MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby made and entered into by and between the County of San Luis Obispo ("County") and the 5Cities Homeless Coalition ("5CitiesHC").

A. PURPOSE

The purpose of this MOU is to establish a mutually agreeable framework for providing the County Department of Social Services Arroyo Grande Conference Room and adjoining restrooms located at 1086 Grand Avenue, Arroyo Grande, California ("DSS A G") as a location for the 5CitiesHC's Warming Center ("Warming Center"). The Warming Center is a temporary shelter provided to the general public by the 5CitiesHC. The Warming Center will provide temporary, overnight shelter to homeless persons during cold or inclement weather that would otherwise put such persons at risk of hypothermia or other related health conditions.

B. STATEMENT OF PUBLIC BENEFIT

The parties to the MOU agree it is to the benefit of the public that persons who have no other shelter from cold and/or rainy nights may have a place to take shelter. The DSS AG Warming Center will protect the lives and safety of the County's residents who are without shelter from the extreme elements.

C. USE OF DSS ARROYO GRANDE CONFERENCE ROOM

The DSS Arroyo Grande Conference Room (including adjoining restrooms) may be used as the location for the Warming Center on any night where:

1. The temperature is forecast to be 32 degrees Fahrenheit or below; or

2. There is forecast a 50% chance of rain for that night and the subsequent night.

On such nights, the Warming Center will be open from 5:30 p.m. until 7:00 a.m. the following morning. The forecast from the local television station KSBY shall be used for the 5Cities forecast.

D. Responsibilities of 5CitiesHC:

1. At least 24 hours prior to the opening of the shelter, the 5CitiesHC Executive Director or her designee shall send an email to the designated

DSS staff member notifying DSS AG of 5CitiesHC intent to open the shelter.

2. Designated staff members, contractors, and volunteers shall ensure that all rules and regulations of the DSS AG are complied with during use of the Warming Center.

3. A minimum of two paid employees or contracted staff shall staff the Warming Center at all times it is open. The services of Community Action Partnership of San Luis Obispo County ("CAPSLO") may be used to meet this requirement. The Warming Center shall remain staffed at these minimums for the duration of the Warming Center's operating hours.

4. Between 5 and 5:30 PM on the nights the Warming Center is open, 5CitiesHC or its designated staff members, contractors, and/or volunteers shall set up the Warming Center.

5. Between 7:00 a.m. and 8:00 a.m. on the mornings the Warming Center is open, 5CitiesHC or its designated staff, contractors, and/or volunteers shall clean the Conference Room and restrooms and restore such rooms to the conditions they were in at the time the Warming Center opened the previous night.

6. Furniture may be moved, but must not leave the Conference Room. Before the Warming Center closes in the morning, all furniture that was moved shall be put back into their original locations.

7. All Warming Center guests must vacate the building by 7:00 a.m. on the mornings that the Warming Center is open.

8. No alcohol, unlawful drugs, smoking, or tobacco products are allowed on County property. Any use or possession of such substances is cause for the violating person to be exited from the Warming Center and law enforcement may be summoned.

9. No vandalism, fighting, or provoking others to fight will be tolerated.

10. No weapons are allowed onto DSS property.

11. Food and beverages are allowed, but must be cleaned up before the Warming Center closes in the morning. Microwaves, hot pots, portable burners, and similar cooking devices are not to be used. However, 5Cities and its staff may use a coffee pot and/or electric pot for boiling water. In the event that a coffee pot and/or electric pot is used, 5Cities HC and its

staff shall ensure that they are turned off before closing the Warming Center each morning.

12. There shall be no entry into other portions of the DSS Arroyo Grande building.

13. 911 shall be called in the event of an emergency.

E. Responsibilities of DSS AG

1. DSS AG shall provide 5Citieswith the name of a contact for 5Cities to notify prior to each opening of the Warming Center.
2. DSS AG shall provide 5Citieswith a key fob that may be used to gain entry to the conference room.

F. INSURANCE

5CitiesHC, at its sole cost and expense, shall provide the County with a certificate of insurance evidencing a current policy of general liability insurance with policy limits and endorsement naming the County as an additional insured to the satisfaction of the County,

G. INDEMNIFICATION

5CitiesHC shall defend, indemnify and hold harmless the County, its officers and employees from any and all claims, losses and liability arising from the use of the DSS Arroyo Grande location as a Warming Center.

H. TERM

1. This MOU shall take effect upon execution by the last signatory to this MOU and shall remain in effect through December 31, 2013, at which time it shall expire unless the parties elect to extend this MOU in writing duly executed by both parties to this MOU.

2. This MOU may be amended by written consent of both parties.

3. This MOU can be terminated with 14 days notice by either party to this MOU.

4. This MOU is not in effect nor enforceable until signed by both parties.

I. NO RIGHTS CREATED

This MOU is not intended to, and does not create, any right, benefit, or responsibility, substantive or procedural, enforceable at law or equity, by a party against the County.

J. AUTHORIZATION

The signatories to this MOU certify they have the authority to execute this MOU on behalf of the parties hereto.

IN WITNESS WHEREOF, this MOU is executed in San Luis Obispo, California, as of the last date written below.

5CITIESHOMELESS COALITION

By: _____

Print Name: JANAIA NICHOLS

Title: EXECUTIVE DIRECTOR

Date: 2/5/2013

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors this
____ day of _____, 2013.

ATTEST:

_____
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL

County Counsel

By: _____
Deputy County Counsel