Regular Meeting Agenda
October 15, 2019

Placentia City Council
Placentia City Council Acting as Successor Agency to the Placentia Redevelopment Agency
Placentia Industrial Commercial Development Authority

Rhonda Shader
Mayor

Ward L. Smith
Mayor Pro Tem

Craig S. Green
Councilmember

Chad P. Wanke
Councilmember

Jeremy B. Yamaguchi
Councilmember

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

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Mission Statement

The City Council is committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life.

Vision Statement

The City of Placentia will maintain an open, honest, responsive and innovative government that delivers quality services in a fair and equitable manner while optimizing available resources.

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, and at the Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

Procedures for Addressing the Council/Board Members

Any person who wishes to speak regarding an item on the agenda or on a subject within the City's jurisdiction during the "**Oral Communications**" portion of the agenda should fill out a "**Speaker Request Form**" and give it to the City Clerk BEFORE that portion of the agenda is called. Testimony for Public Hearings will only be taken at the time of the hearing. Any person who wishes to speak on a Public Hearing item should fill out a "**Speaker Request Form**" and give it to the City Clerk BEFORE the item is called.

The Council and Board members encourage free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of an entire group. To encourage all views, the Council and Board discourage clapping, booing or shouts of approval or disagreement from the audience.

PLEASE SILENCE ALL PAGERS, CELL PHONES, AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL AND BOARD MEMBERS ARE IN SESSION.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

In compliance with California Government Code § 54957.5, any writings or documents provided to a majority of the City Council regarding any item on this agenda that are not exempt from disclosure under the Public Records Act will be made available for public inspection at the City Clerk's Office at City Hall, 401 East Chapman Avenue, Placentia, during normal business hours.

Study Sessions are open to the public and held in the City Council Chambers or City Hall Community Room. Executive Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Executive Sessions, Executive Sessions are not open to the public.

PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
October 15, 2019
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Green
Councilmember/Board Member Wanke
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Smith
Mayor/Board Chair Shader

ORAL COMMUNICATIONS:
At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

1. Pursuant to Government Code Section 54956.9 (d)(2):
   CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
   Significant exposure to litigation: (1 Case)

2. Pursuant to Government Code Section 54956.9(d)(4):
   CONFERENCE WITH LEGAL COUNSEL- Potential Initiation of Litigation
   Initiation of Litigation: (1 Case)

3. Pursuant to Government Code Section 54957.6
   CONFERENCE WITH LABOR NEGOTIATOR
   Agency Designated Representatives: Damien R. Arrula, City Administrator
   Rosanna Ramirez, Director of Administrative Services
   Employee Organizations: Placentia Police Officers Association (PPOA)

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
October 15, 2019
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Green
Councilmember/Board Member Wanke
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Smith
Mayor/Board Chair Shader

INVOCATION: Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Boy Scout Troop 723 Honor Guard and President of the Board for the East Orange County Water District Doug Davert

PRESENTATIONS:

a. **Proclamation of October 2019 as Domestic Violence Awareness Month**
Recipient: Women's Transitional Living Center (WTLC) CEO Mark Lee
Presenter: Mayor Shader

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:
At this time the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CITY COUNCIL/BOARD MEMBER COMMENTS:

1. CONSENT CALENDAR (Items 1.a. through 1.j):
All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any Member of the City Council and Boards of Directors or City Administrator may request an item be removed from the Consent Calendar for discussion. All items removed shall be considered immediately following action on the remaining items.

1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve

1.b. **City Fiscal Year 2019-20 Register for October 15, 2019**
Check Register
Fiscal Impact: $380,110.98
Electronic Disbursement Register
Fiscal Impact: $794,964.05
Recommended Action: It is recommended that the City Council:
1) Receive and file

1.c. **Award of Contract to Golden Bell Products, Inc. for Sewer Manhole Maintenance Services**
Fiscal Impact: Expense: $ 41,800 Total Cost for Services
Budgeted: $ 20,900 FY 2019-20 Sewer Maintenance Fund (484356-6120)
$ 20,900 Estimated FY 2020-21 Sewer Maintenance Fund
Recommended Action: It is recommended that the City Council:
1) Approve a Maintenance Services Agreement with Golden Bell Products, Inc. for Sewer Manhole Maintenance Services in an amount not-to-exceed $41,800, for an initial two-year contract term ending on October 15, 2021, with the option to extend for one (1) additional two-year term; and
2) Authorize the City Administrator to approve contract change orders up to 10% of the annual contract not-to-exceed amount per year; and
3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
4) Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two-year term based upon contractor performance and at the discretion of the City.

1.d. **Award of Construction Contract to Petrochem Manufacturing, LLC. for Construction of the FY 2019-20A Residential Slurry Seal Project (City Project No. 1001)**
Fiscal Impact: Expense: $682,300 Construction Contract Amount
Budgeted: $867,000 FY 2019-20 RMRA Fund Budget (601001-6185)
$400,000 FY 2019-20 M2 Fund Budget (181001-6185)
$ 58,000 FY 2019-20 SB1 Gas Tax Fund Budget (171001-6185)
Recommended Action: It is recommended that the City Council:
1) Award a construction contract to Petrochem Materials Innovation, LLC, for the FY 2019-20 Residential Slurry Seal Project for a not-to-exceed amount of $682,292.04; and
2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1.e. **Approval of New Lease Agreement Between the City of Placentia and the Placentia Founders Society for Use of the Bradford House**
Fiscal Impact: Expense: Not to Exceed $7,500 Per Year
Budgeted: $ 7,500 FY 2019-20 Risk Management Fund (404582-6201)
Recommended Action: It is recommended that the City Council:
1) Approve the Lease Agreement between the City and the Placentia Founders Society for the use, maintenance, and upkeep of the Bradford House for a term ending December 31, 2024; and
2) Authorize the City Administrator and/or his designee to make non-substantive amendments as necessary and execute the lease on behalf of the City, in a form approved by the City Attorney.

1.f. **Resolution Authorizing Temporary Suspension of Regulatory Ordinance Sections 23.76.050 and 10.28.010 for the Operation of the Tamale Festival Scheduled for Wednesday, December 11, 2019**

Fiscal Impact: Expense: $ 12,300 Estimated General Fund Cost
Offsetting Revenue: $ 8,000 Reimbursement from Placita Santa Fe Merchants

Recommended Action: It is recommended that the City Council:

1) Approve the Placita Santa Fe Merchants Association Tamale Festival on December 11, 2019, contingent upon the Merchants Association continuing to work with City Staff to obtain all appropriate permits and insurance, and agreeing to follow all City regulations for the event and to reimburse the City $8,000 for approximately 65 percent of event costs; and
2) Adopt Resolution No. R-2019-51, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory ordinance sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Tamale Festival on December 11, 2019 on the 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue.

1.g. **Resolutions Authorizing Approval of Grant Applications for the Statewide Park Development and Community Revitalization Program**

Fiscal Impact: Expense: $ 12,511,000 Park Improvement Expenses
Budgeted: $ 0 FY 2019-20 Budget (Will Require Budget Amendment)
Revenue: $12,511,000 (Prop 68 State Grant Funds)

Recommended Action: It is recommended that the City Council:

1) Adopt Resolutions Nos. R-2019-52 through R-2019-57, Resolutions of the City Council of the City of Placentia, California, approving the applications for the Statewide Park Development and Community Revitalization Program grant funds for Jaycee Parkette, Kraemer Memorial Park, La Placita Parkette, McFadden Park, Parque De Los Ninos, and Santa Fe Park; and
2) Determine that these projects are exempt from Environmental Review pursuant to Sections 15332, 15301 and 15304 of the CEQA Guidelines, and direct Staff to file a Notice of Exemption; and
3) Authorize the City Administrator, and/or his designee, to execute the necessary documents, in a form approved by the City Attorney.

1.h. **Resolution Authorizing the Filing of an Application to the State of California Housing and Community Development Department for the SB 2 Planning Grant Program**

Fiscal Impact: Expense: $ 160,000 Community Development Projects
Budgeted: $ 0 FY 2019-20 Budget (Will Require Budget Amendment, If Awarded)
Revenue: $ 160,000 Grant Funding

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution No. R-2019-58, A Resolution of the City Council of the City of Placentia, California authorizing application for, and receipt of, SB 2 Planning Grants Program Funds; and
2) Authorize the City Administrator or his designee to apply for the California Department of Housing and Community Development (HCD) SB 2 Planning Grants Program (PGP) in the amount of $160,000; and
3) Authorize the City Administrator or his designee to execute the necessary documents, in a form approved by the City Attorney.

1.i. **Purchase of a New Police SWAT Truck Using Funds from Measure U and Public Safety Community Facilities District**

Fiscal Impact: Expense: Not to Exceed $85,000
Budgeted: $ 55,000 FY 2019-20 Measure U Fund (798004-6842)
$ 30,000 FY 2019-20 Public Safety CFD Fund (558004-6842)

Recommended Action: It is recommended that the City Council:

1) Approve the purchase of a new specialty SWAT truck from National Auto Fleet Group totaling $74,494.03; and
2) Approve the use of West Coast Lights & Sirens, Inc. as the designated company for the purchase and installation of the required emergency equipment totaling $10,505.62; and
3) Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

1.j. **Second Reading of Ordinance Revising Various City Commissions and Committees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Waive full reading, by title only, and adopt Ordinance No. O-2019-11, An Ordinance of the City Council of the City of Placentia, California amending portions of Title 2, Administration and Personnel, of the Placentia Municipal Code to add, delete, combine, and update various City commissions, boards, and committees, and to establish rules governing them.

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a. **Award of Professional Services Agreement with Path (People Assisting the Homeless) for the Operation of a Year-Round Navigation Center/Emergency Shelter Located at 731 S. Melrose Street**

Fiscal Impact: Expense: $1,582,560 Placentia Regional Navigation Center Fund
Revenue: $1,600,000 North Service Planning Area Cities MOU

Recommended Action: It is recommended that the City Council:

1. Approve an initial two (2) year Professional Services Agreement with People Assisting the Homeless (PATH) for the operation and management services of the Placentia Navigation Center located at 731 S. Melrose Street in the approximate annual amount of $1,600,000 with an option to extend for four (4) additional two-year terms; and
2. Authorize the City Administrator to approve eligible contract term extensions for four (4) additional two-year terms at an amount not to exceed 3% over the compensation in the prior term and not to exceed ten (10) years, based upon contractor performance and at the discretion of the City; and
3. Authorize the City Administrator and/or his designee to meet and confer with PATH to finalize the Management, Operations, and Public Safety Plan of the Placentia Navigation Center; and
4. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

3.b. **Accept Resignations and Make Appointments to Fill Vacancies on Various City Commissions and Committees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Accept the resignations listed below:
    a. Janice Lacher, Heritage Committee since August 20, 2013
    b. Vic Tomazic, Planning Commission since September 16, 2008
    c. Heather Francine, Planning Commission since January 20, 2015
    d. James Schenck, Planning Commission since August 20, 2013
    e. David Johnson, Veterans Advisory Committee since November 15, 2011; and
2. Make the necessary appointments to fill the vacancies listed below:
    a. One (1) vacancy on the Financial Audit Oversight Committee
    b. Three (3) vacancies on the Heritage Committee
    c. One (1) vacancy on the Historical Committee
    d. Five (5) vacancies on the "new" Park Arts & Recreation Commission (PARC)
    e. Three (3) vacancies on the Planning Commission
    f. Three (3) vacancies on the Senior Advisory Committee
    g. Five (5) vacancies on the Streetscape & Transportation Advisory Commission
    h. Four (4) vacancies on the Veterans Advisory Committee; and
3. Direct Staff to update the City's master Commission and Committee vacancy list and continue the Commission and Committee Application/Recruitment process for any remaining vacancies and present to City Council at a future meeting for consideration of appointments.

CITY COUNCIL/BOARD MEMBERS REQUESTS:
Council/Board Members may make requests or ask questions of Staff. If a Council/Board Member would like to have formal action taken on a requested matter, it will be placed on a future Council or Board Agenda.

ADJOURNMENT:
The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, November 5, 2019 at 5:30 p.m.

Adjourned in Memory of

Art Brice, *former Placentia Police Reserve officer*

TENTATIVE AGENDA FORECAST
The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- Cooperative Agreement for Orangethorpe Traffic Signal Synchronization Project
- Agreement for Metro Transit Station Utility Relocation Project
- Amendment to PSA for On-Call CASp (Certified Access Specialist) Consulting Services
- Purchase of Public Works Stake Bed Truck
- Acceptance of Easements for Lakeview Grade Separation Project
- NOC: FY 18-19 Residential Street Rehabilitation Project
- Resolution in Support of Grant Application for Tustin/Rose Traffic Signal Synchronization

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Director of Administrative Services of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the October 15, 2019 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on October 10, 2019.

_____
Rosanna Ramirez
Director of Administrative Services

City of Placentia
Check Register
For 10/15/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	380,110.98				

Check Totals by ID	
AP	380,110.98
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	380,110.98

Fund Name	Check Totals by Fund
101-General Fund (0010)	244,708.76
117-Measure U Fund (0079)	18,524.00
205-State Gas Tax (0017)	33,957.00
208-Sccssr Agncy Ret Oblg (0054)	221.48
210-Measure M (0018)	8,384.64
215-Air Quality Management (0019)	2,096.16
225-Asset Seizure (0021)	501.00
227-Explorer Grant NOC (0076)	12.84
228-NOC-Public Safety Grant(0061)	78.35
229-Comm Trans Hous Grant (0062)	269.19
230-Suppl Law Enfrcmnt (0022)	13,635.00
231-Placentia Reg Nav Cent(0078)	582.21
233-Gen Plan Update Fees (0074)	3,275.28
265-Landscape Maintenance (0029)	13,295.75
275-Sewer Maintenance (0048)	7,317.35
280-Misc Grants Fund (0050)	477.42
501-Refuse Administration (0037)	948.54
601-Employee Health & Wlfre (0039)	483.95
605-Risk Management (0040)	18,081.55
701-Special Deposits (0044)	13,260.51
Check Total:	**380,110.98**

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

City of Placentia
Check Register
For 10/09/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	PE 09/21/19 PD 09/27/19	0029-2196 Garnishments W/H	PY19020	156.46	2700/1901020		00102499	09/27/2019
MW OH	CALIFORNIA STATE V004813	PE 09/21/19 PD 09/27/19	0010-2196 Garnishments W/H	PY19020	1,240.60	2700/1901020		00102499	09/27/2019
MW OH	CALIFORNIA STATE V004813	PE 09/21/19 PD 09/27/19	0048-2196 Garnishments W/H	PY19020	46.15	2700/1901020		00102499	09/27/2019
MW OH	CALIFORNIA STATE V004813	PE 09/21/19 PD 09/27/19	0037-2196 Garnishments W/H	PY19020	69.23	2700/1901020		00102499	09/27/2019
				Check Total:	**1,512.44**				
MW OH	FRANCHISE TAX BOARD V000404	PE 09/21/19 PD 09/27/19	0029-2196 Garnishments W/H	PY19020	6.00	2710/1901020		00102500	09/27/2019
MW OH	FRANCHISE TAX BOARD V000404	PE 09/21/19 PD 09/27/19	0010-2196 Garnishments W/H	PY19020	54.00	2710/1901020		00102500	09/27/2019
				Check Total:	**60.00**				
MW OH	ORANGE COUNTY V000699	PE 09/21/19 PD 09/27/19	0029-2176 PCEA/OCEA Assoc Dues	PY19020	7.20	2610/1901020		00102501	09/27/2019
MW OH	ORANGE COUNTY V000699	PE 09/21/19 PD 09/27/19	0037-2176 PCEA/OCEA Assoc Dues	PY19020	2.40	2610/1901020		00102501	09/27/2019
MW OH	ORANGE COUNTY V000699	PE 09/21/19 PD 09/27/19	0062-2176 PCEA/OCEA Assoc Dues	PY19020	9.62	2610/1901020		00102501	09/27/2019
MW OH	ORANGE COUNTY V000699	PE 09/21/19 PD 09/27/19	0010-2176 PCEA/OCEA Assoc Dues	PY19020	341.54	2610/1901020		00102501	09/27/2019
MW OH	ORANGE COUNTY V000699	PE 09/21/19 PD 09/27/19	0048-2176 PCEA/OCEA Assoc Dues	PY19020	24.04	2610/1901020		00102501	09/27/2019
				Check Total:	**384.80**				
MW OH	PCEA C/O NORTH ORANGE CO V000679	PE 09/21/19 PD 09/27/19	0029-2176 PCEA/OCEA Assoc Dues	PY19020	0.75	2615/1901020		00102502	09/27/2019
MW OH	PCEA C/O NORTH ORANGE CO V000679	PE 09/21/19 PD 09/27/19	0037-2176 PCEA/OCEA Assoc Dues	PY19020	0.25	2615/1901020		00102502	09/27/2019
MW OH	PCEA C/O NORTH ORANGE CO	PE 09/21/19 PD 09/27/19	0062-2176	PY19020	1.00	2615/1901020		00102502	09/27/2019

City of Placentia
Check Register
For 10/09/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000679		PCEA/OCEA Assoc Dues						
MW OH	PCEA C/O NORTH ORANGE CO V000679	PE 09/21/19 PD 09/27/19	0010-2176 PCEA/OCEA Assoc Dues	PY19020	35.50	2615/1901020		00102502	09/27/2019
MW OH	PCEA C/O NORTH ORANGE CO V000679	PE 09/21/19 PD 09/27/19	0048-2176 PCEA/OCEA Assoc Dues	PY19020	2.50	2615/1901020		00102502	09/27/2019
				Check Total:	**40.00**				
MW OH	PLACENTIA POLICE V003519	PE 09/21/19 PD 09/27/19	0050-2178 Placentia Police Assoc Dues	PY19020	25.81	2620/1901020		00102503	09/27/2019
MW OH	PLACENTIA POLICE V003519	PE 09/21/19 PD 09/27/19	0010-2178 Placentia Police Assoc Dues	PY19020	2,218.22	2620/1901020		00102503	09/27/2019
MW OH	PLACENTIA POLICE V003519	PE 09/21/19 PD 09/27/19	0061-2178 Placentia Police Assoc Dues	PY19020	78.35	2620/1901020		00102503	09/27/2019
MW OH	PLACENTIA POLICE V003519	PE 09/21/19 PD 09/27/19	0076-2178 Placentia Police Assoc Dues	PY19020	12.84	2620/1901020		00102503	09/27/2019
MW OH	PLACENTIA POLICE V003519	PE 09/21/19 PD 09/27/19	0062-2178 Placentia Police Assoc Dues	PY19020	156.44	2620/1901020		00102503	09/27/2019
				Check Total:	**2,491.66**				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 09/21/19 PD 09/27/19	0010-2170 Deferred Comp Payable - ICMA	PY19020	2,430.21	2606/1901020		00102504	09/27/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 09/21/19 PD 09/27/19	0048-2170 Deferred Comp Payable - ICMA	PY19020	94.61	2606/1901020		00102504	09/27/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 09/21/19 PD 09/27/19	0029-2170 Deferred Comp Payable - ICMA	PY19020	45.88	2606/1901020		00102504	09/27/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 09/21/19 PD 09/27/19	0037-2170 Deferred Comp Payable - ICMA	PY19020	8.12	2606/1901020		00102504	09/27/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 09/21/19 PD 09/27/19	0062-2170 Deferred Comp Payable - ICMA	PY19020	31.75	2606/1901020		00102504	09/27/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 09/21/19 PD 09/27/19	0054-2170 Deferred Comp Payable - ICMA	PY19020	17.40	2606/1901020		00102504	09/27/2019

City of Placentia
Check Register
For 10/09/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**2,627.97**				
MW OH	ADAMS, STEPHANIE V009598	JULY-AUG INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP092619	360.00	09192019		00102505	09/26/2019
				Check Total:	**360.00**				
MW OH	ALLIANT INSURANCE V007375	HERITAGE FESTIVAL INSURANCE	404582-6201 Liability Insurance Premiums	AP092619	7,088.00	1182102		00102506	09/26/2019
				Check Total:	**7,088.00**				
MW OH	AT & T V008736	9/15-10/14 LMD INTERNET	296561-6215 Telephone	AP092619	30.00	SEPT LMD 19		00102507	09/26/2019
				Check Total:	**30.00**				
MW OH	BANK OF AMERICA V008179	SEPT S.A. BANK FEES	547525-6099 Professional Services	AP092619	35.35	0013384915		00102508	09/26/2019
				Check Total:	**35.35**				
MW OH	BROWN, TRAVIS V011293	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP092619	75.00	PK477325		00102509	09/26/2019
				Check Total:	**75.00**				
MW OH	CADENAS, GARY V011288	PROPERTY DAMAGE CLAIM PMT	404582-6210 Liability Claims	AP092619	929.66	1996869CH		00102510	09/26/2019
				Check Total:	**929.66**				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP092619	348.78	72335824		00102511	09/26/2019
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP092619	252.09	72335825		00102511	09/26/2019
				Check Total:	**600.87**				
MW OH	CBE V008124	8/20-9/9 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP092619	137.19	IN2190808		00102512	09/26/2019
				Check Total:	**137.19**				
MW OH	CITY OF PLACENTIA V000773	HERITAGE PETTY CASH	104078-6301 Special Department Supplies	AP092619	1,100.00	091919		00102513	09/26/2019

City of Placentia
Check Register
For 10/09/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**1,100.00**				
MW OH	COUNTY OF ORANGE V008881	SEPT AFIS SERVICES	103040-6290 Dept. Contract Services	AP092619	2,491.00	SH 54101	P11571	00102514	09/26/2019
				Check Total:	**2,491.00**				
MW OH	DENNIS AND DEBORAH V007072	OCT-DEC QUARTERLY LEASE PMT	103043-6160 Facility Rental	AP092619	17,483.00	091619	P11518	00102515	09/26/2019
				Check Total:	**17,483.00**				
MW OH	DISTINGUISHED PEST V003466	QUARTERLY PEST CONTROL SVS	103654-6290 Dept. Contract Services	AP092619	1,235.00	16139		00102516	09/26/2019
				Check Total:	**1,235.00**				
MW OH	EVANS GUN WORLD V003336	8/15 & 8/23 RANGE FEES	103043-6162 Range Training	AP092619	1,120.00	1929		00102517	09/26/2019
				Check Total:	**1,120.00**				
MW OH	FEDEX V000394	SHIPPING CHARGES	109595-6325 Postage	AP092619	62.49	6-743-87162		00102518	09/26/2019
				Check Total:	**62.49**				
MW OH	GHAHREMANI, ALI REZA V011292	TOWING FEE REFUND	100000-4410 City Ord Fines (Parking)	AP092619	495.00	091919		00102519	09/26/2019
				Check Total:	**495.00**				
MW OH	HIRSCH PIPE AND SUPPLY V004494	FLUSHVALVE	103655-6130 Repair & Maint/Facilities	AP092619	52.34	6681057		00102520	09/26/2019
MW OH	HIRSCH PIPE AND SUPPLY V004494	FAUCET REPAIR KIT	296561-6130 Repair & Maint/Facilities	AP092619	165.44	6683353		00102520	09/26/2019
MW OH	HIRSCH PIPE AND SUPPLY V004494	FAUCET REPAIR SUPPLIES	296561-6130 Repair & Maint/Facilities	AP092619	17.26	6683823		00102520	09/26/2019
				Check Total:	**235.04**				
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP092619	100.00	30-19-061		00102521	09/26/2019
MW OH	HOYT ROOFS INC	ROOFING BOND REFUND	0044-2033	AP092619	100.00	30-19-137		00102521	09/26/2019

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	V003476		Construction & Demo Deposit						
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP092619	100.00	30-19-140		00102521	09/26/2019
				Check Total:	**300.00**				
MW OH	HR GREEN PACIFIC INC V010735	AUG ON-CALL PLAN CHECK SVS	103551-6099 Professional Services	AP092619	2,025.00	129673	P11528	00102522	09/26/2019
				Check Total:	**2,025.00**				
MW OH	ICMA RETIREMENT TRUST V010029	P/E 9/21 PD 9/27	0037-2170 Deferred Comp Payable - ICMA	AP092619	60.00	092719A		00102523	09/26/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 9/21 PD 9/27	0054-2170 Deferred Comp Payable - ICMA	AP092619	54.94	092719A		00102523	09/26/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 9/21 PD 9/27	0010-2170 Deferred Comp Payable - ICMA	AP092619	1,124.59	092719A		00102523	09/26/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 9/21 PD 9/27	0048-2170 Deferred Comp Payable - ICMA	AP092619	40.00	092719A		00102523	09/26/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 9/21 PD 9/27	0029-2170 Deferred Comp Payable - ICMA	AP092619	120.00	092719A		00102523	09/26/2019
				Check Total:	**1,399.53**				
MW OH	IE INC V011260	80% BLDG PERMIT REFUND	100000-4166 Heat/Ventilation Air Cond	AP092619	107.20	B19-1100		00102524	09/26/2019
				Check Total:	**107.20**				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 9/21 PD 9/27	0010-2131 Employer PARS/ARS Payable	AP092619	1,309.28	092719A		00102525	09/26/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 9/21 PD 9/27	0029-2131 Employer PARS/ARS Payable	AP092619	189.91	092719A		00102525	09/26/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 9/21 PD 9/27	0037-2131 Employer PARS/ARS Payable	AP092619	199.83	092719A		00102525	09/26/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 9/21 PD 9/27	0054-2131 Employer PARS/ARS Payable	AP092619	113.79	092719A		00102525	09/26/2019

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MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 9/21 PD 9/27	0048-2131 Employer PARS/ARS Payable	AP092619	163.52	092719A		00102525	09/26/2019
				Check Total:	**1,976.33**				
MW OH	MANAGED HEALTH V008122	OCT EAP PROGRAM SVS	395083-5161 Health Insurance Premiums	AP092619	313.95	PRM-044096		00102526	09/26/2019
				Check Total:	**313.95**				
MW OH	MCCORMACK ROOFING V002663	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP092619	100.00	30-18-219		00102527	09/26/2019
MW OH	MCCORMACK ROOFING V002663	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP092619	100.00	30-19-105		00102527	09/26/2019
				Check Total:	**200.00**				
MW OH	MISSION LINEN SUPPLY V011110	7/2 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP092619	95.96	510224258	P11592	00102528	09/26/2019
MW OH	MISSION LINEN SUPPLY V011110	7/9 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP092619	95.96	510272675	P11592	00102528	09/26/2019
MW OH	MISSION LINEN SUPPLY V011110	7/16 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP092619	107.34	510320159	P11592	00102528	09/26/2019
MW OH	MISSION LINEN SUPPLY V011110	7/30 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP092619	107.34	510416850	P11592	00102528	09/26/2019
MW OH	MISSION LINEN SUPPLY V011110	8/6 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP092619	107.34	510463921	P11592	00102528	09/26/2019
MW OH	MISSION LINEN SUPPLY V011110	8/13 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP092619	107.34	510511124	P11592	00102528	09/26/2019
MW OH	MISSION LINEN SUPPLY V011110	8/20 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP092619	107.34	510559294	P11592	00102528	09/26/2019
MW OH	MISSION LINEN SUPPLY V011110	8/27 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP092619	107.34	510618968	P11592	00102528	09/26/2019
				Check Total:	**835.96**				
MW OH	MOBILE ZOO OF SOUTHERN	MOBILE ZOO FOR HERITAGE	104078-6099	AP092619	1,173.00	2019-2637		00102529	09/26/2019

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	V010595		Professional Services						
				Check Total:	**1,173.00**				
MW OH	MORRISON, DAWN V011290	CONFERENCE CALL - MARK 43	106009-6840 Machinery & Equipment	AP092619	55.00	2019-0001		00102530	09/26/2019
				Check Total:	**55.00**				
MW OH	NOVA SECURITY SYSTEMS V009819	INSTALL ACCESS CONTROL SYSTEM	103654-6130 Repair & Maint/Facilities	AP092619	3,203.49	12729		00102531	09/26/2019
				Check Total:	**3,203.49**				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP092619	59.50	63728		00102532	09/26/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP092619	119.95	63821		00102532	09/26/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP092619	165.26	63848		00102532	09/26/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP092619	17.36	B63821-1		00102532	09/26/2019
				Check Total:	**362.07**				
MW OH	PALUMBO, ZACHARY V000800	CAR BATTERY REIMBURSEMENT	103658-6134 Vehicle Repair & Maintenance	AP092619	138.91	470547		00102533	09/26/2019
				Check Total:	**138.91**				
MW OH	PARS V006999	JULY PARS ARS FEES	109595-6295 City Admin Services	AP092619	659.29	43740		00102534	09/26/2019
MW OH	PARS V006999	JULY PARS REP FEES	109595-6295 City Admin Services	AP092619	400.00	43770		00102534	09/26/2019
				Check Total:	**1,059.29**				
MW OH	ROADLINE PRODUCTS V004083	PAINT SPRAY GUN & PAINT	103652-6301 Special Department Supplies	AP092619	309.94	15234		00102535	09/26/2019
				Check Total:	**309.94**				
MW OH	RODSTEIN, REBECCA	SUPPLIES REIMBURSEMENT	102534-6225	AP092619	79.11	092419		00102536	09/26/2019

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	V011291		Advertising/Promotional						
				Check Total:	**79.11**				
MW OH	SECOND HARVEST FOOD V005571	AUG SR CENTER FOOD DELIVERY	104079-6301 Special Department Supplies	AP092619	31.24	598874		00102537	09/26/2019
MW OH	SECOND HARVEST FOOD V005571	SEPT WHITTEN FOOD DELIVERY	504077-6301 Special Department Supplies	AP092619	33.68	600709		00102537	09/26/2019
				Check Total:	**64.92**				
MW OH	SHRED-IT USA V000905	JULY DOC SHRED SERVICES	374386-6299 Other Purchased Services	AP092619	267.44	8127877911		00102538	09/26/2019
MW OH	SHRED-IT USA V000905	AUG DOC SHRED SERVICES	374386-6299 Other Purchased Services	AP092619	341.27	8128096226		00102538	09/26/2019
				Check Total:	**608.71**				
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEPT ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP092619	50.36	091419		00102539	09/26/2019
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEPT ELECTRICAL CHARGES	296561-6330 Electricity	AP092619	836.28	091419		00102539	09/26/2019
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEPT ELECTRICAL CHARGES	109595-6330 / 21012-6330 Electricity	AP092619	15.74	091419		00102539	09/26/2019
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEPT ELECTRICAL CHARGES	109595-6330 Electricity	AP092619	8,319.94	091419		00102539	09/26/2019
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEPT ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP092619	108.38	091419		00102539	09/26/2019
				Check Total:	**9,330.70**				
MW OH	STATE BOARD OF V007860	BOUNDRY CHANGE PROCESSING FEE	109595-6999 Other Expenditure	AP092619	5,100.00	PFA-2019-01		00102540	09/26/2019
				Check Total:	**5,100.00**				
MW OH	THE HOME DEPOT V010657	80% BLDG PERMIT REFUND	100000-4160 Building Permits	AP092619	151.20	B19-0986		00102541	09/26/2019
				Check Total:	**151.20**				

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MW OH	THE KARAGINES FAMILY V007073	OCT-DEC QUARTERLY LEASE PMT	103043-6160 Facility Rental	AP092619	17,483.00	091619	P11517	00102542	09/26/2019
				Check Total:	**17,483.00**				
MW OH	THE SAUCE CREATIVE V007476	PRINTING SVS HERITAGE FLYERS	104078-6230 Printing & Binding	AP092619	315.38	3739		00102543	09/26/2019
				Check Total:	**315.38**				
MW OH	TIME WARNER CABLE V004450	SEPT EOC CABLE & INTERNET	109595-6215 Telephone	AP092619	596.86	0034466091619		00102544	09/26/2019
MW OH	TIME WARNER CABLE V004450	SEPT PD INTERNET SVS	109595-6215 Telephone	AP092619	619.00	0528002091419		00102544	09/26/2019
				Check Total:	**1,215.86**				
MW OH	UNIQUE PRINTING V010259	BUSINESS CARDS - GILLIS	103042-6301 Special Department Supplies	AP092619	32.63	41110		00102545	09/26/2019
				Check Total:	**32.63**				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 9/21 PD 9/27	0010-2126 Employee PARS/ARS W/H	AP092619	1,187.77	092719A		00102546	09/26/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 9/21 PD 9/27	0062-2131 Employer PARS/ARS Payable	AP092619	35.19	092719A		00102546	09/26/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 9/21 PD 9/27	0010-2131 Employer PARS/ARS Payable	AP092619	1,187.77	092719A		00102546	09/26/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 9/21 PD 9/27	0062-2126 Employee PARS/ARS W/H	AP092619	35.19	092719A		00102546	09/26/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 9/21 PD 9/27	0050-2126 Employee PARS/ARS W/H	AP092619	148.97	092719A		00102546	09/26/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 9/21 PD 9/27	0050-2131 Employer PARS/ARS Payable	AP092619	148.97	092719A		00102546	09/26/2019
				Check Total:	**2,743.86**				
MW OH	V & V MANUFACTURING INC V010393	MINIATURE PD BADGES	103040-6299 Other Purchased Services	AP092619	425.61	48679		00102547	09/26/2019

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				Check Total:	**425.61**				
MW OH	WATERLOGIC AMERICAS LLC V010708	SEPT PD WATER SERVICE	103041-6301 Special Department Supplies	AP092619	225.20	180995		00102548	09/26/2019
				Check Total:	**225.20**				
MW OH	WEX BANK V007269	AUG PD FUEL COSTS	103658-6345 Gasoline & Diesel Fuel	AP092619	557.89	60917178		00102549	09/26/2019
				Check Total:	**557.89**				
MW OH	WON, JOON V011289	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP092619	100.00	30-19-135		00102550	09/26/2019
				Check Total:	**100.00**				
MW OH	LOT 318 V007478	LAMAR'S FUNDING CONTRIBUTION	102531-6099 / 45057-6099 Professional Services	AP100119	10,000.00	100319		00102551	10/01/2019
				Check Total:	**10,000.00**				
MW OH	ORANGE COUNTY CLERK V009863	NOTICE OF DETERMINATION	749822-6017 Special Studies	AP100219	3,271.00	1001201901		00102552	10/02/2019
				Check Total:	**3,271.00**				
MW OH	ABBIT, JEFF V006201	HERITAGE ENTERTAINMENT SVS	104078-6099 Professional Services	AP100319	525.00	09302019		00102553	10/03/2019
				Check Total:	**525.00**				
MW OH	ANAHEIM FULLERTON V006631	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	101.75	202548		00102554	10/03/2019
MW OH	ANAHEIM FULLERTON V006631	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	185.00	202549		00102554	10/03/2019
MW OH	ANAHEIM FULLERTON V006631	JULY TOWING SERVICES	103047-6181 Towing Services	AP100319	185.00	203736		00102554	10/03/2019
MW OH	ANAHEIM FULLERTON V006631	JULY TOWING SERVICES	103047-6181 Towing Services	AP100319	185.00	204939		00102554	10/03/2019
MW OH	ANAHEIM FULLERTON V006631	JULY TOWING SERVICES	103047-6181 Towing Services	AP100319	185.00	204961		00102554	10/03/2019

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MW OH	ANAHEIM FULLERTON V006631	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	185.00	204968		00102554	10/03/2019
MW OH	ANAHEIM FULLERTON V006631	JULY TOWING SERVICES	103047-6181 Towing Services	AP100319	101.75	205053		00102554	10/03/2019
MW OH	ANAHEIM FULLERTON V006631	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	185.00	205206		00102554	10/03/2019
MW OH	ANAHEIM FULLERTON V006631	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	185.00	205237		00102554	10/03/2019
MW OH	ANAHEIM FULLERTON V006631	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	101.75	205427		00102554	10/03/2019
MW OH	ANAHEIM FULLERTON V006631	JULY TOWING SERVICES	103047-6181 Towing Services	AP100319	101.75	205434		00102554	10/03/2019
MW OH	ANAHEIM FULLERTON V006631	JULY TOWING SERVICES	103047-6181 Towing Services	AP100319	185.00	206798		00102554	10/03/2019
				Check Total:	**1,887.00**				
MW OH	ASSI SECURITY INC V011251	INSTALL JAIL CAMERAS & CCTV	225913-6185 Construction Services	AP100319	13,635.00	65735	P11544	00102555	10/03/2019
				Check Total:	**13,635.00**				
MW OH	AT&T V011041	SEPT INTERNET/VOICE BUNDLE	109595-6215 Telephone	AP100319	1,136.56	4934319404		00102556	10/03/2019
				Check Total:	**1,136.56**				
MW OH	AWARDS BY PAUL V006055	HERITAGE CAR SHOW AWARDS	104078-6301 Special Department Supplies	AP100319	995.61	45532		00102557	10/03/2019
				Check Total:	**995.61**				
MW OH	BREA TROPHY AND V004181	HERITAGE BAND REVIEW RIBBONS	104078-6301 Special Department Supplies	AP100319	1,106.32	7600		00102558	10/03/2019
MW OH	BREA TROPHY AND V004181	HERITAGE BAND REVIEW TROPHIES	104078-6301 Special Department Supplies	AP100319	2,632.87	7601		00102558	10/03/2019
				Check Total:	**3,739.19**				

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MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	533.75	19-675		00102559	10/03/2019
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	42.87	19-694		00102559	10/03/2019
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	192.88	19-716		00102559	10/03/2019
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	8.75	19-722		00102559	10/03/2019
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	692.87	19-729		00102559	10/03/2019
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	392.88	19-745		00102559	10/03/2019
MW OH	CALIFORNIA STATE V006510	JUNE CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	96.25	19-770		00102559	10/03/2019
MW OH	CALIFORNIA STATE V006510	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	533.75	19-801		00102559	10/03/2019
MW OH	CALIFORNIA STATE V006510	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	67.87	19-819		00102559	10/03/2019
MW OH	CALIFORNIA STATE V006510	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	533.75	19-822		00102559	10/03/2019
MW OH	CALIFORNIA STATE V006510	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	542.50	19-846		00102559	10/03/2019
MW OH	CALIFORNIA STATE V006510	JULY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP100319	87.50	19-862		00102559	10/03/2019
				Check Total:	**3,725.62**				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP100319	251.28	72344319		00102560	10/03/2019
				Check Total:	**251.28**				
MW OH	CARAHSOFT TECHNOLOGY V010983	DOCUSIGN ANNUAL FEE	101523-6136 Software Maintenance	AP100319	5,084.21	IN684342		00102561	10/03/2019

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				Check Total:	**5,084.21**				
MW OH	CITY OF ANAHEIM V010186	8/15-9/16 ELECTRICAL CHARGES	109595-6330 Electricity	AP100319	65.16	08192019		00102562	10/03/2019
				Check Total:	**65.16**				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - YAMAGUCHI	101511-6315 Office Supplies	AP100319	18.98	ASCS001272		00102563	10/03/2019
				Check Total:	**18.98**				
MW OH	CPOA V004396	PITCHESS MOTION REG - CONNELL	103040-6250 Staff Training	AP100319	190.00	170810		00102564	10/03/2019
				Check Total:	**190.00**				
MW OH	DARDEN SISTERS V010083	HERITAGE ENTERTAINMENT SVS	104078-6099 Professional Services	AP100319	500.00	09302019		00102565	10/03/2019
				Check Total:	**500.00**				
MW OH	DARDEN, CALEB V011296	HERITAGE SOUND SERVICES	104078-6099 Professional Services	AP100319	2,200.00	13612		00102566	10/03/2019
				Check Total:	**2,200.00**				
MW OH	DUDEK & ASSOCIATES INC V004114	JULY-AUG SEWER AUDIT SVS	484356-6120 R & M/Sewer & Storm Drain	AP100319	5,950.00	20196104	P11540	00102567	10/03/2019
				Check Total:	**5,950.00**				
MW OH	FUN SERVICES V000412	HERITAGE GAME RENTALS	104078-6099 Professional Services	AP100319	1,784.50	09302019		00102568	10/03/2019
				Check Total:	**1,784.50**				
MW OH	GLASBY MAINT. SUPPLY CO V000445	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	AP100319	46.98	299583A		00102569	10/03/2019
				Check Total:	**46.98**				
MW OH	GOLDEN STATE WATER V000928	JULY-SEPT WATER CHARGES	109595-6335 Water	AP100319	26,899.64	091119		00102570	10/03/2019
MW OH	GOLDEN STATE WATER V000928	JULY-SEPT WATER CHARGES	296561-6335 Water	AP100319	11,127.44	091119		00102570	10/03/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**38,027.08**				
MW OH	GOLDEN WEST COLLEGE V010550	CIVILIAN SUPERVISOR REG	213041-6250 Staff Training	AP100319	226.00	51344 TORRES		00102571	10/03/2019
				Check Total:	**226.00**				
MW OH	GOOD TIMES TRAVEL INC V010819	9/24 EXCURSION TOUR SVS	0044-2056 CS Good Times Travel Deposits	AP100319	420.00	CP092419		00102572	10/03/2019
				Check Total:	**420.00**				
MW OH	GUARDIAN ROOFS V010424	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP100319	100.00	30-19-119		00102573	10/03/2019
				Check Total:	**100.00**				
MW OH	HALVERSON, JOY V007235	HERITAGE ENTERTAINMENT SVS	104078-6099 Professional Services	AP100319	495.00	09302019		00102574	10/03/2019
				Check Total:	**495.00**				
MW OH	HERC RENTALS INC V010786	SCISSOR LIFT RENTAL	103654-6170 Equipment & Tool Rental	AP100319	218.33	31022897-001		00102575	10/03/2019
				Check Total:	**218.33**				
MW OH	HI-WAY SAFETY RENTALS V000459	BANDING MATERIALS	103652-6301 Special Department Supplies	AP100319	228.39	93788		00102576	10/03/2019
				Check Total:	**228.39**				
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP100319	47.21	1011930		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP100319	104.30	1032072		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP100319	58.06	12145		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	PD CONSTRUCTION SUPPLIES	103654-6130 Repair & Maint/Facilities	AP100319	119.49	2010910		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	PARK MAINT SUPPLIES	103655-6301 Special Department Supplies	AP100319	24.77	2060101		00102577	10/03/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	HOME DEPOT CREDIT V010624	PD CONSTRUCTION SUPPLIES	103654-6130 Repair & Maint/Facilities	AP100319	47.03	23420		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	PD CONSTRUCTION SUPPLIES	103654-6130 Repair & Maint/Facilities	AP100319	64.63	3024372		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	CLEAN UP EVENT SUPPLIES	109595-6999 Other Expenditure	AP100319	98.90	4024145		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	STEP LADDER	103654-6301 Special Department Supplies	AP100319	147.60	5010473		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	PAINT TRUCK SUPPLIES	103652-6301 Special Department Supplies	AP100319	167.90	5024081		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	AP100319	98.13	5025236		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	PD CONSTRUCTION SUPPLIES	103654-6130 Repair & Maint/Facilities	AP100319	90.15	6025108		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	PD CONSTRUCTION SUPPLIES	103654-6130 Repair & Maint/Facilities	AP100319	141.78	6025175		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	PD CONSTRUCTION SUPPLIES	103654-6130 Repair & Maint/Facilities	AP100319	140.70	6031887		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	PD CONSTRUCTION SUPPLIES	103654-6130 Repair & Maint/Facilities	AP100319	114.48	9010212		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	CARPET CLEANER	103654-6130 Repair & Maint/Facilities	AP100319	15.79	9012249		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	PD CONSTRUCTION SUPPLIES	103654-6130 Repair & Maint/Facilities	AP100319	72.33	9012372		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	CARPET CLEANER	103654-6130 Repair & Maint/Facilities	AP100319	23.08	9025975		00102577	10/03/2019
MW OH	HOME DEPOT CREDIT V010624	LATE FEE	103654-6130 Repair & Maint/Facilities	AP100319	35.00	FCH-006951704		00102577	10/03/2019
				Check Total:	**1,611.33**				
MW OH	JONES & MAYER	AUG LEGAL SERVICES	102531-6099 / 45057-6099	AP100319	335.16	93156		00102578	10/03/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009822		Professional Services						
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100319	22,401.99	93744		00102578	10/03/2019
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100319	134.05	93749		00102578	10/03/2019
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100319	1,452.36	93750		00102578	10/03/2019
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100319	41.76	93753		00102578	10/03/2019
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100319	134.06	93757		00102578	10/03/2019
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	784070-6005 Legal Services	AP100319	477.21	93758		00102578	10/03/2019
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100319	89.38	93759		00102578	10/03/2019
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100319	4,870.99	93760		00102578	10/03/2019
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100319	44.69	93761		00102578	10/03/2019
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100319	1,493.86	93764		00102578	10/03/2019
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100319	2,946.21	93765		00102578	10/03/2019
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100319	1,713.14	93767		00102578	10/03/2019
				Check Total:	**36,134.86**				
MW OH	KOA CORPORATION V006654	CROWTHER SEWER REVIEW SVS	103551-6290 Dept. Contract Services	AP100319	2,400.00	JB96095-1		00102579	10/03/2019
MW OH	KOA CORPORATION V006654	JUL ADA RAMP CONSTRUCTION	791008-6185 Construction Services	AP100319	1,092.00	JB96052-1	P11584	00102579	10/03/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	KOA CORPORATION V006654	AUG-SEPT ADA RAMP CONST. MGMT	791008-6185 Construction Services	AP100319	17,432.00	JB96052-2	P11584	00102579	10/03/2019
				Check Total:	**20,924.00**				
MW OH	M JACK BROOKS JD V010723	AUG HR CONSULTANT SVS	103065-6290 Dept. Contract Services	AP100319	3,017.50	072019 PHR	P11601	00102580	10/03/2019
				Check Total:	**3,017.50**				
MW OH	MCCORMACK ROOFING V002663	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP100319	100.00	30-19-072		00102581	10/03/2019
				Check Total:	**100.00**				
MW OH	MERILUS, BRUNEL V011297	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP100319	100.00	30-19-022		00102582	10/03/2019
				Check Total:	**100.00**				
MW OH	MIDAMERICA V008972	2ND QTR 401A FEES	395083-6025 Third Party Administration	AP100319	170.00	MAR0000011836		00102583	10/03/2019
				Check Total:	**170.00**				
MW OH	NAJAJREH, MOHAMMAD V011301	BLDG & ZONING APPT REFUND	100000-4305 Planning Division Fees	AP100319	45.00	092519		00102584	10/03/2019
MW OH	NAJAJREH, MOHAMMAD V011301	BLDG & ZONING APPT REFUND	100000-4380 Business Site Insp Fee	AP100319	74.00	092519		00102584	10/03/2019
MW OH	NAJAJREH, MOHAMMAD V011301	BLDG & ZONING APPT REFUND	740000-4302 General Plan Update Fee	AP100319	4.28	092519		00102584	10/03/2019
				Check Total:	**123.28**				
MW OH	NATIONAL TRAINING V008067	DIVERSIONARY DEVICE REG	213041-6250 Staff Training	AP100319	275.00	092519 IRVINE		00102585	10/03/2019
				Check Total:	**275.00**				
MW OH	NGUYEN, VAN KHANH V009861	HERITAGE ENTERTAINMENT SVS	104078-6099 Professional Services	AP100319	350.00	09302019		00102586	10/03/2019
				Check Total:	**350.00**				
MW OH	NOVA SECURITY SYSTEMS	OCT-DEC SECURITY MONITORING	784070-6127	AP100319	105.00	12700		00102587	10/03/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009819		Alarm Monitoring						
				Check Total:	**105.00**				
MW OH	ORANGE COUNTY V011002	AUG FACILITY CAPACITY FEES	0044-2037 County Sanitation Dist Fee	AP100319	2,621.00	819-1001		00102588	10/03/2019
MW OH	ORANGE COUNTY V011002	AUG FACILITY CAPACITY FEES	100000-4364 Sanitation Collect Fees	AP100319	-131.05	819-1001		00102588	10/03/2019
MW OH	ORANGE COUNTY V011002	JUNE FACILITY CAPACITY FEES	0044-2037 County Sanitation Dist Fee	AP100319	4,556.00	B19-0750		00102588	10/03/2019
MW OH	ORANGE COUNTY V011002	AUG FACILITY CAPACITY FEES	100000-4364 Sanitation Collect Fees	AP100319	-227.80	B19-0750		00102588	10/03/2019
MW OH	ORANGE COUNTY V011002	JUNE FACILITY CAPACITY FEES	0044-2037 County Sanitation Dist Fee	AP100319	4,556.00	B19-0751		00102588	10/03/2019
MW OH	ORANGE COUNTY V011002	JUNE FACILITY CAPACITY FEES	100000-4364 Sanitation Collect Fees	AP100319	-227.80	B19-0751		00102588	10/03/2019
				Check Total:	**11,146.35**				
MW OH	ORANGE COUNTY SHERIFF'S V003655	SUPERVISORY COURSE - ALCALA	103041-6250 Staff Training	AP100319	225.00	CC2060-00400		00102589	10/03/2019
				Check Total:	**225.00**				
MW OH	PEST OPTIONS INC V010037	SEPT GOPHER CONTROL SVS	103655-6130 Repair & Maint/Facilities	AP100319	460.00	334965		00102590	10/03/2019
MW OH	PEST OPTIONS INC V010037	SEPT GOPHER CONTROL SVS	296561-6130 Repair & Maint/Facilities	AP100319	495.00	334965		00102590	10/03/2019
				Check Total:	**955.00**				
MW OH	PLACENTIA YORBA LINDA V000794	8/6 EXCURSION TRANSPORTATION	104071-6270 Excursions	AP100319	410.00	82NI0105		00102591	10/03/2019
MW OH	PLACENTIA YORBA LINDA V000794	8/14 EXCURSION TRANSPORTATION	104071-6270 Excursions	AP100319	800.00	82NI0106		00102591	10/03/2019
MW OH	PLACENTIA YORBA LINDA V000794	7/31 EXCURSION TRANSPORTATION	104071-6270 Excursions	AP100319	507.50	82NI0107		00102591	10/03/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**1,717.50**				
MW OH	PLACENTIA, CITY OF V000782	AUG WORKERS' COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP100319	10,063.89	080119-080919		00102592	10/03/2019
				Check Total:	**10,063.89**				
MW OH	RELIANCE STANDARD LIFE V008214	SEPT GL INSURANCE PREMIUM	109595-5169 STD Ins Premium	AP100319	2,997.99	090119 GL		00102593	10/03/2019
MW OH	RELIANCE STANDARD LIFE V008214	SEPT LTD INSURANCE PREMIUM	109595-5169 STD Ins Premium	AP100319	2,164.27	090119 LTD		00102593	10/03/2019
MW OH	RELIANCE STANDARD LIFE V008214	SEPT STD INSURANCE PREMIUM	109595-5169 STD Ins Premium	AP100319	2,724.90	090119 STD		00102593	10/03/2019
				Check Total:	**7,887.16**				
MW OH	REPUBLIC WASTE SERVICES V007205	CLEAN UP EVENT DISPOSAL FEES	109595-6999 Other Expenditure	AP100319	6,355.36	0676-003787077		00102594	10/03/2019
				Check Total:	**6,355.36**				
MW OH	RIVERSIDE COUNTY V008065	COMMUNICATIONS TRAINING REG	103043-6250 Staff Training	AP100319	165.00	54HJAM2R		00102595	10/03/2019
				Check Total:	**165.00**				
MW OH	RODRIGUEZ, DONNA V005014	SHEET MUSIC REIMBURSEMENT	0044-2063 Placentia Community Chorus	AP100319	207.51	172458533		00102596	10/03/2019
				Check Total:	**207.51**				
MW OH	SCSBOA V009538	HERITAGE BAND REVIEW JUDGES	104078-6099 Professional Services	AP100319	3,080.00	09302019		00102597	10/03/2019
				Check Total:	**3,080.00**				
MW OH	SECO ELECTRIC & LIGHTING V010182	PD & IMPOUND LOT LIGHT REPAIRS	103654-6130 Repair & Maint/Facilities	AP100319	328.44	5647		00102598	10/03/2019
MW OH	SECO ELECTRIC & LIGHTING V010182	KANSAS PARK LIGHT REPAIRS	103655-6130 Repair & Maint/Facilities	AP100319	125.94	5649		00102598	10/03/2019
				Check Total:	**454.38**				
MW OH	SERGIOS POOLTABLE	WHITTEN POOL TABLE REPAIRS	104071-6301	AP100319	800.00	P-001		00102599	10/03/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011298		Special Department Supplies						
MW OH	SERGIOS POOLTABLE V011298	GOMEZ POOL TABLE REPAIRS	104071-6301 Special Department Supplies	AP100319	300.00	P-002		00102599	10/03/2019
				Check Total:	**1,100.00**				
MW OH	SERRATO & ASSOCIATES V009807	SEARCH WARRANT WORKSHOP	103042-6250 Staff Training	AP100319	160.00	100319 GILLIS		00102600	10/03/2019
				Check Total:	**160.00**				
MW OH	SO CAL GAS V000909	AUG-SEPT GAS CHARGES	109595-6340 Natural Gas	AP100319	384.45	09262019		00102601	10/03/2019
				Check Total:	**384.45**				
MW OH	SO CAL LAND MAINTENANCE V011102	SEPT PARK LANDSCAPE MAINT SVS	103655-6115 Landscaping	AP100319	22,968.91	5424	P11512	00102602	10/03/2019
				Check Total:	**22,968.91**				
MW OH	SPARKLETTS V000967	SEPT SR CENTER WATER SVS	104079-6299 Other Purchased Services	AP100319	450.38	14974536 091819		00102603	10/03/2019
MW OH	SPARKLETTS V000967	SEPT WHITTEN WATER SERVICE	104072-6299 Other Purchased Services	AP100319	90.70	15169979 092119		00102603	10/03/2019
MW OH	SPARKLETTS V000967	AUG WATER, COFFEE SERVICE	109595-6301 Special Department Supplies	AP100319	4,766.25	4106111 081719		00102603	10/03/2019
MW OH	SPARKLETTS V000967	SEPT WATER, COFFEE SERVICE	109595-6301 Special Department Supplies	AP100319	3,020.74	4106122 091719		00102603	10/03/2019
				Check Total:	**8,328.07**				
MW OH	TIME WARNER CABLE V004450	9/21-10/20 INTERNET SVS	504077-6215 Telephone	AP100319	119.99	0431975092119		00102604	10/03/2019
				Check Total:	**119.99**				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	OCT LEGISLATIVE ADVOCACY SVS	101001-6001 Management Consulting Servics	AP100319	5,000.00	15233	P11545	00102605	10/03/2019
				Check Total:	**5,000.00**				
MW OH	TRAFFIC MANAGEMENT	FAST DRY PAINT	103652-6301	AP100319	386.02	548761		00102606	10/03/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008463		Special Department Supplies						
				Check Total:	**386.02**				
MW OH	VERIZON WIRELESS V008735	8/21-9/20 PD DEVICES CHARGES	109595-6215 Telephone	AP100319	2,032.84	9838486271		00102607	10/03/2019
MW OH	VERIZON WIRELESS V008735	8/21-9/20 IPAD CHARGES	109595-6215 Telephone	AP100319	374.89	9838486273		00102607	10/03/2019
				Check Total:	**2,407.73**				
MW OH	WAXIE SANITARY SUPPLY V001132	HANDSANITIZER	103654-6301 Special Department Supplies	AP100319	1,094.26	78564618		00102608	10/03/2019
				Check Total:	**1,094.26**				
MW OH	WEST COAST ARBORISTS INC V001124	9/1-15 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP100319	33,957.00	152044	P11511	00102609	10/03/2019
				Check Total:	**33,957.00**				
MW OH	WESTERN TRANSIT V008280	JULY SR TRANSPORTATION SVS	184071-6401 / 79538-6401 Community Programs	AP100319	4,192.32	2.3057	P11587	00102610	10/03/2019
MW OH	WESTERN TRANSIT V008280	JULY SR TRANSPORTATION SVS	194315-6401 Community Programs	AP100319	1,048.08	2.3057	P11587	00102610	10/03/2019
MW OH	WESTERN TRANSIT V008280	AUG SR TRANSPORTATION SVS	194315-6401 Community Programs	AP100319	1,048.08	2.3068	P11587	00102610	10/03/2019
MW OH	WESTERN TRANSIT V008280	AUG SR TRANSPORTATION SVS	184071-6401 / 79538-6401 Community Programs	AP100319	4,192.32	2.3068	P11587	00102610	10/03/2019
				Check Total:	**10,480.80**				
MW OH	YORBA LINDA WATER V006633	AUG SEWER FEES	484356-6297 Billing Services	AP100319	996.53	226071		00102611	10/03/2019
				Check Total:	**996.53**				
MW OH	ZIPPEL, ART V011299	HERITAGE ENTERTAINMENT SVS	104078-6099 Professional Services	AP100319	350.00	09302019		00102612	10/03/2019
				Check Total:	**350.00**				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Type Total:	**380,110.98**				
				Check Total:	**380,110.98**				

