beverage permitted in the Dormitory Modular Unit. Only water is permitted;
3. The Provider is to offer services to residents who may need assistance during their overnight stay in the dormitory unit.
4. The Provider is to collaborate with Shield Protection Services to monitor and ensure there is no vandalism or damage to the interior and exterior of the Dormitory Modular Unit.

Community Space - Modular Unit

1. The total occupancy is 49 persons. The provider will ensure the Modular Unit does not exceed the occupancy limit.
2. The Provider shall monitor the Modular Unit at all times during the hours of operation to ensure the following:
 - a) Portable air conditioning units are to be turned on the beginning of each day and turned off at the time of closing;
 - b) No food or beverage permitted in the Modular Unit. Only water is permitted in the Modular Unit. No exceptions;
 - c) Clean modular unit at the end of each day (e.g., vacuum).
3. The Provider is to provide security to monitor and ensure there is no vandalism or damage to the exterior of the unit overnight.

Mobile Food Services Trailer

1. The Provider and their staff are the only persons allowed to enter and use the food trailer.
2. The Provider is responsible with cleaning the kitchen area after each meal and must complete the following tasks after each meal:
 - a. Throw all perishable foods away;
 - b. Properly store all utensils (unless plastic, then discard);
 - c. Wash and properly store all cookware after use;

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
Director

EXHIBIT C

Payment Schedule

APPENDIX B

Unsheltered Emergency Center Request for Proposal

HIS WAY REFUGE CENTER- PROPOSED BUDGET

| DESCRIPTION | CITY OF MANTECA | HISWAY | TOTAL COSTS |
|--|----------------------|---------------------|----------------------|
| OPERATIONS COST | | | |
| *FEEDING EXPENSES | \$ 60,000.00 | \$ - | \$ 60,000.00 |
| *TRANSPORTATION-(fuel, maintenance and repairs) | \$ 36,000.00 | \$ 2,000.00 | \$ 38,000.00 |
| *MISC SUPPLIES | \$ 30,000.00 | \$ - | \$ 30,000.00 |
| *JANITORIAL/CLEANING SUPPLIES | \$ 7,000.00 | \$ - | \$ 7,000.00 |
| *COLD STORAGE CONTAINER RENTAL | \$ 11,400.00 | \$ - | \$ 11,400.00 |
| *CONTAINER RENTAL FOR CLOTHES AND LINENS | \$ 1,400.00 | \$ - | \$ 1,400.00 |
| *VEHICLE INSURANCE | \$ - | \$ 4,800.00 | \$ 4,800.00 |
| *OFFICE SUPPLIES | \$ 6,000.00 | \$ - | \$ 6,000.00 |
| *ACTIVITIES | \$ 6,000.00 | \$ - | \$ 6,000.00 |
| *PORTABLE BATHROOM RENTAL/SERVICES | \$ 29,900.00 | \$ - | \$ 29,900.00 |
| *WORKERS COMP INSURANCE | \$ - | \$ 12,000.00 | \$ 12,000.00 |
| *EMPLOYER PAYROLL TAXES | \$ - | \$ 12,000.00 | \$ 12,000.00 |
| *INSURANCE | \$ - | \$ 18,000.00 | \$ 18,000.00 |
| *OUTREACH AND HOUSING-MISC | \$ 3,000.00 | | \$ 3,000.00 |
| *CELL PFONE FOR SHELTER | \$ 1,860.00 | | \$ 1,860.00 |
| Operating Subtotal | \$ 192,560.00 | \$ 48,800.00 | \$ 241,360.00 |
| PERSONNEL | ANNUAL | | |
| *DIRECTOR- AL DEARDORFF | \$ 76,390.33 | | \$ 76,390.33 |
| *CO-DIRECTOR- CATINA DELEON | \$ 58,232.16 | | \$ 58,232.16 |
| *SUPERVISOR- WILL DRAHOS | \$ 54,072.72 | | \$ 54,072.72 |
| *ADMINISTRATOR- ASHLEY AKERS | \$ 54,072.72 | | \$ 54,072.72 |
| *ASSISTANT ADMINISTRATOR- SHARI DEARDORFF | \$ 40,207.92 | | \$ 40,207.92 |
| *FRONT DESK- ERICA BELLATI | \$ 40,207.92 | | \$ 40,207.92 |
| *OPERATIONS- DAY SHIFT- JOSE MENDEZ VELASQUEZ | \$ 37,434.96 | | \$ 37,434.96 |
| *OPERATIONS- DAY SHIFT ASSISTANT- ROBERT GARCIA | \$ 34,662.00 | | \$ 34,662.00 |
| *COOK- ELANOR BOTELLO | \$ 40,207.92 | | \$ 40,207.92 |
| *COOK ASSISTANT- JOSE VASQUEZ | \$ 34,662.00 | | \$ 34,662.00 |
| *DRIVER- ALBERT GOODCHILD | \$ 34,662.00 | | \$ 34,662.00 |
| *SHOWER OPERATOR- THOMAS ZAPADA | \$ 37,434.96 | | \$ 37,434.96 |
| *DORM MONITOR-WOMEN- CARMEN CARRILLO | \$ 34,662.00 | | \$ 34,662.00 |
| *OUTREACH AND HOUSING LEAD- ELVIRA NEVARRO | \$ 37,434.96 | | \$ 37,434.96 |
| *OPERATIONS RELIEF- CHRISTINE GARNER | \$ 34,662.00 | | \$ 34,662.00 |
| Personnel Subtotal | \$ 649,006.57 | \$ - | \$ 649,006.57 |
| Total | \$ 841,566.57 | \$ 48,800.00 | \$ 890,366.57 |