City of Placentia
Electronic Disbursement Register
For 10/15/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Grand Total:	441,127.46				

EDR Totals by ID

AP	0.00
EP	441,127.46
IP	0.00
OP	0.00

Fund Name	EDR Totals by Fund
101-General Fund (0010)	391,871.20
208-Sccssr Agncy Ret Oblg (0054)	2,743.81
211-PEG Fund (0058)	297.75
225-Asset Seizure (0021)	1,495.72
227-Explorer Grant NOC (0076)	464.21
228-NOC-Public Safety Grant(0061)	6,330.71
229-Comm Trans Hous Grant (0062)	3,321.38
265-Landscape Maintenance (0029)	4,379.02
275-Sewer Maintenance (0048)	15,946.53
280-Misc Grants Fund (0050)	3,108.63
281-OCATT Fund (0077)	6.89
501-Refuse Administration (0037)	3,130.07
601-Employee Health & Wlfre (0039)	949.70
605-Risk Management (0040)	6,397.10
701-Special Deposits (0044)	684.74

Void Total:	0.00
EDR Total:	441,127.46

Electronic Disbursement Sub Totals:	441,127.46
ACH Payroll Direct Deposit for 10/11/19:	353,836.59
Electronic Disbursement Total:	794,964.05

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

City of Placentia
Electronic Disbursement Register
For 10/09/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	101002-5144 Employer CalPERS UAL	ACH092519	0.07	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	101003-5144 Employer CalPERS UAL	ACH092519	0.07	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	101511-5144 Employer CalPERS UAL	ACH092519	6,409.81	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	101512-5144 Employer CalPERS UAL	ACH092519	34.52	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	101513-5144 Employer CalPERS UAL	ACH092519	12.19	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	101523-5144 Employer CalPERS UAL	ACH092519	8.26	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	102020-5144 Employer CalPERS UAL	ACH092519	2,413.61	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	102531-5144 Employer CalPERS UAL	ACH092519	40.44	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	102532-5144 Employer CalPERS UAL	ACH092519	14.58	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	102533-5144 Employer CalPERS UAL	ACH092519	7.74	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	102534-5144 Employer CalPERS UAL	ACH092519	2,138.80	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	103040-5144 Employer CalPERS UAL	ACH092519	29,777.52	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	103041-5144 Employer CalPERS UAL	ACH092519	66,618.84	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	103042-5144 Employer CalPERS UAL	ACH092519	27,254.46	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	103043-5144 Employer CalPERS UAL	ACH092519	10,397.62	SEPTEMBER 19		00012414	09/26/2019

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EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	103047-5144 Employer CalPERS UAL	ACH092519	12,550.14	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	103048-5144 Employer CalPERS UAL	ACH092519	8.84	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	103550-5144 Employer CalPERS UAL	ACH092519	38.24	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	103551-5144 Employer CalPERS UAL	ACH092519	14.80	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	103590-5144 Employer CalPERS UAL	ACH092519	12.39	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	103650-5144 Employer CalPERS UAL	ACH092519	11,279.13	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	103652-5144 Employer CalPERS UAL	ACH092519	8,841.51	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	101001-5144 Employer CalPERS UAL	ACH092519	0.66	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	103654-5144 Employer CalPERS UAL	ACH092519	6,989.66	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	773041-5144 Employer CalPERS UAL	ACH092519	6.89	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	103658-5144 Employer CalPERS UAL	ACH092519	2,976.94	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	104070-5144 Employer CalPERS UAL	ACH092519	68.92	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	104071-5144 Employer CalPERS UAL	ACH092519	7,501.47	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	296561-5144 Employer CalPERS UAL	ACH092519	1,796.48	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	374386-5144 Employer CalPERS UAL	ACH092519	1,547.35	SEPTEMBER 19		00012414	09/26/2019

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EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	484356-5144 Employer CalPERS UAL	ACH092519	529.58	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	484356-5144 Employer CalPERS UAL	ACH092519	10,389.00	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	547525-5144 Employer CalPERS UAL	ACH092519	937.54	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	613041-5144 Employer CalPERS UAL	ACH092519	4,195.08	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	623041-5144 Employer CalPERS UAL	ACH092519	7.99	SEPTEMBER 19		00012414	09/26/2019
EP	CALIFORNIA PUBLIC V010053	SEPTEMBER UAL PAYMENT	624072-5144 Employer CalPERS UAL	ACH092519	6.40	SEPTEMBER 19		00012414	09/26/2019
				Check Total:	**214,827.54**				
EP	ICMA RETIREMENT TRUST V000496	PE 09/21/19 PD 09/27/19	0029-2170 Deferred Comp Payable - ICMA	PY19020	195.75	2995/1901020		00012415	09/27/2019
EP	ICMA RETIREMENT TRUST V000496	PE 09/21/19 PD 09/27/19	0037-2170 Deferred Comp Payable - ICMA	PY19020	137.75	2995/1901020		00012415	09/27/2019
EP	ICMA RETIREMENT TRUST V000496	PE 09/21/19 PD 09/27/19	0048-2170 Deferred Comp Payable - ICMA	PY19020	652.25	2995/1901020		00012415	09/27/2019
EP	ICMA RETIREMENT TRUST V000496	PE 09/21/19 PD 09/27/19	0050-2170 Deferred Comp Payable - ICMA	PY19020	57.59	2995/1901020		00012415	09/27/2019
EP	ICMA RETIREMENT TRUST V000496	PE 09/21/19 PD 09/27/19	0010-2170 Deferred Comp Payable - ICMA	PY19020	13,669.69	2995/1901020		00012415	09/27/2019
EP	ICMA RETIREMENT TRUST V000496	PE 09/21/19 PD 09/27/19	0054-2170 Deferred Comp Payable - ICMA	PY19020	96.19	2995/1901020		00012415	09/27/2019
EP	ICMA RETIREMENT TRUST V000496	PE 09/21/19 PD 09/27/19	0076-2170 Deferred Comp Payable - ICMA	PY19020	23.31	2995/1901020		00012415	09/27/2019
EP	ICMA RETIREMENT TRUST V000496	PE 09/21/19 PD 09/27/19	0061-2170 Deferred Comp Payable - ICMA	PY19020	500.00	2995/1901020		00012415	09/27/2019
EP	ICMA RETIREMENT TRUST	PE 09/21/19 PD 09/27/19	0062-2170	PY19020	100.00	2995/1901020		00012415	09/27/2019

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	V000496		Deferred Comp Payable - ICMA						
				Check Total:	**15,432.53**				
EP	PLACENTIA POLICE V000839	PE 09/21/19 PD 09/27/19	0010-2180 Police Mgmt Assn Dues	PY19020	799.04	2625/1901020		00012416	09/27/2019
EP	PLACENTIA POLICE V000839	PE 09/21/19 PD 09/27/19	0076-2180 Police Mgmt Assn Dues	PY19020	5.10	2625/1901020		00012416	09/27/2019
				Check Total:	**804.14**				
EP	BANK OF AMERICA V008741	C.A.P.E.S RAFFLE PRIZES	0044-2059 Community Services Deposits	ACH092319	125.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	0044-2064 Senior Advisory Committee	ACH092319	163.89	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	REC STAFF BBQ SUPPLES	0044-2085 Valentines Day Deposits	ACH092319	37.68	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	REC STAFF BBQ SUPPLES	0044-2085 Valentines Day Deposits	ACH092319	165.06	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	REC STAFF BBQ SUPPLES	0044-2085 Valentines Day Deposits	ACH092319	39.85	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	REC STAFF BBQ SUPPLIES	0044-2085 Valentines Day Deposits	ACH092319	21.98	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	REC STAFF BBQ SUPPLIES	0044-2085 Valentines Day Deposits	ACH092319	16.28	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	EIFD MEETING STAFF MEALS	101001-6245 Meetings & Conferences	ACH092319	113.76	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	TASTE OF PLACENTIA REG - WANKE	101001-6245 Meetings & Conferences	ACH092319	25.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH092319	40.72	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	LEAGUE CONF REG - ARRULA	101511-6245 Meetings & Conferences	ACH092319	550.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA	BUSINESS MEETING MEALS	101511-6245	ACH092319	121.31	AUGUST 19		00012417	09/26/2019

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	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH092319	40.97	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH092319	102.76	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH092319	57.31	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH092319	34.90	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH092319	34.21	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH092319	35.29	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH092319	43.24	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH092319	54.76	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH092319	87.86	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH092319	23.91	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	MMASC TRAINING REG - MOHAN	101512-6250 Staff Training	ACH092319	110.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	STAFF B-DAY EVENT SUPPLIES	101512-6301 Special Department Supplies	ACH092319	67.75	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	STAFF B-DAY EVENT SUPPLIES	101512-6301 Special Department Supplies	ACH092319	15.96	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH092319	54.04	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA	STAFF B-DAY EVENT SUPPLIES	101512-6301	ACH092319	25.57	AUGUST 19		00012417	09/26/2019

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH092319	21.07	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH092319	79.22	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	101512-6301 Special Department Supplies	ACH092319	23.48	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	LUNCH MEETING MEALS	101512-6301 Special Department Supplies	ACH092319	67.03	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH092319	43.78	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	STAFF B-DAY EVENT SUPPLIES	101512-6301 Special Department Supplies	ACH092319	19.44	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	STAFF B-DAY EVENT SUPPLIES	101512-6301 Special Department Supplies	ACH092319	15.15	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	101512-6315 Office Supplies	ACH092319	22.47	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	FILE FOLDERS	101512-6315 Office Supplies	ACH092319	9.66	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH092319	110.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	USB FLASH DRIVE	101523-6301 Special Department Supplies	ACH092319	35.53	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	PHONE CASE	101523-6301 Special Department Supplies	ACH092319	21.74	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	POWER STRIP	101523-6301 Special Department Supplies	ACH092319	9.75	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	IPAD KEYBOARD CASE	101523-6301 Special Department Supplies	ACH092319	64.99	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA	AUG CONFERENCE CALL SVS	101523-6999	ACH092319	74.95	AUGUST 19		00012417	09/26/2019

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	V008741		Other Expenditure						
EP	BANK OF AMERICA V008741	FASTRAK START-UP FEE	101523-6999 Other Expenditure	ACH092319	100.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CSMFO MEETING REG - CHAO	102020-6245 Meetings & Conferences	ACH092319	35.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DEV SVS TEAM BLDG MEALS	102531-6245 Meetings & Conferences	ACH092319	48.48	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DEV SVS TEAM BLDG MEALS	102531-6245 Meetings & Conferences	ACH092319	21.23	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	GRANT DEED - 1007 N BRADFORD	102534-6099 Professional Services	ACH092319	20.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	GRANT DEED - 115 ANNED DR	102534-6099 Professional Services	ACH092319	5.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	PHOTO'S FOR FLYERS	102534-6230 Printing & Binding	ACH092319	49.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CALED MEMBERSHIP - ORTEGA	102534-6255 Dues & Memberships	ACH092319	350.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6230 Printing & Binding	ACH092319	48.67	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	37.92	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	10.84	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	23.12	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	26.93	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	38.68	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA	DISPATCHER MEALS	103040-6301 / 50408-6301	ACH092319	25.61	AUGUST 19		00012417	09/26/2019

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EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	29.15	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	27.98	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	18.30	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	31.18	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	8.80	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	26.25	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	33.60	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	29.35	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	23.68	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	21.92	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	29.83	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	30.13	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	31.79	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	37.20	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA	DISPATCHER MEALS	103040-6301 / 50408-6301	ACH092319	32.09	AUGUST 19		00012417	09/26/2019

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EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	26.08	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	38.45	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	36.40	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	41.78	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	28.21	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	22.82	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	17.98	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	21.79	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	16.93	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	28.62	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	29.09	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	42.27	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	30.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	36.62	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA	DISPATCHER MEALS	103040-6301 / 50408-6301	ACH092319	45.86	AUGUST 19		00012417	09/26/2019

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	35.92	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	33.92	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	20.75	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	29.23	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	29.63	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	20.81	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	46.59	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	21.38	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	30.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	27.82	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	38.42	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 / 50408-6301 Special Department Supplies	ACH092319	23.49	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6325 Postage	ACH092319	27.35	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - MCKENZIE	103041-6250 Staff Training	ACH092319	396.69	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA	PD TRAINING HOTEL - LOMELI	103041-6250	ACH092319	668.72	AUGUST 19		00012417	09/26/2019

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	V008741		Staff Training						
EP	BANK OF AMERICA V008741	CREDIT HOTEL - LOMELI	103041-6250 Staff Training	ACH092319	-668.72	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	PD TRAINING REG - GOMEZ	103041-6250 Staff Training	ACH092319	504.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - LOMELI	103041-6250 Staff Training	ACH092319	167.18	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - LOMELI	103041-6250 Staff Training	ACH092319	668.72	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	WC OFFICE CHAIRS	103041-6301 Special Department Supplies	ACH092319	550.26	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	WC OFFICE HARD DRIVES	103041-6301 Special Department Supplies	ACH092319	217.48	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	7/27-8/26 MCV DIRECT TV	103041-6301 Special Department Supplies	ACH092319	80.99	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	WC OFFICE MONITOR MOUNT	103041-6301 Special Department Supplies	ACH092319	35.88	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	WC OFFICE CHAIRS	103041-6301 Special Department Supplies	ACH092319	116.68	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	COMPUTER PART	103041-6301 Special Department Supplies	ACH092319	7.59	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	STORAGE BOXES	103041-6301 Special Department Supplies	ACH092319	23.48	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	LEADERSHIP TRAINING BOOKS	103041-6301 Special Department Supplies	ACH092319	186.61	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	8/27-9/26 MCV DIRECT TV	103041-6301 Special Department Supplies	ACH092319	80.99	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	PD TRAINING REG - MCELDERRY	103042-6250 Staff Training	ACH092319	55.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA	PD TRAINING REG - JONES	103042-6250	ACH092319	55.00	AUGUST 19		00012417	09/26/2019

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	V008741		Staff Training						
EP	BANK OF AMERICA V008741	AUG PD MAPPING SOFTWARE SVS	103042-6290 Dept. Contract Services	ACH092319	15.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	USB DRIVES	103042-6301 Special Department Supplies	ACH092319	62.04	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DIGITAL RECORDERS	103042-6301 Special Department Supplies	ACH092319	98.98	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CAR CHARGER	103042-6301 Special Department Supplies	ACH092319	108.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	PD TRAINING PARKING - RADOMSKI	103042-6301 Special Department Supplies	ACH092319	15.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	RECORDS TRAINING REG - VEGA	103043-6250 Staff Training	ACH092319	525.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	MICROWAVE FOR PROPERTY DIV	103043-6301 Special Department Supplies	ACH092319	173.83	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	C.A.P.E.S RAFFLE PRIZES	0044-2059 Community Services Deposits	ACH092319	115.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	BATTERIES	103043-6301 / 50100-6301 Special Department Supplies	ACH092319	147.74	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	EXPLORERS SUPPLIES	763041-6301 Special Department Supplies	ACH092319	42.07	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	BATTERIES	103043-6301 / 50100-6301 Special Department Supplies	ACH092319	111.30	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	8/23 DUI CHECKPOINT MEALS	103047-6301 / 50029-6301 Special Department Supplies	ACH092319	98.40	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	8/23 DUI CHECKPOINT SUPPLIES	103047-6301 / 50029-6301 Special Department Supplies	ACH092319	4.93	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	8/23 DUI CHECKPOINT SUPPLIES	103047-6301 / 50029-6301 Special Department Supplies	ACH092319	16.08	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA	WORKING LUNCH STAFF MEALS	103066-6301	ACH092319	105.97	AUGUST 19		00012417	09/26/2019

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	PW JOB POSTING FEES	103550-6225 Advertising/Promotional	ACH092319	300.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	PLACENTIA FLAG FOR CITY HALL	103652-6301 Special Department Supplies	ACH092319	436.39	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	DOORS FOR PD OFFICES	103654-6130 Repair & Maint/Facilities	ACH092319	757.48	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	OFFICE CONSTRUCTION SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH092319	28.53	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	UPLIFT DESK - TORRENCE	103654-6130 Repair & Maint/Facilities	ACH092319	1,860.71	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	OFFICE CONSTRUCTION SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH092319	223.50	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	OFFICE CONSTRUCTION SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH092319	95.81	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CREDIT - DOOR MOLDINGS	103654-6130 Repair & Maint/Facilities	ACH092319	-70.60	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CHARGING DECK FOR COUNCIL	103654-6130 Repair & Maint/Facilities	ACH092319	39.99	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	A-FRAME SIGNS	103654-6130 Repair & Maint/Facilities	ACH092319	704.70	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	ALARM PANEL BATTERIES	103654-6130 Repair & Maint/Facilities	ACH092319	74.05	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	ALARM PANEL BATTERIES	103654-6130 Repair & Maint/Facilities	ACH092319	54.99	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	EOC DUAL DIMMER SWITCH	103654-6130 Repair & Maint/Facilities	ACH092319	57.50	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	RESTROOM MIRRORS	103654-6301 Special Department Supplies	ACH092319	256.45	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA	JANITORIAL SUPPLIES	103654-6301	ACH092319	102.49	AUGUST 19		00012417	09/26/2019

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	CONCRETE GRINDER BELT	103658-6137 Repair Maint/Equipment	ACH092319	248.76	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	GASOLINE FOR CHIEF	103658-6345 Gasoline & Diesel Fuel	ACH092319	71.48	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	GASOLINE FOR CHIEF	103658-6345 Gasoline & Diesel Fuel	ACH092319	44.53	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	AUG REC SCHEDULING SVS	104070-6099 Professional Services	ACH092319	174.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	NRPA CONF REG - CUEVAS	104070-6245 Meetings & Conferences	ACH092319	574.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH092319	64.78	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH092319	111.30	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH092319	307.23	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	NRPA CONF REG - ORTIZ	104071-6245 Meetings & Conferences	ACH092319	684.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S EXCURSION TICKETS	104071-6270 Excursions	ACH092319	698.99	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	TEEN CENTER MUSIC ACCESS	104071-6299 Other Purchased Services	ACH092319	1.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	AUG TEEN CENTER MUSIC ACCESS	104071-6299 Other Purchased Services	ACH092319	14.99	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	YEARLY TEEN CTR MUSIC ACCESS	104071-6299 Other Purchased Services	ACH092319	190.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	AUG T/C HULU SUBSCRIPTION	104071-6299 Other Purchased Services	ACH092319	44.99	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA	GOMEZ PIZZA PARTY SUPPLIES	104071-6301	ACH092319	18.55	AUGUST 19		00012417	09/26/2019

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EP	BANK OF AMERICA V008741	GOMEZ PIZZA PARTY SUPPLIES	104071-6301 Special Department Supplies	ACH092319	35.12	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	GOMEZ PIZZA PARTY SUPPLIES	104071-6301 Special Department Supplies	ACH092319	10.96	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	GOMEZ PIZZA PARTY SUPPLIES	104071-6301 Special Department Supplies	ACH092319	38.75	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH092319	49.96	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CORN HOLE & LARGE JENGA GAMES	104071-6301 Special Department Supplies	ACH092319	529.95	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	REC SUMMER EVENT SUPPLIES	104071-6301 Special Department Supplies	ACH092319	171.76	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	C.A.P.E.S RAFFLE PRIZES	104071-6301 Special Department Supplies	ACH092319	115.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	REC SUMMER EVENT SUPPLIES	104071-6301 Special Department Supplies	ACH092319	89.44	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	REC SUMMER EVENT SUPPLIES	104071-6301 Special Department Supplies	ACH092319	79.59	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	TEEN EXCURSION ADMISSION	104071-6301 Special Department Supplies	ACH092319	553.82	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	PROPANE	104071-6301 Special Department Supplies	ACH092319	7.54	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	REC SUMMER EVENT SUPPLIES	104071-6301 Special Department Supplies	ACH092319	318.52	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	KOCH PARK SUPPLIES	104071-6301 Special Department Supplies	ACH092319	100.85	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	LET'S DANCE SUPPLIES	104071-6301 Special Department Supplies	ACH092319	102.85	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA	P.A.R.K.S SUPPLIES	104071-6301	ACH092319	77.24	AUGUST 19		00012417	09/26/2019

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EP	BANK OF AMERICA V008741	CREDIT - REC SUPPLIES	104071-6301 Special Department Supplies	ACH092319	-102.75	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	AUG VOLUNTEER MATCH SVS	104071-6301 Special Department Supplies	ACH092319	9.95	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104071-6301 Special Department Supplies	ACH092319	121.25	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	TEEN CENTER BBQ SUPPLIES	104071-6301 Special Department Supplies	ACH092319	193.85	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	MICROWAVE FOR BACKS BLDG	104071-6301 Special Department Supplies	ACH092319	222.84	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH092319	41.38	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	ICE	104071-6301 / 79397-6301 Special Department Supplies	ACH092319	13.05	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	ICE & WATER	104071-6301 / 79397-6301 Special Department Supplies	ACH092319	23.43	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	HERITAGE FLYER FILE PURCHASE	104078-6230 Printing & Binding	ACH092319	160.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	PRINTER INK FOR HERITAGE	104078-6315 Office Supplies	ACH092319	137.56	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	SR CENTER BINGO PRIZES	104079-6301 Special Department Supplies	ACH092319	108.15	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	STAFF MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH092319	47.10	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	STAFF MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH092319	16.48	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH092319	40.61	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA	MEETING SUPPLIES	109595-6301	ACH092319	40.13	AUGUST 19		00012417	09/26/2019

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EP	BANK OF AMERICA V008741	AUG CITY STAFF SUPPLIES	109595-6301 Special Department Supplies	ACH092319	415.65	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT STAFF MEALS	109595-6999 Other Expenditure	ACH092319	12.42	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT SUPPLIES	109595-6999 Other Expenditure	ACH092319	53.85	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT STAFF MEALS	109595-6999 Other Expenditure	ACH092319	520.37	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT TRASH BAGS	109595-6999 Other Expenditure	ACH092319	479.58	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT SHARP'S CONTAIN	109595-6999 Other Expenditure	ACH092319	56.92	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	STORAGE CONTAINER RENTAL	109595-6999 Other Expenditure	ACH092319	520.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT SUPPLIES	109595-6999 Other Expenditure	ACH092319	464.34	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT SUPPLIES	109595-6999 Other Expenditure	ACH092319	113.04	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT SUPPLIES	109595-6999 Other Expenditure	ACH092319	10.42	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT SUPPLIES	109595-6999 Other Expenditure	ACH092319	68.44	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT SUPPLIES	109595-6999 Other Expenditure	ACH092319	43.86	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT SUPPLIES	109595-6999 Other Expenditure	ACH092319	26.15	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT SUPPLIES	109595-6999 Other Expenditure	ACH092319	16.40	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA	CLEAN-UP EVENT STAFF MEALS	109595-6999	ACH092319	199.95	AUGUST 19		00012417	09/26/2019

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	V008741		Other Expenditure						
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT STAFF MEALS	109595-6999 Other Expenditure	ACH092319	89.07	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT SUPPLIES	109595-6999 Other Expenditure	ACH092319	7.54	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT STAFF MEALS	109595-6999 Other Expenditure	ACH092319	278.64	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLEAN-UP EVENT SUPPLIES	109595-6999 Other Expenditure	ACH092319	53.85	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	PD TRAINING REG - GILLIS	213041-6250 Staff Training	ACH092319	827.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - LOMELI	213041-6250 Staff Training	ACH092319	167.18	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - LOMELI	213041-6250 Staff Training	ACH092319	668.72	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CREDIT PD TRAINING HOTEL	213041-6250 Staff Training	ACH092319	-167.18	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	BUTTON FOR DRINKING FOUNTAIN	296561-6130 Repair & Maint/Facilities	ACH092319	134.73	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CERT MATERIALS	503048-6301 Special Department Supplies	ACH092319	277.53	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	HARD HATS FOR CERT	503048-6301 Special Department Supplies	ACH092319	843.44	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	FIRE EXTINGUISHERS FOR CERT	503048-6301 Special Department Supplies	ACH092319	875.00	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	COMMODITIES SUPPLIES	504077-6301 Special Department Supplies	ACH092319	23.69	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA V008741	CLOUD MUSIC FOR CITY HALL	581573-6290 Dept. Contract Services	ACH092319	103.89	AUGUST 19		00012417	09/26/2019
EP	BANK OF AMERICA	CITY HALL MUSIC SOFTWARE	581573-6290	ACH092319	193.86	AUGUST 19		00012417	09/26/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Dept. Contract Services						
				Check Total:	**28,616.47**				
EP	AMERICAN FIDELITY V010011	FSA P/E 9/21 PD 9/27	0010-2188 Health Care SSA	ACH093019	309.55	2050013		00012418	09/30/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 9/21 PD 9/27	0010-2190 Dependent Care SSA	ACH093019	56.25	2050013		00012418	09/30/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 9/21 PD 9/27	0029-2188 Health Care SSA	ACH093019	5.25	2050013		00012418	09/30/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 9/21 PD 9/27	0029-2190 Dependent Care SSA	ACH093019	37.50	2050013		00012418	09/30/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 9/21 PD 9/27	0037-2188 Health Care SSA	ACH093019	16.83	2050013		00012418	09/30/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 9/21 PD 9/27	0037-2190 Dependent Care SSA	ACH093019	18.75	2050013		00012418	09/30/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 9/21 PD 9/27	0048-2188 Health Care SSA	ACH093019	10.84	2050013		00012418	09/30/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 9/21 PD 9/27	0048-2190 Dependent Care SSA	ACH093019	12.50	2050013		00012418	09/30/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 9/21 PD 9/27	0054-2188 Health Care SSA	ACH093019	32.50	2050013		00012418	09/30/2019
EP	AMERICAN FIDELITY V010011	PE 9/7 PD 9/13 PE 9/21 PD 9/27	0010-2155 Per Sec Plan - Opt. Life	ACH093019	70.20	D056241		00012418	09/30/2019
EP	AMERICAN FIDELITY V010011	PE 9/7 PD 9/13 PE 9/21 PD 9/27	395000-2187 Voluntary Plan Life	ACH093019	949.70	D056241		00012418	09/30/2019
				Check Total:	**1,519.87**				
EP	EMPLOYMENT V010052	STATE TAX P/E 9/21 PD 9/27	0029-2135 Calif Income Tax W/H	ACH093019	322.52	092719		00012419	09/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 9/21 PD 9/27	0037-2135 Calif Income Tax W/H	ACH093019	159.46	092719		00012419	09/30/2019
EP	EMPLOYMENT	STATE TAX P/E 9/21 PD 9/27	0010-2135	ACH093019	18,654.84	092719		00012419	09/30/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010052		Calif Income Tax W/H						
EP	EMPLOYMENT V010052	STATE TAX P/E 9/21 PD 9/27	0048-2135 Calif Income Tax W/H	ACH093019	473.05	092719		00012419	09/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 9/21 PD 9/27	0076-2135 Calif Income Tax W/H	ACH093019	73.91	092719		00012419	09/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 9/21 PD 9/27	0050-2135 Calif Income Tax W/H	ACH093019	177.15	092719		00012419	09/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 9/21 PD 9/27	0054-2135 Calif Income Tax W/H	ACH093019	256.20	092719		00012419	09/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 9/21 PD 9/27	0061-2135 Calif Income Tax W/H	ACH093019	122.28	092719		00012419	09/30/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 9/21 PD 9/27	0062-2135 Calif Income Tax W/H	ACH093019	304.75	092719		00012419	09/30/2019
				Check Total:	**20,544.16**				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0010-2115 Employee Medicare W/H	ACH093019	6,534.75	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0010-2120 Employer Medicare Payable	ACH093019	6,472.14	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0029-2110 Federal Income Tax W/H	ACH093019	935.02	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0029-2115 Employee Medicare W/H	ACH093019	105.54	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0029-2120 Employer Medicare Payable	ACH093019	105.54	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0037-2110 Federal Income Tax W/H	ACH093019	409.19	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0037-2115 Employee Medicare W/H	ACH093019	74.22	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0037-2120 Employer Medicare Payable	ACH093019	68.22	092719		00012420	09/30/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0048-2110 Federal Income Tax W/H	ACH093019	1,240.71	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0048-2115 Employee Medicare W/H	ACH093019	219.60	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0048-2120 Employer Medicare Payable	ACH093019	215.31	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0050-2110 Federal Income Tax W/H	ACH093019	559.52	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0050-2115 Employee Medicare W/H	ACH093019	83.62	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0050-2120 Employer Medicare Payable	ACH093019	83.62	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0054-2110 Federal Income Tax W/H	ACH093019	615.24	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0054-2115 Employee Medicare W/H	ACH093019	80.78	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0010-2110 Federal Income Tax W/H	ACH093019	50,863.94	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0054-2120 Employer Medicare Payable	ACH093019	67.92	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0076-2120 Employer Medicare Payable	ACH093019	18.76	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0061-2110 Federal Income Tax W/H	ACH093019	273.04	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0061-2115 Employee Medicare W/H	ACH093019	61.11	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0061-2120 Employer Medicare Payable	ACH093019	61.11	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0062-2110 Federal Income Tax W/H	ACH093019	799.42	092719		00012420	09/30/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0062-2115 Employee Medicare W/H	ACH093019	158.40	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0062-2120 Employer Medicare Payable	ACH093019	158.40	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0076-2110 Federal Income Tax W/H	ACH093019	180.38	092719		00012420	09/30/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/21 PD 9/27	0076-2115 Employee Medicare W/H	ACH093019	18.76	092719		00012420	09/30/2019
				Check Total:	**70,464.26**				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0010-2150 Survivor Benefit Package	ACH100319	102.85	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0010-2195 PERS Uniform	ACH100319	17.76	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0029-2140 Employee PERS W/H	ACH100319	739.20	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0029-2150 Survivor Benefit Package	ACH100319	1.25	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0029-2195 PERS Uniform	ACH100319	0.24	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0037-2140 Employee PERS W/H	ACH100319	697.23	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0037-2150 Survivor Benefit Package	ACH100319	1.07	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0048-2140 Employee PERS W/H	ACH100319	2,198.39	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0048-2150 Survivor Benefit Package	ACH100319	4.28	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0048-2195 PERS Uniform	ACH100319	1.02	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC	PERS P/E 9/21 PD 9/27	0050-2140	ACH100319	127.13	092719		00012421	10/04/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		Employee PERS W/H						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0050-2150 Survivor Benefit Package	ACH100319	0.30	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0050-2195 PERS Uniform	ACH100319	0.04	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0010-2140 Employee PERS W/H	ACH100319	71,857.52	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0054-2140 Employee PERS W/H	ACH100319	656.74	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0076-2195 PERS Uniform	ACH100319	0.04	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0054-2150 Survivor Benefit Package	ACH100319	0.70	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0061-2140 Employee PERS W/H	ACH100319	1,116.61	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0061-2150 Survivor Benefit Package	ACH100319	0.93	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0061-2195 PERS Uniform	ACH100319	0.55	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0062-2140 Employee PERS W/H	ACH100319	1,783.23	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0062-2150 Survivor Benefit Package	ACH100319	2.79	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0076-2140 Employee PERS W/H	ACH100319	101.66	092719		00012421	10/04/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/21 PD 9/27	0076-2150 Survivor Benefit Package	ACH100319	0.22	092719		00012421	10/04/2019
				Check Total:	**79,411.75**				
EP	ADMINSURE V011303	AUG WORKERS' COMP CLAIMS	404580-5165 Workers' Compensation Claims	ACH100819	6,397.10	081219-083019.		00012422	08/30/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	**6,397.10**				
EP	EMPLOYMENT V010052	STATE TAX 2ND QTR BUYBACKS	0010-2135 Calif Income Tax W/H	ACH100919	740.00	100319		00012423	10/07/2019
				Check Total:	**740.00**				
EP	INTERNAL REVENUE V010054	FED/MED/SS 2ND QTR BUYBACKS	0010-2110 Federal Income Tax W/H	ACH100919	2,057.00	100319		00012424	10/07/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS 2ND QTR BUYBACKS	0010-2120 Employer Medicare Payable	ACH100919	119.30	100319		00012424	10/07/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS 2ND QTR BUYBACKS	0010-2115 Employee Medicare W/H	ACH100919	193.34	100319		00012424	10/07/2019
				Check Total:	**2,369.64**				
				Type Total:	**441,127.46**				
				Check Total:	**441,127.46**				

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: OCTOBER 15, 2019

SUBJECT: **AWARD OF CONTRACT TO GOLDEN BELL PRODUCTS, INC. FOR SEWER MANHOLE MAINTENANCE SERVICES**

FISCAL IMPACT:	EXPENSE:	$41,800	TOTAL COST FOR SERVICES
	BUDGETED:	$20,900	FY 19-20 SEWER MAINTENANCE FUND (484356-6120)
		$20,900	ESTIMATED FY 20-21 SEWER MAINTENANCE FUND

SUMMARY:

This proposed agreement provides for sewer manhole maintenance services for the 1,900 sewer manholes located throughout the City. The scope of work for this contract includes debris removal, cleaning, and pesticide treatment of the City's inventory of sewer manholes throughout a two-year period. Staff recently solicited a proposal from Golden Bell Products, Inc (Golden Bell), who is a licensed contractor having sole-source licensing for application of INSECTA, a product utilized for specifically treating sewer manholes. This proposed action will award to Golden Bell a two-year agreement with an annual cost of $20,900 and a two-year cumulative not-to-exceed cost of $41,800 for sewer manhole maintenance services.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve a Maintenance Services Agreement with Golden Bell Products, Inc. for Sewer Manhole Maintenance Services in an amount not-to-exceed $41,800, for an initial two-year contract term ending on October 15, 2021, with the option to extend for one (1) additional two-year term; and

2. Authorize the City Administrator to approve contract change orders up to 10% of the annual contract not-to-exceed amount per year; and

3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and

4. Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two-year term based upon contractor performance and at the discretion of the City.

DISCUSSION:

The City owns and maintains 1,900 sewer manholes located throughout the City's sanitary sewer system. Insects are known to inhabit sewer collection systems and can often make their way to the surface causing nuisance, health, and other sanitary problems aboveground. Routine spraying of pesticides within the walls of manholes can minimize and/or eliminate insect infestation. Staff has observed an increase in the cockroach population in the City's sanitary sewer system over the last several years. Insect activity is detected during routine sewer line cleaning and in response to resident complaints. A proven method for the control and elimination of cockroaches in sewer systems is through the application of a pesticide known as INSECTA.

INSECTA is an Environmental Protection Agency approved chemical manufactured by JABco and is the only spray-on insecticidal latex coating product registered for use in sewer systems. The product is applied to the top seven (7) feet of the interior wall of a sewer manhole shaft and when a cockroach comes into contact with INSECTA, it will die within a 48-hour period. JABco has granted sole distribution and application licensing to Golden Bell in California since 1997. Golden Bell contracts with 120 agencies throughout California for these services. To verify the validity of their product's effectiveness, Staff followed up with reference checks from the Cities of Anaheim, Bellflower, Orange, and the Orange County Sanitation District. Golden Bell received favorable reviews from these local agencies. The contract scope of work will provide for cleaning, debris removal, and pesticide spraying of the sewer manholes. The contractor will spray 950 manholes in year one followed by the remaining 950 manholes in year two. Golden Bell will provide a warranty of the pesticide spraying for up to 18 months including retreating areas at no charge to the City.

Per Placentia Municipal Code Section 3.08.070, the City is allowed to procure goods or services outside the formal bid process, when the commodity can be obtained from only one (1) vendor. Based upon the sole-source licensing of a pesticide specifically utilized to treat sewer manholes and reference checks, Staff recommends the City Council award an agreement to Golden Bell to provide these services.

FISCAL IMPACT:

The agreement with Golden Bell is for a two-year cumulative not-to-exceed amount of $41,800, with the option to extend for one (1) additional two-year term based upon contractor performance and at the discretion of the City. The cost for these services was included in the Fiscal Year 2019-20 Sewer Maintenance Fund Budget. If the contract is approved, Golden Bell. will provide these services beginning in October 2019.

Prepared by:

10/10/19

Joel Cardenas
Public Works Superintendent

Reviewed and approved:

Luis Estevez
Director of Public Works

Reviewed and approved:

Kim Krause
Director of Finance

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:
Maintenance Services Agreement with Golden Bell Products, Inc.

CITY OF PLACENTIA
MAINTENANCE SERVICES AGREEMENT
WITH
GOLDEN BELL PRODUCTS, INC

THIS AGREEMENT is made and entered into this 15th day of October, 2019 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Golden Bell Products, Inc, a California Corporation ("Contractor").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide sewer manhole maintenance services as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit "A" (the "Project") 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 Contractor's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. 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. Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

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

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. 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.

1.5. 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, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Contractor shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. 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. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Contractor may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A." Contractor's annual compensation shall not exceed $20,900 and contractor's total two (2) year compensation shall not exceed Forty-One Thousand Nine Hundred Dollars ($41,900.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, 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. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Contractor's standard hourly rates shall be paid to the Contractor for such additional services.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. 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 all invoices.

2.4. 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 for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. 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. If a delay beyond the control of the Contractor is encountered, a time extension may be

mutually agreed upon in writing by the City and the Contractor. The Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on October 15, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. 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 at least fifteen (15) days prior 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. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Contractor, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. 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 within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of

termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

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 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) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, 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 One Million Dollars ($1,000,000.00), 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. If Contractor maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Contractor.

(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, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Contractor. 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 for losses 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.

Before execution of this Agreement by the City, the Contractor shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of

Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Contractor under this Agreement are adequate to protect Contractor. If Contractor believes that any such insurance coverage is insufficient, Contractor shall provide, at its own expense, such additional insurance as Contractor deems adequate.

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

(a) Additional insureds: "The City of Placentia 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: "Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Contractor's sole cost and expense."

(c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia 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 Placentia, 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.

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 and endorsements shall be attached hereto as Exhibit "B" 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 Administrator 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. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

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 and who shall not be changed by Contractor without the express written approval by the City. 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, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall

be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 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:	IF TO CITY:
Golden Bell Products, Inc 925 N. Batavia Street Orange, CA, 92867 Tel: 714-363-3985	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8134
Attn: Michelle Webster, Program Manager	Attn: Joel Cardenas, Public Works Superintendent

6.5. 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.

6.6. 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. Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. 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.

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work 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.

6.9. 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 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.

6.10. 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.

6.11. 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.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, 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. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and

hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Contractor or Contractor's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. 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.

6.14. 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.

6.15. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Contractor's Proposal.

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.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk and ex-officio Clerk
of the City of Placentia

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date:_____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Joel Cardenas, Public Works Superintendent

DEPARTMENTAL APPROVAL:

_____ Date: _____
Luis Estevez, Director of Public Works

EXHIBIT A

CONTRACTOR'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

GOLDEN BELL PRODUCTS, INC.

952 N Batavia Street, Orange, CA 92867 – Phone (714) 363-3985 / Fax (714) 997-4807
www.goldenbellproducts.com

Wednesday, September 04, 2019

City of Placentia
Joe Najera
401 E Chapman Ave
Placentia, CA 92870

Dear Joe,

Golden Bell Products to provide all labor, material and supplies required to coat sanitary sewer manholes with INSECTA, insecticidal latex coating for sewer roach control.

SCOPE OF WORK

Golden Bell Products to perform the following items:

- Apply INSECTA, an approved product for sewer roach control application in sanitary manholes.
- Treat to depth of seven (7) feet or less, with an approximate area of 100 square feet per manhole.
- Will prepare and treat according to manufacturer's specifications for preparation instructions.
- Apply coating based on the manufacturers recommended label rates, five (5) manholes per gallon, not to exceed three (3) pints per manhole.
- Remove existing sewer manhole covers, sweep and clean the inside of the cover area, spray Insecta, reseat the cover and mark the reinstalled cover with a painted white line extending from the manhole cover to the adjoining pavement, indicating that the cover has been reseated properly and firmly. Liability for damage caused by covers that have been reinstalled and marked is limited to 24 hours. Covers that are damaged or will not reseat properly will be immediately reported to the customer. Customer assumes all liability for damages caused by covers that fail to properly reseat.
- Mark each manhole cover with an identifying white dot after being treated.
- Provide proper supervision at the job site during all phases of work.
- Be responsible for coordinating the work to be done. Work will take place in accessible alleys, parking lots, and streets.
- Guarantee the application for eighteen (18) months from the date of treatment. If more than 50 living roaches are found in a manhole during the warranty period, the manhole must then be retreated by Golden Bell Products at no additional charge or obligation to Customer. Golden Bell Products will retreat any manhole which inspections with photographs report live roaches within sixty (60) calendar days after notification; providing more than 50 live roaches are found inside the manhole during two inspections occurring two days apart. *
- Will report number of manholes treated when submitting billing invoices. Golden Bell Products will indicate in writing on each quarter section map, the number of manholes treated, applicators name initials with the date of completion. This will serve as the record of application for the necessary Agencies and warranty information.
- Customer will supply paper quarter section maps indicating exact locations of street names, manholes to be treated and smart cover locations. Golden Bell Products will not be responsible for any damage to unidentified smart covers.

EXHIBIT A

- Customer will make accessible all designated manholes to be treated. If not accessible by service truck Golden Bell Products will notify Customer.
- Customer will provide inspection and assistance where necessary.
- No more than 90 calendar days will elapse between date of notice to proceed and completion of the application. A reasonable time for potentially unfavorable weather will be mutually agreed upon by Customer and Golden Bell Products
- Requirements may be added or deleted from the above Scope of Work; however, these must be agreed upon by both parties prior to the commencement of work.
- The cost of additional permits and/or licenses, other than those already required by the state, required within city limits to perform work within that city will be assumed by the Customer.

Golden Bell Products will supply all appropriate insurance coverage required by the state licensing agencies to apply roach control product to sewer manholes; if any additional insurance is required and available at additional costs those costs will be assumed by the Customer.

Special Note: Some assistance with traffic control in heavily traveled areas may be required.

**NOTE: The Insecticidal-latex coating is not a repellent and therefore, will not repel roaches. They must rest on it to eliminate them! Insecta is not a spot treatment product: for warranty to be in effect and for the best results all manholes must be treated in the same area of the sewer system!*

Pricing per Manhole Application costs:

For less than 1000 Manholes is $24.00 ea.
For more than 1000 Manholes is $22.00 ea.

Special 2-year pricing for treating the entire City of Placentia

Year 1: Pricing for 950 manholes at $22.00 per manhole is $20,900.00
Year 2: Pricing for 950 manholes at $22.00 per manhole is $20,900.00
(This is a service – No Sales Tax)

*There is a **150**-manhole minimum for all jobs*

This service proposal is good through June 30, 2021. Thank you for this opportunity. If you have any questions, please contact Michelle Webster at 714/363-3985.

Sincerely,

Michelle J Webster

Michelle Webster
Program Manager

JABco

Jim Lawrence
President
3261 Wise Way
The Villages, FL 32163

Toll Free: (888) 781-6955
Cell: 727-365-6995

May 1, 2019

To Whom It May Concern:

I, Jim Lawrence, President of JABco, the manufacturing company for Insecta, EPA registration number 45600-1, have granted Golden Bell Products the sole distribution and application rights within the State of California. Golden Bell Products has proven its expertise in selling and applying Insecta 45600-1 since 1997 and will maintain the sole source to Insecta until the year 2030.

Any California company that would use Insecta or Insecta Liquid is required to purchase the material from Golden Bell Products. If any bids were received indicating otherwise, the bidding company is misrepresenting itself. All Insecta 45600-1 product used for manhole cockroach control in sewer manholes is sold through Golden Bell Products.

Sincerely

Jim Lawrence
President

GOLDEN BELL PRODUCTS, INC.

952 N Batavia Street Orange, CA 92867- PHONE (714) 363-3985 FAX (714) 997-4807
www.goldenbellproducts.com

Sole Source Justification

Within the State of California Golden Bell Products has the sole source right for the application and distribution of Insecta. Golden Bell Products has provided the service and product that is used in sewer manholes for the control of cockroaches since October of 1998, when the first test area was treated in the State of California.

Insecta is the only registered product of its type and active ingredient labeled for use in sewer manholes. The product is a formulated product, which is produced in an EPA approved establishment. The product comes ready to use and since it is a polymerized product there is no field mixing required, (which is not the case with any additive type product). Insecta has been tested and applied by Orange County Sanitation Districts and has proven to be effective standing up to the 2-year guarantee provided by Golden Bell and the product manufacturer.

Additionally, this product is used and approved by Los Angeles County Sanitation District and approximately 60 other cities and agencies within the state of California. Over the past 18 years Golden Bell Products has provided this service with minimal price increases. Finally, Golden Bell Products is a local vendor that holds the correct licensing for application of pesticides in sewer manholes. Golden Bell Products is licensed by the California Agricultural Department of Pesticide Regulation. Holding a QAL license with the required categories A, C and N and a Pest Control Business License. Golden Bell carries and maintains all current registrations with all the County Agricultural Commissioners in each of the counties they apply the Insecta pesticide in.

The accompanying letter from the manufacturer of Insecta shows Golden Bell Products as the sole source to the application and distribution of Insecta in the State of California.

Back to Menu

Rapid Pick-Up

2415 East Chapman Avenue
Fullerton CA 92838
714-526-1777

Thursday 10/17

8:30 AM

Change

Order Summary (2) item(s)

Subtotal	**$35.58**
Tax	**$0.00**
Total	**$35.58**

Special Instructions Promo Code Gift Card

Special Instructions

Payment Information

Store this card in my account

Card Number *

Card Number *

Expiration Date

Month ▾ Year

Place Your Order

Security Code * **Billing ZIP Code ***

CVV * ZIP Code *

Card Holder Name *

Card Holder Name *

Email Address *

hr@placentia.org

Contact Phone Number *

7149938141

+ Add Order as Favorite

*** Denotes required field.**

2,000 Calories a day is used for general nutrition advice, but calorie needs may vary. Additional nutritional information available upon request.

At Panera, items designated as vegan have no animal sources: no meat, fish, shellfish, milk, egg or honey products, and no enzymes and rennet from animal sources. All items are prepared in the same kitchen area where non-vegan products are prepared. We can prepare your order as you would like it to be; however, we cannot guarantee there will be no cross-contact between our ingredients. Please note, these items are vegan only as they are made according to the menu description. Customizing these items may make them no longer vegan, though the vegan label will still appear on the image.

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CA Supply Chain Act (https://www.panerabread.com/en-us/company-information/california-supply-chain-act.html)

Allergen and Nutrition Information (https://www.panerabread.com/en-us/company-information/allergen-and-nutrition-information.html)

Place Your Order

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2018

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 Van Beurden Ins. Serv, Inc. - Kingsburg PO Box 67 Kingsburg CA 93631	CONTACT NAME: Jeanette Heinrichs PHONE (A/C, No, Ext): (559) 897-2975 FAX (A/C, No): (559) 897-4070 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Evanston Insurance Company — 35378
INSURED (714) 630-3861 Golden Bell Products, Inc. P.O. Box 366 Atwood CA 92811	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 31691 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			MKLV5ENV101253	10/25/2018	10/25/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X CPL						MED EXP (Any one person)	$ 5,000
	X 10,000 SIR						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			MKLV5EFX100304	10/25/2018	10/25/2019	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cont. Pollution Liab.			MKLV5ENV101253	10/25/2018	10/25/2019	$25,000 SIR	$ 1,000,000
A	Environ. Impairment Liab.			MKLV5ENV101253	10/25/2018	10/25/2019	$25,000 SIR	$ 1,000,000

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

The City of Placentia, its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as additional insured as respect to General Liability per the attached form(s) only when required by written contract.

CERTIFICATE HOLDER

City of Placentia

401 E. Chapman

Placentia CA 92870

CANCELLATION

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

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EXHIBIT B

CERTIFICATE COVERAGES OVERFLOW

DATE (MM/DD/YYYY)
10/18/2018

PRODUCER		INSURED
Van Beurden Ins. Serv. Inc. - Kingsburg PO Box 67 Kingsburg CA 93631		Golden Bell Products, Inc. P.O. Box 366 Atwood CA 92811
CONTACT NAME: Jeanette Heinrichs	PHONE (A/C, No, Ext): (559) 897-2975	PHONE (A/C, No, Ext): (714) 630-3861

ADDITIONAL COVERAGES — CERTIFICATE NUMBER: Cert ID 31691 — REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	Incid.Prof.Services Liab.			MKLV5ENV101253	10/25/2018	10/25/2019	$ 1,000,000
							$
							$
							$
							$
							$
							$
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							$
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							$

MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) to whom the insured agrees to provide additional insured status on a primary and non-contributory basis in a written contract, provided such written contract is signed by both parties and executed prior to the commencement of operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

1. All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations, including materials, parts or equipment furnished in connection with such work, has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement will not increase the applicable Limits Of Insurance shown in the Declarations.

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EXHIBIT B

D. With respect to the coverage provided by this endorsement, the following is added to Paragraph 4. Other Insurance under Section IV – Commercial General Liability Conditions:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to any person(s) or organization(s) qualifying as an additional insured by this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain unchanged.

EXHIBIT B

POLICY NUMBER: MKLV5ENV101253

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person(s) or organization(s) to whom the insured agrees to provide Additional Insured status in a written contract signed by both parties and executed prior to the commencement of operations	Not Applicable
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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EXHIBIT B



Policy Number: MKLV5ENV101253

COMMERCIAL GENERAL LIABILITY
POLICY NUMBER: MKLV5ENV100373

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery.
Additional Premium: $ Included

The following is added to Condition **8.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

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EXHIBIT B

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/01/2018

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 have ADDITIONAL INSURED provisions or 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
CalCoast Insurance Agency
P.O. Box 1070
Los Alamitos, CA. 90720

CONTACT NAME: MARK FITZGERALD
PHONE (A/C, No, Ext): 562/598/9701 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: MERCURY CASUALTY
INSURER B: STATE COMPENSATION INSURANCE FUND
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Golden Bell Products Inc.
PO BOX 366
ATWOOD CA 92811

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	Y		BA040000047332	10/14/2018	10/14/2019	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)	N/A		1714034	10/04/2018	10/04/2019	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

THE CITY OF PLACENTIA AND ITS ELECTED & APPOINTED BOARDS, OFFICERS, OFFICIALS, AGENTS, EMPLOYEES & VOLUNTEERS ARE ADDITIONAL INSUREDS.

* 10 day notice of cancellation applies for cancellation of policy due to nonpayment of premium.*

CERTIFICATE HOLDER

CITY OF PLACENTIA
401 E CHAPMAN
PLACENTIA CA 92870

CANCELLATION

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 <DA>

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California Automobile Insurance Company
P.O. Box 10730
Santa Ana, CA 92711-0730
Customer Service: (800) 503-3724

MERCURY INSURANCE

BUSINESS AUTO POLICY

ADDITIONAL INSURED Renewal Declarations

Effective Date: 10/14/2018

NAMED INSURED:	AGENT:
GOLDEN BELL PRODUCTS INC 952 N BATAVIA ST ORANGE, CA 92867-5555	CAL COAST INS AGENCY, INC. P O BOX 1070 LOS ALAMITOS, CA 90720 (562) 598-9701

SCHEDULE	
Insurance Company:	California Automobile Insurance Company
Policy Number:	BA040000047332
Policy Period:	From: 10/14/2018 to 10/14/2019 at 12:01 AM Standard Time at your mailing address
Additional Insured:	CITY OF PLACENTIA
Address:	401 E Chapman Ave , Placentia CA 92870
Endorsements Attached:	
CA 20 48 10 13 - Designated Insured	

AUTOMOBILE LIABILITY PROVIDED	
Covered Autos:	Symbol 1 - Any "Auto"
Limits of Insurance:	$1,000,000 CSL

EXHIBIT B

California Automobile Insurance Company
P.O. Box 10730
Santa Ana, CA 92711-0730
Customer Service: (800) 503-3724

MERCURY INSURANCE

BUSINESS AUTO POLICY

ADDITIONAL INSURED Renewal Declarations

Effective Date: 10/14/2018

NAMED INSURED:	AGENT:
GOLDEN BELL PRODUCTS INC 952 N BATAVIA ST ORANGE, CA 92867-5555	CAL COAST INS AGENCY, INC. P O BOX 1070 LOS ALAMITOS, CA 90720 (562) 598-9701

SCHEDULE	
Insurance Company:	California Automobile Insurance Company
Policy Number:	BA040000047332
Policy Period:	From: 10/14/2018 to 10/14/2019 at 12:01 AM Standard Time at your mailing address
Additional Insured:	CITY OF PLACENTIA
Address:	401 E Chapman Ave , Placentia CA 92870
Endorsements Attached:	
CA 20 48 10 13 - Designated Insured	

AUTOMOBILE LIABILITY PROVIDED	
Covered Autos:	**Symbol 1 - Any "Auto"**
Limits of Insurance:	**$1,000,000 CSL**

EXHIBIT B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV – BUSINESSS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, the following is added:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

REP D1
1714034-18
RENEWAL
SP
4-21-89-9
PAGE 1

EFFECTIVE NOVEMBER 8, 2018 AT 12.01 A.M.
AND EXPIRING OCTOBER 4, 2019 AT 12.01 A.M.

GOLDEN BELL PRODUCTS, INC

952 N BATAVIA ST
ORANGE, CA 92867

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF PLACENTIA

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY,

GOLDEN BELL PRODUCTS, INC

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: NOVEMBER 9, 2018 2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

SCIF FORM 10217 (REV.4-2018)

OLD DP 217

EXHIBIT B

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: OCTOBER 15, 2019

SUBJECT: **AWARD OF CONSTRUCTION CONTRACT TO PETROCHEM MANUFACTURING, LLC. FOR CONSTRUCTION OF THE FY 2019-20A RESIDENTIAL SLURRY SEAL PROJECT (CITY PROJECT NO. 1001)**

FISCAL IMPACT:
EXPENSE: $682,300 CONSTRUCTION CONTRACT AMOUNT
BUDGETED: $867,000 FY 19-20 RMRA FUND BUDGET (601001-6185)
$400,000 FY 19-20 M2 FUND BUDGET (181001-6185)
$ 58,000 FY 19-20 SB1 GAS TAX FUND BUDGET (171001-6185)

SUMMARY:

As part of the City's pavement management program, slurry seal treatment for pavement surfaces is utilized to extend the useful life of the City's roadways. The proposed action will award a construction contract to Petrochem Materials Innovation, LLC (PMI) for a slurry seal project consisting of approximately 1.82 million square feet of residential roadways. The City's existing Purchasing and Contract guidelines allow the City to "piggyback" onto previously bid and awarded contracts from other public agencies. PMI has an existing contract with the City of Los Angeles for on-call slurry seal projects that was previously competitively bid by Los Angeles. In addition, the Los Angeles contract requires PMI to offer the same unit bid pricing to other public agencies as well. In May of 2018, Council approved a similar contract with PMI for similar work, which was performed successfully. Staff's recommendation is to award a construction contract to PMI based on the same pricing structure in accordance with pricing to the City of Los Angeles.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a construction contract to Petrochem Materials Innovation, LLC, for the FY 2019-20 Residential Slurry Seal Project for a not-to-exceed amount of $682,292.04; and

2. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1. d.
October 15, 2019

DISCUSSION:

A typical pavement maintenance program follows a twenty-one year life cycle. In years seven (7) and fourteen (14) slurry seal applications are conducted, and in year twenty-one (21), the road is usually repaved. A preventative maintenance program that combines surface treatments such as slurry seal is a key component to extending the useful service life of pavement. Barring any subsurface problems, the useful life of a roadway can be extended almost indefinitely as long as the pavement surface is sealed on a regular basis. This project will slurry seal the residential streets noted in Attachment 1.

The City's existing Purchasing and Contract Guidelines allows for the "piggybacking" onto previously bid and awarded contracts by other public agencies. The City of Los Angeles selected PMI as their on-call slurry seal contractor after soliciting competitive bids. In addition, Los Angeles included in its contract with PMI, a provision that requires PMI to extend the same unit bid pricing for slurry seal work to other public agencies as well. The unit bid pricing extended to the City of Placentia equates to a project cost of $.373 per square foot to slurry seal residential streets as well as for crack seal work and restriping and painting of pavement legends. Staff previously reviewed slurry seal bids from other cities and the per square foot cost paid by those cities surveyed averages approximately $.40 per square foot. In addition, PMI is offering a five-year warranty for their work, where the industry standard warranty period is one-year for public works projects.

The scope of work under this contract also includes crack sealing, striping and other ancillary work associated with a residential slurry sealing project. Localized asphalt dig-outs and repairs will be completed by Public Works Maintenance Staff in order to achieve some additional cost savings. PMI also has performed similar work for a number of Cities in Southern California. Local references include the Cities of Los Angeles, Santa Ana, and Thousand Oaks who provided favorable reviews regarding the quality of PMI's work. In addition, PMI performed similar work for the City of Placentia during the 2017-18 Residential Slurry Seal project successfully, on time, and on budget. The construction period is scheduled for a maximum of twenty (20) working days which is scheduled to begin in November.

FISCAL IMPACT:

A total of $1,325,000 in Road Maintenance and Rehabilitation Account (RMRA), Measure "M", and SB-1 Gas Tax Funds were appropriated in the Fiscal Year 2019-20 Capital Improvement Program Budget for the purpose of the residential slurry seal work. Therefore, sufficient funds exist for the recommended actions.

Prepared by:

Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:

for Luis Estevez
Director of Public Works

Reviewed and approved:

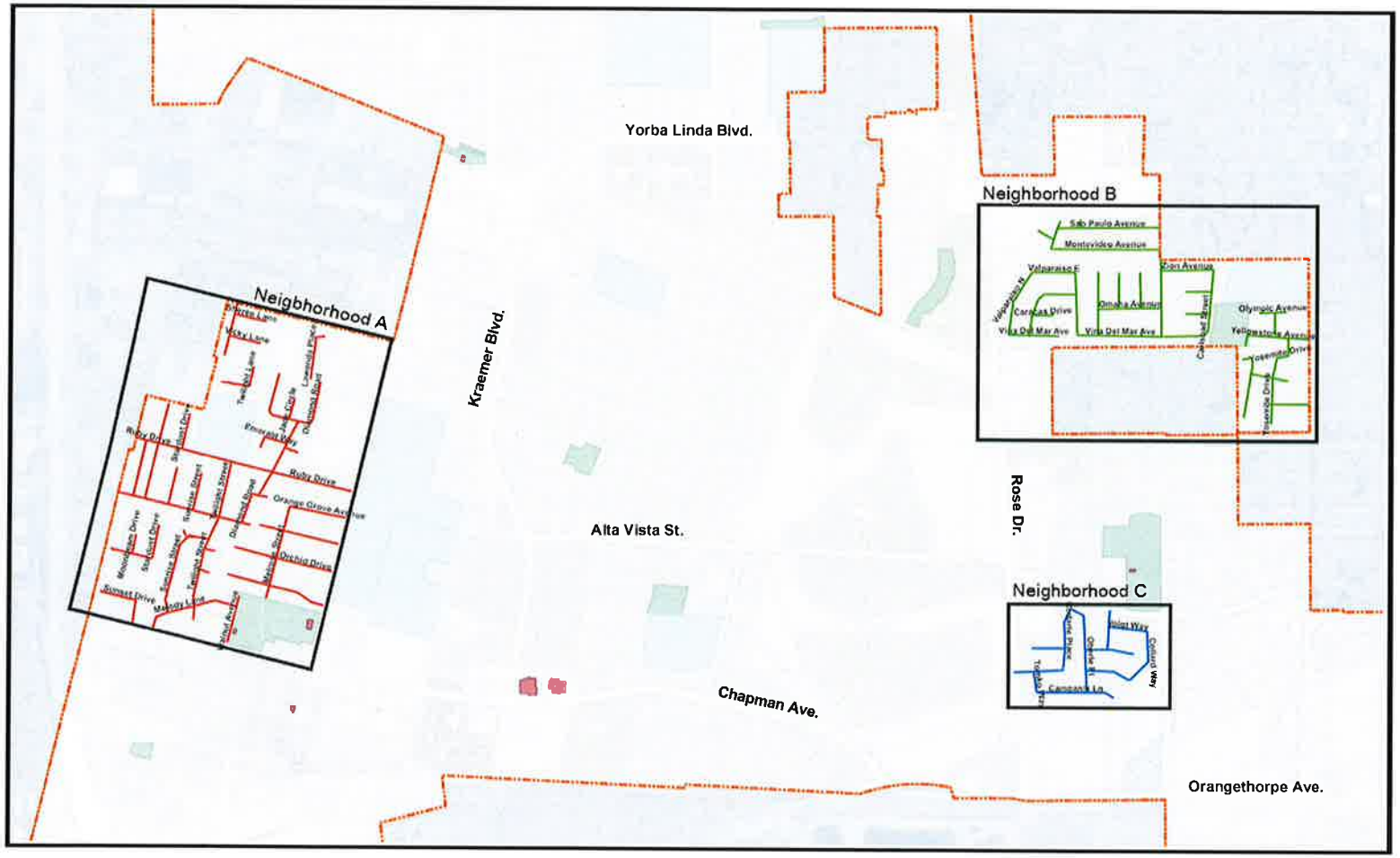
Kim Krause
Director of Finance

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Project Area Map
2. Construction Contract with Petrochem Materials Innovation, LLC



PLACENTIA
CALIFORNIA A great place to live.

FY 2019-20 Residential Slurry Seal Project (Project #1001)

Neighborhood A

949,084 sq. ft.

Neighborhood B

704,348 sq. ft

Neighborhood C

214,686 sq. ft.

This project is funded by:

Placentia's MEASURE U
Your Tax Dollars At Work

NORTH

0 0.15 0.3 Miles

ATTACHMENT 1

Produced: September 18, 2019

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
FY 2019-20 RESIDENTIAL SLURRY SEAL PROJECT
CITY PROJECT NO. 1001

THIS AGREEMENT (herein "Agreement"), is made and entered into this 15TH day of October 2019 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Petrochem Materials Innovation, LLC (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H:

A. WHEREAS, City requires the construction of the 2019-20 Residential Slurry Seal Project as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

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 and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

(a) Contractor. Contractor shall mean Petrochem Materials Innovation, LLC a (California corporation, partnership, individual) located at 6168 Innovation Way, Carlsbad, CA 92009.

(b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.

(c) City Council. City Council shall mean the City Council of the City of Placentia.

(d) Contract Officer. Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties

set forth in Section 5.2.

(e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

(f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall

immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the City Administratorr. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding %10 of the original contract not-to-exceed amount must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars ($25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Six Hundred Eighty Two Thousand and Three Hundred Dollars ($682,300) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in

thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than October 15, 2020, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Frank B. Hoffman, CFO

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be

replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused form any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:
In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 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 and endorsements shall be attached to this Agreement as Exhibit "D", and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged

to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

(d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, 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.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 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.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Representatives. The City Administrator 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.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and 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.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long

as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars ($500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Masoud Sepahi, P.E.

To Contractor:
Frank Hoffman, CFO
6168 Innovation Way
Carlsbad, CA 92009

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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 subcontractor 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.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that

applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 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.

8.20 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.

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and

correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

8.24 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.

8.25 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.

8.26 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.

8.27 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.

8.28 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.

8.29 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.

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 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.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF PLACENTIA,
A municipal corporation and Charter City

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____ Date: _____
Robert S. McKinnell, City Clerk

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Director of Admin. Services

(Use of City form is required)

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

_____

_____

_____

Business Address:

_____

_____

_____

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

Project No. 1001

(Use of City form
is required)

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman
Placentia, CA 92870

Exempt: Yes__ No____ Telephone ( ) _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

a. That all statements of fact in such bid or proposal are true;

b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

c. That such bid or proposal is genuine and not collusive or sham;

d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;

e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.

j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On_____at_____California.

Firm_____ _____
(Signature)

Street_____ _____
(Print Name & Title)

City_____State_____Zip_____

Project No. 1001

EXHIBIT A

SCOPE OF SERVICES

See Attached Scope of Work and Project Specifications

EXHIBIT B

SCHEDULE OF PERFORMANCE

This project shall be complete within 20 working days of the issuance of Notice to Proceed (NTP.)

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
    1. Subrogation waiver endorsement; and
    2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The

General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a

subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

- Required Evidence of Coverage:
    1. Copy of the additional insured endorsement or policy language granting additional insured status;
    2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
    3. Properly completed Certificate of Insurance; and
    4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: $1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
    1. Copy of the endorsement or policy language indicating that CITY is an insured; and
    2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: $1,000,000 per Pollution Incident; $1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.

- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
    1. Copy of the additional insured endorsement or policy language granting additional insured status;
    2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
    3. Properly completed Certificate of Insurance.

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

F. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

G. Documentation

- The Certificate of Insurance shall include the following reference: Citywide Street Resurfacing and Slurry Seal Project – Cycle I – City Project No. 2018-02.
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Project No. 1001

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT E

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

Petrochem Materials Innovation, LLC

Quote 2019-59

City of Placentia

Summary of Estimated Charges

Purchased of the Central Mix REAS Type I			**$336,117.04**
119,093 Gallons x $2.49/gallon	Type I	=$296,541.57	
Freight: ($550/Per load)	28 Loads	=$ 15,400.00	
+ Sales Tax 7.75%		=$ 24,175.47	
Equipment Rental			**$343,375.00**
2 Application Truck $2,016 each/ day		14 Days =$ 56,448.00	
2 Service Haul Truck $200 each/ day		14 Days =$ 5,600.00	
1 Slurry Box $250/day		14 Days =$ 3,500.00	
1 Slurry Pump $500/day		14 Days =$ 7,000.00	
28 Tanker Trailers $200/ Each Load		28Load =$ 5,600.00	
Drivers (2) + Pumper(1) $95/hour/person(8hrs/day)		14 Days =$ 31,920.00	
Crew/Labor (4) = 1 Operator + 3 Squeegees		14 Days =$ 42,560.00	
Cover Manholes (2-man 8hrs/day)		14 Days =$ 10,640.00	
Post and Notifying (1man 8hrs/day)		14 Days =$ 21,280.00	
Door Hanger		=$ 300.00	
Traffic Control $1500/day		14 Days =$ 21,000.00	
Sweeping (subcontractor) $200/hours 8hrs/day		17 Days =$ 27,200.00	
Striping (subcontractor -Cal-Stripe.) Estimate		=$ 53,557.00	
Crack Sealing (subcontractor)		=$ 59,570.00	
Total Estimated Charges (Included Sales Tax)			**$682,292.04**

*Prices Includes: Type I Central Mix REAS, Transportation of Material, Traffic Control, Posting and notifying, sweeping, Removal of thermal plastic striping/RPM's/Markings, restriping or any legends and stop bars, equipment and labor for application

*Prices Excludes: any required prep work on asphalt surface and all asphalts repairs.

The foregoing quotation is subject to all the Terms and conditions set forth in PMI's Master Terms and Conditions and the application for open business credit agreement entered into by and between Petrochem Materials Innovation, LLC. and customer. If terms and conditions are not attached, please call our office.

Name: *Vicki Nguyen* Date: 9/26/19

EXHIBIT A

760-603-0961 phone
760-603-0962 fax

6168 Innovation Way
Carlsbad, CA 92009

pmitechnology.com

Contractor #991274

Client#: 1685889 303PETROMAT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/01/2018

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Carla Lintner	
BB&T-John Burnham Ins Services 750 B Street Suite 2400 San Diego, CA 92101 619 231-1010	PHONE (A/C, No, Ext): 619 231-1010	FAX (A/C, No): 6192369134
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Petrochem Materials Innovation LLC 6168 Innovation Way Carlsbad, CA 92009	INSURER A : First Mercury Insurance Company	10657
	INSURER B : Insurance Company of the West	27847
	INSURER C : First Liberty Insurance Corporation	33588
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			WACGL000006644703	05/01/2018	05/01/2019	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$0
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			AS6Z11261655017	05/01/2017	05/28/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			CAEX000006643103	05/01/2018	05/01/2019	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WSD502639104	05/01/2018	05/01/2019	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Certificate is subject to policy limits, conditions and exclusions.

RE: CITYWIDE STREET RESURFACING AND SLURRY SEAL PROJECT CYCLE I CITY PROJECT NO. 2018-02

Certificate Holder is Named as an Additional Insured (GL) per the captioned operations of the Named Insured. Coverage is Primary and Non-Contributory. Waiver of Subrogation applies (WC).

CERTIFICATE HOLDER	CANCELLATION
CITY OF PLACENTIA 401 E. Chapman Ave Placentia, CA 92870	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

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FJG

Pol: WACGL000006644703

Eff: 05/01/18-05/01/19

Petrochem Materials Innovation, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. "Bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: WACGL000006644703

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

Eff. 05/01/2018 - Petrochem Materials Innovation, LLC

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract signed by both parties prior to the loss.	Coverage under this endorsement applies only to "Commercial Construction". "Commercial Construction" means all construction activity that is not "Residential Construction". "Residential Construction" means all construction activity performed on townhouses, condominiums, cooperatives, duplexes, triplexes, fourplexes, and single-family detached housing that is intended to be, will be, or is maintained or sold for the purpose of being used by natural persons as a dwelling, and includes any associated improvements to real property, infrastructure improvements, grading, excavating, utility work, road paving, curb, or sidewalk work.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement prior to the injury or damage that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective 05/01/2018

Policy No. WACGL000006644702

Endorsement No.

Named Insured Petrochem Materials Innovation, LLC

Countersigned by _____

FMIC-GL-1002(10/2015)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 99 06 34**

(Ed. 8-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 3 % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON/ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT	ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/2018 Policy No. WSD502639104 Endorsement No.

Insured **PETROCHEM MATERIALS INNOVATION** Premium $ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

WC 99 06 34
(Ed. 8-00)

INSURED

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM DIRECTOR OF COMMUNITY SERVICES

DATE: OCTOBER 15, 2019

SUBJECT: **APPROVAL OF NEW LEASE AGREEMENT BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA FOUNDERS SOCIETY FOR USE OF THE BRADFORD HOUSE**

FISCAL IMPACT: EXPENSE: NOT TO EXCEED $7,500 PER YEAR
BUDGETED: $7,500 FY 2019-20 RISK MANAGEMENT FUND (404582-6201)

SUMMARY:

The current Lease Agreement ("Lease") between the City and Placentia Founders Society ("Founders") for the use, maintenance, and upkeep of the historical Bradford House began in 2002 and has had 5 amendments since that date. The City wishes to update the document and enter into a new Lease commencing on January 1, 2020 for a five-year period. The Lease is recommended for approval by both City Staff and the Founders.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve the Lease Agreement between the City and the Placentia Founders Society for the use, maintenance, and upkeep of the Bradford House for a term ending December 31, 2024; and

2. Authorize the City Administrator and/or his designee to make non-substantive amendments as necessary and execute the lease on behalf of the City, in a form approved by the City Attorney.

DISCUSSION:

The original Lease between the Founders and the City expired in 1997. A subsequent new agreement extended the Lease for an additional five-year period, which expired on December 31, 2002. On or about November 2002, the City and the Founders entered into a Lease whereby the City leased to the Society that certain parcel of real property with improvements thereon situated in the City of Placentia, County of Orange, State of California, commonly known as the Bradford House, located at 136 East Palm Circle, Placentia, California 92870, and including an eight (8) foot border around the structure ("site"). The original term of the Lease was January 1, 2003 through December 31, 2007 and was subsequently amended five (5) times with updates to insurance requirements.

2003 through December 31, 2007 and was subsequently amended five (5) times with updates to insurance requirements.

The annual cost expended by the Founders to oversee and manage the Bradford House ranges between $28,000 to $31,000. These expenses are for utilities, staffing, insurance, and maintenance. The Founders lease a room in the house to a caretaker, which brings an annual income of $13,800. All revenue received from the Lease is used for maintenance. The Lease requires the renter to have renter's insurance.

The Founders updated their Use Policy for the property in February 2019, and the City sees the need to enter into a new Lease with the Founders.

TERMS:

The new Lease is fundamentally the same as the previous agreement. The following are some of the main Lease points:

1. The term of the agreement is from January 1, 2020 through December 31, 2024.
2. The City will maintain fire insurance on the structure while the Founders will be responsible for providing fire insurance on the contents of the house and maintain public liability, property, and general liability insurance.
3. The City will provide up to $7,500 per year to assist the Founders with their insurance needs.

The Founders continue to communicate and work well with City Staff on programs at the Bradford House and any other issues that may arise.

FISCAL IMPACT:

The City will provide up to $7,500 to assist the Founders with their insurance needs. This appropriation was made in the Fiscal Year 2019-20 Risk Management Fund budget.

Prepared by:

Veronica Ortiz
Community Services Supervisor

Reviewed and approved:

Karen Crocker
Interim Director of Community Services

Reviewed and approved:

Kim Krause
Director of Finance

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Lease Agreement with Placentia Founders Society for Use of the Bradford House
2. Founders Society Use Policy, updated February 2019
3. Founders Society expenses from July 2017 to June 2019

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into between the City of Placentia, a municipal corporation; hereafter "City," and the Placentia Founders Society, Inc., a California nonprofit corporation hereafter " Society" "Parties" collectively.

In consideration of the covenants, promises and agreements herein contained, it is hereby agreed as follows:

1. **PROPERTY LEASED**
The City, for and in consideration of the rents herein reserved and agreed to be paid by the Society, and in further consideration of the covenants and agreements herein contained on the part of the Society to be kept, performed and fulfilled, hereby leases and lets to the Society, and the Society hereby hires and leases from the City that certain real property and improvements situated in the City of Placentia, County of Orange, State of California, commonly known as the Bradford House, located at 136 East Palm Circle, Placentia, California 92870, and including an eight (8) foot border around the structure, for the term commencing on January 1, 2020 and ending December 31, 2024, unless sooner terminated as provided herein.

2. **RENTAL PAYMENT**
The Society agrees to pay, and the City agrees to accept as rental for said premises, a rental payment of $1.00, payable on execution of this lease. This rental is paid for and in consideration of the use and occupancy of the real property, building and other improvements in a manner consistent with the terms of the deed by which the City acquired the property and in consideration of the continued quiet use and enjoyment thereof for the terms of the lease.

3. **COVENANTS OF THE FOUNDERS SOCIETY**
The Founders Society promises as follows:

   a) That it will use said premises only for purposes consistent with the deed of the City.

   b) That it will comply with such lawful requirements of State, municipal and public authorities as relating to its use and occupancy of said premises.

   c) That it will maintain said premises and improvements and make all replacements and repairs necessary to said premises and improvements during the term hereof, ordinary wear and tear excepted.

   d) That it will permit City to examine the premises at any time upon reasonable written or oral notice to any caretaker of the Society.

e) That it will pay for all gas, electricity, light, heat, power, water and other service or utility used on or supplied to said premises, specifically, the structure and eight-foot perimeter described in paragraph 1. and transfer all utility services to the Society's name.

f) That in addition to and as part of rent, the Society agrees to pay during the term of the lease all real and personal taxes and assessments on or in respect to said premises and/or improvements and/or leasehold, and any and all installments of specific assessments against said premises and/or improvements which may become due and payable during the term of this lease, if any.

g) That each tax, assessment, imposition and charge to be paid by the Society shall be paid by it and notice of payment furnished to the City not less than five (5) days prior to delinquency date.

h) That City will at all times on and after the date on which the term of this lease commences, at its own expense, keep all of the improvements on the leased premises insured against loss of damage by fire and other risks covered by standard extended coverage endorsement, and by vandalism and malicious mischief. That the Society, at their own expense, will procure and maintain in force during the term of this lease fire insurance coverage for the contents of the Bradford House. Also, that the Society will procure and maintain in force during the term of this lease an insurance policy or policies specifically naming City as additionally insured by endorsement to the policy against public liability and property damage in the following minimum amounts:

i)	Bodily injury liability	$100,000 each person $300,000 each occurrence
ii)	Property damage liability	$100,000
iii)	Personal injury and non-owned automobile	$100,000 each occurrence

iv) Umbrella liability policy with single limit of $1,000,000 to apply as excess over the limits specified above.

All insurance shall be carried with insurance companies approved by The City and licensed to do business in the State of California. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any such policy. The policies of insurance as above provided, or certificates of the insurers evidencing insurance carried on or respecting the premises hereby leased shall be forthwith deposited with City.

The proceeds of any insurance required under this lease shall be paid into the treasury of City in a special trust account.

All insurance and City's liability in connection with the Bradford House shall be reviewed annually by the City's Director of Finance for sufficiency of coverage and any alterations or changes requested by The City shall be made to The Founders Society no later than sixty (60) days prior to the annual anniversary date of the above-mentioned policies.

i) Workers Compensation Insurance. The Society shall maintain, during the life of this lease, workers compensation insurance for all its employees employed at the site of improvement, and in case any work is sublet, The Society shall require any contractor or subcontractor to provide workers compensation insurance for all the contractors or subcontractors or its employees.

In addition, the Society shall supply evidence of compliance with Labor Code Section 3800 regarding workers compensation insurance as a condition to the issuance of building permits regarding the Bradford House.

The Society shall indemnify the City for any damage resulting to it from failure of either the Society or any contractor or subcontractor to take out and maintain such insurance.

j) That if any mechanic's lien or liens shall be filed against the leased premises for work done by or for, or materials furnished to the Society, The Society shall forthwith, or within ninety (90) days thereafter, either cause the same to be discharged by paying the amount of the lien or shall litigate the same with due care and diligence to a final judgment or decree from which there is no appeal, and in the event such judgment or decree upholds said lien in whole or in part, the Society shall forthwith pay the same.

k) In the event Society sublets or otherwise rents the living quarters located on the site, Society agrees that any person(s) to whom Society sublets or rents said living quarters shall be required to obtain and keep in full force and effect for the duration of any such sublet or rental term, full and complete renter's insurance relating to such renter's or subletter's use and enjoyment of the living quarters.

4. **COVENANTS OF THE CITY**
The City promises as follows:

a) That on or before the renewal date of the Society's insurance, which is procured for the benefit of City, and upon receipt of an invoice from the Society, City will pay an amount not to exceed $7,500 annually toward the cost of insurance. If $7,500 is not sufficient to cover the insurance cost, The Founders Society may, in writing, request additional funds from the City Council. Any such additional funds to be paid hereunder, shall be in the sole discretion of the City Council whose decision shall be final.

b) That City has suffered or permitted no encumbrances or liens upon its title to the premises and that City has full right and authority to execute this lease, and agrees that the Society, upon paying said rent and performing the covenants of this lease, shall quietly have, hold and enjoy the demised premises during the term hereof, including reasonable vehicle access to the premises.

c) That the Society shall not have the right to make alterations, additions, changes, or improvements without the written consent of City. Any alterations, additions, changes or impovements for which City's consent has been obtained shall become and remain a part of the building, provided, however, that improvements and property placed by the Society in or on the leased premises which do not actually become a part of the building standing thereon, or any replacement thereof, may be removed without permanent injury or damage if fully repaired by The Founders Society prior to the surrender of the leased premises.

5. **THE CITY'S REMEDIES UPON DEFAULT**

As an alternate remedy to any other remedies available to City, upon default by the Society in the payment of any amount due under the terms of this lease, or upon the violation of any of the terms or conditions hereof, and the failure to remedy such default within sixty (60) days after written notice from City to do so, The City may at its option enforce the terms of this agreement from time to time and/or file suit for the payment of said delinquent rental or for damages or for the performance of any such covenant or agreement or condition and/or City, in addition to other rights and remedies reserved to it by law may, at its option and without further notice or other formality, reenter the premises and take full possession thereof. No reentry of said premises by City shall be construed as an election on its part to terminate this lease, unless written notice to that effect is delivered to the Society and all rights, powers, options, privileges and remedies herein expressly given to City shall be cumulative to each other and to any other legal or equitable remedy, right, power, or privilege which City might otherwise have in the event of any default by Society, and no option, right, power, remedy or privilege of The City shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of the rights, powers, options, or remedies shall be cumulative and no one of them exclusive of any remedy provided by law. The Society shall pay interest on all obligations in arrears and on all other sums which it is or may become obligated to pay under the terms of this lease at the rate of seven percent per annum from the date when the same becomes due until paid. In any action or proceeding which either City or Society may prosecute to enforce its

respective rights hereunder, including any action to collect rental or other money due, the prevailing party shall be entitled to its costs and reasonable attorney's fees, both of which are to be allowed by the court as part of the judgment in such proceedings. If City shall fail to keep and perform faithfully the covenants and conditions herein imposed and such failure shall continue for sixty (60) days after Society shall have given City written notice thereof, then and in such event Society may at its option terminate this lease.

6. **ASSIGNMENT BY THE FOUNDERS SOCIETY**

The Society may not assign this lease or any of its interests hereunder or transfer such lease or interests in trust as security. Furthermore, Society may not sublease any portion of its interest without the written consent of The City.

7. **NOTICES**

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows: City

Clerk
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Notices required to be given to Society shall be addressed as follows:

President
The Founders Society
136 Palm Circle
Placentia, CA 92870

provided that any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

8. **NO WAIVER BY OMISSION TO ENFORCE**

No acquiescence, failure or neglect of either City or Society to insist on strict performance of any or all of the terms hereof in one instance shall be considered or constitute a waiver of the right to insist upon strict performance of the terms hereof in any subsequent instance.

9. **GENERAL CONDITIONS OF AGREEMENT**

Each and all of the terms and agreements herein contained shall be binding upon and insure to the benefit of the successors in interest of City and Society respectively. It is hereby covenanted and agreed that time is of the essence of this agreement except where otherwise expressly provided.

If any section, paragraph, sentence, clause, phrase, or portion of this lease is invalid or shall be held to be invalid, such invalidity shall not affect the validity of the balance or remainder.

There are no covenants and warranties other than those expressed herein, other than the warranty of title.

10. **RENEWAL AND/OR CANCELLATION OF LEASE**
Society shall notify City in writing of its intention to apply for a renewal or cancellation of the lease ninety (90) days prior to the expiration date of this lease. City does hereby reserve the right to review, amend, or cancel this lease at any time during the five year term.

In witness whereof, the parties hereto have executed this Lease as of the Effective Date.

LESSOR

_____
Placentia Founders Society

CITY

_____
Damien R. Arrula
City Administrator
City of Placentia

ATTEST: _____
Robert S. McKinnell
City Clerk

Approved as to form:

_____
Christian L. Bettenhausen
City Attorney

Renewal Renters Policy Declarations

Your policy effective date is May 1, 2019

Allstate. You're in good hands.

Total Premium for the Premium Period (Your bill will be mailed separately)

Premium for property insured	$154.00
Total	**$154.00**

Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s).

*See the **Important Payment and Coverage Information** section for details about installment fees.*

Discounts (included in your total premium)

Protective Device	**5%**	Full-time Occupancy	**15.60%**

Location of property insured

136 E Palm Dr, Placentia, CA 92870-2549

Rating Information

The dwelling is of frame construction and is occupied by 2 families

Additional Interested Party

None

Information as of March 11, 2019

Summary

Named Insured(s)
Monique Thompson and David Steadmon

Mailing address
136 E Palm Dr
Placentia CA 92870-2549

Policy number
967 223 972

Your policy provided by
Allstate Insurance Company

Policy period
Begins on **May 1, 2019** through **May 1, 2020** at 12:01 a.m. Pacific Time, and continues until cancelled

Premium period
Beginning **May 1, 2019** through **May 1, 2020** at 12:01 a.m. Pacific Time

Your Allstate agency is
Chon Insurance Agy
815 N Harbor Blvd
Fullerton CA 92832-1535
(714) 594-7772
PATRICKCHON@ALLSTATE.COM

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

Coverage detail for the property insured

Coverage	*Limits of Liability*	*Applicable Deductible(s)*
Personal Property Protection - Reimbursement Provision	$15,000	• $500 All peril
Additional Living Expense	Refer to Policy	
Family Liability Protection	$100,000 each occurrence	
Guest Medical Protection	$5,000 each person	
Workers' Compensation and Employers' Liability Coverage for Residence Employees	Statutory/See Form	

▶ ***Other Coverages Not Purchased:***

- Business Property Protection*
- Business Pursuits*
- Cellular Communication System*
- Electronic Data Processing Equipment*
- Extended Coverage on Cameras*
- Extended Coverage on Jewelry, Watches and Furs*
- Extended Coverage on Musical Instruments*
- Extended Coverage on Sports Equipment*
- Fire Department Charges*
- Home Day Care*
- Incidental Office, Private School Or Studio*
- Increased Coverage on Building Improvements*
- Increased Coverage on Money*
- Increased Coverage on Securities*
- Increased Silverware Theft Limit*
- Lock Replacement*
- Satellite Dish Antennas*
- Waterbed Liability*

**** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.***

This policy does not cover earth movement including earthquake.

You have elected not to purchase a CEA earthquake policy.

Scheduled Personal Property Coverage

Your policy does not include Scheduled Personal Property Coverage. This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.

Your policy documents

Your Renters policy consists of the Policy Declarations and the following documents. Please keep them together.

- Renters Policy - AP5
- Amendment of Policy Provisions - AP425
- California Standard Fire Policy Provisions - AP1862-1
- California Renters Amendatory Endorsement - AP2234
- California Renters Amendatory Endorsement - AP4481-1
- California Renters Policy Amendatory Endorsement - AP997-2
- California Workers' Compensation And Employers' Liability Coverage For Residence Employees Coverage Form - AP1127

CA071RBD
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Allstate
You're in good hands.

Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- Please note: This is not a request for payment. Your bill will be mailed separately.
- If you decide to pay your premium in installments, there will be a $3.50 installment fee charge for each payment due. If you make 12 installment payments during the policy period, and do not change your payment plan method, then the total amount of installment fees during the policy period will be $42.00.

  If you are on the Allstate® Easy Pay Plan, there will be a $1.00 installment fee charge for each payment due. If you make 12 installment payments during the policy period, and remain on the Allstate® Easy Pay Plan, then the total amount of installment fees during the policy period will be $12.00.

  If you change payment plan methods or make additional payments, your installment fee charge for each payment due and the total amount of installment fees during the policy period may change or even increase.

  Please note that the Allstate® Easy Pay Plan allows you to have your insurance payments automatically deducted from your checking or savings account.

Allstate Insurance Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.

Thomas J. Wilson
President

Susan L. Lees
Secretary

Important notices

Policy number: **967 223 972**
Policy effective date: May 1, 2019

What You Should Know About Flood Insurance

Most homeowners, renters and commercial insurance policies do not provide coverage for flood damage. In fact, protection against floods is generally available only through a separate policy.

That's why Allstate is a participant in the National Flood Insurance Program (NFIP) and offers standard flood insurance policies.* A flood insurance policy can help complete the insurance protection for your property and help protect your financial well-being.

You May Have More Risk from Flood Than You Think

Approximately 90 percent of all disasters in the U.S. are flood related. While you may think that it couldn't happen to you, over 25 percent of all flood losses occur in low- to moderate-risk areas.

What's more, flood damage is often accompanied by other damage, such as wind and hail (which is typically covered under a property policy). So if you purchase your NFIP coverage through Allstate, you would have the convenience and peace of mind that comes with working with just one claim adjuster and one agent, instead of two or more for a flood claim.

Flood Coverage Is Affordable

The federal government sets the rates for flood insurance, so there's typically no difference in rates from policy to policy. You can switch to an NFIP flood insurance policy administered by Allstate for the same amount of premium you may be paying elsewhere. If you choose Allstate, you can have the quality service you've come to expect from us.

For more information about flood insurance, or if you have any questions about your policy in general, please contact your Allstate representative or visit us at allstate.com.

* Allstate provides the standard flood insurance policy under the terms of the National Flood Insurance Act of 1968 and its amendments, and Title 44 of the Code of Federal Regulations. The standard flood insurance policy is written by Allstate for the National Flood Insurance Program which is administered by the Federal Insurance Administration, part of the Federal Emergency Management Agency.

Subject to availability and qualifications. Other terms, conditions and exclusions may apply.

X73168

Additional Protection for Your Most Valuable Possessions

Property insurance covers many belongings, but some items may require higher coverage limits than those in a standard property policy.

Scheduled Personal Property (SPP) coverage gives you additional protection against loss or damage to your valuables. It's protection not typically provided with standard property coverage. SPP benefits typically include:

- No deductibles to meet
- Coverage for lost or damaged items
- Coverage for valuables kept in a storage location outside your home

Items That May Need the Extra Protection

SPP coverage provides protection for an array of valuable personal property. Here are some of the items you can protect by purchasing SPP coverage through Allstate:

- Jewelry (including wedding rings and precious or semi-precious stones)
- Furs
- Cameras (digital, still, movie, video and related equipment)
- Silverware and antiques (including furniture)
- Musical instruments
- Collections (stamps, coins, music)
- Fine art works (including paintings, etchings, vases and sculptures)
- Manuscripts or books
- Home-office equipment (laptop, computer, audio/visual)
- Sports equipment (such as golf clubs)

Affordable Protection for Your Valuables

The cost of SPP coverage varies, but the value of your property is the best way to determine how much coverage you need. The rates are generally a small percentage of the total value of the items you're insuring. This means that your valuables are being protected for only a fraction of the cost.

Regularly Review Your SPP Coverage

Even if you currently have SPP coverage, it's a good idea to review it annually. It's possible that the value of your property has changed or that you've purchased new items that have not been added to your coverage.

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To learn more about SPP coverage, or if you have any questions about your insurance policy in general, contact your Allstate representative, or visit us at allstate.com.

X73169

Notice of Right to Designate a Third Party

We want you to know that you have the right to designate one additional individual to receive copies of any coverage termination notices that we may issue if you fail to pay the required premium when due. You also have the right to replace the individual you previously designated or terminate the third party designation entirely. This third party will not receive copies of your regular billing statements or any other documents for your policy.

How to start, change or end a third party designation

To add, change or remove a third party simply contact your Allstate Agent or representative to receive a copy of a Third Party Designation form. After you return the form with the name and address of the designee or any changes you wish to make, we will process your request.

Additionally, we will notify you annually of your right to designate a third party. If you have already designated a third party and do not wish to make any changes, you do not need to do anything.

If you have questions

Please contact your Allstate Agent or representative, or call us at 1-800-ALLSTATE (1-800-255-7828) if you have any questions or would like more information.

X73598

If You Have a Problem with Your Insurance

Please contact your Allstate representative if you have any questions or concerns about your insurance. If a problem arises that you and your Allstate representative are unable to resolve satisfactorily, please call or write to:

Allstate Customer Service
PO Box 660598, Dallas, TX 75266-0598
1-800-ALLSTATE℠ (1-800-255-7828)

If the problem remains unresolved, you may contact the California Department of Insurance at:

Consumer Services Division
California Department of Insurance
300 South Spring Street, Los Angeles, CA 90013
Consumer Hotline: 1-800-927-4357
Website:
http://www.insurance.ca.gov/01-consumers/101-help/index.cfm

Please contact the Department of Insurance only if you have been unable to satisfactorily resolve the problem with your Allstate representative and with Allstate.

X3380-6

Information About Available Discounts On Your Allstate Property Insurance

The premium for your property insurance policy is determined based on a variety of factors, including information you have given us. It is important that you notify us if the information upon which your premium is based is incorrect or incomplete, so that we may adjust your premium accordingly.

Allstate has several property insurance discounts available for which you may qualify. Please note that the particular discounts available vary depending on the type of property policy you have. Below is a listing of these discounts, including a brief description of each. Any discounts you are currently receiving are listed on the enclosed Policy Declarations.

If you have questions about whether you may qualify for any of the following discounts, please contact your Allstate agent in order to discuss your possible eligibility.

AGE OF HOME/RENOVATED HOME DISCOUNT

You may be eligible for a discount on your Homeowners policy premium if your home is nine years of age or less, or if it is older than 10 years old but has been completely renovated, and all of the renovations were completed less than 10 years ago. Complete renovation includes the installation of roofing, plumbing, electrical and heating and cooling systems by a licensed contractor. The amount of the discount ranges between 2 and 25 percent and varies depending on the age of your home.

FIRE RESISTIVE DISCOUNT

You may be eligible for a 15% discount on your Homeowners policy premium if your home is made of fire resistive or fireproof construction, such as brick or masonry.



USE POLICY FOR THE BRADFORD HOUSE

- The Bradford House is available for small special events. Reservations must be made 30 days in advance by calling (714-993-2470) or in writing to 136 Palm Circle, Placentia, CA 92870.
- Group size is limited to 45 people in the downstairs rooms only; upstairs rooms are off limits for events. The porch is available. Children in attendance must be supervised.
- All events must be completed by 9 p.m. which will include actual event and clean-up.
- **Alcoholic beverages or drugs are not allowed in the Bradford House or on the grounds.**
- **Smoking is not allowed inside the Bradford House or on the porch.**
- **High heeled footwear is not allowed in the house.**
- Users must provide all linens, supplies and food, and are responsible for clean-up. Bradford House will provide folding chairs.
- Nailing, stapling or taping of any materials to the Bradford House or Bradford Park trees is not allowed. Only ribbon, pipe cleaners, or string may be used to fasten decorating materials. **The use of lighted candles is not allowed**. All decorations must be removed immediately following the event.
- If special permission is granted to use the upstairs, no items must be placed on the beds, tables or dressers.
- All chairs and areas designated by ropes must not be used or entered.
- If an event requires clothing or costume changes, these must be in a designated area approved at the time of the reservation.
- **A Bradford House representative must be present at all functions.** (A docent can be available upon request to give a tour.)
- **No flash photography is allowed.**
- Vehicles may not turn around or park on the grass. Delivery services must be instructed to use the driveway. Direct catering vehicles to the back of the house.
- It is the sole responsibility of the User to secure the safety of all personal property. The Placentia Founders Society disclaims any responsibility for security of personal property of any kind.
- Should the police be called to the site for any reason, the event will be immediately closed. The security deposit will not be refunded.

I have read and understand the above information. I agree to abide by these regulations of the Bradford House Use Policy.

_____ User

_____ Phone

_____ Address

_____ e-mail

_____ Bradford House Representative

_____ Date

Placentia Founders Society Expenses

	July 2017- June 2018	July 2018- June 2019
Apartment Repairs & Maintenance Expense	$ 167.50	$ -
Committee Expense	$ 113.28	$ 593.00
Concert Expense	$ 2,295.50	$ 2,428.14
Depreciation Expense	$ 1,887.87	$ -
Dues and Membership Expense	$ 205.00	$ 255.00
Events Expense	$ 262.88	$ 914.82
Fundraising Expense	$ 234.04	$ -
House Maintenance Gardner Expense	$ 616.00	$ 804.00
House Maintenance Indoor Expense	$ 1,727.29	$ 4,008.35
House Maintenance Outdoor Expense	$ 2,550.00	$ 1,268.00
House Maintenance Pest Control Expense	$ 1,590.82	$ 1,323.04
House Maintenance Repairs Expense	$ 2,694.04	$ 1,117.32
House Supplies Expense	$ 22.30	$ 61.75
Insurance Expense	$ 7,189.00	$ 7,512.00
Internet Expense	$ 476.44	$ 378.48
Office Supplies Expense	$ 421.55	$ 107.99
Postage Expense	$ 323.92	$ 88.50
Printing Expense	$ 153.01	$ 37.24
Professional Fees Expense	$ 900.00	$ 525.00
School Grant Expense	$ 1,586.66	$ 1,147.12
Security Expense	$ 847.35	$ 508.41
Taxes and Licenses Expense	$ 78.23	$ 68.62
Telephone Expense	$ 1,637.87	$ 1,746.10
Trash Expense	$ 283.80	$ 285.88
Utilities Electric Expense	$ 1,591.96	$ 1,904.51
Utilities Gas Expense	$ 303.24	$ 707.23
Website Expense	$ 228.00	$ 1,128.00
Totals	$ 30,387.55	$ 28,918.50

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM DIRECTOR OF COMMUNITY SERVICES

DATE: OCTOBER 15, 2019

SUBJECT: **RESOLUTION AUTHORIZING TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTIONS 23.76.050 AND 10.28.010 FOR THE OPERATION OF THE TAMALE FESTIVAL SCHEDULED FOR WEDNESDAY, DECEMBER 11, 2019**

FISCAL IMPACT:			
	EXPENSE:	$12,300	ESTIMATED GENERAL FUND COST
	OFFSETTING REVENUE:	$ 8,000	REIMBURSEMENT FROM PLACITA SANTA FE MERCHANTS

SUMMARY:

The Placita Santa Fe Merchants Association ("Merchants Association") is planning to hold the annual Tamale Festival on Wednesday, December 11, 2019 in the historic Downtown area. In order to facilitate this event, certain regulatory ordinances must be temporarily suspended. In addition, due to the size and location of the event, City support services including Police, Public Works, and Community Services will be needed. Based on the average event costs over the last three (3) years, the estimated cost of these services is approximately $12,300. The Merchants Association has committed to reimburse the City a total of $8,000 for these costs, thereby covering approximately 65 percent of the total event costs. This item requests the adoption of a resolution temporarily suspending certain regulatory ordinances to allow the Tamale Festival to be held on December 11, 2019.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve the Placita Santa Fe Merchants Association Tamale Festival on December 11, 2019, contingent upon the Merchants Association continuing to work with City Staff to obtain all appropriate permits and insurance, and agreeing to follow all City regulations for the event and to reimburse the City $8,000 for approximately 65 percent of event costs; and

2. Adopt Resolution No. R-2019-XX, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory ordinance sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Tamale

Festival on December 11, 2019 on the 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue.

DISCUSSION:

The Tamale Festival will celebrate its 25th anniversary on Wednesday, December 11th in the City's Downtown area. The event is traditionally hosted by the Merchants Association with City Staff support from Police, Public Works, and Community Services Departments. The event includes food booths featuring local area restaurants, a visit and gifts from Santa Claus, as well as live musical entertainment. In addition, the Merchants Association sells beer and wine, which provides a fundraising opportunity to help offset the event costs.

The suspension of the following two (2) sections of the Placentia Municipal Code is necessary to conduct the event:

(1) Section 23.76.050 to allow for amplified sound which may exceed the noise level standards on Santa Fe Avenue and Bradford Avenue; and

(2) Section 10.28.010 to allow the consumption of alcohol on public property.

The attached Resolution temporarily suspends the two sections of the Placentia Municipal Code to facilitate the event.

FISCAL IMPACT:

The estimated General Fund cost for Police, Public Works, and Community Services personnel and equipment that will be needed to support the Tamale Festival event is approximately $12,300. The Merchants Association is working to acquire donations and sponsorships to offset event costs and has committed to reimburse the City $8,000 for a net General Fund cost of $4,300.

Prepared by:

Felipe Zambrano
Community Services Coordinator

Reviewed and approved:

Veronica Ortiz
Community Services Supervisor

Reviewed and approved:

Karen Crocker
Interim Director of Community Services

Reviewed and approved:

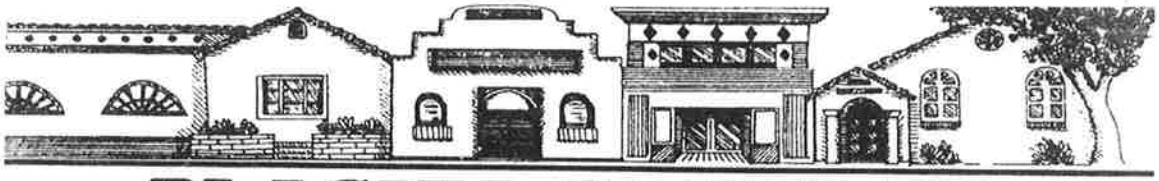
Kim Krause
Director of Finance

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Correspondence from Placita Santa Fe Merchants
2. Resolution No. R-2019-XX – Temporary Suspension of Regulatory Ordinance



PLACITA SANTA FE

June 1, 2019

Mr Felipe Zambrano
City of Placentia
401 E Chapman Ave
Placentia, CA 92870

Dear Mr. Zambrano

RE: Request for Continued Support of Tamale Festival /Holiday Tree Lighting 2019 Old Town

The Placita Santa Fe Merchants are very pleased and excited to announce the upcoming 25th Annual Tamale Festival and Las Posadas on Wednesday, December 11th 2019, 4pm-10pm in the downtown area.

The merchants with the support of the City of Placentia have collaborated in providing continuous successful annual events in downtown for over twenty years. We are proposing to continue with our annual signature event and are seeking continued partnership with the City of Placentia. Last year's event was once again a great success for our City and we received nothing but positive remarks!

This event has been very crucial and important to Placentia's downtown for many reasons, but largely because it provides an excellent opportunity to showcase the downtown area in a very positive light. Our downtown area still struggles to be as economically vital as other neighboring cities. Our events bring in new clientele to the area and reminds those that know about us but do not shop and dine in the downtown that we are still there. The downtown area is one of Placentia's hidden treasures that can be turned around and be propelled to be just as economically vibrant and revitalized as any other surrounding city. The progress that has been made in the downtown up to now, such as the Melrose Underpass, Clementine Homes and the completion of the Pedestrian Bridge and the proposed Metro Link Station and Parking Structure, TOD are testaments that we are going in the right direction. Regrettably, many city residents have never even seen these completed projects and we want to change that . We want to spark interest to the downtown area so that residents make it a habit of coming down throughout the year and not just on special occasions. Economic leakage diminishes when our own City residents spend inside of our own City and we also draw tax revenue from non-residents spending in Placentia.

Attendance at our Tamale Fest continues to grow each year and we can draw as many as 15,000 + persons. We believe that our Tamale Festival, is probably the second largest in Southern California next to the Indio Tamale Fest. While we continue to grow each year we are very proud of the great reputation we have achieved. The City of Placentia has been instrumental in partnering with the downtown merchants and together we have

achieved this success. We are, however, in a position where we cannot sustain these events by ourselves, therefore, that is why we ask for continued collaboration from the City.

As prosperity arrives to the future of Downtown area, we would anticipate additional continued events such as Farmers Markets, Strawberry Festival, Orange Festival, Dia de Los Muertos and other monthly attractions in order to be able to compete with surrounding Downtowns. The projected Metro Link Station, Parking Structure and TOD developments should also be a great vehicle for revitalization of the area and help inject a new life to our community.

Following is a list of the scope of the event and the services that we would request assistance from the City in order to obtain the same level of quality service for the Annual Tamale Festival 2019.

DESCRIPTION OF EVENT:

25th ANNUAL TAMALE FESTIVAL AND LAS POSADAS & HOLIDAY TREE LIGHTING

DATE: Wednesday, December 11, 2019
TIME: 4PM-10PM
LOCATION: Old Town Placentia
ACTIVITIES:

- Food, craft, display and game booths,
- Live entertainment in staged area,
- Beer and Wine Booths,
- Posada
- Santa Claus Village (Placentia Rotary has committed to providing Santa Claus, providing toys for the children, setup and staging of elves.)
- Holiday Tree Lighting
- Decoration of Main Stage

REQUEST FOR SERVICES NEEDED FROM THE CITY OF PLACENTIA
AT A TOTAL COST OF $8,000.00 TO BE PAID BY THE
PLACITA SANTA FE MERCHANTS ASSOCIATION

Department of Community Services:
Provide a Staff liaison, Felipe Zambrano, to be a member of the planning committee

Mr. Zambrano to be in attendance for event & provide:
Direction for set-up, logistics of event, teardown
Provide assistance with red-shirts on day of event for set-up & teardown
Advertise in Placentia Quarterly and City Website, Lamar and Premiere Marquee
Assist in Vendor notification and vendor check-in and parking
Provide communication with Valencia High School to allow parking for shuttle buses.
Provide Shuttle Service to event

Provide First Aid Station
Provide Banner space on Kraemer Blvd. and Chapman Aves.
Other support you may feel necessary

Department of Public Works:
Provide cones and signs in appropriate streets notifying of street closure day of.
Close off all required streets.
Provide Barricades
Provide services for clean up during and after event
Provide Street sweepers after event.
Other support you may feel necessary.

Police Department:
Provide event patrol during event.
Provide Explorers or cadets during event.
Other support you may feel necessary.

Payment:
Payment for said services will be a total of $8,000.00 from the Placita Santa Fe Merchants to the City of Placentia. We would like to request to make payments as follows:
$2,000 by end of December.
$3,000 by mid January
$3,000 by end of January

It is also our intent to obtain an ABC permit to sell beer and wine at event and this will be done in accordance with the guidelines of The City of Placentia and Department of ABC as we have always done in the past.

I would like to express my sincere gratitude to the City of Placentia and City Council for all past support in helping us make these events tremendously successful. Showcasing the downtown area and bringing the community together in these family events is very important to all of us. Thank you for your consideration.

Best Regards,

Rosalina Davis, Chairperson
25th Annual Tamale Festival

RESOLUTION NO. R-2019-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA. CALIFORNIA AUTHORIZING THE TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTIONS 23.76.050 AND 10.28.010 OF THE PLACENTIA MUNICIPAL CODE FOR THE OPERATION OF THE TAMALE FESTIVAL ON DECEMBER 11, 2019 ON THE 100 AND 200 BLOCKS OF SANTA FE AVENUE AND THE 200 BLOCK OF BRADFORD AVENUE

A. Recitals.

(i) The City of Placentia adopted Ordinance No. O-2008-10 which amended Title 1 of the Placentia Municipal Code by adding Chapter 1.14 allowing the City Council the discretion to temporarily suspend specific Ordinances during special events when it has been determined that the public welfare and interest will be served by such suspension.

(ii) The City Council finds that certain events of broad public interest may benefit the City and the City's economy by attracting large numbers of visitors, by generating favorable publicity, and by enhancing a marketable image for the City.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The City temporarily suspends Placentia Municipal Code Section 23.76.050 relative to use of amplified music which may exceed the noise standards during the Tamale Festival on 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue on Wednesday, December 11, 2019, from 4:00 p.m. to 10:00 p.m.

3. The City temporarily suspends Placentia Municipal Code Section 10.28.010 relative to the controlled use of alcohol in a public place during the Tamale Festival on 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue on Wednesday, December 11, 2019, from 4:00 p.m. to 10:00 p.m.

4. The specified sections of the Placentia Municipal Code (Sections 23.76.050 and 10.28.010) shall remain in full force and effect throughout the remainder of the City.

5. This Resolution shall take effect from and after its date of adoption.

PASSED, ADOPTED AND APPROVED this 15th day of October 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 15th day of October 2019, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettehnausen, City Attorney

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM DIRECTOR OF COMMUNITY SERVICES

DATE: OCTOBER 15, 2019

SUBJECT: **RESOLUTIONS AUTHORIZING APPROVAL OF GRANT APPLICATIONS FOR THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM**

FISCAL IMPACT:	EXPENSE:	$12,511,000	PARK IMPROVEMENT EXPENSES
	BUDGETED:	$ 0	FY 2019-20 BUDGET (WILL REQUIRE BUDGET AMENDMENT)
	REVENUE:	$12,511,000	(PROP 68 STATE GRANT FUNDS)

SUMMARY:

In January, the California State Parks, Office of Grants and Local Services (OGALS) announced the Statewide Park and Community Revitalization Program (SPP). This competitive grant program will provide funds to create new parks, expand existing parks, and/or renovate existing parks in critically underserved communities across California. Multiple rounds of grant funding are available. For round one (1), approximately $134,000,000 is available during the period of July 2018 through June 2022 for renovations of existing parks. In order to finalize the submitted grant applications, the City Council must adopt resolutions approving the projects. For these applications, the City is requesting grant funds for various improvements at several community parks. These grants do not require a City match.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Adopt Resolutions Nos. R-2019-XX through R-2019-XX, Resolutions of the City Council of the City of Placentia, California, approving the applications for the Statewide Park Development and Community Revitalization Program grant funds for Jaycee Parkette, Kraemer Memorial Park, La Placita Parkette, McFadden Park, Parque De Los Ninos, and Santa Fe Park; and

2. Determine that these projects are exempt from Environmental Review pursuant to Sections 15332, 15301 and 15304 of the CEQA Guidelines, and direct Staff to file a Notice of Exemption; and

3. Authorize the City Administrator, and/or his designee, to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

In January 2019, the California State Parks, Office of Grants and Local Services announced the 2019 Statewide Park Development and Community Revitalization Program (SPP). Funds for this program are provided through Proposition 68 (Prop 68). California voters passed Prop 68 in June 2018 to safeguard natural resources, such as parks, and safe drinking water. Approximately $134,000,000 of Prop 68 funds have been allocated to the State of California and Recreation Office of Grants and Local Services to renovate existing parks throughout California.

This competitive grant program will provide funds to create new parks, expand existing parks, and/or renovate existing parks in critically underserved communities. The maximum grant request per site is $8,500,000 and no match funding is required. In order to be eligible, sites must meet at least one of the required criteria below:

- Median household income must be below $51,026 within the project's half-mile radius.
- Park acreage per every 1,000 residents must be below three (3) within the project's half-mile radius.

After careful consideration of the criteria listed above, Staff recommended to the City Council that the proposed grant applications be submitted for renovations of six (6) existing parks. The Council approved the submission of the grant applications at the April 11, 2019 City Council meeting.

Community meetings were held following the approval of the grant applications at the proposed project sites, from May 2019 to July 2019. After discussing the proposed projects with community members, the final project amenities were established.

Kraemer Memorial Park
Currently, the Teen Center and the Backs Community Building are located at Kraemer Memorial Park. Based on community need and in an effort to better utilize these locations, renovations would include the expansion of the Backs Building and building improvements to the Teen Center. The expansion of the Backs Building would allow the relocation of the Senior Center from the Powell Building to the Back Building. Total requested funding for this project is $7,200,000.

Santa Fe Park
Residents at the Santa Fe Park community meetings recommended the City consider adding shaded picnic areas and a restroom to the park. If funded, the renovations at Santa Fe Park will include the removal and replacement of a playground and new rubberized surfacing, the addition of two (2) new shade structures, and the addition of a prefabricated restroom building. Total requested funding for this project is $870,000.

Parque de los Niños
After community discussions at Parque de los Niños, it was determined that the park renovations should include the removal and replacement of the existing playground and rubberized surfacing, addition of new lighting, addition of shaded picnic structures, park benches, addition of a

prefabricated outdoor restroom, renovation of the existing ball field, and the addition of landscaping throughout the park. Total requested funding for this project is $1,431,000.

Jaycee Parkette

Jaycee Parkette serves as one of the City's "pocket parks" and is located in the La Jolla neighborhood. Residents of the neighborhood recommended the City consider adding lighting and park benches and tables. If funded, renovations to Jaycee Parkette would include removal and replacement of the existing playground and rubberized surfacing; and the addition of efficient irrigation, landscaping, and lighting. Total requested funding for this project is $610,000.

La Placita Parkette

Also located in the La Jolla neighborhood of the City, La Placita Parkette serves the hundreds of students that attend Melrose Elementary School and Valadez Academy. During the community meetings, residents requested the City consider adding lighting and removable bollards to the park site as added safety measures. Renovations would include the removal and replacement of the existing playground and rubberized surfacing, addition of water efficient irrigation, landscaping, addition of removable bollards at the park entry, decorative fencing, and new park lighting. Total requested funding for this project is $640,000.

McFadden Park

The Neighborhood Services Division operates at McFadden Park and provides assistance programs to all residents. Due to the many services provided, the park is highly utilized and features a Community Room, swimming pool, and outdoor exercise equipment. Residents of the area suggested that the City consider renovating the playground, adding landscaping and irrigation, a prefabricated restroom building, a shaded picnic structure, and renovation of the under-utilized empty field space located on the east end of the park. Total requested funding for this project is $1,760,000 and would include the addition of a futsal/soccer field.

CEQA

Staff finds that the projects would be exempt from the California Environmental Quality Act (CEQA) under Title 14, California Code of Regulations Sections 15332 as In-Fill Development, 15301 as an existing facility, and 15304 as a minor alteration to land. The projects involve replacement of existing dilapidated playgrounds, rubberized surfacing, park benches, shade structures, lighting, water fountains, and picnic tables. Additionally, the project located at Kramer Memorial Park involves renovation of the exiting Backs Building and Teen Center. In applying the in-fill exemption, the projects consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations is less than five (5) acres surrounded by urban uses; the proposed development occurs within city limits on a project site of no more than five (5) acres substantially surrounded by urban uses; has no value as endangered species habitat; will not result in significant effects related to traffic, noise, air quality, or water quality and can be adequately served by all required utilities and public services. In applying the existing facilities exemption, the proposed renovations and equipment replacements of the projects constitute a minor alteration of existing parks. The minor alterations to land exemption applies in that the projects involve a minor alteration to the land that will not result in the removal of healthy, mature, scenic trees.

FISCAL IMPACT:

The total cost of the six (6) proposed projects is $12,511,000. Should the City be awarded the grants a budget amendment will be necessary in order to adjust the revenues and corresponding expenditures in the FY 2019-20 Budget. The City is not required to provide any matching funds for these grants.

Prepared by:

Veronica Ortiz
Community Services Supervisor

Reviewed and approved:

Karen Crocker
Interim Director of Community Services

Reviewed and approved:

Kim Krause
Director of Finance

Reviewed and approved:

Damien R. Arrula
City Administration

Attachments:

1. Resolution R-2019-XX – Approving Application for Prop 68 Funds Jaycee Parkette
2. Resolution R-2019-XX – Approving Application for Prop 68 Funds Kraemer Memorial Park
3. Resolution R-2019-XX – Approving Application for Prop 68 Funds La Placita Parkette
4. Resolution R-2019-XX – Approving Application for Prop 68 Funds McFadden Park
5. Resolution R-2019-XX – Approving Application for Prop 68 Funds Parque De Los Ninos
6. Resolution R-2019-XX – Approving Application for Prop 68 Funds Santa Fe Park

RESOLUTION NO. R-2019-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS – JAYCEE PARKETTE

A. Recitals

(i). WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

(ii). WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

(iii). WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

B. Resolution

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY: APPROVE THE FILING OF AN APPLICATION FOR THE JAYCEE PARKETTE; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

3. Certifies that said Applicant reviewed, understands, and agrees to the General Provision contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the City Administrator to conduct all negotiation, sign and submit all documents, including, but not limited to applications, agreements; amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulation and guidelines.

6. Will consider promoting inclusion per Public Resources Code 80001(b)(8 A-G).

APPROVED and ADOPTED this 15h day of October 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution R-2019-52 was adopted at a regular meeting of the City Council held on the 15th day of October 2019 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2019-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS – KRAEMER MEMORIAL PARK

A. Recitals

(i). WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

(ii). WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

(iii). WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

B. Resolution

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY: APPROVE THE FILING OF AN APPLICATION FOR THE KRAEMER MEMORIAL PARK; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

3. Certifies that said Applicant reviewed, understands, and agrees to the General Provision contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the City Administrator to conduct all negotiation, sign and submit all documents, including, but not limited to applications, agreements; amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulation and guidelines.

6. Will consider promoting inclusion per Public Resources Code 80001(b)(8 A-G).

APPROVED and ADOPTED this 15th day of October 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution Number R-2019-53 was adopted at a regular meeting of the City Council held on the 15th day of October 2019 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2019-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS – LA PLACITA PARKETTE

A. Recitals

(i). WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

(ii). WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

(iii). WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

B. Resolution

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY: APPROVE THE FILING OF AN APPLICATION FOR THE LA PLACITA PARKETTE; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

3. Certifies that said Applicant reviewed, understands, and agrees to the General Provision contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the City Administrator to conduct all negotiation, sign and submit all documents, including, but not limited to applications, agreements; amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulation and guidelines.

6. Will consider promoting inclusion per Public Resources Code 80001(b)(8 A-G).

APPROVED and ADOPTED this 15th day of October 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution Number R-2019-54 was adopted at a regular meeting of the City Council held on the 15th day of October 2019 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2019-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS – MCFADDEN PARK

A. Recitals

(i). WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

(ii). WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

(iii). WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

B. Resolution

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY: APPROVE THE FILING OF AN APPLICATION FOR THE MCFADDEN PARK; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

3. Certifies that said Applicant reviewed, understands, and agrees to the General Provision contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the City Administrator to conduct all negotiation, sign and submit all documents, including, but not limited to applications, agreements; amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulation and guidelines.

6. Will consider promoting inclusion per Public Resources Code 80001(b)(8 A-G).

APPROVED and ADOPTED this 15th day of October 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution Number R-2019-55 was adopted at a regular meeting of the City Council held on the 15th day of October 2019 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-20119-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS – PARQUE DE LOS NINOS

A. Recitals

(i). WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

(ii). WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

(iii). WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

B. Resolution

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY: APPROVE THE FILING OF AN APPLICATION FOR THE PARQUE DE LOS NIÑOS; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

3. Certifies that said Applicant reviewed, understands, and agrees to the General Provision contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the City Administrator to conduct all negotiation, sign and submit all documents, including, but not limited to applications, agreements; amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulation and guidelines.

6. Will consider promoting inclusion per Public Resources Code 80001(b)(8 A-G).

APPROVED and ADOPTED this 15th day of October 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution Number R-2019-56 was adopted at a regular meeting of the City Council held on the 15th day of October 2019 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2019-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS – SANTA FE PARK

A. Recitals

(i). WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

(ii). WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

(iii). WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

B. Resolution

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY: APPROVE THE FILING OF AN APPLICATION FOR THE SANTA FE PARK; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

3. Certifies that said Applicant reviewed, understands, and agrees to the General Provision contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the City Administrator to conduct all negotiation, sign and submit all documents, including, but not limited to applications, agreements; amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulation and guidelines.

6. Will consider promoting inclusion per Public Resources Code 80001(b)(8 A-G).

APPROVED and ADOPTED this 15th day of October 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution Number R-2019-57 was adopted at a regular meeting of the City Council held on the 15th day of October 2019 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: OCTOBER 15, 2019

SUBJECT: **RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION TO THE STATE OF CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT FOR THE SB 2 PLANNING GRANT PROGRAM**

FISCAL IMPACT:			
	EXPENSE:	$160,000	COMMUNITY DEVELOPMENT PROJECTS
	BUDGETED:	$ 0	FY 2019-20 BUDGET (WILL REQUIRE BUDGET AMENDMENT, IF AWARDED)
	REVENUE:	$160,000	GRANT FUNDING

SUMMARY:

The 2017 Legislative Housing Package ("Package") included fifteen (15) bills initiating new regulations and providing new financial resources aimed at addressing California's housing crisis. The Package provided statewide initiatives and regulations to streamline the approval process for housing development, including the creation of funding for housing. Senate Bill No. 2 (SB 2) imposed a fee on the recordation of real estate documents to provide funding to support affordable housing. The funds from the first year of the fees would be allocated to local governments via planning grants intended to help jurisdictions accelerate and facilitate housing production. Small sized jurisdictions such as Placentia can apply for and receive up to $160,000 for housing planning grants. Staff proposes to request the full $160,000 to fund up to two (2) projects: 1) permit tracking software and 2) an update to the City's Housing Element. The grant monies can be used to fund a portion or all of these projects at the discretion of the City as long as they result in encouraging housing production.

RECOMMENDATION:

It is recommended that the City Council take the following action:

1. Adopt Resolution No. R-2019-XX, A Resolution of the City Council of the City of Placentia, California authorizing application for, and receipt of, SB 2 Planning Grants Program Funds; and

2. Authorize the City Administrator or his designee to apply for the California Department of Housing and Community Development (HCD) SB 2 Planning Grants Program (PGP) in the amount of $160,000; and

3. Authorize the City Administrator or his designee to execute the necessary documents, in a form approved by the City Attorney.

BACKGROUND:

SB 2, the Atkins, Building Homes and Jobs Act, made legislative findings and declarations to establish a permanent, ongoing source of funding to support the production of affordable housing. The bill, which became effective on January 1, 2018, gave the County of Orange the ability to impose a recordation fee on real estate documents. For the recordation of each real estate document, the County can impose a fee of $75 (not to exceed $225) to each parcel of the real property. As a one-time component of SB 2, 50 % of the fees collected from all Counties in 2018 were allocated to the SB 2 PGP funds, which is intended to provide technical and financial assistance to jurisdictions. The State distributes grant funds through a noncompetitive application process, to help jurisdictions finance the preparation, adoption, or implementation of plans that streamline housing approvals or accelerate housing production. Additional information on the SB 2 PGP program can be found on the program webpage: http://hcd.ca.gov/grants-funding/active-funding/planninggrants.shtml.

The California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) on March 28, 2019, identifying the amount of $123 million available to local governments under the SB 2 PGP. Funding for each locality is based on population estimates published by the Department of Finance. The City of Placentia is defined as a small sized locality, with a population less than 60,000 people, thus the maximum award the City can receive is $160,000. The table below shows the minimum and maximum award amounts for the three-different types of localities.

Table 1: Minimum and Maximum Award Amounts

All Localities	Large Localities	Medium Localities	Small Localities
	More Than 200,000 People	60,000-200,000 People	Less Than 60,000 People
Minimum Award Amount $25,000	Maximum Award Amount: $625,000	Maximum Award Amount: $310,000	Maximum Award Amount: $160,000

Provided by HCD's Minimum and Maximum Award Amounts

DISCUSSION:

To be eligible for a planning grant, the City's proposed projects must demonstrate a nexus to housing production acceleration or meet the State's proposed Priority Policy Area (PPA) categories. Applications proposing a project that falls into one of the PPA categories are looked upon favorably; the project is automatically deemed as one that would accelerate housing production, and one that does not need to demonstrate further benefits or provide further documentation in the application. As defined by HCD, PPAs feature one of the following zoning, design, and policy characteristics:

- Rezone to permit housing by-right
- Objective design and development standards
- Specific plans or form-based codes coupled with California Environmental Quality Act (CEQA) streamlining
- Accessory dwelling units (ADU) or other low-cost building strategies
- Expedited processing
- Housing related infrastructure financing and fee reduction strategies

As part of the grant application process, HCD requires that the City Council adopt a resolution authorizing application for, and receipt of, PGP funds.

The SB 2 PGP funds are flexible and allow jurisdictions to use funds for the creation of programs and policies that facilitate housing production. Because the grant is intended to increase housing production, the City is given some flexibility in allocating the funding within the two identified projects if approved. The City can make modifications based on the final scopes of work and the ability to accomplish tasks given allocated funding and timeline. The two projects Staff proposes for the PGP application are aimed at providing additional resources to encourage housing production. Both projects are consistent with the State's PPAs, and both have a direct nexus to accelerating housing development.

Proposed Project No. 1 is the purchasing and implementation of planning, building, and housing related activity tracking software with an estimated project cost of $100,000. This project will allow the City to expedite the processing of housing development as the City currently does not have any type of software for development processing and tracking. Proposed Project No. 2 is an update of the City's Housing Element, estimated project cost is $60,000. This project will also directly result in the production of housing as the updated Element will address housing needs citywide in conformance with the new guidelines and Regional Housing Needs Assessment (RHNA) numbers that are anticipated to be adopted by HCD and the Southern California Association of Governments (SCAG) in the coming months.

The planning projects proposed in the grant application are consistent with the updated General Plan and will result in an updated, State certified Housing Element for the upcoming planning cycle starting in 2022. The actions recommended in this report would support the development of housing production, diversity of the City's housing stock, and ADU development. Additionally, the existing and proposed Housing Element will both provide specific goals and programs to encourage such planning projects.

ENVIRONMENTAL:

The actions recommended in this report are exempt from review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3). The actions would initiate a grant application process and planning processes and are not formative of any specific outcome. Any proposed changes to the General Plan or Municipal Code resulting from the two proposed projects would be subject to CEQA public review process prior to Council adoption.

FISCAL IMPACT:

The potential grant award for the purchase of permit tracking software and updating the City's Housing element is anticipated to be $160,000. Should the City be awarded this grant, a budget amendment will be necessary in order to recognize the State Grant revenue and appropriate the corresponding expenditures in the Fiscal Year 2019-20 Budget. The City is not required to provide any matching funds for this grant.

Prepared by:

Joseph M. Lambert
Director of Development Services

Reviewed and approved:

Kim Krause
Director of Finance

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:

Resolution No. R-2019-XX – SB 2 Planning Grants Program Funds

RESOLUTION NO. R-2019-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS

A. Recitals

(i). WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

(ii). WHEREAS, the City Council of the City of Placentia desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

(iii). WHEREAS, the Department is authorized to provide up to $123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

B. Resolution

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Administrator and/or his designee is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of $160,000.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the City Administrator and/or his designee is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of $160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents")

SECTION 3. The City of Placentia shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City of Placentia hereby

agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The City Administrator and/or his designee is authorized to execute the City of Placentia Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City of Placentia as required by the Department for receipt of the PGP Grant.

SECTION 5. Based upon the environmental review of the project, the City Council finds that this action is exempt from review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Sections 15061(b)(3). The actions would initiate a grant application process and planning processes and are not determinative of any specific outcome. Any proposed changes to the General Plan or Municipal Code resulting from the two proposed projects would be subject to CEQA public review process prior to Council adoption.

APPROVED and ADOPTED this 15th day of October 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution R-2019-58 was adopted at a regular meeting of the City Council held on the 15th day of October 2019 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: OCTOBER 15, 2019

SUBJECT: **PURCHASE OF A NEW POLICE SWAT TRUCK USING FUNDS FROM MEASURE U AND PUBLIC SAFETY COMMUNITY FACILITIES DISTRICT**

FISCAL IMPACT: EXPENSE: NOT TO EXCEED $85,000
BUDGETED: $55,000 FY 2019-20 MEASURE U FUND (798004-6842)
$30,000 FY 2019-20 PUBLIC SAFETY CFD FUND (558004-6842)

SUMMARY:

The Police Department is a founding member of the regional North County Special Weapons and Tactics team (NCSWAT). The Department's SWAT team vehicle is over ten years old, has well over one hundred thousand (100,000) miles on it, and is past its operational lifespan. This vehicle needs to be replaced due to the cost of maintenance, high mileage, and deteriorated condition. This action will approve the purchase of a new specialty SWAT truck. Measure U Funds and Public Safety Community Facilities District Funds allocations allow for front-line law enforcement use and the appropriated funds are sufficient for these anticipated purchases in the Fiscal Year (FY) 2019-20 Capital Improvement Program budget.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve the purchase of a new specialty SWAT truck from National Auto Fleet Group totaling $74,494.03; and

2. Approve the use of West Coast Lights & Sirens, Inc. as the designated company for the purchase and installation of the required emergency equipment totaling $10,505.62; and

3. Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The Department currently has one Sergeant and five Police Officers assigned to the Department SWAT team which is a member of the regional North County SWAT team (NCSWAT). The

Sergeant and officers are designated SWAT Operators and assigned a vehicle to transport team members and their extensive equipment to critical incidents requiring a tactical team.

The current SWAT vehicle is a 2008 Chevrolet Tahoe SUV. This vehicle has well over one hundred thousand (100,000) miles on it and is frequently being repaired due to its long use. It is also too small to transport all the necessary equipment for optimum tactical operations. The Chevrolet Tahoe was recently transferred from Emergency Operations for use with the SWAT team because the SWAT team's previous vehicle, a 2000 Ford E150 van, was nearly twenty (20) years old, had several mechanical problems, a rusted and leaking roof, and was no longer useable for SWAT operations. Both vehicles are past their lifespan and are potential hazards to the assigned officers. The SWAT team truck needs to be replaced due to the cost in maintenance, high mileage, and poor condition of the current vehicles.

PROCUREMENT:

The Police Department contacted National Auto Fleet Group for a bid on a replacement SWAT truck. The attached quote for a new 2020 Ford F550 Crew Cab truck includes the current paint scheme used and modifications to the truck body to make it suitable for tactical operations.

The truck will be outfitted with the emergency equipment needed for front line service within SWAT operations, a standard process within law enforcement. Emergency equipment such as lights/siren, radio, public address system, and stored equipment are installed. Historically, this agency would use some of the emergency equipment from the current vehicle and have it installed on the new vehicle because its lifespan was longer than the vehicle. Items such as unit radios and emergency lighting could be reused depending on age, technology capability, or conformity to the new vehicle platform. Some of the equipment on the current SWAT vehicles cannot be used on the new Ford F550 and some of the equipment has outlived its useful life span.

The Police Department has used West Coast Lights & Sirens, Inc. ("West Coast") since 2009 for emergency vehicle outfitting because of their pricing, attention to detail, thoroughness, and consistency in setting up each vehicle similarly. Although there are several different vendors that work within this industry, West Coast provides a unique and complex wiring system that is color-coded and matched to different components mounted on or in the vehicle that is cabled and stored in one location. Each of our current vehicles has been outfitted by this company and it is beneficial to the Police Department and City to have consistency within fleet maintenance for vehicles involved in emergency services.

In addition, West Coast is an exclusive and authorized distributor for some parts and offers reduced pricing to their customers allowing West Coast to purchase directly from the manufacturer and reducing delivery time to complete projects for customers. Because this company has outfitted our current fleet, they will be able to understand and maneuver through the old vehicle's systems with ease and speed. Based on being an exclusive and authorized distributor and for continuity among police emergency vehicles, it is recommended that the City approve the use of West Coast for the installation of emergency equipment on the new SWAT truck.

SELECTION PROCESS:

For this purchase, Staff evaluated the Ford 550 truck, one of the primary vehicle models currently utilized in SWAT operations. Staff deemed the Ford F550 to be a suitable vehicle for tactical operations due to its ideal size for equipment transport, reliability record, lower maintenance costs, and a more comfortable ride for SWAT operators. Additionally, this Ford F550 vehicle is already being used successfully by other teams on NCSWAT.

Staff received three (3) bids from Ford dealerships for a Ford F550 Crew Cab truck with the same specifications, equipment, and features (see attached quotes).

National Auto Fleet Group (Wondries)	$74,494.03
Tuttle Click Automotive Group	$81,792.25
Fairway Ford	$83,747.58

The City of Placentia Municipal Code 3.95.020 "Award of Local Business Preference Program" allows for a "five (5) percent price advantage" for local businesses. Even with the "five (5) percent price advantage", Fairway Ford remained a higher bid than National Auto Fleet Group.

Staff recommends replacing our current SWAT vehicle with the Ford F550 Crew Cab truck. Staff further recommends purchasing the Ford F550 Crew Cab truck from National Auto Fleet Group, the lowest bid received.

FISCAL IMPACT:

Funds were appropriated in the FY 2019-20 Budget from the Measure U Fund and the Public Safety Community Facilities District Fund for the purpose of purchasing and upfitting a SWAT Van. The lowest quote received for the Ford F550 truck is in the amount of $74,494.03 from National Auto Fleet Group. A quote was also received from West Coast to install the emergency equipment. This quote is $10,505.62. It is anticipated that the total amount needed to purchase the truck and install emergency equipment will not exceed the Fiscal Year 2019-20 Adopted Budget of $85,000.

Prepared by:

D. L. FOR JK

Julie Kennicutt
Senior Management Analyst

Reviewed and approved:

D. L.

Darin Lenyi
Chief of Police

Reviewed and approved:

Kim Krause
Director of Finance

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Quote from National Auto Fleet Group
2. Quote from Tuttle Click Automotive Group
3. Quote from Fairway Ford
4. Quote from West Coast Lights & Sirens for Emergency Equipment

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

August 15, 2019

Ms. Julie Kennicutt
Placentia police Dept.
401 E Chapman Ave
Placentia, Ca 92870
Delivery Via Email

Dear, Ms. Kennicutt

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Placenta, new/unused 2020 Ford F-550 Crew Cab Chassis responding to your requirement with the attached specifications for $49,109.00 plus upfit, State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

Truck Price	49,109.00
Harbor Body	19,380.00
Sub Total	68,489.00
Sales Tax 8.75%	5,992.78
Tire Tax	12.25
Total	74,494.03

Terms are net 30 days.
Delivery for truck only 90-110 Days ARO
Project delivery 120-180 Days Aro
National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O
714-264-1867 C
626-380-1174 F
Buzzard5150@gmail.com

Sales Quote

Harbor TRUCK & VAN

255 Voyager Ave
Brea, CA 92821
Phone: 714-996-0411
Fax: 714-996-0695

Sales Quote: SQ27180
Sales Quote Date: 7/9/2019
Inside Sales Rep.: TONY ANDERSON

Sell To: PLACENTIA SWAT

, CA

Ship To: WONDRIES FORD
DEALER #71E061
1330 W. MAINS STREET
ALHAMBRA, CA 91801

Tax Ident. Type: Legal Entity

Ship Via: HARBOR
Terms: 2% 10 Days, Net 30
Location: BREA
Territory: REGION 1

Customer ID: FLF06
Dealer Number:
SalesPerson: JEFF
VIN:

Harbor Truck Bodies Is Not Held Responsible for any items not listed on this order/quote.

Pricing on quote is valid 30 days from sales quote date.

Item No.	Description	Exp. Notes	Unit	Qty.	Unit Price	Net Price
FORD-084-C-DRW-DSL	FORD 84" CA CREW CAB DRW DIESEL-		EACH	1		
SEO_132	12 FT WORKMASTER - MASTERLOCK, GRAB HANMDLES AND LED INTERIOR LIGHTS - TAPERED SIDES AND FLAT ROOF (SNIPER TRAP DOOR)	NO INTERIOR HOOKS OR REAR ACCESS SOOR	EACH	1		
D33E	MASTER LOCK 132"L WORK MASTER, HANDLE STYLE		EACH	1		
SS20-C	DOOR, REAR ACCESS IN END PANEL 16"H X 10-1/2"W. MOUNTED CURB SIDE		EACH	1		
SS27A	INTERIOR LIGHTS, (2) LED FLUSH MOUNT CARGO LIGHT		EACH	1		
MGRAB-WM	GRAB HANDLES, CHROMES SET OF 2 FOR WORK MASTER		EACH	1		
Z11-FD/BRUL96-08-LED	MOUNT U-RECESS BUMPER W/ 8" STEP & LED LIGHTS		EACH	1		
SEO_1	PAINT BLACK	Y11BLACK	EACH	1		
SEO_2	SNIPER DOOR - ROOF ACCESS		EACH	1		
SEO_3	FRONT FOLDDOWN - SNIPER STAND		EACH	1		
SEO_4	BOTH SIDES REAR FOLD DOWN BENCHES		EACH	1		
SEO_5	FRONT COMPARTMENT WITH SLIDING DOOR - LOCKABLE		EACH	1		
SEO_6	EXTRA SHELVES AND PARTITIONS INTERIOR OF WORKMASTER		EACH	1		
SEO_7	INTERIOR COMPARTMENT LIGHTS WITH PUSH PULL SWITCH	8 EXTERIOR COMPARTMENTS	EACH	1		

Amount Subject to Sales Tax: 0
Amount Exempt from Sales Tax: 17,880.10
Authorized Signature _____ Date _____
Dealer VIN/VON _____
P.O.# _____

Subtotal:
Invoice Discount:
Total Sales Tax _____
Total:

ATTACHMENT 1

TUTTLE-CLICK AUTOMOTIVE GROUP

FLEET DEPARTMENT

PLACENTIA POLICE DEPARTMENT

QUOTE

2020 FORD F550 CREWCAB WITH HARBOR SWAT TRUCK BODY
203" WHEELBASE
6.7L DIESEL/ 10-SPEED AUTOMATIC TRANSMISSION
4.88 LIMITED SLIP REAR AXLE
PAYLOAD UPGRADE PACKAGE 19,500 GVWR
POWER WINDOWS, DOOR LOCKS AND MIRRORS
REMOTE KEYLESS ENTRY
PLATFORM RUNNING BOARDS
SPARE WHEEL, TIRE AND JACK
PTO PROVISION
REARVIEW CAMERA PREP PACKAGE
397 AMP ALTERNATOR
AGATE BLACK EXTERIOR/ MEDIUM EARTH VINYL SPLIT BENCH
HARBOR BODY PER ATTACHED SPECS

Your price	$75,200.00
Sales Tax	6,580.00
CA Tire Fee	12.25

TOTAL PRICE $81,792.25

Quoted by
Sheri Schoonover
TUTTLE-CLICK FORD

Sheri Schoonover
Commercial Fleet Director
sschoonover@tuttleclick.com
Direct Phone: 949-472-5216 / Direct Fax: 949-472-5315

43 Auto Center Drive Irvine, CA 92618 (949) 472-5200 cabusinessoffice@tuttleclick.com
www.tuttleclick.com
CHRYSLER • JEEP • DODGE • RAM • FORD • LINCOLN • MAZDA • HYUNDAI

ATTACHMENT 2

Harbor TRUCK & VAN

255 Voyager Ave
Brea, CA 92821
Phone: 714-996-0411
Fax: 714-996-0695

Sales Quote

Sales Quote: SQ19915
Sales Quote Date: 12/3/2018
Inside Sales Rep.: Kimberly Bellamy

Sell To: Tuttle Click Ford

Ship To:
PLACENTIA POLICE DEPARTMENT
ATTN: CHRISTOPHER ANDERSON
PLACENTIA, CA 92870

Tax Ident. Type: Legal Entity
Ship Via:
Terms: 2% 10 Days, Net 30
Location: BREA
Territory: REGION 1

Customer ID: FLF06
Dealer Number:
SalesPerson: JEFF
VIN:

Harbor Truck Bodies is Not Held Responsible for any items not listed on this order/quote.
Pricing on quote is valid 30 days from sales quote date.

Item No.	Description	Exp. Notes	Unit	Qty.	Unit Price	Net Price
FORD-084-C-DRW-DSL	FORD 84" CA CREW CAB DRW DIESEL-		EACH	1		
HTWMCC144-23-TS74	12-FT Chassis Cab WorkMaster With 74-In I.D. Height & Tapered Sides. Includes 2 Full Length Fixed Shelves		EACH	1		
SEO_132	12 FT WORKMSTER - MASTERLOCK, GRAB HANDES AND LED INTERIOR LIGHTS - TAPERED SIDES & FLAT ROOF	NO INTERIOR LADDER HOOKS OR REAR ACCESS DOOR	EACH	1		
D3SE	MASTER LOCK 144"L WORK MASTER, HANDLE STYLE		EACH	1		
SS27A	INTERIOR LIGHTS, (2) LED FLUSH MOUNT CARGO LIGHT		EACH	1		
MGRAB-WM	GRAB HANDLES, CHROMES SET OF 2 FOR WORK MASTER		EACH	1		
Y118LACK	Painted Black		EACH	1		
Z11-FD/BRUL96-08-LED	MOUNT U-RECESS BUMPER W/ 8" STEP & LED LIGHTS		EACH	1		
SEO_1	SNIPER DOOR - ROOF ACCESS		EACH	1		
SEO_2	FRONT FOLDDOWN - SNIPER STAND		EACH	1		
SEO_3	BOTH SIDES REAR FOLD DOWN BENCHES	SEE PHOTO	EACH	1		
SEO_4	FRONT COMPARTMENT WITH MESH SLIDING DOOR - LOCKABLE	SEE PHOTOS	EACH	1		
SEO_5	EXTRA SHELVES AND PARTITIONS INTERIOR OF WORKMASTER	SEE PHOTOS	EACH	1		
SEO_6	INTERIOR LED COMPARTMENT LIGHTS WITH PUSH PULL SWITCH		EACH	1		

Amount Subject to Sales Tax
Amount Exempt from Sales Tax
Authorized Signature _____ Date _____
Dealer VIN/VON _____
P.O.# _____

ATTACHMENT 2

PLACENTIA
(A)

FAIRWAY Ford

1350 Yorba Linda Boulevard • Placentia • California • 92870
Tel: 714/ 579-3800 • Fax: 714/ 996-5610

VEHICLE ORDER CONFIRMATION 12/04/18 20:10:39
Dealer: F71009
==> 2020 ~~2019 F~~-SERIES SD Page: 1 of 2
Order No: 0000 Priority: B2 Ord FIN: QC015 Order Type: 5B Price Level: 930
Ord PEP: 660A Cust/Flt Name: PLACENTIA PO Number:

		RETAIL
W5G	F550 4X2 CRW CC	$42460
	203" WHEELBASE	
UM	AGATE BLACK	
A	VNYL 40/20/40	
S	MEDIUM EARTH GR	
660A	PREF EQUIP PKG	
	.XL TRIM	
572	.AIR CONDITIONER	NC
	.AM/FM STER/CLK	
99T	6.7L V8 DIESEL	9010
44W	6-SPEED AUTO	NC
TGJ	225 BSW AP 19.5	
X8L	4.88 LTD SLIP	360
90L	PWR EQUIP GROUP	1125
	TELE TT MIR-PWR	
18B	PLAT RUNNING BD	$445
	LESS TPMS	
	19500# GVWR PKG	
425	50 STATE EMISS	NC
512	SPARE TIRE/WHL2	350
61J	JACK	NC
63B	CLN IDLE DECAL	NC
	TOTAL BASE AND OPTIONS	56930
	TOTAL	56930

VEHICLE ORDER CONFIRMATION 12/04/18 20:10:46
Dealer: F71009
==> 2020 ~~2019~~ F-SERIES SD Page: 2 of 2
Order No: 0000 Priority: B2 Ord FIN: QC015 Order Type: 5B Price Level: 930
Ord PEP: 660A Cust/Flt Name: PLACENTIA PO Number:

		RETAIL
65Z	AFT AXLE TANK	NC
67B	DUAL XTR HD ALT	115
68M	PAYLD PLUS UPGR	1155
794	PRICE CONCESSN	
	REMARKS TRAILER	
872	RR CAM & PREP K	415
	SP DLR ACCT ADJ	
	SP FLT ACCT CR	
	FUEL CHARGE	
B4A	NET INV FLT OPT	NC
	PRICED DORA	NC
	DEST AND DELIV	1495
	TOTAL BASE AND OPTIONS	56930
	TOTAL	56930

SALES PRICE A $ 48,262.00
SALES PRICE B $ 28,736.00
8.75% SALES TAX $ 6737.33
CAL. TIRE FEE $ 12.25
DMV EXEMPT
TOTAL $ 83,747.58
EACH.

ATTACHMENT 3

PLACENTIA (B)

Sales Quote

Harbor TRUCK & VAN

255 Voyager Ave
Brea, CA 92821
Phone: 714-996-0411
Fax: 714-996-0695

Sales Quote	SQ19915
Sales Quote Date:	12/3/2018
Inside Sales Rep.:	Kimberly Bellamy

Sell To:
FAIRWAY FORD
DEALER #71D009
1350 YORBA LINDA BLVD
PLACENTIA, CA 92670
714 524 1200

Ship To:
FAIRWAY FORD
PLACENTIA POLICE DEPARTMENT
ATTN: CHRISTOPHER ANDERSON
PLACENTIA, CA 92870

Tax Ident. Type	Legal Entity	Customer ID	FLF06
		Dealer Number	
Ship Via		SalesPerson	JEFF
Terms	2% 10 Days, Net 30	VIN	
Location	BREA		
Territory	REGION 1		

Harbor Truck Bodies Is Not Held Responsible for any items not listed on this order/quote.

Pricing on quote is valid 30 days from sales quote date.

Item No.	Description	Exp. Notes	Unit	Qty.	Unit Price	Net Price
FORD-084-C-DRW-DSL	FORD 84" CA CREW CAB DRW DIESEL-		EACH	1		
HTWMCC144-23-TS74	12-FT Chassis Cab WorkMaster With 74-in I.D. Height & Tapered Sides. Includes 2 Full Length Fixed Shelves		EACH	1	11,328.10	11,328.10
SEO_132	12 FT WORKMSTER - MASTERLOCK, GRAB HANDES AND LED INTERIOR LIGHTS - TAPERED SIDES & FLAT ROOF	NO INTERIOR LADDER HOOKS OR REAR ACCESS DOOR	EACH	1	11,099.90	11,099.90
D35E	MASTER LOCK 144"L WORK MASTER, HANDLE STYLE		EACH	1		
SS27A	INTERIOR LIGHTS, (2) LED FLUSH MOUNT CARGO LIGHT		EACH	1		
MGRAB-WM	GRAB HANDLES, CHROMES SET OF 2 FOR WORK MASTER		EACH	1		
Y11BLACK	Painted Black		EACH	1	2,373.00	2,373.00
Z11-FD/BRUL96-08-LED	MOUNT U-RECESS BUMPER W/ 8" STEP & LED LIGHTS		EACH	1	194.60	194.60
SEO_1	SNIPER DOOR - ROOF ACCESS		EACH	1	600.60	600.60
SEO_2	FRONT FOLDDOWN - SNIPER STAND		EACH	1	548.80	548.80
SEO_3	BOTH SIDES REAR FOLD DOWN BENCHES	SEE PHOTO	EACH	1	464.10	464.10
SEO_4	FRONT COMPARTMENT WITH MESH SLIDING DOOR - LOCKABLE	SEE PHOTOS	EACH	1	677.60	677.60
SEO_5	EXTRA SHELVES AND PARTITIONS INTERIOR OF WORKMASTER	SEE PHOTOS	EACH	1	819.00	819.00
SEO_6	INTERIOR LED COMPARTMENT LIGHTS WITH PUSH PULL SWITCH		EACH	1	630.00	630.00

Amount Subject to Sales Tax	0	**Subtotal:**	**28,735.70**
Amount Exempt from Sales Tax	28,735.70	Invoice Discount:	0.00
Authorized Signature _____	Date _____	Total Sales Tax:	0.00
Dealer VIN/VON _____			
P.O.# _____		**Total:**	**28,735.70**

ATTACHMENT 3

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 9517799257 trish@wcls.us
Fax # 951-779-9256 WCLS.US

PROPOSAL

Date	Estimate #
7/10/2019	9022

Name / Address
CITY OF PLACENTIA 401 EAST CHAPMAN AVE. PLACENTIA, CA 92870 ATTN: ACCOUNTS PAYABLE

Terms	PROJECT PO
	SWAT TRUCK

Item	Description	Qty	Cost	Total
	>>TO INSTALL THE FOLLOWING IN A FORD F-250 SWAT TRUCK<< - CUSTOMER SUPPLIED RADIO			
75.00/HOUR	LABOR TO INSTALL THE FOLLOWING	49	75.00	3,675.00
7189B	150 AMP BREAKER	1	26.32	26.32T
U-CBB-BK	UNIVERSAL CIRCUIT BREAKER BRACKET FROM BK CUSTOMS	1	12.00	12.00T
FHL-CHG	FLASHER, HEADLIGHT, DODGE CHARGER, (2006-2015)	1	49.19	49.19T
416900-RB	DUAL CORNER LED LIGHT HEAD W/IN-LINE FLASHER , RED/BLUE	2	59.80	119.60T
WCFEH	FRONT END HARNESS, W/GXL & TXL WIRE (X250)	1	61.90	61.90T
ES100C	ES100C SPEAKER W/O BRACKET	1	147.00	147.00T
ESB-U	KIT, UNIVERSAL BAIL BRACKET , ALL VEHICLES	1	21.84	21.84T
MPS1220U-BR	RED/BLUE SURFACE MOUNT >>GRILLE LIGHTS, MIRROR LIGHTS, SIDE LIGHTS<<	8	110.50	884.00T
MPS1220U-BA	AMBER/BLUE 24-LED LOW PROFILE >>REAR LIGHTS	2	110.50	221.00T
9SC0ENZR	900 FLUSH MT LED SCENE LT 12V - SIDE SCENE LIGHTS	2	393.12	786.24T
ENT2B3-R	INTERSECTOR UNDER MIRROR (RED)	1	138.24	138.24T
INTG51S-CAL6	51" INTEGRITY RED/WHITE & BLUE/WHITE W/FULL FRONT FLOOD, HOT FEET	1	1,750.00	1,750.00T
SSP3000B	SMART SIREN PLATINUM	1	830.00	830.00T
4030-18	18 POSITION CONNECTOR INPUT HARNESS	1	19.96	19.96T
4030-10	10 POSITION CONNECTOR OUTPUT HARNESS	1	45.40	45.40T
CC-C07	CONSOLE W/ 11" FACEPLATE & FLOOR PLATE - PLATINUM	1	276.42	276.42T
SHIPPING	SHIPPING OF TROY PRODUCTS	1	15.00	15.00

Subtotal	
Sales Tax (8.75%)	
Total	

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 9517799257 trish@wcls.us
Fax # 951-779-9256 WCLS.US

PROPOSAL

Date	Estimate #
7/10/2019	9022

Name / Address
CITY OF PLACENTIA 401 EAST CHAPMAN AVE. PLACENTIA, CA 92870 ATTN: ACCOUNTS PAYABLE

Terms	PROJECT PO
	SWAT TRUCK

Item	Description	Qty	Cost	Total
MMSU1	MAGNETIC MIC CONVERSION KIT	2	31.51	63.02T
1011B	15 AMP 12VOLT DC SOCKET (X20)	2	3.65	7.30T
1016B	DUAL USB SOCKET	1	16.16	16.16T
MB8U	3/4" HOLE NMO STYLE BRASS MT W/17" RG58U & NO CONNECTOR	1	10.47	10.47T
FABRICATED	FABRICATION OF UNDER SEAT STORAGE	1	285.00	285.00T
HLN6863B	MOTOROLA XTL500 ACC PLUG	1	40.56	40.56T
HKN6188B	CABLE, CH POWER & SPEAKER OUTPUT - BLACK, YELLOW, RED ACCESSORY CABLE	1	32.03	32.03T
HKN6169B	XTL5000 CONTROL CABLE 17FT - BLACK W/ BLUE STRIPE ON ENDS	1	68.25	68.25T
7615B	AUTOMATIC TIMER DISCONNECT	1	90.00	90.00T
5028B	FUSE BLOCK ST BLADE 6 WITHOUT GROUND CIRCUIT	1	20.35	20.35T
5026B	FUSE BLOCK STBLADE 12 CIRC W/GND/CVR	1	31.99	31.99T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	213.00	213.00T

PROPOSAL IS VALID FOR 30 DAYS

CALIFORNIA CERTIFIED SMALL BUSINESS #49878

NOTE: SALES TAX WILL BE CHARGED ON INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS OR UNDER 6 MONTHS SINCE REGISTRATION WITH THE DMV

Subtotal	$9,957.24
Sales Tax (8.75%)	$548.38
Total	$10,505.62

Placentia City Council

AGENDA REPORT

SECOND READING AND ADOPTION
Ord No. O-2019-11 Date 10-15-2019 Item No. 1.j.
First reading approved on 10-1-2019 Item 1.e (Date)
Reviewed and Approved:
Department Head
Deputy City Clerk

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: OCTOBER 1, 2019

SUBJECT: **REVISIONS TO VARIOUS CITY COMMISSIONS AND COMMITTEES**

FISCAL IMPACT: NONE

SUMMARY:

In December 2018 City Council directed Staff to conduct a comprehensive review of all the City's commissions and committees to evaluate their purpose, membership, and meeting schedule. City Staff met with the Commissions and Committees Ad-Hoc Committee composed of Councilmembers Wanke and Yamaguchi to discuss the current structure.

RECOMMENDATION:

It is recommended that the City Council consider the following actions:

1. Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2019-XX, An Ordinance of the City Council of the City of Placentia, California amending portions of Title 2, Administration and Personnel, of the Placentia Municipal Code to add, delete, combine, and update various City commissions, boards, and committees, and to establish rules governing them; and

2. Adopt Resolution No. R-2019-XX, A Resolution of the City Council of the City of Placentia, California amending membership and deleting certain City Committees, and establishing certain guidelines governing their meetings and operation; and

3. Direct Staff to amend the City's Commission, Committee and Board Handbook to coincide with the proposed revisions; and

4. Direct Staff to continue the recruitment process for applicants to fill the balance of City Commission and Committee vacancies and schedule interviews of applicants for October 15, 2019 at 4:00 p.m. for consideration to fill said vacancies.

1. j.
October 15, 2019

1. e.
October 1, 2019

DISCUSSION:

Recently City Council directed Staff to conduct a comprehensive review of all the City's Commissions and Committees to evaluate their purpose, membership, and meeting schedule. City Staff met with the Commissions and Committees Ad-Hoc Committee composed of Councilmembers Wanke and Yamaguchi to discuss the current Commissions and Committees structure, City Staff time required to serve as City liaisons to multiple Commissions and Committees, and lack of quorum and/or applicants to fill vacancies in spite of numerous postings online and on social media. In the last fifteen years, the number of Commissions and Committees has nearly doubled while City Staffing remained the same, thus making it difficult to manage all the Commissions and Committees. Attached is a summary of the Ad-Hoc Committee's recommendations.

The City Charter grants City Council the authority to create by ordinance such advisory boards or commissions as in its judgement are required (Article IX, Section 900). The City Council is authorized to establish by resolution any advisory committees which in its discretion are necessary. The proposed Ordinance No. O-2019-XX will amend portions of the Placentia Municipal Code to add, delete, combine, and update various City Commissions, and establish rules governing them.

Prepared by:

Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Summary of Ad-Hoc Committee's Recommendations
2. Ordinance O-2019-XX
3. Resolution R-2019-XX

ORDINANCE NO. O-2019-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AMENDING PORTIONS OF TITLE 2, ADMINISTRATION AND PERSONNEL, OF THE PLACENTIA MUNICIPAL CODE TO ADD, DELETE, COMBINE, AND UPDATE VARIOUS CITY COMMISSIONS, BOARDS, AND COMMITTEES, AND TO ESTABLISH RULES GOVERNING THEM

City Attorney Summary

This ordinance modifies Title 2 of the Placentia Municipal Code to add and delete commissions, and to create general rules governing city, boards, commissions and committees. The new chapter 2.11 provide the general rules and guidelines for the formation and operation of various city boards, commissions and committees. The ordinance deletes Chapters 2.16, 2.36, and 2.48, formally disbanding the existing Recreation and Parks Commission, the Cultural Arts Commission, and the Traffic Safety Commission. A new Chapter 2.36 forms a Parks, Arts and Recreation Commission. A new Chapter 2.48 forms a Streetscape and Transportation Advisory Commission.

NOW THEREFORE, the City Council of the City of Placentia does hereby ordain as follows:

SECTION 1. The City Council hereby amends Title 2 of the Placentia Municipal Code to add a new Chapter 2.11, City Boards, Commissions and Committees, which provides as follows:

Chapter 2.11 CITY BOARDS, COMMISSIONS AND COMMITTEES

2.11.010 Establishment of City boards and commissions.

A. There shall be the following named boards and commissions in the City:

1. Planning Commission
2. Parks Arts and Recreation Commission
3. Streetscape and Transportation Advisory Commission

B. The City Council may create by ordinance such additional boards or commissions which in its judgment are required and may grant to them such powers and duties as are consistent with the Charter and this code.

C. The City Council may also establish by resolution any advisory committees which in its discretion are necessary and grant to them such powers and duties as are

consistent with the provisions of the City's Charter and this code. Committees may include both standing committees and committees of limited duration and scope. Committees may include, but shall not be limited to, any of the following:

1. Council committees (not governed by this Chapter)
2. Council/Citizens ad hoc committees.
3. Citizens advisory committees.
4. Committees governed by joint powers agreements, voter approved measures, contracts or state law.
5. Council appointment of representatives to sit on joint governmental committees.

City Council committees consisting solely of less than a quorum of the Council may be established by minute order or resolution and shall not be governed by this Chapter. Committees controlled by entities outside the City are not governed by this Chapter.

D. Except where such action would conflict with a previously adopted ordinance, the Council may adopt by resolution any rules governing the operation of its boards, commissions and committees, including but not limited to the establishment of meeting times, locations, number of members, terms of office and compensation to be paid.

2.11.020 Staff Support; Appropriations.

A. The City Administrator shall designate a member of City Staff who will be responsible for helping to provide Staff support for each board, commission and committee, to help coordinate and facilitate meetings, prepare and distribute agendas and minutes and otherwise help carry out the duties and purpose of the board, commission or committee; provided, however, that the members of each board, commission or committee shall not give additional direction to Staff without the approval by the City Administrator.

B. The City Council shall include in its annual budget such appropriations of funds as in its opinion are sufficient for the efficient and proper functioning of each board, commission and committee.

2.11.030 Meetings and Rules.

A. All boards, commissions and committees shall hold meetings at such frequency as may be required by the ordinance, resolution or minute order authorizing its existence. The City Council may modify meeting times and locations by separate Council resolution, unless such action would conflict with a governing ordinance.

2.11.040 Officers.

Each board, commission or committee shall organize by electing one of its members to serve as presiding officer, who shall serve at the pleasure of such body. A secretary shall be designated for the recording of minutes, who shall keep a record of its proceedings.

2.11.050 Compensation.

The members of boards and commissions shall serve without compensation, unless compensation is established by ordinance or resolution of the City Council. Members may receive reimbursement for necessary traveling and other expenses incurred on official duty, when such expenditures have received authorization from the City Council prior to the expenditure.

2.11.060 Appointment.

Members of each board, commission and committee shall be appointed by a majority vote of the City Council and shall serve at the pleasure thereof. The City Council may provide by resolution for any procedures to be followed in the application process.

2.11.070 Term of office.

A. Term. Unless otherwise provided by City Council ordinance or resolution, the members of each board, commission or committee shall serve a term of four years, which shall expire on July 1st. In the absence of a resignation or removal, each member shall serve until a successor is appointed and qualified. Notwithstanding the foregoing, where a committee has been formed for a limited purpose for a limited period of time, the members of that committee shall only serve until the purpose has been served or the time has expired, or as otherwise directed by the Council.

B. Staggering of Terms. Whenever possible, the expiration of terms shall be staggered. Of the members first appointed, any combination of one (1), two (2), three (3) or four (4) year terms may be used to obtain the maximum staggered terms. If the City Council appoints nine (9) members, the terms shall be staggered with the terms of at least two (2) and not more than three (3) members expiring each year. If less than nine (9) members are appointed by the City Council, terms shall be staggered with the terms of not more than two (2) members of the commission expiring each year.

2.11.080 Removal.

Any member of any board, commission or committee may be removed at any time, with or without cause, by a majority vote of the City Council. No prior notice needs to be given to the member that the City Council intends to take such action, nor does the City Council need to provide any statement of its reasons for taking such action.

2.11.090 Attendance at meetings.

A. It shall be the obligation of board, commission and committee members to attend all meetings, whether regular or special, except for good cause such as illness, family emergency or schedule conflicts.

B. If a board, commission or committee member knows he or she will be unable to attend a meeting, the member must notify the chair, or the designated Staff member assigned to the board, commission or committee, prior to the time established for commencement of the meeting. The member shall explain his or her reasons for being absent. At the beginning of the next meeting the chair or the member shall inform the body of the reason for the absence, and the body shall determine whether the absence is excused or unexcused.

C. If a board, commission or committee member has three (3) consecutive unexcused absences, or three (3) unexcused absences during a calendar year, the chair shall be notified, and it may be grounds for removal by the City Council.

SECTION 2. Title 2 of the Placentia Municipal Code is hereby amended to delete Chapters 2.16, Recreation and Parks Commission, and Chapter 2.36, Cultural Arts Commission, in their entirety. Both commissions shall be combined to form a new commission as hereinafter provided.

SECTION 3. Title 2 of the Placentia Municipal Code is hereby amended to add a new Chapters 2.18 Parks Arts and Recreation Commission, as follows:

Chapter 2.18 PARKS ARTS AND RECREATION COMMISSION

2.36.010 Establishment and purpose.

The Parks Arts and Recreation Commission (PARC) is hereby established. The purpose of the PARC shall be to advise and support the City Council and the Community Services Department on items related to cultural arts and recreation programs, City wide special events, health and wellness, senior services, and to provide input on parks/facilities development and improvements.

Unless otherwise specified, all references in this chapter to the "Commission" shall refer to the PARC.

2.36.020 Membership.

The Commission shall consist of five (5) members. Members shall be appointed by the City Council and shall be subject to removal by a majority vote of the Council. Commissioners shall be selected by the City Council from among the residents of the City, who shall seek to appoint individuals who have demonstrated a strong interest and

support for the City's parks and its associated programs, or who have a profound interest or experience in the arts and/or culture.

2.36.030 Terms of office.

The terms of the members of the Commission shall be for a period of four (4) years and shall expire each succeeding July 1st. In the absence of resignation or removal, each member shall serve until a successor is appointed and qualified. For the members first appointed, their terms shall be staggered in compliance with Section 2.11.070.

2.36.040 Officers—Meetings—Records.

A. The Commission shall, as soon as practicable after its organization and thereafter following the first day of July each year, elect a chairperson and a vice-chairperson from members of the Commission for a term of one (1) year. The chairperson and vice-chairperson shall serve at the pleasure of the Commission.

B. The Commission shall hold regular meetings on a regular schedule and at such times as may be established by City Council resolution but shall at a minimum meet quarterly. In the absence of specific direction from the City Council, the Commission is authorized to set its own meeting time, provided meetings do not occur any earlier than 5 p.m. The City Administrator shall designate a City employee to act as secretary who shall keep a record of its proceedings and transactions. This record shall be a public record. All meetings of the Commission shall be open to the public pursuant to the Ralph M. Brown Act.

2.36.050 Special meetings.

A special meeting of the Commission may be called at any time by the chairman, City Staff, or by members constituting one less than a quorum of the total membership, by following the requirements of state law and by written notice or phone contact served on each member of the Commission at least twenty-four (24) hours before the time specified for the proposed meeting. At any special meeting, the powers of the Commission to transact business shall be limited to those matters specifically referred to in such notice.

2.36.060 Powers, duties and responsibilities.

The Commission shall have the following powers, duties and responsibilities:

A. Act in an advisory capacity to the City Council and the City Administrator on all policy matters pertaining to all the parks presently established by the City Council; and all future parks to be established by the City Council and on the recreational programs, cultural arts programs, health/wellness programs, and special events for the community of the City;

B. Assist in the development of plans for seasonal and year-round recreation, arts, special events, and health and wellness activities and programs;

C. Establish rules and regulations, subject to the approval of the City Council, for the use of City parks and recreation facilities;

D. Adopt a master plan for the development of each City park, subject to the approval of the City Council, and review subsequent precise plans for conformance to the master plan;

E. Serve as an advisory group to the City Council on recreational and cultural arts and health and wellness matters. The Commission shall recommend methods of maintaining and increasing recreational, artistic, cultural, and health resources, as well as the level of awareness within the City. The Commission may, upon the request of the City Council, advise on the expenditure of capital funds in the field of cultural arts recreation and health and wellness;

F. Advise and encourage the cultural arts and recreational endeavors of organizations and groups and promote private initiative;

G. Encourage and solicit contributions from individuals, groups and trusts for the benefit of the City's cultural arts, recreational programs/activities, and events; submit recommendations to the City Council on the use of such contributions or donations;

H. Act as a sounding board and coordinator for various organizations in their efforts to meet the cultural, recreational, and health and wellness needs of the community;

I. Review and grant approval to displays of art works or art objects within City-owned facilities;

J. Recommend ways which will better coordinate the use of existing resources and facilities/parks;

K. Promote cultural arts, and recreational appreciation and increase the community awareness of the many opportunities to participate in the various artistic, recreational, and cultural activities within the area;

L. Advise as the City Council may request on the physical development of any City-owned facilities/parks and the use of those various City-owned facilities/parks;

M. Act in conjunction with other City Commissions on an equal basis, but with all due attention paid to avoid overlapping functions;

N. Conduct studies with a view to formulating ways by which creative activity, high standards and increased opportunities in the areas of recreation, arts, and health and wellness may be encouraged and promoted by community groups in the best

interest of the City's artistic, cultural, recreational, and health and wellness programs, together with a better appreciation and enjoyment of the arts and recreation by the citizens of the City;

O. Provide input in the development of a long - range recreational, cultural, and health and wellness plan for the City as a whole. This plan should cover a period of twenty (20) years, and should be updated as often as necessary, but at least every five (5) years.

2.36.070 Limitations.

The following limitations shall apply to the activities of the Commission:

A. Individual promotion. Since one of the purposes of the Commission is to improve the community awareness and appreciation of various artistic and cultural pursuits, the Commission should refrain from promoting the individual artistic accomplishments or cultural contributions of individual Commission members, except that the Commissioners may perform, exhibit or share their talents and expertise in order that the citizens of the community not be deprived of the artistic abilities of the Commissioners.

2.36.080 Annual orientation and training.

Each member of the Commission shall be required to attend any orientation and training meetings held by the City. Failure to attend said meeting may be grounds for removal.

SECTION 4. Title 2 of the Placentia Municipal Code is hereby amended to delete Chapter 2.48 (Traffic Safety Commission).

SECTION 5. Title 2 of the Placentia Municipal Code is hereby amended to add a new Chapter 2.48 Streetscape and Transportation Advisory Commission, as follows:

2.48 STREETSCAPE AND TRANSPORTATION ADVISORY COMMISSION

2.48.010 Establishment.

The Streetscape and Transportation Advisory Commission is hereby established. The purpose of the Streetscape and Transportation Advisory Commission shall be to advise and support the City Council and the Development Services and Public Works Departments on items related to traffic safety issues, transportation programs and parking permits, as well as issues related to the removal, planting, replanting or disposition of public trees.

Unless otherwise specified, all references in this chapter to the "Commission" shall refer to the Streetscape and Transportation Advisory Commission.

2.48.020 Membership.

The Commission shall consist of five (5) members. Members shall be appointed by the City Council and shall be subject to removal by a majority vote of the Council. Commissioners shall be selected by the City Council from the residents of the City who have a demonstrated interest in or knowledge of traffic safety, transportation issues or the City's trees.

2.48.030 Terms of office.

The terms of the members of the Commission shall be for a period of four (4) years and shall expire each succeeding July 1st. In the absence of resignation or removal, each member shall serve until a successor is appointed and qualified. For the members first appointed, their terms shall be staggered in compliance with Section 2.11.070.

2.48.040 Officers—Meetings—Records.

A. The Commission shall, as soon as practicable after its organization and thereafter following the first day of July each year, elect a chairperson and a vice-chairperson from members of the Commission for a term of one (1) year. The chairperson and vice-chairperson shall serve at the pleasure of the Commission.

B. The Commission shall hold regular meetings on a regular schedule and at such times as may be established by City Council resolution but shall at a minimum meet quarterly. In the absence of specific direction from the City Council, the Commission is authorized to set its own meeting time, provided meetings do not occur any earlier than 5 p.m. The City Administrator shall designate a City employee to act as secretary who shall keep a record of its proceedings and transactions. This record shall be a public record. All meetings of the Commission shall be open to the public pursuant to the Ralph M. Brown Act.

2.48.050 Special meetings.

A special meeting of the Commission may be called at any time by the chairman, City Staff, or by any two members of the Commission by following the requirements of state law, and by written notice or phone contact served on each member of the Commission at least twenty-four (24) hours before the time specified for the proposed meeting. At any special meeting, the powers of the Commission to transact business shall be limited to those matters specifically referred to in such notice.

2.48.060 Powers, duties and responsibilities.

The Commission shall have the following powers, duties and responsibilities:

The duties of the Commission shall consist of acting in an advisory capacity to the City Council to study, review, and make recommendations with regard to:

- Traffic safety issues, active transportation programs and projects, transportation management including neighborhood traffic and parking management programs, review and consideration of permit parking districts and speed hump installation requests and the overall regulation of vehicle, bicycle, and pedestrian traffic within the City as described in Title 13 of the Placentia municipal code.

- The removal, planting, replanting or disposition of public trees in the public right of way or on public property. The Commission shall review recommendations regarding appeals of tree removal requests made by individual property owners, neighborhood associations, or developers denied by City Staff. The Commission may make recommendations on designated tree species for specific streets and neighborhoods and shall be incorporated by reference into a future street tree master plan.

2.48.070 Annual orientation and training.

Each member of the Commission shall be required to attend any orientation and training meetings held by the City. Failure to attend said meeting may be grounds for removal.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council of the City of Placentia hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 7. The Mayor shall sign, and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on October 1st , 2019.

PASSED, APPROVED AND ADOPTED this 15th day of October 2019.

Rhonda Shader Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 1st day of October 2019 and adopted at a regular meeting of the City Council of the City of Placentia, held on the 15th day of October 2019 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM DIRECTOR OF COMMUNITY SERVICES

DATE: OCTOBER 15, 2019

SUBJECT: **AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH PATH (PEOPLE ASSISTING THE HOMELESS) FOR THE OPERATION OF A YEAR-ROUND NAVIGATION CENTER/EMERGENCY SHELTER LOCATED AT 731 S. MELROSE STREET**

FISCAL IMPACT: EXPENSE: $1,582,560 PLACENTIA REGIONAL NAVIGATION CENTER FUND
REVENUE: $1,600,000 NORTH SERVICE PLANNING AREA CITIES MOU

SUMMARY:

The North Orange County Service Planning Area ("North SPA") received Homeless Emergency Aid Program (HEAP) funding to open Navigation Centers in the Cities of Placentia and Buena Park. The North SPA is comprised of the Cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Villa Park, Stanton, and Yorba Linda. The Placentia Navigation Center ("Center") will be located at 731. S. Melrose Street. The Center is one of the two (2) new facilities proposed to serve the North SPA. The proposed Center along with the other North SPA site in Buena Park, addresses a comprehensive regional solution in North Orange County to provide supportive services to individuals experiencing homelessness. The one hundred (100) beds at the proposed Placentia Center will be designated for North SPA Cities only.

The City of Placentia has determined that the use of a qualified Non-Profit Organization, experienced in providing homeless services, would be the most effective approach for the management of the daily operations of the Center. A formal Request for Proposals (RFP) was released for the selection of the Center Operator on July 16, 2019.

A total of four (4) proposals were received by the City on August 8, 2019 in response to the RFP. A panel of qualified reviewers and stakeholders were tasked with reading the submitted proposals and scoring them based upon specific evaluation criteria identified within the RFP.

Based upon the scores provided by the proposer rating panel, final interviews were held with all four (4) proposers. Several members of the written proposal review panel also served on the final interview panel. Proposers were asked a series of questions and asked to elaborate on their intended budget and management plan for the proposed Center. At the conclusion of the interview process, and after a thorough review of the final interview scores, the panel recommended People Assisting The Homeless (PATH) as the Center Operator.

The proposed agreement provides for year-round operations and management of the Center for an initial two (2) year contract term. PATH will provide comprehensive supportive services including vocational services, recreational services, mental health, transportation services, permanent supportive housing services, and 100 beds for single men and women experiencing homelessness. The Center may also offer services to a limited number of families and couples based on bed availability.

RECOMMENDATION:

It is recommended that the City Council consider the following actions based upon the panel's recommendation:

1. Approve an initial two (2) year Professional Services Agreement with People Assisting the Homeless (PATH) for the operation and management services of the Placentia Navigation Center located at 731 S. Melrose Street in the approximate annual amount of $1,600,000 with an option to extend for four (4) additional two-year terms; and

2. Authorize the City Administrator to approve eligible contract term extensions for four (4) additional two-year terms at an amount not to exceed 3% over the compensation in the prior term and not to exceed ten (10) years, based upon contractor performance and at the discretion of the City; and

3. Authorize the City Administrator and/or his designee to meet and confer with PATH to finalize the Management, Operations, and Public Safety Plan of the Placentia Navigation Center; and

4. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

On July 16, 2019, the City released the Navigation Center Operator RFP No. 2019 – 004 seeking an experienced professional service provider to manage the proposed Center. A mandatory walk-through for all potential proposers was held at the site on July 24, 2019. Information gathered from the Orange County Year-Round Emergency Shelter and Multi-Service Center Management, Operations and Public Safety Plan (MOPS) was used as the technical Scope of Services basis for the RFP. General prerequisites of the proposer identified in the RFP included:

- Proposer must be a qualified private or public Non-Profit Organization currently engaged in providing homeless services and successfully managing homeless service centers.
- Have a minimum of three (3) consecutive years of successfully managing and operating homeless programs and delivering relevant services of a similar type and scope.
- Have the current organizational experience and staff capacity to undertake a new Homeless Service Center Program.
- Have not filed for bankruptcy under any business name over the past five (5) years.

- Proposer or its key personnel shall hold the appropriate license for the services provided prior to signing any contract for the operation of the Navigation Center.

On August 8, 2019 the City received four (4) proposals in response to the RFP. A panel of qualified stakeholders and reviewers were tasked with reading the submitted proposals and scoring them based upon specific evaluation criteria identified in the RFP. The review panel was comprised of representatives from various local organizations and local cities, along with City Staff.

Several panel members served on both the written proposal review panel and seven (7) members served on the final selection interview panel. The final selection interview panel consisted of the following representatives: City of Placentia Mayor Pro Tem Ward Smith and Chair of the Bridges at Kraemer Navigation Center Community Advisory Board Ward Smith, the President of the Placentia Community Foundation, the City Manager of La Palma/Treasurer of the North Service Planning Area (NSPA) Cities, City of Anaheim's homeless expert on staffwhom has built and managed two navigation centers, City of Placentia Police Lieutenant/Acting Captain Jim McElhinney, a City of Placentia resident who has unique experience in working with navigation centers and lives near the proposed Placentia Center, and the Placentia Friendly Center Coordinator whom currently provides support services to the homeless community, (collectively the " Evaluation Panel").

The panelists were chosen to serve on the Evaluation Panel because they have a fundamental understanding of the Placentia community and/or specialized experience with homeless emergency shelter operations. In addition, some of the panel members have worked collaboratively with the City in its efforts to end homelessness and/or have firsthand experience addressing issues such as access to basic needs, access to mental and medical health services, and access to permanent supportive housing services. Each panelist provided unique and valuable input throughout the process including insight on important matters related to homelessness.

Based upon the scores provided by the Evaluation Panel, final interviews were held with all four (4) proposers. Proposers were asked a series of questions and asked to elaborate on their intended budget and management plan for the proposed Center.

The evaluation criteria identified in the RFP included the following:

- Completeness and accuracy of the proposal forms and requested narratives.
- Organization's experience in providing and managing homelessness and emergency shelter programs similar in nature to the proposed Navigation Center.
- Level and types of services.
- Service delivery model and partnerships.
- Connection to and knowledge of the local community.

A list of the interview scores for each proposer is identified in the table below:

Proposer	Final Score
People Assisting The Homeless (PATH)	56.57
Volunteers of America (VOA)	53.71
HIS House/Mercy House	50.86
Colette's Children's Home	49.86

Additionally, per the NSPA MOU, the total funding available for the operation of the Placentia Navigation Center is $1,600,00.00. This is the same cost per bed dollar amount allotted toward the Buena Park Navigation Center. The proposed budgets provided by each proposer are identified in the table below:

Proposer	Proposed Budget
People Assisting The Homeless (PATH)	$1,582,560.00*
Volunteers of America (VOA)	$1,823,700.00
HIS House/Mercy House	$2,340,135.00
Colette's Children's Home	$1,592,075.00

*PATH provided additional budget options should the City have interest in additional services above and beyond the RFP scope.

Based upon the quality of the proposal in terms of completeness and responsiveness, proposed services, professional qualifications, ability to operate within the proposed Center budget, and results of the interviews, the evaluation panel recommended PATH as the operator for the operations and management of the Center.

Subsequent to the panel's recommendation, Staff conducted references for the recommended service provider. These references included the following:

- Chief Program Officer, City of Los Angeles Homeless Service Authority
- Program Implementation Manager, County of Los Angeles Department of Health Services
- Policy Advisor for City Council, City of San Diego
- Senior Communication Program Development Specialist, City of Santa Barbara

All references received were positive. All of them stated that they would rehire PATH if given the opportunity again. Several indicated that they currently hold multiple contracts with PATH. All of the references indicated that PATH performed well for delivering homeless services and that they did not have any suggestions for improvement in their service delivery model.

Staff recommends the City Council consider the Evaluation Panel's recommendation and award a two (2) year contract to PATH from the date the agreement is fully executed for the year-round operations and management of the Center.

FISCAL IMPACT:

The North SPA Cities will be responsible for the ongoing operational costs related to the Center. On April 2, 2019, the City Council approved a Memorandum of Understanding (MOU) for the North SPA to establish a multi-jurisdictional approach for the construction and operation of "Navigation Centers" that will serve homeless persons located within the North SPA of Orange County. The annual estimated operating cost and budget of the Placentia Navigation Center is $1,600,000. Funding for the Center is expected to come from funds contributed by all North SPA Cities. It is expected that the North SPA Cities will convene on a quarterly basis throughout the contract period to evaluate ongoing operational costs and to determine if additional funding may be necessary. No General Fund dollars will be used for the operation of the Center.

Prepared by:

Veronica Ortiz
Community Services Supervisor

Reviewed and approved:

for Karen Crocker

Karen Crocker
Interim Director of Community Services

Reviewed and approved:

Kim Krause
Director of Finance

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:
Professional Services Agreement with People Assisting the Homeless (PATH)

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
PEOPLE ASSISTING THE HOMELESS (PATH)

THIS AGREEMENT is made and entered into this __ day of _____, 20__ ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and PEOPLE ASSISTING THE HOMELESS (PATH), a non-profit corporation ("Contractor").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor for the operation and management of its new Navigation Center at 731 S. Melrose Street, Placentia, CA, as more fully described herein; and

B. WHEREAS, a Navigation Center is defined as Transitional, emergency homeless facility with in-house services to develop pathways toward permanent housing, income, healthcare, and stability; and

C. WHEREAS, Contractor was selected by the City following a competitive "request for proposal" process, during which Contractor demonstrated, and Contractor hereby represents, that it is fully qualified to perform services and activities as set forth in the Scope of Services attached hereto as Exhibit "A"; and

D. WHEREAS, the expectation is that compliant persons experiencing homelessness will remain in the emergency shelter program until they are able to identify appropriate permanent housing or additional services needed, and

E. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

G. 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 CONSULTANT

1.1. Scope of Services. Contractor shall provide the professional services described in the Contractor's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference to include the services set forth as Option 1 and Option 2, and in full compliance with the Management, Operations and Public Safety Plan attached hereto as Exhibit "B" and incorporated herein by this reference, unless such compliance is waived in writing by

the City Project Manager.

1.2. 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 consultants 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. Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City and in compliance with the hereinafter terms, conditions and specifications of this Agreement. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. 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.

1.5. 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, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Contractor shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Delegation and Assignment. This is a personal services 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. All insurance requirements contained in this Agreement are independantly applicable to any and all subcontractors that Contractor may engage during the term of this Agreement.

1.7. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor's total compensation shall not exceed One Million Six Hundred Thousand and 00/100 Dollars ($1,600,000.00) per year.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, 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. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Contractor's standard hourly rates shall be paid to the Contractor for such additional services.

2.3. Method of Billing; Payment Requirements. If funding levels are significantly affected by Federal or California budgets and funds are not allocated and available to City for the continuance of the Services performed by Contractor, the Contract may be terminated by the City at the end of the period for which funds are available. The City shall notify Contractor at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the City in the event this provision is exercised and the City shall not be obligated nor liable for any damages as a result of termination under this provision of this Contract, and nothing herein shall be construed as obligating the City to expend or as involving the City in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.

(a) Contract Amount: It is expressly agreed and understood that the total amount to be paid by City under this Contract shall not exceed the total City funding as set forth in section 2.1 above.

(b) City will reclaim any unused balance of funds for reallocation to other City approved and lawful purposes.

(c) Payment of Project Activities:

1. Payment of Project Activities: City will reimburse Contractor for eligible project- related costs only. Contractor shall submit requests for reimbursement to City on a monthly basis beginning the first day of the first full calendar month following the Effective Date, and must provide adequate documentation as required by City. In addition, Contractor will provide a monthly performance report by the 20th of the month for the preceding month of services, as prescribed by City. Failure to provide any of the required documentation and reporting will cause City to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Contractor, until such documentation and reporting has been received and approved by City.

2. If Contractor has no request for reimbursement during any quarter during the term of this Contract, a monthly performance report, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

3. Contractor will have forty-five (45) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) day period for submitting invoices has expired, City shall reallocate the remaining balance under this Contract for other program purposes and Contractor shall be ineligible for any further reimbursement.

(d) Funds shall not be disbursed for any costs incurred prior to the certification by City of Certificate(s) of Insurance as further defined in the "Insurance Requirements" of this Contract.

(e) Eligible costs related to services provided by Contractor must be incurred during the term of this Contract. The Project shall be completed and all funds provided through this Contract shall be expended on eligible Project activities through and including the term hereof.

(f) Advances. Notwithstanding the foregoing, upon written request and justification of an immediate need based upon cash forecasting from Contractor, and subject to the City's actual receipt of applicable federal state, or local grant filming or contributions, City may advance to Contractor a portion of City's maximum obligation hereunder. Project

Manager shall reduce the amount of monthly payments in the third, fourth, and fifth months by an equal amount of any advance payment, under the provisions above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to Contractor which would result in less money remaining unpaid to Contractor than the total of advances made to Contractor.

2.4. 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 for a period of five (5) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement.

3.2. 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. If a delay beyond the control of the Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

3.3 Execution of Agreement After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the Contractor mails, or by other means delivers said documents to the City:

- One (1) original of the Agreement in the form included herein, properly executed by the Contractor
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the Agreement.
- Confirmation of current City of Placentia business license.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day. No Agreement shall be binding upon the City until all documents are fully executed by the Contractor and the City.

4.0. TERM AND TERMINATION

4.1. Term. The initial term of the Agreement shall be for two (2) years from the date that the Agreement is fully executed with the option to extend for four (4) additional two-year extension terms not to exceed ten (10) years based upon acceptable performance by the Organization, acceptable fees and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Organization may negotiate any and all price modifications up to a

maximum increase of 3% over the compensation received by PATH in the prior term.

4.2. Option to Extend Term in City's Sole Discretion. The City shall have the sole right and discretion to exercise the option for extension(s) of the agreement terms. Six (6) months prior to the termination date of the executed agreement, the parties will meet and confer to evaluate whether or not an extension is mutually acceptable. The City and Contractor must mutually agree to the terms and conditions of the extension.

4.3. 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 at least fifteen (15) days prior 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. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Contractor, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.4. 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 within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the

percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor. City shall not be liable for any claim of lost profits.

4.5. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

4.6. Contract Disputes.

(a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the City's Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:

(1) The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the City, on its own initiative, has already rendered such a final decision.

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

(c) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

(d) Any final decision of the City shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the City fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section sha11 be construed as affecting the City's right to terminate the Contract for cause or termination for convenience as stated

in this Section 4.0 herein.

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 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) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, 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 Five Million Dollars ($5,000,000.00), 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. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than Three Million Dollars ($3,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $3,000,000 per accident for any employee or employees of Contractor. 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 for losses 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.

Before execution of this Agreement by the City, the Contractor shall file with the City Contract Manager the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the

duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Contractor under this Agreement are adequate to protect Contractor. If Contractor believes that any such insurance coverage is insufficient, Contractor shall provide, at its own expense, such additional insurance as Contractor deems adequate.

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

(a) Additional insureds: "The City of Placentia 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: "Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Contractor's sole cost and expense."

(c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia 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 Placentia, 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.

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 and endorsements 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 Administrator 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. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

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 and who shall not be changed by Contractor without the express written approval by the City. 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, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 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 CONSULTANT:	IF TO CITY:
PATH 340 N Madison Ave Los Angeles, CA 90004	City of Placentia 401 E. Chapman Placentia, CA 92870
Tel: 323-644-2211 Fax: 323-297-1942 Attn: _____	Tel: _____ Fax: _____ Attn: _____

6.5. 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.

6.6. 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. Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. 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.

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its

employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work 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.

6.9. 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 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.

6.10. 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.

6.11. 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.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, 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. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Contractor or Contractor's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. 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.

6.14. Contingency of Funds. Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California, County of Orange and/or other local governments, as well as the inclusion of sufficient funding for the Services hereunder in the City's annual budget approved by the City Council for each fiscal year covered by this Contract. If such approval, funding or appropriations are delayed, not forthcoming, or are otherwise limited, City may delay the payment of Compensation (as defined below) to Contractor, or otherwise immediately terminate or modify this Contract without penalty or any liability to Contractor whatsoever. City shall endeavor to provide reasonable advance notice to Contractor of anticipated funding shortfalls, but the failure of the City to provide such notice shall not operate to waive the City's rights under this section.

6.15. Expenditure Limit. The Contractor shall notify the City of Placentia assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The City will not be responsible for any expenditure overruns and will not pay for Services exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued; and, if necessary, approval by

the City Council.

6.16. Compliance with Grant Requirements. The Contractor acknowledges that among the sources of the compensation paid by City under this Contract are grant funds received from the State of California's Homeless Emergency Aid Program ("HEAP"), and that the City's use of such grant funds is subject to that certain "Agreement Between the City of Placentia and the County Of Orange for the Capital Improvement of a Homeless Shelter," dated April 16, 2019, as well as the "Standard Agreement" that is a set forth in Exhibits "A" through "D" to the HEAP Agreement (cumulatively the "HEAP Agreement"). The HEAP Agreement is set forth as Exhibit "D" to this Contract, and as required by the terms thereof, Contractor hereby agrees to abide by the terms and conditions set forth in such HEAP Agreement, and the same is incorporated fully herein by this reference, and to otherwise provide reasonable support to the City in connection with demonstrating its compliance with the HEAP Agreement. In the event of a conflict between the terms and conditions of this Agreement, and those of the HEAP Agreement, the latter shall govern.

6.17. N-SPA Memorandum of Understanding. The Contractor acknowledges that the Center is being developed and operated in corroboration with other local governments located within the North Service Planning Area of Orange County, and the Center will serve residents of such jurisdictions, which jurisdictions in turn will be contributing funds towards the costs of construction and operation of the Center. Such local governments have entered into that certain " Memorandum of Understanding for the North Orange County Service Planning Area," as the same is attached as Exhibit "E" hereto ("N-SPA MOU"), which memorializes their respective rights and obligations with respect to the Center. Contractor hereby agrees to abide by the applicable terms and conditions set forth in such N-SPA MOU, and the same is incorporated fully herein by this reference, and to otherwise provide reasonable support to the parties to the N-SPA MOU in furtherance of the purposes of the same.

6.18. Conflict of Interest. Contractor and its officers, employees, associates and subconsultants, 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 subconsultants 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 subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.19. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

6.21. 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, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Contractor's Proposal.

6.22. 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.

6.23. 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.

6.24. 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.

6.25. 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.

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

6.27. 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.

6.28. 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.

6.29. 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.

6.30. 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.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Rhonda Shader, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk and
ex-officio Clerk of the City of Placentia

CONTRACTOR

PEOPLE ASSISTING THE HOMELESS

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Veronica Ortiz, Project Manager

DEPARTMENTAL APPROVAL

_____ Date: _____
Veronica Ortiz, Community Services Supervisor

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF SERVICES

PATH Placentia Navigation Center

I. ORGANIZATION INFORMATION

Name of Service Provider/Organization: PATH (People Assisting the Homeless)

Address: 340 N Madison Ave, Los Angeles, CA 90004

Phone: 323-644-2211

Fax: 323-297-1942

Organization Website: www.epath.org

Organization Email: grants@epath.org

Name and title of person submitting request: Melissa Khamvongsa, Senior Director of Giving and Strategy

Phone: 323-644-2211

Email Address: grants@epath.org

II. ORGANIZATION DESCRIPTION

Are you a 501 (c)(3) organization: Yes

Federal Tax ID No.: 95-3950196

How long has the organization been in operation? 35 years

III. PROGRAM DESCRIPTION

1. Is this project a collaboration? - Yes

2. Summary of Methodology for Operation of the City of Placentia Navigation Center.

PATH proposes to operate the PATH Placentia Navigation Center as the lead agency, in partnership with Chrysalis of Orange County and Messiah Lutheran Church of Yorba Linda. The Center will provide a safe place for adult men and women (age 18+) in North Orange County to

live as they work toward stability, wellness, increased income, and permanent homes. PATH will provide 100 interim beds and supportive services such as housing navigation, case management, employment assistance, medical and mental healthcare, substance use counseling, and more. Chrysalis will provide employments services such as employment-focused case management, job readiness classes, job search resources, and more. Messiah Lutheran Church will provide meals for the Center's residents. We do not recommend serving families at this site as their unique needs are better served separate from other populations. However, PATH will leverage other resources to serve families. We will use low-barrier and Harm Reduction principles, accepting individuals regardless of psychiatric diagnosis or other barriers. Service participation will be voluntary. PATH will not allow individuals who are a threat to themselves or others, are sexual offenders, or have open felony warrants.

We propose three possible levels of operation for the Center: **Option 1: Interim Housing/Service Coordination:** PATH will comprehensively operate the shelter (e.g., security, janitorial, supplies/equipment, administration, transportation). Staff will provide case management, housing/employment navigation, and care coordination. Option 1 falls within Placentia's proposed budget of $1.28M. **Option 2: Interim Housing and Service Coordination Plus Intensive Case Management Services (ICMS)** enhances Option 1, adding two FTE Clinical Case Managers to provide ICMS and mental health support. It provides flex funds to support needs such as fees to acquire ID, employment items, etc. It also includes one FTE Volunteer Coordinator to supervise volunteers and manage donations. Option 2's proposed budget is $1.58M. **Option 3: Supplemental Street Outreach Services** provides street outreach via two

FTEs to build relationships with homeless individuals, respond to residents and businesses, and encourage Center usage. Option 3's services are supplemental and total $178,354.

These options represent PATH's standard levels of service delivery. We will collaborate with the City to adjust services as needed. Detailed budgets are included in the budget section.

3. Experience Developing a Good Neighbor Policy

PATH has broad experience engaging stakeholders and being a good neighbor. We build relationships with local government, businesses, service providers, and residents via advisory committees, conversations with community leaders, leaflet distribution, and attendance at community meetings, and embed ourselves into our communities to best respond to stakeholders' needs. For example, for our expansion into San Jose, where we have provided outreach for four years and will soon open a supportive housing community, we developed strong relationships with government leaders (e.g., housing department, police department, public officials). We also created a neighborhood advisory committee, and serve on the Santa Clara County continuum of care (CoC) board. PATH followed similar steps in other regions and takes great strides to meet with stakeholders and grow organic relationships.

PATH develops partnerships with other service providers to provide our residents with resource linkages and avoid service duplication. We participate in all CoC systems, and participate in and lead coordinated entry systems. PATH subcontracts with 14 nonprofit agencies, positioning us as a fiscal and collaborative leader.

4. Production of Good Neighborhood Plan

PATH will produce a Good Neighborhood Plan through community outreach and engagement to ensure the Center's integration into the neighborhood and services system. The

Plan will include all RFP-requested components (e.g., informing the public, community involvement and neighborhood patrol policies) and will be created with stakeholders. It will align with Placentia's Municipal Code Title 23 Chapter 23.47.130 "Emergency Shelters" Letter (I). We will develop a good neighbor policy outlining expected behavior that Center residents must sign. We will draft communication protocols with the City and neighborhoods/businesses, and to address neighbor concerns. We have created Good Neighborhood Plans in a dozen neighborhoods (e.g., Los Angeles, San Diego, Santa Barbara, and Santa Clara Counties).

5. Experience Providing Social Service Programs and Operating Emergency Shelters

For 26 years, PATH has provided interim housing for adults, families, Veterans, TAY, chronically homeless, and medically fragile populations. We operate seven interim housing sites with two new sites opening soon in Los Angeles, totaling 1,003 beds. Our interim housing pairs beds with housing-focused supportive services that address each individual's circumstances.

Case management: Case Managers work with residents to assess needs through initial intake, develop Individual Service Plans (ISPs), and navigate systems to access critical resources (e.g., benefits, medical homes, and IDs). ISPs are living documents and are reviewed regularly to update progress and reassess needs. Staff also provide housing navigation to help residents find and secure affordable housing. **Mainstream benefits enrollment:** Specialists assess residents' benefits eligibility (e.g., Department of Veterans Affairs, Section 8, etc.), and assist them in acquiring documentation, attending appointments, and completing paperwork. **Workforce development:** PATH increases residents' income by supporting workforce re-entry via Individual Employment Plans (IEPs), job training and linkages, resume building workshops, and financial literacy education. In partnership with Chrysalis, we will connect residents with hiring

fairs, training/certification courses, and resources to help residents stay employed. **Health and wellness linkages:** We help residents navigate medical and mental healthcare and substance use treatment. Staff will work with local health providers, hospitals, and mobile clinics to provide health linkages. **On-site groups:** PATH offers on-site workshops such as life skills, budgeting, yoga, Seeking Safety, and substance use groups. **Transportation:** PATH will provide daily shuttle services, rideshare access, and public transportation vouchers. Staff will accompany residents to appointments when needed. **Animal services:** We understand the impact pets have on residents' physical and emotional enrichment and have policies in place for accommodating pets on-site.

PATH will leverage our success with meeting interim housing performance objectives and transitioning individuals into permanent or longer-term housing for the Center. Our shelter programs regularly meet performance outcomes, including serving 5,000 residents annually and linking 65% to housing. Please see the attached list of PATH's interim housing sites.

6. Knowledge and Experience Serving Orange County and Involvement with County's 10 Year Plan to End Homelessness.

PATH contracted with the Departments of Housing and Urban Development (HUD) and Veterans Affairs (VA) for the Veterans Affairs Supportive Housing program (HUD-VASH) from 2012-2017, providing housing navigation and supportive services to 35 Veterans experiencing homelessness annually. Though PATH has not yet served broadly in Orange County, many area stakeholders (e.g., faith groups, businesses, and individuals) support and volunteer with PATH.

PATH has extensive experience bringing services and housing to new communities. In addition to Los Angeles County, we have extended our programs to San Diego, Santa Barbara,

and Santa Clara. In these distinct regions we recognize each community's unique needs and work with stakeholders to adapt our strategies for the greatest effect.

Orange County's 10 Year Plan and PATH share parallel missions and goals to end homelessness in our communities. We use diversion strategies to prevent people in crisis from entering the homeless system (Goal 1). Outreach is core to our model and we deploy qualified teams to establish PATH as a trusted resource (Goal 2). PATH is a recognized leader in providing emergency housing, and was selected to operate five interim housing sites via Los Angeles' "A Bridge Home" initiative (Goals 3 and 4). Our real estate development arm, PATH Ventures, has built 13 affordable housing communities with supportive services (Goal 5). Our services are housing-focused and individualized to ensure tenants' access to the resources they need for housing and stability (Goal 6). PATH participates in the Homeless Management Information Systems (HMIS) and Coordinated Entry Systems (CES) of each CoC we serve. We also have a robust internal Quality Assurance department to ensure data is tracked and reported accurately (Goals 8 and 9). PATH supports advocacy efforts in our communities (Los Angeles' "Everyone In" campaign and advocacy for Proposition HHH and Measure H, Santa Clara's Measure A Housing Bond, and San Diego's Housing Bond) and our leadership works with government representatives to advocate for the best policies to eradicate homelessness (Goal 9).

7. Integration of CoC, and Mission, Business, Budget, Funding Commitments, and Capacity

PATH prioritizes working with local CoC as we begin programs in new regions. It ensures we are plugged into the community's system of homeless services, can be easily accessed by service providers, and quickly familiarize ourselves with the region's context of homelessness and dynamics of its homeless services sector. The PATH Placentia Navigation Center will further

our mission of ending homelessness for individuals, families, and communities by providing a safe place that offers respite and services to transition into permanent homes. PATH has rich experience ramping up and managing complex government contracts and will leverage our expertise for the Center. The Center will be integrated into our statewide operations and budget, and will benefit from our well-established infrastructure and our leadership team's experience. With 700 staff statewide, we have the capacity to flexibly launch the Center.

PATH will maintain and sustain the Center's operations. We have 120 government contracts, and receive funding from 70+ foundations and corporations, and our development team will continue seeking funding to sustain service provision in North Orange County.

8. Experience Utilizing Rapid Rehousing Funding.

PATH has nine rapid re-housing (RRH) contracts in Los Angeles County, and administer RRH in San Diego, Santa Barbara, and San Jose. In the past five years, PATH has managed 45 government contracts that provide RRH to 7,184 contracted households for $63M total in funding. From 2009 to 2012 we operated the first RRH program, known as Homeless Prevention and Rapid Rehousing Program (HPRP) in Paramount, Bellflower, Lakewood, South Gate, and Los Angeles County. In 2011, we began operating a Supportive Services for Veteran Families (SSVF) program funded through the VA in Los Angeles and expanded to San Diego in 2013. PATH has operated our Emergency Solutions Grants (ESG) RRH program for three years in San Diego, surpassing our contracted goal each year. Please see attachment for RRH funding list.

9. Prior Experience with Persons Experiencing Homelessness, Including Chronic Homelessness

For 36 years, PATH has been a leader in effectively and efficiently serving individuals experiencing homelessness, including those who are chronically homeless. We have grown into

California's largest homeless services agency providing supportive and interim housing, housing linkages, case management, medical and mental healthcare, employment training, benefits advocacy, and other services to help individuals secure and stably maintain their homes. PATH's Case Managers are trained to meet the needs of our most vulnerable neighbors by providing person-centered, housing-focused case management that empowers people to identify and work toward their goals. They work to make program participation compelling to each resident by leveraging personal relationships and understanding unique needs and perspectives.

IV. PROGRAM DESIGN AND OPERATIONS

A. General Program Overview

1. Proposed Staffing for the Navigation Center

PATH proposes three levels of staffing. Option 1 includes 11.5 FTE staff: **One (1 FTE) Associate Director** will oversee implementation, provide ongoing administrative and clinical supervision, and be the main point of contact for the City and community. **Four (4 FTE) Case Managers** will have a background in substance use services, and/or peer support to enhance the supportive services offered on-site. **Four (4 FTE) Employment and Housing Specialists** will provide housing- and employment-focused case management, and will engage with area businesses and landlords to establish relationships and generate opportunities for residents. **One (1 FTE) Operations Associate** will provide general operations and maintenance support. **Two (1.5 FTE) Transportation Specialists** will pick-up and drop-off residents at pre-determined points and pick-up meals or food donations.

Option 2 will add 3 FTE staff to provide enhanced services and operations: **Two (2 FTE) Clinical Case Managers** will have experience in providing intensive case management services

(ICMS) and supporting residents with mental health concerns. **One (1 FTE) Volunteer Coordinator** will recruit, enroll, train and manage Center volunteers as well as solicit and manage donations.

Option 3 incorporates an outreach team comprising 2 FTE staff: **One (1 FTE) MSW-level Outreach Clinician** will have experience and training in mental health and will provide outreach, intake, and assessment to homeless individuals. **One (1 FTE) Outreach Case Manager** will provide outreach, intake, and assessment to homeless individuals in the community.

The Center will be supported by PATH's statewide leadership team and administrative departments. Security services will be provided by an outside vendor.

2. Hiring Policy and Staff Training

PATH will post vacant positions and hire staff within 45 days of award. Our Human Resources department is skilled at recruitment for a variety of specific skilled positions, including MSW and BSW-Level Clinicians and Social Workers, Program Managers, and Housing Specialists. We will offer positions to existing staff who live in or near Orange County, recruit at local universities, and posts on relevant job boards frequented by nonprofit professionals.

All staff will undergo initial and annual training following hire to ensure currency of required certifications and best practices knowledge. All staff will be trained and sufficiently certified in ACLS, BLS, and OSHA regulations as well as confidentiality, outreach and engagement, screening and assessment, housing and service navigation, CPR, communicable diseases, recovery, cultural diversity, and data collection standards. Additional training topics offered during new-hire training and ongoing annual in-service trainings include: Critical Time Intervention, Harm Reduction, Housing First, Motivational Interviewing, Trauma-Informed Care,

and other topics as needed. The training plan is updated annually and reports on training provided are maintained in employee files.

To ensure we meet our resident's diverse needs, staff will receive annual training on methods for integrating cultural competencies in service delivery including HIPAA, cultural diversity/competency, boundaries and ethics, a four-part series on ethics/code of conduct and ethical decision making, and more. PATH seeks to hire bilingual staff and currently employs staff with language proficiency in Armenian, Cantonese, Farsi, French, Mandarin, Polish, Russian, Spanish, and Vietnamese. The diversity of our team enables the delivery of services to be free from discrimination and ensure inclusion of all participants.

3. Consistency with the Exhibit B Sample Center Management, Operations and Public Safety Plan.

PATH's proposed staffing plans are based on our current interim housing programs while accounting for the City's proposed budget. While most Exhibit B duties are reflected in PATH's plans, we deviate in titles and duty distribution. Not represented in Exhibit B are the Clinical Case Managers who will provide ICMS for residents needing greater mental health support and Transportation Specialists for resident and donation transportation. We also propose a street outreach team for greater engagement and participation of individuals in the target area. Since the Center will not have a commercial kitchen, we do not propose a Food Coordinator.

4. Staff Responsibility Matrix

Please see the attached PATH Placentia Navigation Center Staff Responsibility Matrix.

5. Volunteer Management Plan

PATH will use volunteers on-site at the PATH Placentia Navigation Center to assist with reception, food service, distributing donations, and general operations support. If the Volunteer Coordinator is included in the staffing plan, as described in Option 2, he/she will act as primary contact for volunteers at the Center. Otherwise, the Associate Director and Operations Associate will oversee volunteer coordination.

PATH will actively recruit volunteers from the community through engagement with area colleges and universities, faith institutions, businesses, community programs, etc. PATH uses an online database for volunteer coordination that streamlines the process for onboarding, training, scheduling, and engaging volunteers. Through the online portal, volunteers can learn about volunteer roles and opportunities, sign up for shifts, and communicate with PATH staff.

All volunteers will complete an orientation session, fill out an application, and submit Volunteer Agreement & Release of Liability and a Photo Release forms. Staff will give volunteers an overview of safety guidelines before they begin their shift. Recurring volunteers will be required to complete additional credentialing and screening protocols and must be approved through PATH's Human Resources department. Protocols include a background check; tuberculosis test; and acknowledgments on ethics and boundaries, conflict of interest, harassment prevention, driver eligibility, IT acceptable use, and photography guidelines.

6. Plan for Administration and Support of a Community Advisory Board

PATH develops two types of groups in communities where we operate: regional community advisory boards and a local neighborhood advisory committees. Our plan is to create a regional advisory board in Orange County which will play an active role in advocacy,

fundraising, community outreach, storytelling, education, coordination of resources, and oversight of community impacts. PATH will also create a neighborhood advisory committee of local City of Placentia stakeholders (i.e. resident groups, businesses, schools, faith groups, and law enforcement). They will meet quarterly to address resident and neighborhood safety, community engagement, Center operations, and other concerns or interests that arise.

7. Description of Shelter Client Rules

PATH is committed to providing a safe and supportive shelter environment. PATH has four main rules that can lead to immediate discharge from the shelter:

1. No acts or threats of violence
2. No drugs or alcohol on site
3. No theft or destruction of property
4. No possession or use of any weapons.

Residents will consent to the rules upon intake. PATH will also create a shelter guidelines policy based on the site design that outlines rules for maintaining a sanitary and safe community living environment. All rules will require resident consent and be reviewed in monthly community meetings.

8. Financial Policies

a. Financial Requests from Clients: Financial assistance will be available for housing and service-related needs, such as bus passes, fees for acquiring identification, etc. Residents may request financial assistance through their Case Manager, Employment and Housing Specialist, or if they are unavailable, the Associate Director. Staff will fulfill requests at their discretion. All financial assistance will be documented in a log and in the resident's file.

b. Client Possessions and Funds: When a new resident arrives at the Center, they are required to place all belongings in hot boxes to be washed and dried prior to moving in. Once a resident has moved in, they should put personal belongings in a lockable storage unit or keep them neatly at the foot of their bed. Residents are responsible for managing all their belongings. PATH will not maintain responsibility for residents' monetary items or valuables.

c. Annual Outside Audit: PATH's policy is to arrange for an annual audit of our financial statements to be conducted by an independent accounting firm. The independent accounting firm selected by PATH will be required to communicate directly with Jennifer Hark Dietz, PATH's Deputy CEO and Executive Director, upon the completion of the audit. Members of the Executive Committee are also authorized to initiate communication directly with the independent accounting firm. Audited financial statements, including the auditor's opinion thereon, will be submitted and presented to the Board of Directors by the independent accounting firm at the organization's annual meeting, after they have been reviewed and approved by the Executive Committee.

9. Financial Reports Review

Please see PATH's most recent Audited Financial Statements following the proposal.

10. Safety Policy for the Facility

a. Facility maintenance: PATH will employ a full time janitorial staff person to maintain the facility cleanliness. PATH staff will conduct weekly checks of resident spaces to ensure they are clean and sanitary, and free of excessive belongings. Staff will perform regular maintenance and minor repairs including basic landscaping and outdoor grounds maintenance. A pest control company will be contracted for regular pest prevention and extermination services.

b. Fire and earthquake safety: PATH has an established Safety Manual for interim housing sites that will be applied to the Center that includes procedures for emergency response, including fires and earthquakes. Residents will be informed of earthquake or fire procedures, including fire exit locations. PATH will ensure adequate fire detection systems are in place are regularly tested and maintained.

c. Fire prevention procedures: PATH has established procedures for fire prevention which will be followed for the Navigation Center, including accumulation control.

d. Fire drills and documentation: PATH will conduct a fire drill at least once during the calendar year for each shift, which will be documented and reviewed by PATH's Safety Committee.

e. Fire inspections and extinguishers: Periodic inspections to identify and evaluate workplace hazards will be performed as part of the semi-annual internal inspection. Portable fire extinguishers will be located so that they are readily accessible, and will be visually inspected monthly by PATH staff and inspected and recharged each year by Cosco Fire Protection.

11. Security Plan for the Facility

a. Eligibility screening: PATH will screen for people on the sex offender registry or those with open felony warrants, and will not allow these people to access the PATH Placentia Navigation Center.

b. Secured entrances: PATH will ensure access to the Center site will only be available to residents, staff, and service providers through a gated entry, monitored by security personnel. Entrances to staff and case management areas will be secured against independent resident entry.

c. On-site security personnel: Security will be provided through a vendor for one swing shift

security guard (3pm-11pm) and two overnight guards (11pm-7am). PATH staff will provide daytime security.

d. Security alarms and cameras: PATH will work with The City of Placentia to ensure the Center is equipped with security alarms and cameras throughout and at entrances and exits. Cameras will be monitored by security personnel.

e. Security lighting: PATH will work with The City of Placentia to ensure the Center will be equipped with appropriate security and emergency lighting throughout.

f. Loitering policy: Loitering in the area outside of the Center premises will not be allowed. Residents will have access to designated outdoor areas on Center property.

g. De-escalating conflicts: All interim staff will be trained in non-violent crisis intervention (NVCI), including techniques for de-escalating conflicts between residents, or between residents and staff.

h. Entrance and exit procedures: Program residents will not walk-in/out of the Center site. They will arrive by PATH shuttle or pre-arranged vehicle drop-off. Every new resident will be pre-authorized by a PATH Case Manager and have an appointment to meet with staff the day of their intake. Staff will provide security a daily "Bed Count" list with the residents' names, room/bed numbers, and if they have been approved to have an animal(s). Until security staff recognize a resident, security will ask the person his/her name and room number to ensure they are a resident.

i. Policy regarding storage of clients' possessions: We do not search people's belongings when they enter the building. Our staff conduct weekly room "inspections" to check for unallowable items as well as the cleanliness and maintenance of the rooms.

j. Policy on possession of weapons on-site: Weapons will not be allowed on site. If a resident is found to have a weapon on the premises, they will be removed from the program.

k. Procedure for contacting police: PATH will contact the police in case of emergency incidents where life or property are in immediate danger. Due to the confidential nature of our work we do not allow law enforcement to search our properties unless they bring a subpoena authorizing search of the specific property for a specific individual. Without a subpoena, we are unable to disclose to law enforcement if a person are or are not receiving services in the building. If we contact law enforcement for an emergency situation we allow police access to the site of the situation. If a resident calls the police for a non-violent dispute with another resident, we ask the resident who called law enforcement to come out of the main living area to file their report.

12. Health Policies

a. Possession of controlled substances: We do not allow drugs or alcohol on the premises. We will allow intoxicated people in the building unless they are disruptive or violent in which case they will be removed them from the site.

b. Policy for drug possession: PATH does not permit drugs on site. Residents observed with drugs in their possession will be asked to dispose of the items before entering the building.

c. Security, use, and access of prescription medications: Residents are responsible for managing and self-administering their own medications. A lockable medication refrigerator and lockable medical box are available for storage.

d. Client use of over-the-counter medications: Residents are responsible for managing and self-administering their own medications. A lockable medication refrigerator and lockable medical box are available for storage.

e. Client access to emergency and medical care: PATH will provide residents with transportation for medical appointments and non-urgent medical care. PATH will contact 911 for emergency medical needs.

f. First aid equipment, supplies, and procedures: PATH staff will be trained in basic first aid and CPR. A first aid kit will be located onsite.

g. Policies and procedures for disease prevention: Prior to admission to the Center, residents will be required to have a tuberculosis test. Anyone with active tuberculosis will not be permitted to stay in the facility. PATH maintains standards and policies regarding disease management.

13. Food Policies

a. Provision of nutritional needs of clients

b. Meeting health department standards

c. Provision for sanitary storage and preparation of food

In partnership with Messiah Lutheran Church of Yorba Linda, PATH will provide breakfast, lunch, and dinner for each client every day. Meals will be balanced, nutritional, and varied. PATH will make reasonable accommodations to provide alternative meal plans for residents with medical, religious, and/or cultural dietary restrictions including gluten-free, lactose-free, low-sodium, vegetarian and vegan, and allergen-free food options as well as separation of food prep stations. Food donations will be transported as needed by the

Transportation Specialist. We will meet all Orange County Health Department standards, including for sanitary storage and preparation of food, and cooperate with Health Department inspections.

14. Transportation Policies

a. Transportation Flow On and Off Property: PATH will create a plan for safe and well organized traffic flow on and off the property based on the site layout and surrounding neighborhood.

b. Pedestrian Traffic: The site will not be operated as a walk in program. Residents will be served by appointment only and will be expected to utilize provided transportation options.

c. Bicycle Traffic and Parking: A bicycle rack will be provided in a secured outdoor area and residents will be encouraged to use bike locks.

d. Bus and Shuttle Transportation Services: Access to the shelter will be provided via shuttle driven by PATH's Transportation Specialists. PATH will work with the City to select the number and location of designated pick-up/drop-off locations as well as pick-up/drop-off times.

e. Personal Vehicle Transportation and Parking: The shelter parking lot will be available to PATH staff, volunteers, vendors, authorized visitors, and authorized residents listed on a Vehicle Parking Log. PATH will reserve the right to tow any unauthorized vehicles from the site.

f. Staff Transportation of Clients: Shelter staff will be able to provide transportation services to residents in PATH owned and contracted vehicles. PATH staff are not allowed to provide transportation to residents in their personal vehicles.

g. Transportation Policies for Navigation Center Clients: PATH will implement policies for travel to and from the Center designed to support resident needs and minimize potential impact on

the adjacent neighborhood and businesses.

h. Delivery of Shelter Goods and Community Donations: Deliveries for shelter goods and community donations will be dropped off in a designated area on-site.

15. Pet and Service Animal Accommodation and Policy

PATH makes efforts to accommodate any animal on-site that contributes to an individual's well-being as long as the resident abides by the pet policy. Resident must keep their animal under control at all times to not cause discomfort or annoyance to others; minimize barking, biting and aggressive behaviors, and provide food and water daily. Animals will be leashed and attended at all times, and will stay with the owner at their bed. Animals must be housebroken and owners must dispose of waste properly. Owner will provide proof of vaccinations within seven days and pay for any damages their animal causes.

16. Grievance Policies and Procedures

PATH's grievance procedure will be given to new residents at intake and posted throughout the Center. Residents should first discuss grievances with their assigned Case Manager. If they are not available or the issue pertains to that Case Manager, the resident should bring the information to the Associate Director. If the resident is not satisfied by the response, they should appeal to the Chief Deputy CEO and Executive Director and Chief Program Officer, and then to available cost-free dispute resolution programs, which will be the final binding resolution of the grievance.

When grievances are filed due to termination from PATH, terminations remain in effect until a final resolution has been made. We will provide a referral to other programs, if requested.

Residents may also share grievances anonymously through surveys and suggestion boxes posted at the Center. Resident feedback is included in regular reports to program leadership and used to adapt service delivery.

17. Working with the City's Designated Project Manager and Design Team

PATH will leverage our extensive experience with interim housing design to collaborate with the City's Project Manager and design team for the PATH Placentia Navigation Center. We will meet and communicate as needed with the team to lend our expertise and implement best practices in interim housing design, layout, and operation. PATH has worked with numerous agencies, designers, and developers to launch interim and permanent housing sites, including our real estate development arm, PATH Ventures. We have ensured that the designs for all of our shelters statewide include space for beds, facilities, and supportive services as well as private rooms for case management meetings and office use. Our Regional Homeless Center in Los Angeles combines 98 beds of interim housing with a dozen supportive services in one convenient location. PATH will collaborate with the Placentia team to implement a similar design to offer shelter and supportive services on-site simultaneously.

B. Level and Types of Services Offered

1. Summary of the Type of Services Available for Clients

a. Type of Services to be provided and expected outcomes to be achieved

b. Indicate the level and type of supportive services, both on and off-site

c. Location of services (on or off-site, and if off-site, location)

d. Proposed sources of funding for services not funded by general operating funds for the shelter facility (i.e. mobile medical clinic, etc.)

e. Describe level and frequency of case management

PATH will provide shelter and supportive services for 100 individuals experiencing homelessness in North Orange County. The program will offer basic services that promote stability and wellness (e.g., meals; ADA-compliant showers, wash stations, and restrooms; routine operating supplies; laundry facilities; mail services; telephone access; janitorial services; routine maintenance; utilities; waste disposal; etc.).

Program services include:

Intake and Assessment: PATH will ensure immediate, easy program access with low barriers to entry. Upon intake, Case Managers will complete a biopsychosocial assessment to develop an ISP, conduct a self-sufficiency needs assessment to identify root causes of the homelessness and appropriate resources, assess for diversion services, complete the Vulnerability Index—Service Prioritization Decision Assistance Tool (VI-SPDAT) and Match Initiation Form, and enter residents into CES.

Case Management: Case Managers will meet with residents weekly at minimum to track progress and re-assess their ISP. Together they will create clear, feasible goals while establishing momentum toward obtaining housing and achieving stability. Case Managers and Employment and Housing Specialists will ultimately help residents identify a housing intervention to transition from the Center into permanent homes in a quick, efficient manner. Our Specialists will work with our partner, Chrysalis, to offer on- and off-site employment services, including courses in resume writing, job search skills, and interviewing skills.

Housing Navigation: Employment and Housing Specialists will assist residents in locating appropriate and affordable permanent housing by helping them complete the CES workflow for

housing navigation, arranging transportation and appointments related to obtaining documents, assisting with housing applications and paperwork, and advocating with prospective landlords. When individuals are matched to a housing intervention, Specialists will help them transition into permanent homes.

Crisis Intervention Services: Staff will be equipped to handle tenant crisis situations through training in Non-Violent Crisis Intervention (NVCI), Trauma Informed Care (TIC), and Mental Health First Aid (MHFA). NVCI trains staff how to deescalate a situation when a resident becomes aggressive. TIC trains staff to be mindful of the trauma residents encounter and how it manifests in behavior. MHFA provides a foundation of common diagnoses and human behavior so staff can understand residents' underlining behaviors.

Life Skills: PATH will offer wellness-enhancing groups such as Seeking Safety, 12 Steps, health and wellness, budgeting, and anger management to help residents prepare for permanent housing.

Community Resource Linkages: We will work with residents to identify and access off-site services that will facilitate their independence, including medical and mental healthcare, and substance use treatment.

2. Coordinated Service Delivery Plan Including Overflow Management.

PATH's Coordinated Service Delivery Plan will include diversion screening prior to entry into the PATH Placentia Navigation Center to prevent those with alternative housing solutions from entering the homeless system. PATH is experienced at providing diversion assistance and can provide those services. PATH Plan will also include working with service providers and within CES to locate the most appropriate interim housing solution for people experiencing

homelessness. PATH's will design our Bed Reservation System to ensure beds are not overbooked and will maintain a no walk-up policy.

3. Personal and Database Confidentiality Policies

PATH complies with all applicable federal and local laws regarding client confidentiality and maintains records to high standards. Residents' information will be shared only with necessary case management staff and supervisors. Health information will not be shared without the resident's consent, except in case of medical emergency. PATH abides by all HIPAA standards. Computers and mobile devices are locked by individual employee logins and passwords. When residents meet with staff to discuss personal information, they will do so in a private room. Photographs and personal stories will be shared only when the resident provides a signed consent form.

C. Service Partners

1. Service Provider Partnerships with Services Such as Mobile Medical, OCHA, Cal Optima, veterinary/pet services, etc.

PATH has established partnerships with Chrysalis of Orange County and Messiah Lutheran Church of Yorba Linda for the Center. If awarded, PATH will reach out to additional Orange County service providers to form relationships and partnerships to benefit the Center's residents.

2. Name of Agencies Providing Services and Their Experience.

Chrysalis of Orange County will provide employment services including employment-focused case management, job readiness classes, resume preparation and interview skills training, and job search resources (e.g. business attire, computer access, phones, etc.) through

on-site engagement and referrals to their employment center. Chrysalis will also collaborate with PATH and the City to provide referrals of their clients to the Navigation Center. Messiah Lutheran Church in Yorba Linda will help provide and serve meals for the residents of the Center. The Church has extensive experience providing services to help the residents of Orange County and has been exploring collaborative possibilities with PATH for several years. Letters of support are attached.

D. Client Selection and Service Delivery

1. Non-Discrimination Policies

a. Compliance with Americans with Disabilities Act: PATH will work with the City of Placentia Program and design team to ensure the design of the facility is ADA compliant. We will also ensure our programming and services make reasonable accommodations for ADA compliance in order to best serve the residents.

b. Gender-Specific Programming Policy: Residents will self-identify their gender and PATH will assign a bed and deliver services according to the gender identity a resident chooses.

c. Sexual Harassment Policy: PATH does not tolerate sexual harassment from residents or staff. Reported incidents of sexual harassment will be documented in the offender's file and program management will take appropriate action according to the severity of the offence.

d. Policy Regarding Sex Offenders: PATH will screen for people on the sex offender registry and will not allow sex offenders to access the PATH Placentia Navigation Center.

2. Connection to Permanent Affordable Housing

For residents of the proposed Navigation Center, PATH will conduct landlord outreach to streamline our housing leads in North Orange County and quickly connect our residents to

appropriate units that fit their individual needs. Recognizing the low vacancy rate of 2.4% in Placentia, PATH's Housing Specialists will employ a range of approaches that have proven successful in other regions to identify available rental units and connect residents eligible for RRH with housing. Activities include active outreach and coordination with local landlords, housing authorities, property owner alliances, realtors, developers, and affordable housing networks. PATH's Housing Specialists currently maintain a thorough, centralized database of 400 landlords and property owners and maintain close working relationships with them. We anticipate transitioning to an updated CRM to further streamline processes. Wraparound support and continual engagement with housing partners will be consistently maintained to build long-term partnerships that are built on the community ideals of mutuality and communication. PATH has also met with United Way of Orange County and we are working together on our housing search initiatives.

To help residents secure appropriate units, PATH's Housing Specialists will contact landlords and property managers on their behalf, set up apartment viewings, accompany them to view potential apartments, negotiate lease terms, and assist with the completion of lease documents. Housing Specialists will serve as the primary point of contact for landlords/property managers to discuss any challenges or concerns, and provide mediation between landlords and tenants when necessary. Consistent engagement allows Housing Specialists to maintain positive and mutually beneficial relationships with landlords and property managers. The Housing Specialist's specialized role allows Case Managers to better allocate their time on providing supportive services to residents. PATH's extensive experience in connecting high-acuity homeless individuals with permanent housing has shown that offering this sort of intensive,

hands-on assistance is the most effective way to ensure that the vulnerable individuals we serve transition into permanent homes and maintain stability.

PATH will explore diversion opportunities for prospective residents of the Center upon referral to explore possibilities that will prevent them from entering the homeless services system. Case management staff will be trained in diversion services, and will provide immediate information and support. For residents of the Center, we will use a progressive engagement approach to identify short- and long-term plans, and continue to assess for various and creative housing solutions such as family reunification, etc. throughout their stay. Individuals residing at the Center will receive housing-centric intensive case management services, and Case Managers will work with the CES team to ensure they are connected to housing interventions in a timely manner.

3. Client Referral Process

PATH has proposed supplemental street outreach services (Option 3). If this option is awarded, PATH will mobilize an outreach team to engage with our most vulnerable neighbors living on the streets of North Orange County and refer them to the proposed PATH Placentia Navigation Center. Our culturally competent teams consist of MSW- and BA-level staff with EMT/RN training, substance use certifications, and/or lived experience. In Placentia, our staff will gradually develop relationships with clients to establish PATH as a trustworthy resource. The outreach team will work with local institutions (e.g., churches, community groups) and build our presence in public spaces (e.g., libraries, beaches, public transport).

If the supplemental street outreach services are not awarded, PATH will work with North Orange County outreach and engagement agencies, local police departments, CES, and

other partners to fill beds. We will notify partners when beds are available and take their referrals. Once PATH receives a referral, pre-screened clients will be given a time and directions to one of several pick-up locations. A shuttle will pick them up and transport them to the PATH Placentia Navigation Center. PATH will manage and update the number of bed vacancies daily.

4. Admission Criteria and Procedures

a. Client Rules and Guidelines: PATH is committed to providing a safe and supportive shelter environment. PATH has four main rules that can lead to immediate discharge from the shelter: (1) No acts or threats of violence, (2) No drugs or alcohol on site, (3) No theft or destruction of property, and (4) No possession or use of any weapons. Residents will consent to the rules upon intake. We will create a shelter guidelines policy based on site design outlining rules for maintaining a sanitary and safe community living environment. Rules will require resident consent and be reviewed in monthly community meetings.

b. Identification Requirements: PATH will maintain copies of individuals' identification and social security cards. If residents do not have identification, PATH staff will assist them with obtaining identification and any documents required for housing.

c. Screening Requirements: Prospective residents will be pre-screened and no person on the sex offender registry or with open felony warrants will be allowed to access the Center.

d. Bed Reservation System: PATH will work with City of Placentia, local outreach and engagement teams, law enforcement, and service providers to establish a bed reservation system that tracks bed availability and vacancies on a daily basis to maximize Center usage.

e. New Clients: New clients will be screened and admitted to the program according to the bed reservation system developed as described above. They will be instructed to go to a shuttle

pick-up location at a designated pick-up time or use their own pre-approved transportation.

f. Day Leave and Returning Clients: Residents may leave and return to the Center via the PATH shuttle to/from the drop-off/pick-up locations or by their own pre-approved transportation.

g. Hours of Operation: The Navigation Center will be open 24 hours/day, 365 days/year.

5. Exit and Re-admission Policies and Procedures

Residents will be considered to have exited the program when they voluntarily leave or are exited from the Center for safety or continual rule violations, or when they find alternative housing. PATH will create re-admission policies and procedures in conjunction with the shelter guidelines policy. The policies and procedure will outline when a resident will be exited due to rule violations and what resolutions are necessary to re-enter the program. When it is necessary to exit a resident due to rule violations, they will be transported off-site to a self-directed location at a to be determined minimum distance from the Center.

6. Increased Stability through Case Management Plan

PATH's case management services increase stability by being client-centered and housing-focused. Housing First best practices have shown that housing individuals experiencing homelessness without pre-condition of sobriety or status, then providing voluntary supportive services leads to more long-lasting outcomes. Each resident will receive an in-depth assessment at intake, including administering the VI-SPDAT, to determine the most appropriate resources and housing interventions. Using the assessment, Case Managers collaborate with the resident to develop an ISP that maps their service needs and action steps for housing stability.

PATH provides wraparound supportive services and linkages to ensure a holistic approach to overcoming residents' barriers to housing, including medical and mental

healthcare, substance use treatment, employment and benefits assistance to increase income. Using a "whatever-it-takes" approach, Case Managers help residents fill out paperwork, make and accompany them to appointments, and provide comprehensive support to help them access services. Once housed, PATH will provide retention services, continuing case management in their new home and helping with strategies to sustain stable housing.

7. Length of Stay and Permanent Housing Connection

The PATH Placentia Navigation Center will strive to transition residents into permanent housing or a recovery-oriented program within 180 days. Residents may receive additional time to address their personal barriers, as needed. To help residents achieve the goals set out in their ISP, PATH will connect them with critical resources such as intensive case management, job training and placement, life skills workshops, housing location assistance, medical and mental healthcare, substance use treatment, benefits assistance, legal aid, personal care services, and any off-site services determined to be necessary to achieve long-term stability. PATH's Case Managers will support each resident as they work to secure a home during their stay until a housing option becomes available. We will ensure that each individual finds a home by leveraging our experience housing individuals across California.

8. Participation, Experience, and Compliance Working in HMIS

PATH has been an active participant in the Los Angeles, Santa Barbara, San Diego, and San Jose HMIS since their initial rollouts, and have been using vulnerability indexes/VI-SPDAT tools to assess client needs and prioritize services since 2010. Our staff is highly trained in effective engagement techniques for data collection and data integration, and we have appropriate confidentiality forms and systems in place to allow for the sharing of relevant data,

while ensuring the protection of private data. All relevant data is entered into HMIS in a timely manner. As a reference, the Los Angeles CoC assesses the accuracy of data entered into HMIS; PATH has 97%+ data accuracy.

Demonstrating our substantial dedication to and understanding of quality assurance, PATH received a 3-year accreditation for the second time from the Commission on Accreditation of Rehabilitation Facilities (CARF) for our SSVF RRH and homeless prevention programs. Overall, surveyors approved of our administrative practices and quality of services delivered, which include pulling HMIS data integrity reports.

For the PATH Placentia Navigation Center, PATH will apply our successful practices to ensure all resident data is entered into HMIS accurately within 24 hours. All staff will be trained on HMIS and management will review entries to ensure compliance with data policies.

E. Participation in Coordinated Entry and Performance Measures (Objectives & Outcomes)

1. Participation in the Coordinated Entry System

PATH has several years of experience within CES that will be crucial to our success in expanding to the City of Placentia. We were an early champion of Los Angeles County's CES, and we have nurtured this relationship to provide our leadership or support across every Los Angeles service planning area (SPA). We remain an active collaborator, either serving as CES leads or supporting agencies in most Los Angeles County SPAs, and collaborate with each SPA's efforts to provide access to our housing location services (i.e., support) and resources (i.e., landlords and available units). Housing Specialists work closely with community assets (e.g., libraries, churches, etc.) and CES partners to best serve our population. Moreover, we ensure our successful efforts by offering weekly calls for each SPA to actively work with the CES

leaders, attend collaborative meetings, and continue to center our efforts on our neighbors in need.

On our programmatic end, PATH has integrated usage of the VI-SPDAT into our assessment protocol. Our incorporation ensures that all individuals and families who engage with PATH's programs can be effectively connected with the system and matched with appropriate permanent housing as quickly as possible. Furthermore, all of our programs prioritize referrals that come through CES, based on vulnerability.

PATH has served as the lead CES agency and matcher for single adults in Los Angeles' SPA 7 since the inception of CES. We are also the SPA 4 outreach coordinator and lead for families, and house the Family Solutions Center at our PATH Gramercy location. We are subcontracted in SPA 4 to provide outreach coordination across multiple agencies, as well as housing navigation and rapid re-housing.

We are also an active and subcontracted partner in SPA 5, focusing on areas not served by other providers. Our South Bay Connections program, which started earlier this year, has been able to enhance the existing CES infrastructure in SPA 8 by providing outreach, housing navigation and focusing our efforts in cities outside of the primary service areas of other providers. Through this effort, PATH has also engaged a number of Los Angeles cities in CES, and ensures that all individuals served are entered into the system, while also taking referrals from CES for individuals who have been assessed but do not have an assigned navigator. Additionally, PATH has committed permanent housing resources in all eight SPAs. In the past five years since CES has been in existence, PATH has housed over 1,000 clients within Los Angeles County using the system. Additionally, PATH's leadership has been instrumental in

establishing CES systems in the Counties of San Diego, Santa Barbara, and Santa Clara, as well as the City of Long Beach.

2. Overall Program Goals and Expected Outcomes

PATH's goals and expected outcomes will adhere to guidelines and expectations set forth by the Department of Housing and Urban Development (HUD) and the Orange County Ten Year Plan to End Homelessness. We will prioritize reducing the overall homeless population and the length of time people experience homelessness, increasing income for residents, and reducing recidivism.

At the Center, PATH will operate 100 beds for adult men and women experiencing homelessness in Orange County, providing more than 35,000 bed nights, serving 250 unduplicated residents. We will strive to transition residents into permanent housing or a recovery-oriented program within 30-90 days, though residents may receive additional time, as needed.

Of those served, PATH expects to meet the following goals:

- 60% will transition into permanent housing.
- 85% of those permanently housed will retain housing for at least one year.
- 35% of residents will increase their income through public benefits and/or employment.

V. CONNECTION TO AND KNOWLEDGE OF THE LOCAL COMMUNITY

PATH has numerous Orange County stakeholders (faith groups, businesses, and individuals) who support and volunteer with PATH. Our executive leadership has met with representatives of the government, United Way of Orange County, nonprofit agencies, and faith institutions to explore partnerships and opportunities for PATH programs in the region.

Furthermore, three of PATH's seven team leaders and many of our staff members live in Orange County.

VI. CERTIFICATION

A. Non-Discrimination: This agency will, through all possible means, ensure equal opportunity for all persons to receive services, to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, sex, or sexual orientation. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.

B. The undersigned hereby certifies that all information given by the Service Provider in this Proposal is true and correct as of the date hereof. Non-collusion: This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

C. The undersigned hereby certifies that the Service Provider has read this Proposal and agrees that, should the project be approved, the organization will abide by the covenants contained herein.

D. The undersigned is duly authorized to execute this document on behalf of the Service Provider as of the date written below.

E. The undersigned proposer acknowledges that he/she has thoroughly reviewed all

pages for this RFP. Proposer further acknowledges that he/she is aware of all the requirements of these documents and agrees to same. The proposer shall be bound to furnish the services specified according to requirements herein, upon acceptance by City of Placentia.

This Proposal must be signed by a board officer (layperson) and the staff officer to whom future questions and correspondence may be addressed. Signatories attest to the accuracy of the information. Any figures that are estimated should be marked (e).

Submitted this 7th **day of** August , 2019.

PATH (People Assisting the Homeless), Los Angeles, CA, 90004

Organization Name **City/State** **Zip Code**

Lay Officer of Service Provider

By: Terry W. Bird

Printed Name of Authorized Representative

Name: Terry Bird

Signature of Authorized Representative

Title: Co-President, PATH Board of Directors

Date: August 7, 2019

Staff Officer of Service Provider

By:

Printed Name of Authorized Representative

Name: Jennifer Hark Dietz

Signature of Authorized Representative

Title: Deputy CEO and Executive Director

Date: August 7, 2019

III.5. List of Year-Round Emergency Shelters Operated By PATH

Name of Shelter	Location	# of Beds
PATH West Los Angeles	West Los Angeles	30
PATH Metro Villas Homeless Shelter	Central Los Angeles	98
Studio Club (64 current, 60 opening fall 2019)	Hollywood, Los Angeles	124
PATH Bridge Housing on Schrader	Hollywood, Los Angeles	72
Casa Azul	Central Los Angeles	41
PATH Santa Barbara	Downtown Santa Barbara	100
PATH Santa Barbara Inclement Weather	Downtown Santa Barbara	100
PATH San Diego	Downtown San Diego	150
PATH San Diego Inclement Weather	Downtown San Diego	34
PATH Bridge Housing on Beacon (opening fall 2019)	South Bay, Los Angeles	100
Bridge Home Venice (opening fall 2019)	Venice, Los Angeles	154
	Total beds	**1,003**

III.6. List of Rapid Re-Housing Funding Administered by PATH

	FY18-19		FY17-18		FY16-17	
Program	**Total Budget**	**Total Contracted to Serve**	**Total Budget**	**Total Contracted to Serve**	**Total Budget**	**Total Contracted to Serve**
Metro LA SPA 4 CES	$4,211,156	286	$3,847,182	314	$1,412,550	144
West LA SPA 5 CES	$2,355,038	160	$2,017,334	175	$1,270,326	144
South LA SPA 7 CES	$4,426,455	245	$3,961,344	242	N/A	N/A
South LA SPA 7 CES	$482,710	34	$362,032	34	N/A	N/A
South LA SPA 7 CES	$75,680	69	$540,000	129	$400,000	142
South LA SPA 8 CES	$1,369,769	121	$980,717	94	$298,382	41
Metro LA Family FSC	$6,071,903	194	$3,728,916	225	$399,868	180
City of Long Beach HUD CoC RRH	$353,728	30	$344,882	30	$344,882	30
Metro LA Veterans SSVF P1	$4,893,543	760	$2,020,000	250	$2,020,000	250
Metro LA Veterans SSVF P2	N/A	N/A	$2,000,000	350	$2,000,000	350
San Diego SDHC RRH	$239,000	46	$189,000	36	$48,566	15
San Diego Karibu RRH	$214,354	21	$210,813	27	N/A	N/A
San Diego Whole Person Wellness	$1,000,000	100	$1,000,000	100	N/A	N/A
San Jose RRH	$268,267	30	$200,000	30	N/A	N/A
Santa Barbara RRH	N/A	N/A	$22,000	95	N/A	N/A

PATH Leadership Team

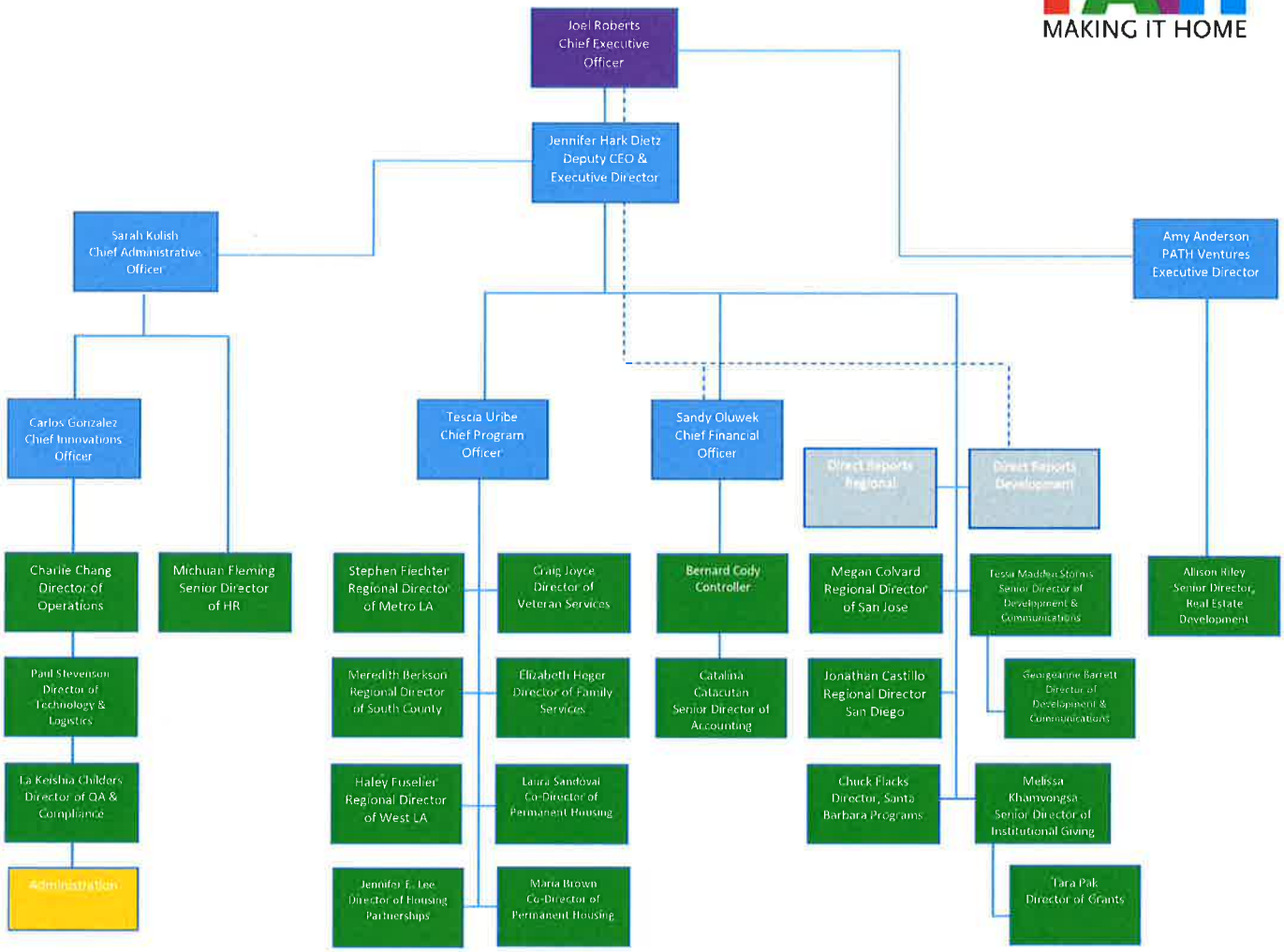


EXHIBIT A

PATH Placentia Navigation Center—Option 1
Organizational Chart

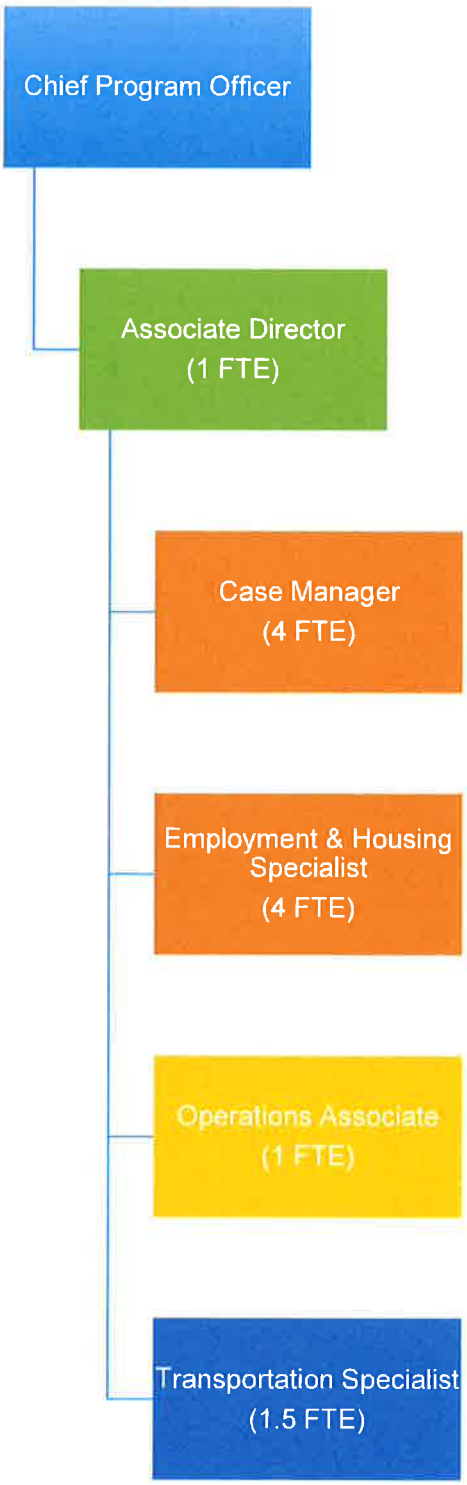


EXHIBIT A

PATH Placentia Navigation Center—Option 2
Organizational Chart

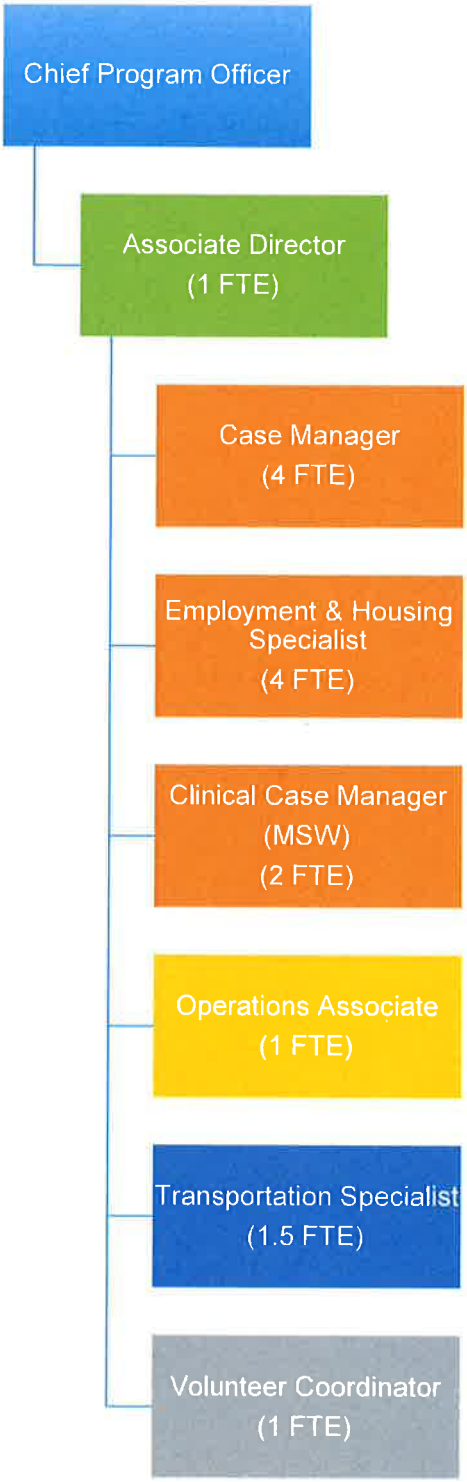


EXHIBIT A

PATH Placentia Navigation Center—Option 3
(Supplement to Option 1 or 2)
Organizational Chart

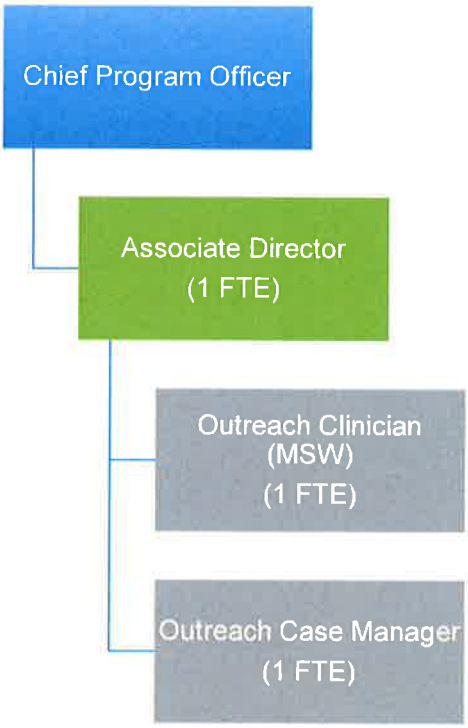


EXHIBIT A

PATH Placentia Navigation Center Staff Responsibility Matrix

PATH MAKING IT HOME

	A - Accountable	R - Responsible	C - Consulted	I - Informed

Project Tasks	Chief Program Officer	Associate Director	Clinical Case Manager (MSW)	Case Manager (swing & weekend)	Employment & Housing Specialist	Volunteer Coordinator	Operations Associate	Transportation Specialist	Outreach Clinician (MSW)	Outreach Case Manager
Oversight and Management	C	R	I	I	I	I	I	I	I	I
General Maintenance	A	A	I	I	I	I	R	I	I	I
Cleanliness	A	A	I	I	I	I	R	I	I	I
Logistics	A	A	I	I	I	I	R	I	I	I
Outreach	A	A	C	C	C	I	I	I	R	R
Intake	A	A	C	R	C	I	I	I	C	C
Assessment	A	A	C	R	C	I	I	I	C	C
Care Coordination	A	A	C	R	C	I	I	I	C	C
ICMS	A	A	R	C	C	I	I	I	C	C
Housing Navigation	A	A	C	C	R	I	I	I	C	C
Employment	A	A	C	C	R	I	I	I	C	C
Landlord Outreach and Engagement	A	A	C	C	R	I	I	I	C	C
Create and Maintain Available Housing Inventory	A	A	C	C	R	I	I	I	C	C
Increase Residents' Income	A	A	C	C	R	I	I	I	C	C
Employer and Education Providers Outreach	A	A	C	C	R	I	I	I	C	C
Transport Residents	A	A	I	I	I	I	I	R	I	I
Pick Up Meals and Food Donations	A	A	I	I	I	A	I	R	I	I
Donation Coordination	A	A	I	I	I	R	I	C	I	I

EXHIBIT A

EXHIBIT B

MANAGEMENT, OPERATIONS AND PUBLIC SAFETY PLAN

City of Placentia Navigation Center
Management, Operations and Public Safety Plan

DRAFT

EXHIBIT B

SECTION I. SHELTER ADMINISTRATION

A. Program Description

1. Population Served

Navigation Center and Services

The Navigation Center will serve 100 shelter clients while providing access to a range of programs and supportive services. To ensure that the shelter will meet the needs of the community in serving chronic and vulnerable homeless people, clients will be admitted with minimal, "low-threshold" requirements so that chronic and vulnerable homeless people can easily enter and remain in shelter until they can find permanent housing.

Those accessing the Navigation Center will include homeless single men and single women.

Each client will be screened for sex offender and active felony warrant status before admission (screening will take place prior to the arrival at the facility as part of the bed reservation system), as detailed in the "Admission Criteria and Procedures."

2. Program Description

The Navigation Center is designed to provide safe shelter, basic needs, and access to support to move individuals and families out of homelessness and into permanent housing opportunities.

Access to safe shelter

The Navigation Center will accommodate overnight sleeping for 100 individuals per evening. Access to the Navigation Center is provided 24 hours a day, seven days/week, 365 days a year. In order to decrease the impact to the surrounding neighborhood, access to bed availability will be handled through a reservation system. No walk-ins for the Navigation Center or services will be permitted.

PATH will provide on-site staff to track daily bed inventory and communicate daily bed vacancies with service providers. Additionally, a percentage {5%-10%) of beds will be held each night, with a portion specifically for the host city, to prioritize referrals from local police and/or for emergency or special situations.

Length of Stay

There is no set minimum and the maximum length of stay will be consistent with the City Policy. Each client will have an Employment and Housing Navigator supporting their progress toward Housing Stabilization. The program is designed to provide this support until a housing option becomes available. However, at any time a client may be exited from the shelter for safety or continual shelter violations as outlined in the "Exit and Readmission Policies". Additionally, if a client exceeds 30 days intensified housing location and exit plan strategies will be implemented. Consistent with national best practices and trends, the goal for length of stay should be 30 days or less. PATH will maintain a report to account for clients with lengths of stay exceeding 30 days and reasons why with accountability to Advisory Boards.

Sleeping Areas

Beds will consist of single and/or bunk beds. Each client will be assigned a bed and bedding for the length of their stay.

Space will be divided to allow for separate sleeping areas for both men and women.

Flexible sleeping space will also be provided for transgendered populations, those dealing with illness, or for other special needs populations. Flexible bed space must not exceed building capacity.

Breakfast, lunch, dinner and snacks will be provided for all clients in a central dining area. PATH will work with the community to attempt to secure donated Breakfast, Lunch and Snack Items. Hot Meals will be purchased and delivered to the site. These meals will be served to clients of the shelter by both paid staff and volunteers.

Hygiene Facilities

Hygiene facilities will be provided on-site including toilets, showers and laundry facilities. Clients will be encouraged to utilize these facilities as daily resources to them. Toiletries will be provided by PATH to clients as needed.

Transportation

No walk-ups will receive shelter access. New clients and returning clients will receive direct transportation to and from the shelter daily. Dates and times for daily pick-ups are outlined in the "Transportation Policies." It is recommended that there be up to three (3) designated locations that provide ample geographic range for those seeking shelter services in North Orange County as well as take into consideration community impact and safety considerations. Locations will be selected by the host city/police department and/or in collaboration with neighboring police departments. PATH will not drop-off/pick-up other than at agreed upon locations.

Security

PATH will follow policies and procedures that promote utmost safety for clients, staff, volunteers, and the community and will strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate. The security plan will include a multi-faceted approach involving screening for sex offenders and felons with open warrants, secured entrances, random security searches upon entrance, confiscation of harmful contraband, trained security personnel providing around-the-clock indoor and outdoor coverage, security cameras and lighting. Other program elements that will support security efforts include no walk-ups and no loitering policies.

Storage

All clients will have access to personal storage space. Each client bed will have a small storage locker or bin for personal valuables. A limited number of outdoor storage bins will be available to clients through a reservation process. Additionally, a refrigerated storage area will be available to clients with medication needs.

Employment and Housing Navigation Services

Upon entering the shelter, each client will be assigned to an Employment and Housing Navigator. The primary function of the Employment and Housing Navigator is to work side-by-side with the client to create a pathway toward permanent housing opportunities, with the ultimate goal of ending their homelessness within a 30-day timeframe. Additionally, the Employment and Housing Navigator is to provide resources and support to the client during their stay. The Employment and Housing

Navigator will ensure that all clients are entered into the Coordinated Entry System, as the first line of housing engagement.

Together the Employment and Housing Navigator and the client will complete a Housing Plan, which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the Employment and Housing Navigator will document the client's progress towards actions outlined in the Housing Plan.

Daytime Program Activities

As a 24-hour Year-Round Emergency Shelter Program, staff will encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Daytime program activities include but are not limited to, the following:

- Access to day-time service providers
- Life skills classes and workshops
- Indoor and outdoor recreational activities

3. Services Provided

While the completed Navigation Center should incorporate an extended combination of basic needs services as well as supportive services aimed at creating pathways into housing.

The Navigation Center should include at a minimum the following baseline services (in ranked priority):

	SERVICE	PROVIDED BY
1	Intake/Assessment/Case Management/Housing Navigation	PATH
2	Crisis Evaluation	Mental Health in collaboration **w/HCABHS**
3	On Site Centralized Intake	PATH
4	Beds on Site	PATH
5	Transportation Services and Assistance	PATH in collaboration with transportation vendor
6	Security	PATH in collaboration with 3rd party security vendor
7	Meals/Food	PATH in collaboration with food preparation vendor
8	Parking	PATH
9	Homeless Prevention/Diversion Assistance	Service Partner
10	Drug and Alcohol Treatment Referrals	Service Partner
11	Commissary/Dining Hall	PATH
12	211 {off site)	Service Partner
13	Employment/Job placement Referrals	Service Partner
14	Laundry	PATH
15	Storage {on/off)	PATH
16	Resource Information and Referral services {on/off site)	PATH in collaboration with Service Partners

4. Coordinated Entry System Integration

The Navigation Center will serve as a designated "Entry Point" of the Coordinated Entry System. PATH will include in its staffing plan designated staff to conduct Diversion screening and prevent those with other resources from entering the homeless shelter system.

Additional staff will be trained to complete on-site VI-SPDAT assessments. Employment and Housing Navigators will also assist Navigation Center clients obtain the necessary documentation to move forward in their housing connection process, once matched to permanent housing opportunities by the Coordinated Entry Module.

5. Target Goals/Expected Outcomes

The target goals and expected outcomes for the Navigation Center will adhere to guidelines and expectations set forth by the U.S. Department of Housing and Urban Development's HEARTH Act as well as the Orange County Ten Year Plan to End Homelessness.

The Navigation Center should not be regarded as a singular program but should provide support to the entire Orange County Continuum of Care (CoC) helping to move the system towards higher a level of system performance, a reduction in the number of persons who experience homelessness in our community and an increase in access to housing opportunities for chronically homeless individuals utilizing Year Round Emergency Shelter Program services.

Indicators for measuring effective system performance should include the following key considerations:

a. Reduction in First Time Homeless –

   Are fewer people experiencing homelessness for the first time? Are only persons who have no safe, appropriate housing option being admitted to shelter?

b. Overall Reduction in Number of Persons Who Experience Homelessness -

   Are overall rates of homelessness declining? Is street homelessness declining? Is chronic homelessness declining?

c. Reduction in the Length of Time Homeless -

   Do people stay homeless for shorter periods of time? A reasonably short length of time homeless indicates system and program success in rapidly re-housing persons who are homeless. It can also indicate efficiency related to turnover of beds, which is essential to meet system demand for Year-Round Emergency Shelter Program.

d. Successful Resolution of Housing/Homeless Crisis -

   Do people resolve their housing/homeless crisis successfully by maintaining/obtaining permanent housing? Are people successfully connected to community-based supports?

e. Reduction in Recidivism (subsequent return to homelessness) Are repeat occurrences of homelessness avoided or declining?

PATH will work in cooperation with the Orange County Commission to End Homelessness and the Emergency/Transitional Shelter Implementation Group to set community benchmarks and multi-

year goals to measure successful program implementation for the Year-Round Shelter.

B. Admission Criteria and Procedures

1. Client Rules and Guidelines

A prospective client must be willing to participate in all aspects of their care, follow Year-Round Emergency Shelter rules and maintain appropriate behavior with consideration for other clients of the shelter. All clients must review and sign a copy of the "Shelter Rules" document prior to entry. Intake staff will assist any clients who may have difficulty understanding or reviewing the rules.

2. Identification Requirements

A form of official identification is required to verify identity; however, a client will not be denied access to shelter services without one. Employment and Housing Navigators will assist clients in obtaining a California ID, providing each client with a no-cost ID voucher.

3. Screening Requirements

No person validated on the sex offender registry (Megan's Law) will be allowed to access the shelter property (screening will take place prior to the arrival at the facility as part of the bed reservation system). Additionally, no felons with open warrants will be allowed to access the shelter property. PATH will work cooperatively with the local police department and will utilize http://ws.ocsd.org/Arrest Warrants to screen clients for open warrants.

4. Bed Reservation System

The City of Placentia Navigation Center, operated by PATH, provides emergency beds for literally homeless men and women with priority for those living in the City of Placentia and the North Orange County area. All reservations are secured through North Orange County outreach and engagement agencies who will receive notification when beds become available. Once a referral is received and pre-screened clients are given a time and directions to one of several pick-up locations. A shuttle will pick them up and transport them to the shelter.

PATH is required to manage and update daily, a designated system for capturing bed inventory, reservations and vacancies. 5-10% of shelter beds will be held each night to allow for referrals from local police department and other emergency and/or qualified situations.
Based on space availability, bed vacancies may be disseminated to Coordinated Entry or other referral partners.

5. New Clients

New clients will be screened using the phone intake system and provided a reservation number, shuttle pick up time and location.

Beds will be assigned based on availability and eligibility results. As instructed, new clients should arrive at the designated shuttle pick up location, or at the shelter through their own transportation (with prior shelter approval), by 4:00 PM each night. Those who do not arrive at the designated time without communicating previous arrangements will forfeit their bed for the night.

Those who did not receive a bed during 1st bed assignments may meet the 2nd 7:00 PM shuttle at

the designated location to inquire about availability and register for any unclaimed beds. Arriving at the later pickup time does not guarantee a space will be available or that the potential client will be eligible for services.

The shuttle will transport clients directly to the Navigation Center site.

Clients will not be allowed to loiter in the neighborhood surrounding the Navigation Center facility or the bus and/or shuttle pick up locations at any time. There will be strict enforcement of shelter client contract rules which could result in permanent exit from the facility if not followed.

Drop-off/pick-up locations are an extension of the shelter and thus any violation such as loitering constitutes a violation of the shelter rules which will be strictly enforced. PATH will conduct random daily checks of 1-mile diameter to shelter and drop-off/pick-up locations to enforce shelter rules and avoid loitering and homeless congregations. Upon arrival, clients will go through a security screening process and work with an Intake and Admissions Coordinator to be informed of rules and regulations of the Year-Round Emergency Shelter Program, complete necessary intake paperwork and obtain a shelter ID card.

6. Day Leave and Returning Clients

Two morning shuttles will be available to clients who have a desire to leave the facility during the day for employment or personal appointments. These will be modified based on client need.

Clients who leave the program during the day may return via the 4:00 PM shuttle to ensure that their beds remain claimed. Those using the later, 7:00 PM shuttle will inform their Employment and Housing Navigator or shelter bed reservation staff member to ensure their bed reservation is saved.

Clients arriving later than 7:00 PM for special circumstances such as employment or discharge from the hospital, must communicate with their Employment and Housing Navigator their anticipated arrival time. No client will be allowed into the shelter after 10:00 PM unless for valid reasons approved by their Employment and Housing Navigator and/or the shelter bed reservation staff member. Failure to communicate this could result in forfeiture of their bed reservation and subject to "Readmission Policy" protocols.

Clients who are unable to meet the two evening shuttles must arrange alternate transportation to the shelter site; no later pickups will be provided.

7. Hours of Operation

The Navigation Center is open 24 hours, 365 days per year. These hours of operation will be in effect seven days per week, every week regardless of holidays or weather.

5:00AM	Early Wake Up If needed
7:00 AM-8:00 AM	Breakfast Served
6:00AM	First Shuttle for morning drop-offs

7:00AM	Second Wake Up Call If needed
8:00 AM-10:00PM	Common Area Open
10:00AM	Second (final) shuttle for morning drop-offs
12:00 PM-1:00 PM	Lunch Served
Snacks available all day)	
4:00 PM	First Shuttle for evening pick-ups
6:00 PM-7:00 PM	Dinner Served
7:00 PM	Second Shuttle for evening pick-ups
10:00 PM	Lights Out in Sleeping Area

*Individuals may request an early or late plate for all meals.

C. Overflow Management

1. Coordinated Service Delivery Plan

It is anticipated that in the early stages of operation for the Navigation Center need and demand will outweigh the capacity of the 100 bed Year-Round Emergency Shelter Program. Therefore, it is imperative that a Coordinated Service Delivery Plan be implemented that includes coordination of the following diversion and redirection strategies:

a. Homeless Diversion -

PATH will include homeless diversion screening at intake to ensure that those with alternative resources will not be accessing the homeless system. PATH will either provide direct referrals or partner with an agency that can offer successful diversion assistance.

b. Coordination with Transitional and Bridge Housing providers -

PATH will work with service providers to locate Transitional and/or Bridge Housing vacancies. This form of housing will be utilized by returning clients who have been matched with a housing opportunity and will soon move into permanent housing. This strategy will increase the Navigation Center bed turnover rate as clients are successfully matched to alternate housing opportunities.

c. Coordination with other Navigation Center providers -

PATH will partner with other emergency shelter program providers to redirect overflow to any additional shelter beds that may be available in the county.

2. Overflow Policies

The Bed Reservation System is designed to prevent and minimize overflow and capacity issues for the shelter. A daily bed utilization count will ensure that the 100-bed capacity will be fulfilled each evening, as need for beds persist.

In the event of a community-wide natural disaster or in extreme weather situations deemed so by state, county, or city authority, the shelter will maintain a "no walk-up" policy.

D. Exit and Re-Admission

1. Exit and Readmission Policies

Clients will be considered to have exited the program when they voluntarily leave or are exited from the shelter for safety or continual shelter violations or find alternate housing.

When a client exits of their own volition or is exited for shelter violations, the client may contact the admission hotline to screen for readmission eligibility,

Length of exit for safety violations will depend on the severity of the infraction.

PATH staff shall be balanced in their approach to program exits and readmission policies as it pertains to rules violations and infractions. Such policies should include considerations to maintain a safe and effective facility, safety for clients, volunteers, staff and the surrounding neighborhood as well as demonstrate compassion toward homeless individuals who face increasingly vulnerable situations if forced to exit from a shelter situation to places not suitable for human habitation.

It is recommended that Infractions will be subdivided in a Multi-Tiered System based on the perceived impact of the infraction. Consequences for each tier level should be fitting and just for the level of the infraction and its perceived impact on the wellbeing of stakeholders.

As an example, a Tier 1 level may include "Basic Program Guideline Infractions" such as smoking in the bathrooms, not leaving sleeping area on time in the morning, cutting in line, etc. Tier 2 may include "Moderate Infractions" such as possessing marijuana or alcohol on site, client fighting (minor scuffles), disrespect toward volunteers, etc.

For disobedience of rules in Tier 1 or Tier 2 there will be increasing enforcement actions including verbal warnings and discussion with their case manager on how to be a good neighbor. After a compounded number of infractions in these tier levels, a client may be asked to leave, and staff will determine and give them the designated time line for which they can be readmitted.

Infractions at the Tier 3 level would be are "Major Infractions" that include illegal drug use or possession, violent attacks/fights, possession of weapons, etc. PATH maintains a zero-tolerance policy towards violence, sexual misconduct, other criminal activity, and drugs and medications used or possessed beyond the scope permitted in the "Health Polices". These behaviors, when substantiated, are punishable by immediate expulsion upon first offense. Further readmission will be reviewed.

Clients who use the facility, programs, and services in violation of a specific rule will be obliged to adhere to those consequences. The consequences may also be subject to intervention by law enforcement, and if necessary, prosecution up to the limit of the law.

2. Exit Procedures

When a client is asked to exit due to disobedience of rules, violence, or criminal activity, security will escort the person off the property and those exited will be transported to a self-directed location out of the surrounding area.

E. Employment and Housing Navigator Services Policy

Shortly upon time of admission into the shelter, each client will be assigned to an Employment and Housing Navigator. The primary function of the Employment and Housing Navigator is to work side-by- side with the client to create a pathway toward permanent housing opportunities, with the ultimate goal of ending their homelessness within a 30-day timeframe. Additionally, the Employment and Housing Navigator is to provide resources and support to the client during their stay.

The Employment and Housing Navigator will ensure that all clients have a complete assessment and are entered into the Coordinated Entry system, as the first line of housing engagement. Employment and Housing Navigators will assist Navigation Center clients in obtaining the necessary documentation to move forward in their housing connection process, once matched to permanent housing opportunities by the Coordinated Entry Module.

Together the Employment and Housing Navigator and the client will complete a Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting weekly, the Employment and Housing Navigator will document the client's progress towards actions outlined in the Housing Plan. Additionally, Employment and Housing Navigators will work with clients to provide any community referrals as necessary.

1. Documentation of Employment and Housing Navigation Services and Data Security Policies

Employment and Housing Navigators will keep case notes in both hard copy paper files and in the HMIS database to track every client's progress and participation in the Year-Round Emergency Shelter Program. These files are also used to track the resources and referrals given, support rendered, and any infractions the client may accrue. Outcomes are recorded at exit and throughout participation in the program.

Paper files will be stored in a secure, locked location only accessible by necessary staff.

PATH will use HMIS as its primary database and ensure that every client completes and signs an Orange County HMIS Client Consent Form upon entry into the program. Intake Specialists and Housing and Employment Navigators will ensure collection of all HUD Data standards as required by the HMIS system.

PATH will have a policy restricting computer access records and client information to authorized staff. All database and HMIS access will require passwords by authorized users.

Disclosure of client information to other social service agencies may be permitted only with the client's written consent. Disclosure of records relating to clients may be released without client consent in certain circumstances as required by law.

F. Daytime Program Policies

Clients that are participating in the Navigation Center may, but are not required to, leave the facility during the day. PATH will make every good-faith effort to encourage all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime.

Two morning shuttle times will be available to clients who desire to leave the facility for work or personal appointments, one at 6:00AM and one at 10:00AM.

If not utilizing the morning transportation services, clients are encouraged to stay at the facility. Clients will have access to daytime services through partner organizations and will be able to meet

with their assigned Employment and Housing Navigator on a weekly basis. They will also have access to activities provided by shelter staff and volunteer organizations. Clients are welcome to use the facility's recreational areas, and designated outdoor spaces.

G. Supportive Services Program Policies

1. Lead Agency Protocols

The role PATH is to recruit and manage a group of partner agencies specialized in providing an array of supportive services beneficial to Navigation Center clients.

PATH will ensure that the Emergency Shelter has flexible hours to allow clients to come before or after work, or alternatively, on the weekends.

PATH will also engage participation in and facilitate quarterly meetings of the Service Partner Advisory Board.

2. Requirements for Service Provider Partners

All service providers who desire to offer direct services at the Emergency Shelter will complete an interest application and will be required to enter into a formal Memorandum of Understanding (MOU) with PATH to participate.

Responsibilities of the Service Provider Partners will include, but are not limited to:

- Set and maintain their own appointment schedule with clients;
- Provide clients with access to transportation to fulfill their scheduled appointments, if needed;
- Agree to share service output and outcome information
- Communicate Service Providers reservation conflicts with PATH staff and management;
- Respect, maintain and keep clean Service Providers meeting Area
- Respect and cooperate with PATH staff, other service providers and clients;
- Participate in quarterly Service Partner Advisory Board meetings and provide input to the improvement of the Year-Round Emergency Shelter Program.

H. Good Neighbor Policy - Community Coordination and Communication

1. Communication and Coordination with Neighborhood, Businesses and Public

PATH is committed to communication with neighbors on an ongoing basis. As part of this commitment, prior to commencement of any services at the Year-Round Emergency Shelter Program, PATH will facilitate a number of Community Forums, as needed. These Community Forums will provide opportunities to answer any questions members of the surrounding community might have on the operation of the Year-Round Emergency Shelter Program.

PATH will also create and maintain a program website that will include important information for community stakeholders and clients alike. The website will include a "Frequently Asked Questions" section which will help to provide instant answers to community concerns. Additionally, the website will include a digital copy of PATH's full "Good Neighbor Policy" and "Management and Operational Plan" to be made accessible to the public.

Visits by members of the community and tours of the facility will be available by scheduling an

appointment with PATH Staff.

PATH will have program brochures available on-site as well as disseminate these resources to groups throughout the community. Information on the brochures will highlight the various services at the facility as well as criteria for admission and eligibility. Volunteer, in-kind and donation opportunities will also be listed for those who wish to support the program.

PATH will use current media guidelines and appoint a lead to handle all media requests. The lead will be charged with ensuring that the public is regularly updated on the progress and successes of the shelter program through various local media outlets.

2. Communication and Coordination with Local Police and Fire Departments

PATH is committed to communicating and working collaboratively with local police and fire departments through all stages of program implementation from facility design to program execution. The intention of PATH is to be as self-sufficient as possible and minimize the shelter's impact on the local police and fire departments. This includes ensuring that staff and security are trained to properly manage and respond to an array of difficult situations that may occur at shelter.

PATH will provide an array of services and support that will be beneficial to local police and fire departments. During Phase I, these services include, but will not be limited, to:

- Security Officers stationed on-site
- Designated beds reserved each night for law enforcement referrals (including percentage set- aside for the host city)
- Staff Neighbor Patrol will monitor surrounding area to control issues of loitering, abandoned property, and other blight
- Training opportunities on mental illness, homeless sensitivity or other topics of interest to supplement existing department trainings
- Direct referral access to the Coordinated Entry system to assist local law enforcement officers to connect homeless individuals with housing opportunities
- Statistical reports on number of clients served, length of stay and/or demographic information

Additionally, the Operator will meet with local law enforcement from the host city and surrounding police departments. Initially, it is suggested to meet once a month when shelter opens. Law enforcement will have the ability to bring forward operator non-performance directly to the County.

3. Communications and Coordination with City, County, and Service Providers

Operation of the Navigation Center will be for the public good and to move the homeless Continuum of Care system, as a whole, forward. As such successful implementation of the Navigation Center will require the partnership of various stakeholders including the City, County and other Service Providers.

PATH is committed to working cooperatively with numerous other service providers, community, and government organizations to serve the needs of the homeless population in the City of Placentia.

In order to effectively manage and operate a robust Multi-Service Center when construction is complete, one that provides an array of services for the shelter clients, PATH must demonstrate a strong history of collaboration and willingness to engage other service providers.

Additionally, PATH will be responsive to and provide support to the City Council Members and the

County Board of Supervisors as needed, in relation to the outcomes and operation of the program.

4. Policies for Community Involvement

PATH will be committed to active participation in city and county-wide community events. To the extent that reasonable and feasible representatives of PATH will attend meetings of the local Neighborhood Association(s) and local Chamber of Commerce(s) when invited and communicate with neighborhood and business participants.

Additionally, PATH may sponsor special events, such as community resource fairs, which will include the community and the neighborhood on various occasions.

5. Policies for Neighborhood Patrol

A PATH staff led Neighborhood Patrol will assemble on weekdays to patrol an area 1/4 mile around the shelter perimeter. The role of this patrol group is to collect litter, promote cleanliness, engage with neighbors, and enhance safety and cleanliness of the immediate vicinity.

Additionally, they will identify issues of loitering, unauthorized parking of client vehicles in the neighborhood, abandoned property, shopping carts and other blight. A log will be kept of the weekly patrols. The following actions will be completed by the Neighborhood Patrol:

- Litter and trash items on and immediately adjacent to the facility will be removed from the area and properly disposed of
- Clients found loitering will be issued a warning. Violations of this rule may cause a client to be exited from the facility
- Unauthorized parking of client vehicles in the neighborhood are subject to towing
- PATH will contact city designated shopping cart retrieval program to collect all shopping carts found that do not contain items of personal property
- PATH will follow city codes for removing personal property found in surrounding area
- PATH will work with law enforcement to have staff conduct outreach and engagement activities to homeless in surrounding community such as parks, river bottoms, etc.

I. Shelter Advisory Boards

Shelter Advisory Boards will be established and maintained to provide review of the operations of the Year-Round Emergency Shelter Program, enhance community relations, and bring information

of any strengths and concerns from the neighborhood, local businesses, city and county entities, service provider partners and shelter clients about the operation of the Year-Round Emergency Shelter Program.

1. Composition of Boards

The Shelter Advisory Boards will be three distinct Boards representing different stakeholders and interests. The composition of these three boards will include:

Community Advisory Board

- Representative(s) appointed by the Orange County Board of Supervisors
- Representative(s) appointed by the local City Council
- Representative(s) appointed by the local Chief of Police
- Representative(s) appointed by the local Neighborhood Association (if applicable)

- Representative(s) appointed from the local business association or Chamber of Commerce
- Representative(s) appointed by the local school district
- Representative(s) appointed from local homeless outreach agencies

Homelessness Client Advisory Board (no membership limits)

- Open invitation to current shelter clients and graduates

Service Partner Advisory Board (no membership limits)

- Open invitation to all Year-Round Shelter Service Provider partners

2. Meeting Schedule

All three Shelter Advisory Boards will meet quarterly (at minimum).

Ad Hoc meetings as necessary-a way for any member to agendize issue or rules to be able to call a special meeting.

3. Accountability and Grievance Process and Policies

In addition to providing input to the operation of the Year-Round Emergency Shelter Program, the Shelter Advisory Boards are also tasked with the on-going review of the PATH's ability to effectively administer its Operational Plan and Good Neighbor Policies. In the event that a Shelter Advisory Board finds concerns over the PATH's implementation of the program, the following processes and policies will be enacted to allow the PATH to make corrective actions toward such grievances:

1) Once a grievance has been filed, PATH and Advisory Board will create, at the meeting in which the grievance is filed, an action-plan to resolve the issues by the next regularly scheduled Advisory Board meeting;
2) At the next meeting, the action plan's outcomes will be reviewed to determine if the issue has been resolved;
3) If the issue has not been resolved, but the PATH has provided evidence of a good faith effort to follow the course of actions outlined on the plan, they will be given an additional 90- days to enact an alternative plan;
4) If the issue has not been resolved and the PATH has not demonstrated or provided evidence of following the course of actions outlined in the plan, a formal complaint will be sent to the County for investigation and possible termination of the contract with PATH. The County shall have a plan for operation of the shelter if PATH is terminated by the County, including failure to enforce plan components such as Good Neighbor Policy, bed reservation requirements, no walk-up policy, etc. The plan may include selecting the next eligible operator from the original operator RFP and/or entering into a sole source with a new operator, based on approval of the Board of Supervisors.

Additionally, law enforcement will have the ability to bring forward operator non-performance directly to the County.

J. Safety Policies

1. Facility Maintenance

PATH will keep a schedule for regular facility maintenance and cleaning. PATH will contract with a janitorial service to provide daily cleaning services for all areas utilized by clients and weekly for

office space.

Shelter Staff will rotate regular maintenance duties and inspections for minor repairs and replacements. Maintenance and cleaning forms are used to track completion of each task and reviewed monthly.
PATH will be responsible for staff training and performance in these duties.

The outside grounds will be incorporated into the maintenance schedule and rotation including cleaning of parking lot, watering of plants, maintenance and cleaning of sidewalks and patio areas, and checking of outside lights and furnishings. Graffiti will be reported to Program Manager for removal within 24 hours.

Any need for repairs will be reported promptly by staff to the Program Manager. Minor repairs may be completed by staff as trained. Major repairs are reported to the Program Manager of the Shelter. Difficult repairs will be sent out to an approved list of vendors for bids, approval, and completion.

PATH will be committed to maintaining a pest free environment throughout the premises. As such, no food will be allowed in the sleeping areas of the facility. Trash bags will be emptied daily in all areas. Inspection of client spaces and lockers will be conducted for any items that would attract pests. All staff will receive appropriate training for the identification of common pests as well as prevention and control measures. A Pest Control company will be contracted by PATH and will come regularly to spray for bugs, check for infestation of pests, and perform other pest prevention or extermination treatments that will be seen on their visits or reported by staff.

2. Fire and Earthquake Safety

Evacuation Plan for Ambulatory and Non-Ambulatory Residents

Shelter staff will be trained in protecting the safety of everyone in the facility. Staff will respond quickly and safely when an emergency, incident, or natural disaster occurs. Evacuation Routes and Exits will be posted in each major area of facility. An evacuation point outside will be designated.

In case of the need for evacuation, the present site leader during the emergency will notify all staff and clients to evacuate, call 911, and direct evacuation plan. Staff will be assigned to oversee the evacuation of clients in each work area. Staff will check client areas, assigns assistance to non-ambulatory and disabled persons, and leads clients to safety through the nearest safe evacuation exit. Staff will assemble clients outside at designated evacuation point, read bed list for attendance and search for any missing clients as safety conditions allow.

In case of fire these additional protocols will be completed:

- The Program Manager or lead staff member will pull the nearest fire alarm if it is not already sounding; the Fire Department monitors the alarm and will respond immediately.
- While evacuating clients, staff will attempt to close all door, if safe to do so.
- Before exiting a room, the Program Manager or lead staff member will touch back of hand to the door to determine if the door is cool, then open it a crack, smell for smoke, and if deemed safe, open the door and leave the building to the evacuation meeting point.
- If the door is hot, it is not opened, and staff will lead clients to leave via the nearest safe exit.
- Staff will locate and use appropriate fire extinguishers if safe to do so.
- When the Fire Department arrives, a staff person will speak to the officer in charge and give the officer a set of staff keys.
- Staff will contact the Program Manager or his/her delegate as soon as possible, if not on site.
- Staff will report incident and procedure in Incident Report and staff shift notes as directed in

shelter policy.
- Staff will report incident and procedure to the local fire authority, in accordance with kept Fire Watch Guidelines.

If the weather is inclement and if the evacuation will not be short, staff will:

- Contact the Program Manager to identify evacuation locations and disaster team if assistance is needed for client shelter, meals or services.
- Contact other Homeless Providers for services as needed.

For a false alarm or other short-term evacuation, staff will direct occupants back into the building once the Fire Department has authorized an "all-clear."

3. Fire Prevention Procedures

The Navigation Center will be approved by the Fire Department for all fire codes, sprinklers, alarms, and exits prior to service implementation. Emergency lighting will be installed both inside the facility and outside on the grounds for safety and in compliance with all codes.

No smoking will be allowed inside or outside the building within 20 feet of doors. A smoking section will be designated, and a sign posted in the enclosed patio area.

4. Fire Drills and Documentation

Fire drills will be conducted at least quarterly. Documentation of fire drills will be kept for three years in Shelter Management Files.

5. Fire Inspections and Extinguishers

The most recent annual fire inspection will be posted in a designated area of the Navigation Center facility and will be included in the Shelter Management files. Fire extinguishers will be hung in each area of the building as shown in facility plans and in evacuation plan. Fire extinguishers will be inspected and maintained per city and county requirement s. A certificate of the last most recent City of Placentia inspection will be posted in a visible designated area.

6. Earthquake Safety

Earthquake drills will be conducted quarterly by staff. The evacuation route and procedures may be the same as for other hazards. A client tally and search will be conducted once evacuation is conducted.

In case of an actual earthquake that causes damage to facility or grounds, the City of Placentia's Building and Safety Department will be called to inspect the facility as soon as safety permit s. Clients will be evacuated from building and transported to other shelter as needed.

K. Security Plan

PATH will follow policies and procedures that promote utmost safety for clients, staff, volunteers, and the community and will strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate.

1. Eligibility Screening

No person validated on the sex offender registry (Megan's Law) will be allowed to access the shelter property. Additionally, no felons with open warrants will be allowed to access the shelter property. The Shelter Operation will work cooperatively with the local police department and will utilize http://ws.ocsd.org/ Arrest Warrants to screen clients for open warrants.

2. Secured Entrances

All clients will be required to enter the shelter in a coordinated, peaceful fashion. All clients will present identification upon entry. Clients without valid California identification cards will be given supportive services to secure a valid identification card.

All clients and their belongings will be greeted by security personnel, all clients will be asked to leave contraband in secure location (amnesty boxes) Contraband items include but are not limited to: weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items or environmentally harmful goods.

Clients will sign-in upon entrance and sign out upon exit from the premises.

3. On-site Security Personnel

PATH will provide a sufficient number of trained security personnel to ensure the safety of clients and the surrounding neighborhood, 24 hours a day. Security staffing levels must be approved by the City of Placentia Police Department and adjusted as deemed appropriate by the Department.

- Security will be on site at all times and will conduct security rounds of the facility as necessary.
- Security staff will conduct rounds both inside and outside the shelter to ensure maximum coverage.
- Security staff will be accessible and visible to clients, and survey facility for any potential concerns.
- Program and Security staff will have communication with each other via portable electronic equipment.
- Security staff will be contracted through a third-party vendor and staffed by PATH. Security guards will carry non-lethal weapons such as mace, batons and handcuffs. Vendor will ensure that all security staff will be regularly trained.
- Security staff will receive "Homeless Sensitivity Training" through PATH's resources.

Daily Recommended Operational Staff to Security Ratios

Shift Coverage	Time	Staffing Levels	Security Levels
Morning Coverage	7:00AM-3:30PM	3-5 staff	1 Security Guard
Afternoon Coverage	3:00PM - 11:30PM	3-5staff	1 Security Guard
Night/Sleeping Coverage	11:00PM-7:30AM	0 staff	2 Security Guards

4. Security Equipment

Portable communication devices will be worn by staff.

5. Security Lighting

Security lighting will be used both inside and outside the facility to highlight entrances and parking lot. A staff person will escort any persons to parking lot or security gate after sunset.

6. Loitering Policy

Clients will not be allowed to loiter in the surrounding neighborhood. Violations of this rule may cause a client to be exited from the facility. PATH's Good Neighbor Policy will include regular checks of surrounding area to prevent and control loitering issues.

7. De-escalating Conflicts

All employees will receive training in communication techniques that de-escalate confrontations.

8. Entrance and Exit Procedures

All staff and clients will enter and exit through one main entrance and security checkpoint. A portable communication device will be worn by staff for control of entrance and activity inside the building. All areas of the building will be locked when not in use. The building will be zoned so that clients will only have access to the areas which they need.

All clients will present identification upon entry and their person and belongings will be searched randomly by security. They will sign in upon entrance and sign out upon exit from the premises.

Clients will enter the property by shuttle. Clients will be escorted from the designated parking lot area shuttle drop off area to the shelter entrance.

9. Policy regarding storage of client's possessions

All clients will have access to limited personal storage space. Each client bed will have a small storage bin for personal valuables.

A limited number of outdoor storage bins will be available to clients through a reservation process. A client who qualifies and requests their personal effects to be stored in these outdoor bins must sign a "Storage Bin Agreement" form which states that staff is not responsible for any items that are lost, stolen, or damaged. A client may store personal property in their assigned bin, to its maximum capacity.

A client storage log will be signed at each visit to the storage area. The storage area may be accessed, with staff supervision and only during assigned hours during the day.

All items will be stored for the length of the client's stay at the shelter. The right to store items may be revoked based on violation of rules and/or the management's discretion. Once a client has exited the shelter program, any personal effects may be stored for up to 7 days; after which, the property will be donated or disposed of. Clients who have exited from the shelter program must contact staff to set an appointment to collect their personal belongings.

In the event the client cannot come to retrieve their own property, they may name a proxy of their choosing to pick up their effects by filling out an Authorization for Release of Personal Property form. The client will be responsible for asking their designated contact person to retrieve property, if

needed.

No contraband items may be stored in the shelter. Contraband items include but are not limited to weapons, explosives, flammable or volatile substances, illegal drugs, controlled substances or drug paraphernalia, bio-hazardous items or environmentally harmful goods.

10. Policy pertaining to authorized/unauthorized search of clients' property by staff

The Shelter staff will have the right to inspect all storage areas to ensure compliance with contraband policies.

When inspecting a client's possessions without them present, two staff persons will be responsible for the search. An Authorization Form will be signed by the client at time of entrance into facility when they place items into the storage area. When items are found in the client's possession that are not suitable for storage, clients can choose to have staff dispose of the item or client may store property off site premises at their own cost.

11. Policy on Possession of Weapons On-Site

No weapons or objects which can be used as weapons will be brought into the shelter. All of a client's belongings that they are carrying on-site may be randomly searched upon entry and inspected for weapons and items that could be used as such. Anyone found with a weapon or dangerous material that can be used as a weapon will be asked to immediately dispose of the item or lock up in an amnesty box. If they refuse, they will be required to leave the premises and neighborhood of the facility. Sharp objects such as tools or scissors will be stored in locked storage areas and not taken into shelter living areas.

All kitchen knives and sharp objects, hazardous materials, and cleaning equipment that could be used as a weapon will be kept in locked areas with only staff accessibility.

12. Procedure for Contacting Police

It is the intention PATH to act as self-sufficiently as possible and minimize the shelter's impact on the local police department. This includes ensuring that staff and security will be trained to properly manage and respond to an array of difficult situations that may occur at shelter.

In establishing a procedure for contacting police, PATH will work cooperatively with the local police department to establish shelter policies and procedures on how and when to contact police for conflict resolution, trespassing, theft, unruly behaviors, loitering around property, mental health evaluation, and emergencies.

Upon consensus, a 911 protocol will be established and followed. All staff members will be trained in these procedures. 911 may be called for any medical emergencies, violent behaviors that endanger others, and suicidal ideation.

L. Health Policies

1. Housekeeping Policy

PATH understands and commits to maintaining hygienic, sanitary environments for the well-being of clients, volunteers and staff. We will maintain written, standardized housekeeping procedures. Each procedure will be designed for safety of staff and clients and for a consistent, high standard of housekeeping. Staff will be provided with training in these procedures, will be monitored in

performance of the procedures, and evaluated in their effective use of them. Training may include education on any hazardous materials with which staff may come into contact when carrying out their assigned work tasks. The complete list of procedures will be included in a Shelter Policy and Procedures Manual and made available to all employees.

Outside janitorial staff will be contracted to assist in the maintenance and cleaning of the facility. Thorough daily cleaning of all client areas including living quarters, dining areas, and common areas will be done using institution strength anti-bacterial products. Bathrooms, showers, and eating areas will be given priority attention. The dining areas will be cleaned according to strict health standards after each meal. Office space will be cleaned weekly by the contracted janitorial staff and as needed by Shelter staff and partner organizations using the space.

To prevent cross-contamination, clients will be required to store personal toiletries in plastic sealable bags on their beds when not in use. Clients will be assigned a set of linens at intake for their use while in the shelter. Clients will be encouraged to make their bed each morning. Linens will be turned in weekly to the linen vendor and new linens will be assigned.

All staff will practice universal precautions in handling of laundry, cleaning of facility, and general self-health care. Specifically:

Staff will wear appropriate protective garments (i.e. gloves) while completing tasks;
Staff will use recommended disinfecting cleaning products for each area of facility;
Staff will practice required hand-washing procedures;
All laundry will be handled according to safety and washing procedures;
Staff and volunteers will follow a set of Program Rules and Regulations for working when they are sick/contagious.

The outside grounds will be included in the housekeeping standards and schedule. The facilities outside spaces, parking lot, and green areas will be cleaned daily from debris and litter. Chairs and tables will be washed according to inside standards. Minor repairs of the facility and grounds will be completed by the Shelter staff. Any major repairs or work requiring specialized training will be completed by approved vendors.

The Service Partner agencies must adhere to housekeeping procedures as outlined in their MOU agreement. Service Provider Partners will be expected to respect and keep their areas clean after usage.

2. Service Animal Policies

Clients will be permitted to bring service animals to the shelter. Registered animals that have proof of current vaccinations in Orange County will be allowed at the facility if they do not have this; a registration shelter staff will work with the client to obtain the necessary documents and vaccinations. Service animals will be permitted to stay in the shelter and living areas. In order to qualify as a service animal, a client must produce an official letter from a licensed physician stating that the animal is needed to help the disabled individual perform some of the functions and tasks that an individual with a disability cannot perform for him or herself.

The health and well-being of all service animals brought into the shelter will be the responsibility of their owner. Clients must feed and clean up after their animals; Shelter staff will not provide food. Clients who are unable to care for or feed for their pets or cannot control them while at the shelter will be asked to remove the animals from the facility.

3. Possession and Use of Controlled Substances

PATH has a strict policy prohibiting the possession or use of alcohol or controlled substances at the Navigation Center premises by employees, residents, clients, and general public.

It will be the intent of PATH to promote a safe, healthy and productive environment for everyone. Staff recognizes that the illegal and/or excessive use of drugs and alcohol, or the inappropriate use of prescribed drugs is not conducive to a safe living environment. It will be the objective PATH to have an environment that is free from the influence of controlled substances and alcohol at all times on premises. The unlawful purchase, possession, transfer, manufacturing, distribution, dispensation or use of any illegal drug is inconsistent with the objective of operating in a safe and efficient manner and will be strictly prohibited and is contrary to the Year-Round Emergency Shelter Program's mission.

4. Policy for Drug Possession

Staff will have the right to refuse entrance to any client who is noticeably under the influence, exhibiting behavior that is inappropriate due to influence, or otherwise cannot follow the rules and expected behaviors of a client while participating in shelter activities. If alcohol, illegal substances, or paraphernalia are found in client's possession after they have completed entry paperwork and necessary security screenings, that client will be asked to dispose of the items, if they refuse, they may be asked to exit the facility at the discretion of staff. They may be given a time frame of their next eligible readmission date. The illegal drug or alcohol will be disposed of and documented by two staff following written protocol in a Policy and Procedures Manual.

5. Security, Use and Access of Prescription Medications

If a client has medications that must be administered throughout the evening/night or will be damaged by extreme heat or cold, they may retrieve them from a designated staff person. If a medication needs to be refrigerated, the medication will be packaged and labeled with person's name, bed number, and name of medication and placed inside a designated locked refrigerator.
A client who qualifies and requests their medications to be stored in a locked area must sign an Agreement Form and will have access to the medications as soon as possible by their request to the staff on duty. The client will be responsible for requesting and taking their own medications within limits of how they are prescribed. Only the person whose name is on the medications will be able to retrieve them.

6. Client Use of Over-The-Counter Medications

Use and storage of over-the-counter medications follow the same policy and procedures of prescription medications.

7. Client Access to Emergency and Medical Care

Clients may have access to medical care at any time. Client should communicate to staff member on duty their need for medical care, if possible. Medical support may be accessed through local hospitals and visiting medical care providers if they are on-site.

If a client requires first aid items, they may access them from a shelter staff member at the service desk. The staff member may assist the client in first aid care with client's permission, as he/she will be trained, and using universal precautions.

In case of a seizure, staff will be trained in appropriate safety precautions and will call support from 911 if seizure persists or causes bodily harm. If a client needs emergency or serious medical care,

the staff on duty will call 911 and follow 911 procedures. In case of an injury, staff will not move the client. They will contact other staff, call 911, and if appropriate, check breathing and pulse and begin CPR if needed. One staff member or trained volunteer will attempt to keep the client comfortable and keep other clients away from immediate scene, while another staff member will wait for medical personnel, give medical personnel information about client, and direct them to client.

The Program Manager will be called as soon as possible. After client emergency or incident has been controlled, the lead staff member will complete an Incident Report form, which will be sent to the Program Manager and higher-level staff as needed.

8. First Aid Equipment, Supplies and Procedures

PATH Staff will have first aid supplies available at all times. The first aid kit will be inspected monthly, updated as items expire, and re-stocked after each use. Staff members will be trained annually in universal precautions, first aid care, seizure, or Mental Health crisis. Any incident occurring at the Navigation Center requiring first aid will be documented in the daily report and an Incident Report will be prepared and sent to Program Manager and other higher-level staff as necessary.

9. Policies & Procedures for Disease Prevention

PATH will have protocols for prevention and treatment of certain diseases and conditions such as seizures, diabetic episodes, mental health episodes, lice, bed bugs, influenza, and other communicable and contagious diseases. Universal precautions will be maintained at all times in handling of fluids, client clothing, laundry, and in all cleaning of premises.

When an accident or injury to an employee or client occurs or when there has been damage to Shelter property, staff will follow a set protocol, which includes:

- Immediately contacting Supervisor about the situation
- Dealing with any injuries
- Securing the accident scene by obtaining names, addresses, and phone numbers of witnesses if possible, taking photos if possible, and noting any unusual circumstances
- Recording all necessary information to complete a formal report
- Not accepting any responsibility on behalf of PATH
- Reporting all accidents or injuries within 24 hours to insurance carrier

If a client shows symptoms of a contagious disease or other public health concern that might threaten another person, the client will be sent to the emergency room of a local hospital for diagnosis and treatment. If a client leaves due to disease, the bedding and client's clothes will be washed, bed cleaned, and bedding replaced on bed. Clothes and belongings will be stored in designated area and held for the maximum amount of time permitted. The Shelter will operate to conform to best health practices and concerns.

Universal precautions will be used for all handling of client possessions. Staff will follow hand-washing techniques recommended by OC Health Department.

All staff will be tested for TB as required by OSHA standards and written in our Policy and Procedures handbook. If a client shows symptoms of tuberculosis, the client will be sent for medical diagnosis and asked to receive a TB test. All clients will be offered TB testing through the Medical Services on site as a community health benefit.

M. Food Policies

1. Provision of Nutritional Needs of Clients

PATH will provide a breakfast, lunch and hot dinner to each client every day. A 3rd party food provider will deliver meals. The on-site staff will work with the 3rd party provider to ensure that meals will be nutritious and balanced.

We will include as part of our in-kind donation strategies, opportunities for food donations and partnerships with local food banks. We will also work with community and church partners and existing community meal service programs to offer opportunities to feed the homeless individuals at the shelter.

Tables will be set up for meals in the dining area of the Shelter at the scheduled meal times. Food will be served at designated times of operation for registered shelter clients only.

2. Meeting the Health Department Standards

PATH and its Food Coordinator will meet all OC Health Department standards. Inspections will be completed by the Health Department and any changes will be made if indicated.

3. Provisions for the Sanitary Storage and Preparation of Food

The Navigation Center will have limited space for storage of dry foods, refrigerated foods, frozen foods, and supplies. Separate refrigerator/ freezer space should be available for client medications. PATH will provide extra refrigeration and freezer appliances as needed to supplement safe storage of food, if space is available.

All storage areas will be cleaned on a planned schedule and outdated food will be disposed of. There will be a rotation schedule for storage and use of food in freezer, refrigerator, and dry goods pantry that maximizes use of food so that it does not become outdated.

N. Transportation Policies

The policies for travel to and from the Navigation Center will be designed to support client needs and minimize potential impact on the adjacent residential neighborhood and businesses.

The following transportation measures will be implemented:

1. Transportation Flow on and Off Property

PATH will create a plan for safe and effective flow of traffic on and off the property based on the schematics of the shelter grounds and surrounding neighborhood. Considerations should include provisions for pedestrian, bicycle, personal transportation and shuttle services.

2. Pedestrian Traffic

The shelter will operate by bed reservation only and no walk-ins will be accepted. The clients will be expected to utilize the transportation options that will be provided to them by PATH.

No walk-up policy will be posted and disseminated throughout the community.

Any individual that does walk-up will receive information on how to make a bed reservation and be provided transportation to a self-directed location out of the surrounding area to return only when the established reservation protocol has been followed.

3. Bicycle Traffic and Parking

A bicycle rack will be provided in a secured outdoor area. Bike locks will be encouraged but are the responsibility of the client to obtain. Bus and shuttle transportation vehicles will be designed to transport bicycles to mitigate foot traffic to the facility.

4. Shuttle Transportation Services

Access to the shelter will be provided by shuttle transportation services. PATH will work cooperatively with city and county officials, OCTA and other stakeholders to provide the most cost-effective means for providing transportation to and from the shelter.

It is recommended that there be up to three (3) designated pick up locations that provide ample geographic range for qualified clients seeking shelter services. Locations will be selected by the host city/police department and/or in collaboration with neighboring police departments. PATH will not drop-off/pick-up other than at agreed upon locations.

Daily shuttles (public if bus routes allow for drop off at site or private if this is required by location of the site) will be provided to transport all screened clients to the Shelter Site. Shelter staff will also conduct random checks of a 1-mile diameter area to the shelter and drop-off/pick-up locations to enforce shelter rules and avoid loitering and homeless congregations.

To avoid, long term loitering at the shuttle pick up areas, clients may arrive at the Shuttle Stop fifteen (15) minutes before the shuttle departure time.

Drop-off/pick-up locations are an extension of the shelter and thus any violation such as loitering constitutes a violation of the shelter rules, which will be strictly enforced.

The shuttles will provide a pick-up at 4:00 PM, transporting new and returning clients. Prospective new clients must be present at designated pickup locations at 4:00 pm or risk forfeiting their bed.

A second shuttle will provide pickups at 7:00 PM, transporting new clients on the daily waiting list and/or returning clients.
In the case of special circumstances, and only if arrangements have been communicated by the client to their Employment and Housing Navigator and/or bed reservation staff the prior evening, returning clients who are unable to return to the shelter at the designated time and utilize the second shuttle may use alternate public transportation to return to the Year Round Emergency Shelter Program.

Each morning, two shuttle services will be provided for clients who desire to leave the shelter for employment and other personal appointments. Scheduled times will be at 6:00 AM and 10:00 AM. PATH reserves the right to change the pickup band drop off times depending on client need.

5. Personal Vehicle Transportation and Parking

The Shelter parking lot will be available to Shelter staff. Volunteers, vendors, and community visitors may also park their vehicles in Navigation Center lot while at the facility.

Vehicles eligible to park in the Year-Round Emergency Shelter lot will be listed on the Vehicle Parking Form by license plate and client name. Vehicles in lot overnight must be registered on this log each night. Security staff will include the parking lot during security rotations.
PATH also has the right to tow any vehicle found parked in undesignated areas outside the shelter

in the surrounding neighborhoods.

6. Staff Transportation of Clients

Shelter staff members will not be permitted to transport clients under any circumstances in their personal vehicles. Only designated staff in shelter owned/operated or contracted vehicles may transport clients.

7. Delivery of Shelter Goods and Community Donations

Deliveries for shelter goods and community donations will be dropped off in a designated area. The planned location for these designated drop-offs will take into consideration pedestrian, bike and other vehicle traffic routes to minimize safety risks and impact to the shelter site and surrounding area.

It is anticipated that delivery of goods from contracted vendors will occur approximately 3 times weekly. The delivery of community donations by private donors will occur approximately 3 times daily during designated donation drop-off times. We anticipate that no trucks larger than 26' will be entering the property.

All deliveries of goods and/or donations will occur between the hours of 10AM-4PM; however, food will be delivered during meal times.

O. Financial Policies

1. Financial Requests from Clients

Financial requests from clients must be requested and received through their Employment and Housing Navigator and/or through Service Provider Partners if one is on-site. Clients will sign a designated log when they receive the requested item (bus pass, clothing/food voucher, etc.). All bus passes and/or vouchers must be kept in a locked safe in a locked office or closet at all times when not in use.

PATH and/or any Service Provider partners may offer these financial assistance opportunities to clients, when available and must establish priority levels and/or other fair means for distribution. Neither PATH nor any of our Service Provider partners will not be obligated to fulfill financial requests that they receive from clients.

2. Client Possessions and Funds

The Shelter staff will handle no client monies. Clients with funds that they keep while at the Shelter will be responsible for their security and safety. It will be encouraged by staff for clients not to have funds on site, and to store wallet, electronic devices, and any cash in appropriate locked storage. PATH will have a policy of not being responsible for lost or stolen items that is included in a Policy and Procedures Manual, listed in the signed Rules agreement, and read nightly when rules will be reviewed before intake.

Clients will not be permitted to give cash to staff at any time, for any reason.

3. Annual Outside Audit

Contained in Operator Agreement with the City.

4. Financial Reports Review

Contained in Operator Agreement with the City.

P. Legal Policies

1. Policy for Compliance with Local Laws

PATH will follow all OC Health Department and Fire Code requirements, and have staff trained for food handling, CPR, fire drills and other disaster evacuation procedures. All of our employees will work cooperatively with local law enforcement to communicate any breaking of laws by clientele while on its premises. Additionally, Shelter staff and management will cooperate with law enforcement agencies on investigations for persons wanted for crimes as much as is possible while maintaining policies on client confidentiality. City may request compliance, records, and or certificates at any time during the contract term.

2. Policy for Compliance with Labor Laws

PATH will comply with all required labor laws. OSHA training and reviews will be done during staff meetings on a quarterly basis. OSHA flyers will be posted in administrative offices.

Our pay wages will be at or above minimum wage. Employee breaks, meals, and overtime will be monitored legally and compensated as needed. PATH will be contracted with a company to examine any work injuries. The proper incident reports, Workmen's Compensation forms, and requirements will be completed.

Q. Non-Discrimination Policies

PATH will adhere to a policy of non-discrimination, which will be stated in its Policies and Procedures Manual. No form of discrimination will be allowed in the provision of client care based on age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national or ethnic origin, HIV status, disability, or veteran status.

1. Policy for Compliance with Americans with Disabilities Act

PATH will comply with appropriate standards of The Americans with Disabilities Act (ADA). Staff will be trained about and will be cognizant of any physical disability upon entrance of the client and will assist as needed to conquer any barriers from the structure of the building. Staff will receive training to work appropriately with persons with disabilities. All persons will be treated with dignity, value, and worth.

2. Gender-Specific Programming Policy

Persons accessing the Navigation Center services will be identified by the gender identification for which they choose. Staff will provide beds to persons of gender identity, expression and sexual orientation with due regard to privacy and client rights. Bathrooms and showers will be constructed with equal privacy for all clients, regardless of sexual orientation, expression, or identity. All programs and services will be available with the dignity of all clients as highest priority.

3. Sexual Harassment Policy

All clients, volunteers, and employees should be able to coexist at the Navigation Center in a trauma informed care environment, free from sexual harassment and inappropriate sexual behavior.

The Shelter will have a zero-tolerance policy for sexual harassment and inappropriate behavior of a sexual nature. No sexual harassment will be tolerated by anyone on the facility grounds - including by staff, volunteers, or clients. Clients, staff, and volunteers will be notified if, within the sole discretion of PATH's Management, any of their remarks, advances, gestures, or attire constitutes sexual harassment toward any person in the Year-Round Emergency Shelter facility.

Anyone who believes he or she has been the subject of any such behavior will be urged to report it to the staff or supervisor immediately. A report will be completed and taken to appropriate staff or supervisor for resolution. Reported incidents will be investigated on a confidential basis. Provisions will be instituted to guard the safety and emotional health of persons who have been victims of a reported incident. After proper review, a person found to have engaged in sexual harassment or inappropriate behavior of a sexual nature will be subject to disciplinary action including possible immediate exit from program or termination from employment.

4. Policy Regarding Sex Offenders

PATH will maintain strict requirements for the safety of children and vulnerable adults. Staff and volunteers will be trained in sex abuse definitions, sex offender policies, child abuse, and vulnerable adult abuse. All employees must review this training yearly and be certified to have passed its standards.

PATH will follow federal law requirements in reporting sex offenders. All clients will be screened for sex offenses through the National Megan's Law database. Screening will be conducted at the time of reservation; no potential participants with a registered sex offense will be allowed on the bus/shuttle or admitted as clients.

R. Confidentiality Policies

1. Personal Confidentiality

People seek help from emergency shelters at a difficult time in their lives. Their need for service and the help that can be given is determined through sharing of factual and personal information. For this to be effective, every client must be able to trust that every staff member and volunteer hold confidential the shared information.

Therefore, PATH and its staff will keep strict confidentiality practices as written in Confidentiality Policy. These practices include:

1) Fact of Participation: The fact that an individual is or has been a participant in the Navigation Center should not be disclosed except as may be specifically defined. Inquiries by visit, telephone or letter regarding a participant in the program should be answered with the statement that information as to whether a particular person is or has been in residence cannot be divulged; that if in fact the individual is in residence, they will be advised of the inquiry, and that, at their discretion, they will or will not communicate with the inquirer.

2) Disclosure to Other Agencies: Disclosure of client information to other social service agencies, whether on a referral to or from the agency, generally may be permitted only with the person's written consent. Information is to be withheld where enjoined by law and where by contract PATH has agreed to maintain the confidentiality of client records (as under the Privacy Act.)

Disclosure of information relating to program participants should not be made to employers, credit

agencies, unions or other similar organizations, except at the request, and with the consent of the participant.

3) Information to the Client: In some situations, it may be required by law to disclose to the participant information contained in his/her own case record. Information disclosed should be limited to that which is included in the formal case record. The formal case record should contain factual information, not counselor notes and observations. Information provided by other agencies should not be shared.

4) Law Enforcement Agencies: All requests for information regarding clients originating from law enforcement agents, should be referred to PATH's Chief Program Officer. Before any action is taken on any legal request, a staff member or program manager should contact their Legal Department as there are boundaries in place to determine the sharing of information with law enforcement personnel according to its policies on client confidentiality (as stated in the PATH's Policy Manual) and applicable law.

   When an arrest warrant or a search warrant has been issued by a court after a showing of probable cause, if such a warrant is presented to the facility relating to a client in the residence, staff will cooperate with the law enforcement agency in making the arrest or the search, preferably in a manner which will involve the least disruption of the program at the facility.

5) Written Consent: If there is any doubt as to whether client information should be disclosed, the consent of the client should be first obtained, except as otherwise required by law. The consent will be in writing on a Release of Information form and should identify the information to be disclosed, the person or agency to whom it will be disclosed, and the purpose of the disclosure, and the period of time during which authorization is granted.

6) Abuse Reporting: PATH and its staff will comply with all state and municipal laws requiring reporting to governmental agencies of instances of child abuse, domestic violence and elder abuse. Staff will report any suspicion or evidence of child abuse or vulnerable adult abuse according to law's requirements. All staff persons at the shelter will be mandatory reporters. An incident report will also be completed and submitted to the Program Manager and any higher-level staff as needed. All staff will be trained at time of hire to spot signs of abuse and to properly document and report it. Training will be repeated annually.

7) Harm to Self or Others: If a client at the shelter program shares with a staff person a viable threat to do harm to self or another, the terms of confidentiality can be revoked, as in the case of suicidal or homicidal admittance.

2. Database Confidentiality Policies

Only trained Intake staff, Employment and Housing Navigators, and management staff will be authorized to access the HMIS Database. Each staff person will have a separate password for entry. Staff is only to use computers that are authorized and HMIS compliant. No persons without a username and password set up by PATH's IT department should have access to staff-only computers.

3. Exceptions to the Confidentiality Policy

All clients will be informed that when the law requires Management to disclose client-related information, such as to prevent danger to self or others or to report child and elderly/vulnerable adult abuse, Staff will do so.

S. Grievance Policies

The grievance procedure will be applicable for any conflicts or disagreements between clients and clients and clients and staff. For example, the grievance process may be employed to address disruptive behavior or appeal incorrect formal action. However, in no way does the grievance procedure suspend the rules or consequences established in the Shelter Rules signed upon entering the program. Clients will have the right to file a grievance without the fear of harmful repercussions from staff or other residents.

1. Receiving and Posting

The Grievance Procedure should be clearly posted in the Policy and Procedure Manual and available at the shelter facility. A client will be given a copy of the grievance procedure when a conflict has occurred that cannot be resolved satisfactorily between the client and a staff person or another client, or the client has a complaint about an event that occurred at the Shelter involving that client. The Grievance Policy Form will be read by the client and signed.

2. Meeting with Staff

Once received, staff will decide at the earliest regular staff meeting which grievances warrant a meeting. If needed, a formal grievance meeting will be called, headed by the Program Manager or their assistant. Prior to this meeting, the client defendant will be given a copy of the grievance so he/she may prepare to respond to the grievance.

At the grievance meeting, the plaintiff will begin stating his/her case. The defendant will then respond. All present will be allowed to ask questions of either the plaintiff or defendant. The burden of proof rests with the plaintiff. All decisions will be binding and after the formal grievance procedure has been completed, staff and residents will be expected to regard the matter as settled and in the past.

If a client expresses a concern or makes a complaint concerning their involuntary discharge, he/she may take the following steps:

- The client may request to discuss the matter with the Program Manager, who will make a decision on any corrective action required within the boundaries of his/her authority. When appropriate the Manager will notify higher-level staff.
- If the client is still unsatisfied with the outcome, he may submit a request for intervention to the PATH Chief Program Officer, who will acknowledge receipt within a reasonable time frame. The Chief Program Officer will take any corrective action required within 10 days and inform the client, in writing, of the resolution.
- Clients have the right to ask assistance of another person to speak on their behalf, or to help fill out a grievance form.
- Client grievances will be reported in monthly program reports. The Executive Director or other PATH executive staff member entity review all grievances quarterly and/or annually, providing a level of review that does not involve the client about whom the complaint was made or the person who reached the decision.
- Grievances and resolutions should be documented in client file and incident reports

3. Whistleblower Policy

Clients should have several ways in which they may share a grievance - verbally or written, anonymous or through a third party. A suggestion and grievance box will be available in the common

area and will be checked weekly by staff.

Confidentiality will be strictly kept between the person making the complaint and the Program Manager, which will withhold information internally to the extent prudent where a complaint involves a staff member or volunteer. The Grievance Procedure will be clearly posted in the Policy and Procedure Manual and available at the facility.

SECTION II. STAFFING AND MANAGEMENT PLAN

A. Staff Policies

1. Hiring Policy

PATH is an equal opportunity employer. A copy of its applicable Equal Opportunity and Affirmative Action Policy will be available in the Employee Handbook and through the Human Resources department of the Administrative Offices.

All staff positions and newly hired staff will be approved by the Program Manager and Directors and will be thoroughly vetted through a new hire process as outlined below.

2. Screening Procedure

Position openings will be posted on various employment networking websites. Potential applicants will be screened through a two-step interview process.

3. Acceptance Procedure

A completed application packet and staff letter of recommendation will be sent to the head of the Human Resources Department who conducts a thorough background check. Every potential applicant will be screened for active warrants, violent felony convictions, sexual offenses which require registration, and legal ability to work. Staff who will be in direct contact with clients will also be required to complete Tuberculosis screening as well as training for mandated reporting policies. The applicant must successfully complete all screening requirements before they will be able to begin working directly with clients.

Upon hire, the new employee will sign a job agreement form and will be provided a job description informational sheet for their records. They will also attend a general orientation program led by the Head of the Human Resources Department. This orientation will cover important topics, such as but not limited to, sexual harassment policies, and appropriate interactions with co-workers, volunteers, and clients. Training places a heavy emphasis on appropriate conduct between staff and clients will be expected to adhere to these practices when interacting with clients. Program Managers complete a more lengthy program-specific orientation process.

4. Staffing Policies for Safe Humane Environment – In this section PATH to provide detailed staffing plan and include position titles, educational background, qualifications responsibilities, and number of staff. See example of narrative below.

The Navigation Center will be staffed to provide the safest, most dignified environment for all clients. All staff will be easily identifiable and will be required to wear PATH - Approved shirts as well as name tags while on site.
It is recommended that a total of 9 full- time staff and up to 5 part-time staff at the Year-Round Emergency Shelter Program. Staff will be scheduled to optimize safety of staff, volunteers and clients and to provide optimal coverage during hours of high volume.

1 (1 FTE) Associate Director -The Orange County Associate Director of Navigation Center and Services will be responsible for the performance of all Year-Round Emergency Shelter Program, Services, and Outreach Activities in Orange County. Their primary responsibilities include program management, development, and community relations, which includes supervising the staff and operations of the Year-Round Emergency Shelter Program. They will oversee scheduling and coordination of the Shelter sites and services, implement new services, and assist in various aspects of staff's duties."

All Shelter operations and staff will be supervised by the full time Associate Director of Navigation Center and Services. The Associate Director will be a full time, salaried position with an associate degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations. The Associate Director will be responsible for coordinating program services for the Year-Round Emergency Shelter Program. Primary responsibilities include supervising support staff. This position may require the transportation of supplies. This position will report directly to the Chief Program Officer."

Four (4 FTE) Case Managers: The Case Managers will have a background in substance use services, peer support, and/or workforce development to enhance the supportive services offered on-site. We aim to hire staff with a variety of backgrounds to help connect with the residents on site in a meaningful way.

Four (4 FTE) Employment and Housing Specialists: The Employment and Housing Specialists will provide residents with intensive housing- and employment-focused case management. They will also engage with the area businesses and landlords to establish relationships and generate opportunities for residents.

One (1 FTE) Operations Associate: The Operations Associate will provide general operations and maintenance support as well as lead the weekday ¼ mile walks around The Center.

Two (1.5 FTE) Transportation Specialists: The Transportation Specialists will pick-up and drop-off residents at pre-determined points on the designated schedule. When not transporting residents, he/she will pick-up meals or food donations.

Two (2 FTE) Clinical Case Managers: The Clinical Case Managers have more experience in providing intensive case management services (ICMS) and supporting residents with mental health concerns. They will offer clinical groups on-site and support residents with securing and attending mental health appointments.

One (1 FTE) Volunteer Coordinator: The Volunteer Coordinator will recruit, enroll, train and manage Center volunteers as well as solicit and manage donations.

Volunteers will assist with daily ongoing operations of the shelter as needed. Volunteers will be needed 7 days per week to help both in the evening up to 8 volunteers (5-8 pm, morning hours up to 4 volunteer (5-lO am) and mid-day hours up to 10 volunteers (11-4). Volunteers will be assisting with set- up, clean-up, preparing and serving meals, intake, laundry, daytime activities, reservation calls, administrative duties and donations.

Volunteers will be assigned to duties that are appropriate for their age and activity level. It is important that volunteers be reliable, and that staff treat them as a vital component of shelter operations.

All the positions requirements and descriptions will be available in the Shelter Operator's Human

Resources Department and will be made readily available to all staff. Please see attached job descriptions.

Draft Daily Staffing

Security	11:00 p.m. - 7:00 a.m.
Security	11:00 p.m. - 7:00 a.m.
Employment/Housing Navigator*	7:00 a.m. - 3:30 p.m.
Employment/Housing Navigator*	8:00 a.m. – 4:30 p.m.
Volunteer Coordinator	9:00 a.m. - 5:30 p.m.
Security Lead	7:00 a.m. - 3:30 p.m.
Employ/ Housing Navigator*	3:00 p.m. - 10:30 p.m.
Employ/ Housing Navigator*	4:00 p.m. - 11:30 p.m.
Security	3:00 p.m. - 11:30 p.m.
Operations Manager	9:00 a.m. – 5:00 p.m.
* Case Management staff will support on evenings and weekends **Associate Director will have a flexible schedule offering day and/or night support throughout the week as needed	

DRAFT

B. Policies for Staff Training

All Navigation Center staff will be trained when hired in emergency evacuation, first aid procedures, mandated reporting policies, crisis intervention, and CPR procedures. This training will be repeated and updated annually and as needed. Staff may receive additional training on different topics as opportunities arise and are needed.

Each staff member also receives on-going in-service training in crisis management. Staff will also be trained in Strength Based Approaches and positive communication skills. Each staff member will be required to attend annual training to update and improve their knowledge. Documentation of training will be kept in each employee's file by the Associate Director and is provided to the Director of Human Resources for filing, when appropriate.

Security staff will be provided sensitivity training to better equip them to work with homeless clients, and those in crisis.

1. Emergency Procedures - Evacuation, First Aid, and CPR, 911 Reporting

Navigation Center staff will be trained in fire, earthquake, and chemical spill evacuation procedures when hired and annually. Evacuation drills with all staff and clients will be held and recorded quarterly. Evacuation protocols will be recorded at the Service Desk for reference.
Evacuation maps will be posted throughout the facility. All staff will be trained in first aid and CPR procedures annually. 911 reporting will be taught in orientation and reviewed annually. CPR certificates will be kept in staff files. Universal precautions will be followed.

2. Safety Conduct - Prevention of Abuse, Crisis Intervention, Conflict Resolution

PATH will have a required training program in prevention of child abuse, vulnerable adult abuse, child abuse reporting, and sexual harassment titled. Each staff will complete this training program annually. Certificates of completion will be recorded in Human Resource files.

Navigation Center staff will complete a course in conflict resolution and crisis intervention (non-violent crisis intervention) upon hire and annually. Documentation of completion will be recorded in staff file.

3. Appropriate Behavior for Dignity and Respect

Operations, Program, Administrative and Management staff will be trained in a Strengths Based Perspective model (including Trauma Informed Care) of client care. They will be trained regularly, including at time of hire, on the best methods of working with, treating, and responding to clients who have had difficult and traumatic life experiences. Each staff member will be expected to put these models to use in every interaction they have with clients and potential clients. Staff members will be offered training regularly and expected to participate actively. Notice of completion will be recorded in staff files, and each staff member should have access to this information in the readily available staff handbook.

4. Communication

Shelter staff will undergo classes in communication skills - such as handling phone calls, confidentiality policies, crisis management and de-escalation of conflict. The communication skills will be reinforced through practice and reviewed at regular staff meetings as warranted. Courses covering topics such as communication skills with mentally ill persons, receptionist skills, communication with difficult people, and conflict resolution will be completed. This training should

be done at least monthly and will provide more often, and individually, as needed.

5. Resources and Referrals

Operations, Program, and Employment and Housing Navigator Staff will be oriented to resources, homeless services, and organizations for collaboration and referral. They will also be highly trained staff to connect clients to the Coordinated Entry System, as a system designated Entry Point. Staff representatives will attend the Homeless Provider Forum, Case Management Forum, and Implementation Committees for the Ten-Year Plan to End Homelessness in Orange County. Resource lists will be updated monthly and kept on-site.

Protocols for offering and accepting referrals from other agencies will be in place, reviewed by staff, updated, and kept in manual on-site.

6. Mental Health and Addiction Skills

All Program staff will be trained in mental health first aid. Staff will be trained in symptoms of drug abuse, and referrals for treatment. Recovery programs will be encouraged and off-site referrals will be made as appropriate.
Though sobriety will be not a requirement to stay in the shelter or participate in services, clients will be expected to be able to practice self-care, follow all rules and regulations, and behave appropriately and respectfully toward staff, volunteer, and other clients. Drug use while at the shelter will be prohibited and will result in immediate exit from the program.

7. Self - Care

Regular staff meetings will be held for all staff. Part of the purpose of these meetings will be communication and processing of stressors while working in the difficult environment of a large-scale Year-Round Emergency Shelter Program. Staff will be welcome to participate in team-building activities throughout the year, including holiday parties, and events with co-workers.

All staff will be trained in effective communication with coworkers and in proper techniques to address coworker harassment and stressors and will be made aware of the importance in practicing self-care. Staff will be informed of an open-door policy with supervisors and the Director of the Human Resources department.

8. Annual Staff Evaluation and Training Plan

All staff will be evaluated by their direct supervisor at 90 days from their hire date and at quarterly intervals. The evaluation form will be stored in the employee file held at the Human Resource office.

9. Documentation of Staff Training

Attendance of and participation in staff training will be recorded in each staff file by the Associate Director. Training required by all staff members will be also recorded in the Human Resources file to ensure each member's knowledge and information will be up-to-date.

C. Volunteer Policies

1. Selection, Screening, and Background Checks

The Navigation Center Volunteer Coordinator will actively recruit through a variety of sources, including schools, church groups, and community programs. Volunteer Coordinators will hold regular Volunteer Recruitment events in order to increase the number of volunteers that serve at the Year-Round Emergency Shelter Program.

Individuals as well as groups will be invited to volunteer at the shelter. It is recommended that children 13 and older will be able to volunteer, however they must be accompanied by an adult or legal guardian and both adults and guardians must be registered to volunteer on the day they appear.

All potential volunteers will be screened for sex offenses and criminal background checks before being confirmed for volunteer duty.

2. Orientation and Training

PATH will include a Volunteer Coordinator position(s) in its staffing plan to support volunteer coordination efforts at the shelter. The Volunteer Coordinator will handle scheduling, orientation and training of the volunteers.

Before beginning service, volunteers will be provided an Application and Agreement that includes information about volunteer duties, appropriate conduct with clients, staff, and other volunteers. Each volunteer will be required to sign this Agreement before they will be assigned a duty at the shelter.
Volunteers who do not agree with the requirements or refuse to sign will not be assigned a duty and will not be able to volunteer at the shelter.

Volunteers will sign up for an open position, time and date using online volunteer scheduling software. Volunteer Coordinators will call and confirm volunteer's date and time and to provide them with the location of the shelter and any necessary important information.

Volunteers will be trained on-site at tasks by the Volunteer Coordinator on duty. Any tasks that require a trained staff member will be supervised by that staff member to ensure accuracy and cleanliness.

Volunteers will be given opportunities to attend community forums and events to receive more training about community resources and network with other community agencies.

Volunteers will be expected to adhere to a strict code of ethics and standards. Those found in violation of this code will be removed from the facility and may be limited in future volunteer opportunities.

The volunteer code of ethics includes the following:

a. Each volunteer must maintain a firm commitment to professional conduct

Volunteers of the Navigation Center will be expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes and stories, and or any type of inappropriate interaction with Navigation Center staff or clients.

b. Limiting Relationships with Clients

Volunteers will be prohibited from developing dual relationships with any clients they meet through their volunteer involvement at the Year-Round Emergency Shelter Program. Examples of dual relationships include (but will be not limited to) a volunteer entering into a business, romantic, or sexual relationship with a client. Soliciting clients for their business will be strictly prohibited. Volunteers will be not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

c. Food and Other Substances

Volunteers will not consume any food items or drinks purchased by the Navigation Center while volunteering. Food and drinks will be purchased solely for the consumption of the homeless clients. However, donated food may be shared for purposes of client engagement (ie. Having meal together reduces the feeling of institutionalization). Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.

d. Discrimination

Volunteers will not discriminate against any client. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin or gender.

e. Volunteer Boundaries

Volunteers will be not permitted to loan or give money to clients, should not meet with clients outside of the Navigation Center without permission from program staff, and will be not allowed to drive clients in their vehicles.

f. Commitment

The Navigation Center will be reliant upon the work of volunteers. This commitment should be taken seriously.

3. Identifiable Lines of Authority

Volunteers will be informed of identifiable lines of authority in their Application Packet.

Volunteers will defer to the Volunteer Coordinator on duty to give resources, referrals, and handle situations beyond their responsibility and volunteer agreement.

Volunteers will also have access to the Associate Director or lead staff member on site, for questions and grievances.

All volunteers will be provided with a nametag identifying them as such.

4. Descriptions of Volunteer Tasks

The Navigation Center Volunteer Coordinators will ensure all volunteers will be provided with a task

and description of any duties they might perform. Tasks and duties include, but will be not limited to:

- Setting up and breaking down tables for dinners and breakfasts
- Distributing donations and hygiene items
- Organizing and setting up donations of clothing
- Helping direct lines to donations and food
- Serving meals, setting up snacks and drinks for clients
- Conducting activities related to site programming

SECTION V. ATTACHMENTS – PATH TO COMPLETE THIS SECTION
PATH TO ADD THE FOLLOWING INFORMATION AS ATTACHMENTS

A. Job Descriptions
B. Shelter Client Rules
C. Volunteer Policies

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT D

Contact City Clerk's Office for HEAP Agreement and Exhibits and Attachments

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AGREEMENT BETWEEN THE CITY OF PLACENTIA AND THE COUNTY OF ORANGE FOR THE CAPITAL IMPROVEMENT OF A HOMELESS SHELTER

THIS AGREEMENT #18-23-0058-HEAP ("Agreement") is made and entered into this 22nd day of January 2019 ("**Effective Date**"), by and between the City of Placentia, with a DUNS #040504417, a California municipal corporation (hereinafter referred to as "**City**") and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "**County**"). The City and County may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, County's Continuum of Care ("CoC") Board solicited proposals to award contracts utilizing funding from the State of California's Homeless Emergency Aid Program ("HEAP") for emergency services, rental assistance or subsidies and capital improvements; and

WHEREAS, City responded to the solicitation and was subsequently recommended for funding to acquire a facility with the intention of creating a minimum of 80 beds for homeless shelter to serve the CoC's North Service Planning Area in Orange County; and

WHEREAS, City has agreed to identify a site within geographic area of the city of Placentia for the identified purpose in this Agreement to be approved in writing by the County ("**Site**"); and

WHEREAS, on or about January 7, 2019, County by and through Orange County Community Resources executed the State Standard Agreement 18-HEAP-00026 accepting the award of HEAP funds provided under the HEAP program. The State Standard Agreement is attached hereto as Exhibit 2 and is incorporated herein by reference; and

WHEREAS, the City was awarded up to $5,650,000 toward HEAP eligible capital improvement costs of the Site (the "Funds.")

WHEREAS, City and County now desire to enter into this Agreement to establish responsibilities for the purchase and control of the Site.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises herein contained, the Parties hereto agree as follows:

Exhibits:

This Agreement is comprised of this document and the following Exhibits, which are attached hereto and incorporated by reference into this Agreement:

Exhibit 1: North Service Planning Area

Exhibit 2: State Standard Agreement 18-HEAP-00026 and State standard Agreement Amendment

Exhibit 3: Drug-Free Workplace Certification

Exhibit 4: Declaration of Restrictive Covenant and its attached exhibits

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1. ACQUISITION AND REHABILITATION OF THE SITE

City is in the process of identifying and/or purchasing the Site, within the geographic area of the city of Placentia, for the purpose of this Agreement.

1.1 The City shall perform all HEAP eligible capital improvements to the Site and use the Funds, in a manner consistent with the federal, state and local laws including but not limited to applicable procurement requirements and the requirements set forth in State Standard Agreement 18-HEAP-00026 attached hereto as Exhibit "2".

1.2 The City warrants that Funds cannot be used for costs associated with activities in violation of any law or for any activities inconsistent with the intent of the HEAP and the eligible uses identified in Health and Safety Code Section 50214.

1.3 City shall be responsible for acquiring and complying with all necessary land use approvals and permits, and licenses required for the acquisition, renovation, and/or operation of the Site including but not limited to those necessary to perform design, construction, or operation and maintenance of the Site. City shall provide County copies of all the permits, and approvals upon request of the County.

1.4 Except as otherwise agreed upon by the Parties, the City shall control the management and operation plan for the Site. The City shall operate the Site as a year-round emergency homeless shelter for a minimum of ten (10) years from the execution of this Agreement and provide at minimum, Services as identified in this Agreement for the said duration, after which the City may use the Site for any use, in its sole and absolute discretion ("Term of the Agreement").

1.5 For the purposes of this Agreement, the Site shall serve eligible participants. Eligible participants are defined as a person/household who is considered to be homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 Code of Federal Regulations (CFR) Part 578.3 and 576.2.

2. COST SHARING BETWEEN THE PARTIES:

2.1 County shall provide up to Five Million, Six Hundred Fifty Thousand ($5,650,000) (i.e. Funds) toward HEAP eligible capital improvement costs of the Site. The eligibility of the capital improvements shall be determined pursuant HEAP and all other applicable state, federal and local laws and regulations. County may not pay for any capital improvements that are not eligible under the HEAP or other applicable state and federal laws and regulations including the State Standard Agreement 18-HEAP-00026 and its amendments. City shall be responsible for any HEAP eligible capital improvement costs of the Site in excess of the Funds.

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2.2 County shall make payments to City within thirty (30) days of receiving invoices from City on a monthly or quarterly basis, to be mutually agreed upon between both Parties, for the HEAP eligible capital improvements of the Site.

2.3 City shall submit all final invoices to County no later than April 30, 2021. Any invoices received after this date will not be eligible for reimbursement by County.

2.4 City agrees to allocate adequate funding to operate and maintain the Site for its intended purpose on an annual basis for a minimum of ten (10) years.

2.5 In the event City ceases to operate the Site or fails to fulfill its responsibilities as defined under this Agreement for a minimum of ten (10) years, City shall return all or a prorated amount of Funds to the County based upon the numbers of years in which the Site failed to operate as required under this Agreement.

2.6 If any portion of HEAP funds transferred from County to City are deemed ineligible for a particular use or purpose, City shall return said funds to the County within 90 days of County's written request for reimbursement.

3. CITY RESPONSIBILITIES:

3.1 Within fifteen days (15) of the identification of the Site, City must provide the County with the address and legal description of the identified Site, owned or to be owned by the City, to be approved by the County in writing. County may not unreasonably withhold the approval of the Site.

3.2 Upon identification of the Site, and compliance with the provision of the Site address and legal description, as required under Section 3.1, above, the Parties shall finalize for legal recordation the attached Exhibit "4" titled Declaration of Restrictive Covenant ("Covenant"), incorporated herein by reference. The City shall execute, and record the Covenant either at the close of escrow, if purchasing the Site, or within fifteen 15 days after identification of the Site if currently owned by the City. The City is required to provide the County with the official conformed copy and proof of recordation of the Covenant, within 30 days of the close of escrow on the Site or identification of the Site currently owned by the City as applicable. Failure to record the Covenant will result in the recapture of the Funds.

3.3 Within thirty (30) days of execution of this Agreement, City shall provide a timeline for the HEAP eligible capital improvements of the Site with anticipated dates and milestones.

3.4 City shall provide monthly updates on the status of the capital improvements of the Site until June 30, 2021, or sooner upon completion of the capital improvements of the Site.

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3.5 City shall, or procure a firm to, operate the Site as a year-round emergency homeless shelter on a 24/7 basis, including taking appropriate action for medical/mental health emergencies of participants. In the event the City procures a firm to operate the Site, City shall provide the County with the name of the firm, the model used for operation and the established eligibility criteria for entry into the emergency homeless shelter and shall procure the firm pursuant to requirements as set forth in applicable state and federal statutes and regulations.

3.6 During the Term of this Agreement, City shall continuously and as necessary enter client/participant data in the Homeless Management Information System (HMIS) for tracking occupancy and adhere to all implementation guidelines developed under the County's Continuum of Care Program per the current 2-1-1-OC HMIS standards or any amended HMIS standards as amended from time to time.

3.7 City shall collaborate with County on the County's Coordinated Entry System and other Continuum of Care services.

3.8 City shall work in partnership with County to be a "Good Neighbor." In being a Good Neighbor," the City shall inform the public about the positive aspects of the shelter program, be responsive to community concerns, and work closely with city/local governmental agencies to minimize the impact of the shelter program on the surrounding neighborhood.

3.9 For informational purposes, the City shall submit its policies and procedures to the County for the shelter program including, but not limited to, all aspects of the shelter program services, management plan, staff responsibilities, and staff coordination.

3.10 City shall coordinate with County agencies engaged with those experiencing homelessness including, but not limited to, Health Care Agency, Social Services Agency, and OC Community Resources, and shall also engage local agencies, social services programs and volunteers to assist with the shelter program.

3.11 City shall submit reports on a monthly basis. Data and due dates for the monthly reports will be items mutually agreed upon with the County and data collected through HMIS.

3.12 The City shall provide the following agreed upon services including but not limited to ("Services"):

3.12.1 Provide a minimum of 80 shelter beds at the Site to serve the homeless population in the North Service Planning Area in Orange County as defined in Exhibit "1," which includes all unincorporated County areas within the boundaries of the North Service Planning Area as depicted on Exhibit "1".

3.12.2 Maintain and operate the Site as a year-round emergency homeless shelter designed to provide access to safe shelter, basic needs and access to support to move individuals and families out of homelessness and into permanent housing opportunities.

3.12.3 Operate the Site 24/7 (24 hours per day, 7 days a week).

3.12.4 Provide an engagement rich environment to provide eligible participants, as defined in Paragraph 1.6, a pathway to service connections, health care, housing and stability per the industry standards. The Parties mutually agree that any available beds or services provided at the Site will be limited to individuals from the North Service Planning Area, which includes all unincorporated County areas within the boundaries of the North Service Planning Area, as depicted on Exhibit "1".

3.12.5 Provide case management services, rental assistance, and access and/or referrals to mental health and social services designed to reduce homelessness.

3.12.6 Provide any other additional services as reasonably necessary to comply with the HEAP funding requirements.

3.13 The City agrees to perform the work, and provide Services in accordance with all laws, including but not limited to state, federal, and local regulations, housing and building codes and State Standard Agreement 18-HEAP-00026, as if those requirements are set forth herein.

4. MISCELLANEOUS:

4.1 The obligations and participation of County under this Agreement shall be limited solely to the discretionary issuance of the Funds to City in accordance with the terms of this Agreement.

4.2 City agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, misuse of Funds, arising from or related to the Services, capital improvements, and operation of the Site, or other performance provided by City, its agents, affiliates, contractors and subcontractors pursuant to this Agreement. If judgment is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

4.3 County agrees to indemnify, defend with counsel approved in writing by City, and hold City, its elected and appointed officials, officers, employees, agents ("City Indemnitees") harmless from any and all intentional misconduct,or negligent act of the County or County Indemnitees arising out of County's performance under this

Agreement, except that this section 4.3 shall not apply to claims arising out of misuse of Funds by the City, its agents, affiliates, contractors or subcontractors.

4.4 Each Party agrees that the insurance held by the other, whether commercial or self-insurance, is sufficient for the purpose of this Agreement. The City acknowledges and agrees that in performing Services including capital improvements, and operation of the Site, it shall require all of its contractors and subcontractors to carry adequate insurance as specified in State Standard Agreement Number 18-HEAP-00026 as if those requirements are set forth herein.

4.5 Neither Party shall have the right to assign this Agreement without the express written approval of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors, assigns and legal representatives.

4.6 This Agreement, its attached exhibits and documents incorporated by reference herein, contains the entire Agreement between the Parties for the matters referenced herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties.

4.7 Notices or other communications which may be required or provided under the terms of this Agreement shall be given as follows:

<u>County</u>
OC Community Resources
Housing and Community Development
and Homeless Services
1300 S. Grand Ave., Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407
Attention: Program Manager

<u>City</u>
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870-6101
Attention: City Manager

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business hours, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion shall be deemed not given.

4.8 In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs and expenses.

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4.9 This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute but one and the same instrument.

4.10 Prior to the acquisition of the Site, either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.

4.11 **Default:**

County Default:

County shall be deemed in default of this Agreement if: a) in the event of any monetary breach of this Agreement by County, City shall notify County in writing of such breach, County shall have ten (10) days from such notice in which to cure said breach, and County fails to cure said breach, or b) in the event of any non-monetary breach of this Agreement, County fails to cure within fifteen (15) days after receipt by County of written notice specifying wherein such obligation of County has not been performed; provided however, that if the nature of County's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then County shall not be in breach of this Agreement if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "**County Default**").

City Default:

City shall be deemed in breach of this Agreement if: a) in the event of any monetary breach of this Agreement by City, County shall notify City in writing of such breach, City shall have ten (10) days from such notice in which to cure said breach, and City fails to cure said breach, or b) in the event of any non-monetary breach of this Agreement, City fails to cure within fifteen (15) days after receipt by City of written notice specifying wherein such obligation of City has not been performed; provided however, that if the nature of City's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then City shall not be in breach of this Agreement if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "**City Default**").

County Remedies:

County's remedies as the result of City Default shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

City Remedies:

City's remedies as the result of County Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

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In addition to the remedies set forth herein, in the event of a City Default or a County Default, the non-defaulting Party may immediately terminate this Agreement.

4.12 Each party represents and warrants that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of such Party's governing board, and the person(s) executing this Agreement on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.

4.13 The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

4.14 Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

4.15 Compliance with Laws. City represents and warrants that Services including capital improvements to be provided under this Agreement shall fully comply, at City's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity, all state and federal laws, rules, and regulations that pertain to HEAP, construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, and all other laws applicable to the services at the time services are provided to and accepted by County. City acknowledges that County is relying on City to ensure such compliance, and pursuant to the requirements of paragraph "4.2" above, City agrees that it shall indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

4.16 Employee Eligibility Verification. The City warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The City shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The City shall retain all such documentation for all covered

employees for the period prescribed by the law. The City shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the City or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

4.17 Prevailing Wage (Labor Code Sec. 1773). Except as otherwise provided by state or federal law, pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the City shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Agreement. The rates are available from the Director of the Department of Industrial Relations at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The City shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The City shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

4.18 Non-Discrimination. In the performance of this Agreement, both Parties agree that they will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Both Parties acknowledge that a violation of this provision shall subject the Parties to penalties pursuant to Section 1741 of the California Labor Code.

4.19 Drug-Free Workplace Certification:

The City hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 3, attached hereto and incorporated herein by reference.

4.20 County of Orange Child Support Enforcement:
City certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Agreement.

4.21 County reserves the right to inspect any work performed pursuant to this Agreement to ensure that all work is being and has been performed in accordance with the applicable federal, state and or local requirements and State Standard Agreement Number 18-HEAP-00026.

4.22 Waiver: No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

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

***City of Placentia**

By: _____ By: _____

Name: DAMIEN R. ARRULA Name: _____

Title: CITY ADMINISTRATOR Title: _____

Dated: 17 APRIL 2019 Dated: _____

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

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

****

County of Orange

A Political Subdivision of the State of California

By: DocuSigned by: Cymantha Atkinson 7807BB78F204433... Dated: 5/9/2019

Dylan Wright, Director
OC Community Resources

APPROVED AS TO FORM:

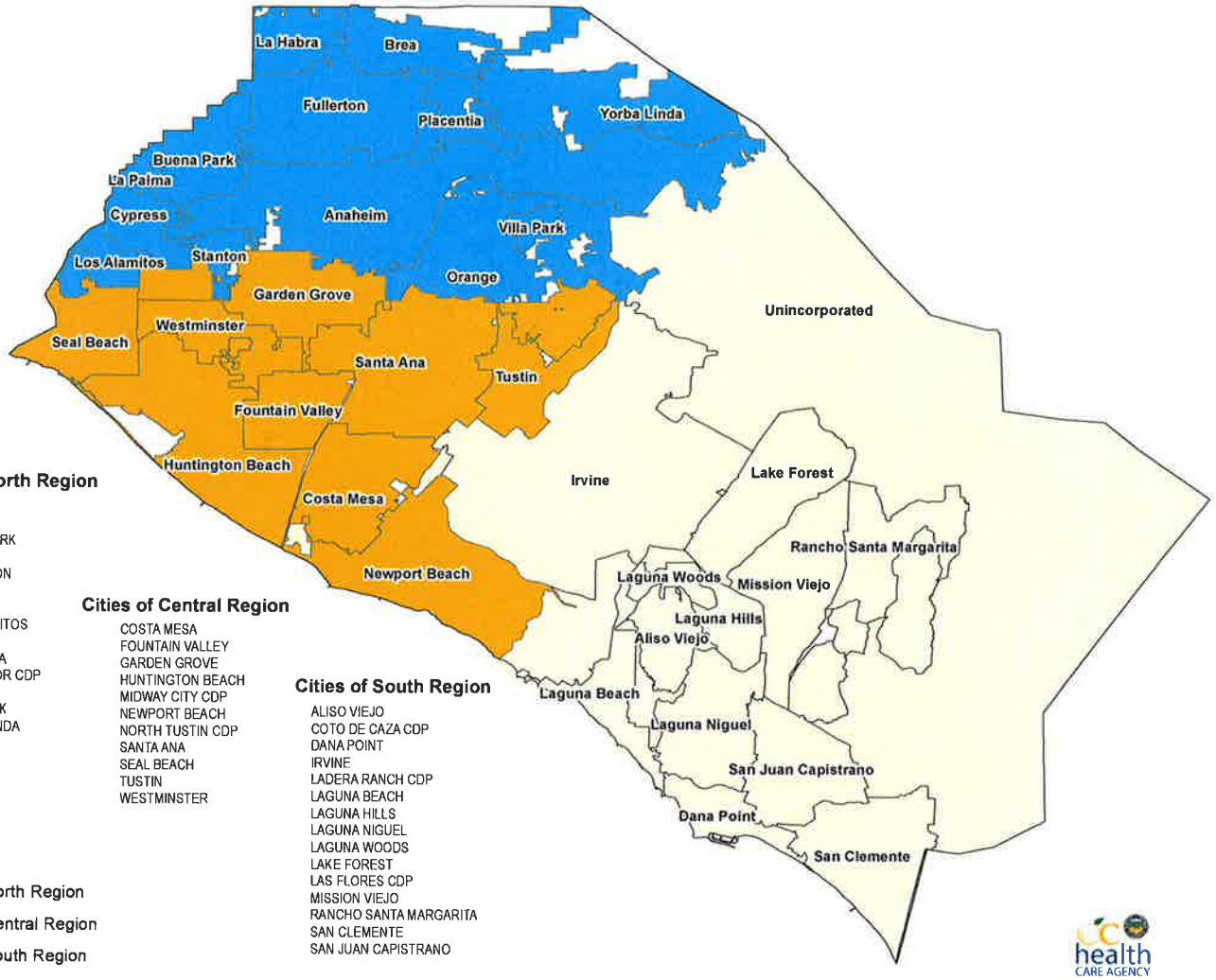
By: _____ Dated: 4/18/19

Deputy County Counsel

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SERVICE PLANNING AREAS

Exhibit 1



Cities of North Region

ANAHEIM
BREA
BUENA PARK
CYPRESS
FULLERTON
LA HABRA
LA PALMA
LOS ALAMITOS
ORANGE
PLACENTIA
ROSSMOOR CDP
STANTON
VILLA PARK
YORBA LINDA

Cities of Central Region

COSTA MESA
FOUNTAIN VALLEY
GARDEN GROVE
HUNTINGTON BEACH
MIDWAY CITY CDP
NEWPORT BEACH
NORTH TUSTIN CDP
SANTA ANA
SEAL BEACH
TUSTIN
WESTMINSTER

Cities of South Region

ALISO VIEJO
COTO DE CAZA CDP
DANA POINT
IRVINE
LADERA RANCH CDP
LAGUNA BEACH
LAGUNA HILLS
LAGUNA NIGUEL
LAGUNA WOODS
LAKE FOREST
LAS FLORES CDP
MISSION VIEJO
RANCHO SANTA MARGARITA
SAN CLEMENTE
SAN JUAN CAPISTRANO

Region

North Region
Central Region
South Region

health CARE AGENCY

Health Policy Research and Communication, May 2017

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Exhibit 2

CALIFORNIA
HOMELESS COORDINATING
AND FINANCING COUNCIL

Business, Consumer Services and Housing Agency
Edmund G. Brown Jr., Governor | Alexis Podesta, Chair

December 20, 2018

Natalie Wieckert
Staff Specialist
Santa Ana, Anaheim/Orange County Continuum of Care
333 West Santa Ana Blvd.
3rd Floor
Santa Ana, CA 92706

RE: Award Announcement – Santa Ana, Anaheim/Orange County Continuum of Care Agreement #18-HEAP-00026: CA-602 COC-CA-602-99KLQGG51M

Dear Ms. Wieckert:

The Business, Consumer Services and Housing Agency (BCSH) Homeless Coordinating and Financing Council is pleased to announce that the Santa Ana, Anaheim/Orange County Continuum of Care has been awarded a Homeless Emergency Aid Program (HEAP) grant in the amount of $15,568,715.65. This letter constitutes notice of the award of HEAP funds for use in the Santa Ana, Anaheim/Orange County Continuum of Care.

The County of Orange will receive its full disbursement of funds after the Standard Agreement is fully executed, and the enclosed Request for Funds form has been signed and returned. Please note that the Request for Funds form must be signed at a date at least one day after the County of Orange has signed the Standard Agreement. In addition, grant expenditures may not be incurred prior to the execution of the Standard Agreement and receipt of HEAP funds by the County of Orange.

Please be advised that this award is subject to the terms and conditions of the Standard Agreement, which must be fully executed within 30 calendar days of the date of this award letter. Failure by the County of Orange to sign and return the Standard Agreement upon receipt from BCSH within this timeframe may result in a delay of disbursement of funds.

Congratulations on your successful application. For further information, please contact Daniel Castillo, HEAP Grant Manager, at 916-651-2788 or daniel.castillo@bcsh.ca.gov.

Sincerely,

Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency
Council Chair

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Exhibit 2

CALIFORNIA
HOMELESS COORDINATING
AND FINANCING COUNCIL
Business, Consumer Services and Housing Agency
Edmund G. Brown Jr., Governor | Alexis Podesta, Chair

December 20, 2018

Natalie Wieckert
Staff Specialist
Santa Ana, Anaheim/Orange County Continuum of Care
333 West Santa Ana Blvd.
3rd Floor
Santa Ana, CA 92706

RE: Santa Ana, Anaheim/Orange County Continuum of Care Agreement #18-HEAP-00026: CA-602 COC-CA-602-99KLQGG51M

Dear Ms. Wieckert:

Congratulations on the Santa Ana, Anaheim/Orange County Continuum of Care's Homeless Emergency Aid Program (HEAP) award. Attached is a copy of the HEAP Standard Agreement with Exhibits A through D.

A. Standard Agreement (STD 213 and Exhibits A through D)

STD 213 – Cover page

Exhibit A – Authority, Purpose and Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – Terms and Conditions

Exhibit D – Special Terms and Conditions

B. For expeditious handling of the contract, please complete the following:

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors. Changes to the Agreement will not be accepted unless approved in writing by the Business, Consumer Services and Housing Agency (Agency).

2. Agency has provided four signed copies of the Standard Agreement, STD 213. The Grantee shall counter sign the four

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3. The person(s) authorized in the Authorized Signatory Form must provide an **original signature, printed name, title and date** on the lower left-hand section entitled "Contractor" on each of the four copies of the STD 213, and provide an original initial in the space provided on the cover of each copy of Exhibits A through D

4. The person authorized in the Authorized Signatory Form must provide a printed name, signature, and date on the attached Request for Funds (RFF) form. **The date of the signature must be at least one day after the date of the signed STD 213.**

5. Do not send photo copies of signatures. All must be original signatures with wet ink.

6. Return the four signed copies of the STD 213 with all initialed Exhibits and the signed RFF form **within 30 calendar days** inside the enclosed envelope.

7. Insert a signed copy of either the STD 204 or GovtTIN form that was submitted along with application documents.

8. Maintain a complete electronic version of the STD 213 and Exhibits A through D for your pending file. Note: The contract is not effective until it is signed by the Grantee's designated official and the Agency.

The Agency reserves the right to cancel a pending Standard Agreement in its entirety if it is not returned within the required 30-day period. Furthermore, no changes may be made to the Standard Agreement or Exhibits A through D without prior written approval from the Agency.

Please accept our best wishes for a successful program. Please contact me at (916) 651-2788 or Daniel.Castillo@bcsh.ca.gov or our Local Government Liaison, Lahela Mattox, at (916) 651-2770 or Lahela.Mattox@bcsh.ca.gov if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Daniel Castillo
Grant Manager

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STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

Exhibit 2

AGREEMENT NUMBER	REGISTRATION NUMBER
18-HEAP-00026	CA-602

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

CONTRACTOR'S NAME
County of Orange

2. The term of this Agreement is: Upon BCSH Approval through 10/31/2021

3. The maximum amount of this Agreement is: **$ 15,568,715.65**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A -	Authority, Purpose and Scope of Work	3
Exhibit B -	Budget Detail and Payment Provisions	3
Exhibit C -	Terms and Conditions	9
Exhibit D -	Special Terms and Conditions	1
TOTAL NUMBER OF PAGES ATTACHED:		16

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
County of Orange

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*
1/7/19

PRINTED NAME AND TITLE OF PERSON SIGNING
Dylan Wright, Director, OCCR

ADDRESS
333 West Santa Ana Blvd Fl. 3, Santa Ana, California, 92706

STATE OF CALIFORNIA

AGENCY NAME
BUSINESS, CONSUMERS SERVICES AND HOUSING AGENCY

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*
12/20/18

PRINTED NAME AND TITLE OF PERSON SIGNING
Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency

ADDRESS
915 Capitol Mall, Suite 350-A, Sacramento, CA 95814

California Department of General Services Use Only

☐ Exempt per:

DocuSign Envelope ID: 0F657958-C880-4245-9E78-8F16BF4B7928

STATE OF CALIFORNIA

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STATE OF CALIFORNIA

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County of Orange

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*: 1/7/19

PRINTED NAME AND TITLE OF PERSON SIGNING
Dylan Wright, Director, OCCR

ADDRESS
333 West Santa Ana Blvd Fl. 3, Santa Ana, California, 92706

STATE OF CALIFORNIA

AGENCY NAME
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*: 12/20/18

PRINTED NAME AND TITLE OF PERSON SIGNING
Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency

ADDRESS
915 Capitol Mall, Suite 350-A, Sacramento, CA 95814

California Department of General Services Use Only

☐ Exempt per:

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STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

Exhibit 2

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1/7/19

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Standard Agreement
EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

Homeless Emergency Aid Program (HEAP)

1. Authority

Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State has established the Homeless Emergency Aid Program ("HEAP" or "the Program" or "the grant"). The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) and Large Cities to address their immediate homelessness challenges. This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and an Administrative Entity or Large City ("Contractor") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Contractor agrees to comply with the terms and conditions of the Agreement, the Notice of Funding Availability ("NOFA") under which the Contractor applied, the representations contained in the Contractor's application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of each Contractor. In accordance with the authority cited above, an application was made by the Contractor for HEAP funds to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities.

3. Definitions

Terms herein shall have the same meaning as the definitions set forth in the HEAP NOFA.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include one-time uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses, which include, but are not limited to, one or more of the following:

Contractor's Initials

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Standard Agreement
EXHIBIT A

A. Services,

B. Rental Assistance or Subsidies,

C. Capital Improvements,

D. Homeless Youth Set-Aside,

E. Administrative Costs, and

F. Other

5. Agency Contract Coordinator

The Agency's Contract Coordinator for this Agreement is the Council's HEAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this Agreement shall be mailed by first class mail to the Agency Contract Coordinator at the following address:

Business, Consumer Services and Housing Agency
Attn: Homeless Emergency Aid Program Grant Manager
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814

6. Contractor's Contract Coordinator

The Contractor's Contract Coordinator ("Authorized Representative") for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail to the Contractor's Contract Coordinator at the following address:

Contractor's Authorized Representative Name:	Natalie Wieckert, Staff Specialist
Address:	333 West Santa Ana Blvd (3rd flr) Santa Ana, CA 92706
Phone:	(714) 834-3754
Email:	Natalie.Wieckert2@ocgov.com

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Standard Agreement
EXHIBIT A

7. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

B. All HEAP grant funds must be at least 50 percent contractually obligated by January 1, 2020. One hundred percent of Program funds must be expended by June 30, 2021. Any funds not expended by that date shall be returned to the Agency and will revert to the General Fund (*See* Health and Safety Code Section 50215).

8. Special Conditions

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.

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Standard Agreement
EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

Homeless Emergency Aid Program (HEAP)

1. Budget Detail

The Contractor agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges.

Consistent with the application submitted by the Contractor on December 4, 2018, the Business, Consumer Services and Housing Agency ("Agency") shall award funds in the form of a grant for the following eligible activities:

A. Capital Improvements:		
	City of Placentia	$5,650.000.00
	City of Buena Park	$3,912,300.00
	City of Laguna Beach	$ 544,000.00
B. Services:		
	County of Orange	$3,733,699.00
C. Rental Assistance or Subsidies:		
	County of Orange	$ 441,519.00
D. Homeless Youth Set-Aside:		
	County of Orange	$ 778,435.78
E. Administrative Costs:		
	County of Orange	$ 508,761.87
F. Other:		
		$ 0.00
Total HEAP Award Amount:		
	County of Orange	$15,568,715.65

2. General Conditions Prior to Disbursement

General Requirements – All Contractors must submit the following forms prior to HEAP funds being released:

A. Request for Funds Form (RFF),
B. Four original copies of the signed STD. 213 form and initialed Exhibits A through D, and

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Standard Agreement
EXHIBIT B

C. Any other documents, certifications, or evidence requested by Agency as part of the HEAP application.

3. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statutes. Health and Safety Code Sections 50214 and 50215 mandate the following:

A. No more than five (5) percent of HEAP funds may be used for administrative costs related to the execution of eligible activities.
B. No less than five (5) percent of HEAP funds shall be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness.
C. No less than 50 percent of HEAP funds shall be contractually obligated by January 1, 2020.
D. One hundred percent of HEAP funds shall be expended by June 30, 2021.
E. Any funds not expended by June 30, 2021 shall be returned to Agency and will revert to the General Fund.

Homeless Coordinating and Financing Council ("Council") staff will provide ongoing technical assistance and training to support Contractors in successfully complying with these requirements and deadlines.

HEAP funds may not be obligated and expended prior to the effective date of this Agreement or prior to Contractor's receipt of HEAP funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other relevant provisions established under SB 850, the NOFA, and this Agreement.

4. Disbursement of Funds

HEAP funds will be disbursed to the Contractor upon receipt, review and approval of the completed RFF by Agency, which will then forward the RFF to the State Controller's Office ("SCO") for a check to be issued. The RFF must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HEAP funds will be disbursed in a single allocation once the RFF has been received by the SCO.

5. Budget Changes

After the effective date of this Agreement, the Contractor agrees that no changes shall be made to the Contractor's HEAP budget, funded homeless service providers ("subrecipients"), or eligible activities listed in the RFF without first obtaining approval from Agency. Any changes to this Agreement must be requested by the Contractor in

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Standard Agreement
EXHIBIT B

writing through submission of a Change Request Form. Changes must be approved in writing by Agency.

6. Ineligible Costs

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214.

Agency reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If the Contractor or its funded subrecipients use HEAP funds to pay for ineligible activities, the Contractor shall be required to reimburse these funds to Agency.

A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Contractor.
B. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are included in the approved RFF or are approved in writing by Agency prior to the expenditure of funds for those activities.
C. Agency, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.
D. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

7. Administrative Costs

The Contractor must comply with Health and Safety Code Section 50214, which limits administrative costs related to the execution of eligible activities to no more than five percent of HEAP funds. For purposes of this Program, "administrative costs" does not include staff costs directly related to carrying out the eligible activities described in Paragraph 1 of this Exhibit.

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Standard Agreement
EXHIBIT C

TERMS AND CONDITIONS

Homeless Emergency Aid Program (HEAP)

1. **Effective Date, Commencement of Work and Completion Dates**

   A. This Agreement is effective upon approval by Agency, which is indicated by the signature provided by Agency in the lower left-hand corner of page one, Standard Agreement, STD. 213, when signed by all parties. Contractor agrees that the work shall not commence, nor any costs to be paid with HEAP funds be incurred or obligated by any party, prior to execution of this Agreement by Agency and the Contractor, or prior to Contractor's receipt of HEAP funds, whichever date is later. Contractor agrees that the work shall be completed by the expenditure date specified in Exhibit A, Paragraph 6.

   B. Contractor must contractually obligate no less than 50 percent of HEAP funds by January 1, 2020. One hundred percent of HEAP funds shall be expended by June 30, 2021. Any funds not expended by June 30, 2021 shall be returned to Agency and revert to the General Fund. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the Subcontractors are required to obligate the funds by the same statutory deadlines. "Expended" means all HEAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

   C. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in Exhibit A, Paragraph 6 and that the Scope of Work will be provided for the full term of this Agreement.

2. **Sufficiency of Funds and Termination**

   A. Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Contractor. Cause shall consist of: violations of any terms or conditions of this Agreement, or any breach of contract as described in Paragraph 7; violation of any Federal or State Laws or Regulations; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Contractor shall be returned to Agency within thirty days of the Notice of Termination.

   B. This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other

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Standard Agreement
EXHIBIT C

laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

3. **Transfers**

Contractor may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

4. **Contractor's Application for Funds**

Contractor has submitted to Agency an application for HEAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by Agency. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

5. **Reporting/Audits**

A. The Contractor shall submit an annual report to Agency on forms provided by Agency, by January 1, 2020 and January 1, 2021. If the Contractor fails to provide such documentation, Agency may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. The Contractor shall also submit a final report by September 30, 2021.

B. The annual report shall contain a detailed report containing the following:

1. Amounts awarded to subrecipients with activity(ies) identified.
2. Contract expenditures.
3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.

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EXHIBIT C

4. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
5. Increases in capacity for new and existing programs.
6. The number of unsheltered homeless persons becoming sheltered.
7. The number of homeless persons entering permanent housing.

Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development (HUD):

1. Chronically homeless
2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management Information System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them.

The Contractor will also be asked to comment on the following:

1. Progress made toward local homelessness goals.
2. The alignment between HEAP funding priorities and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from HEAP funding that the CoC or large city would like to share (optional).

C. Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense.

1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
2. The Contractor shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
3. The Contractor is responsible for the completion of audits and all costs of preparing audits.
4. If there are audit findings, the Contractor must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the

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Standard Agreement
EXHIBIT C

audit finding report.

6. **Retention and Inspection of Records**

   A. The Contractor agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide Agency or its designee, with any relevant information requested. The Contractor agrees to permit Agency or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.

   B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of this Agreement.

      1. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

7. **Breach and Remedies**

   A. The following shall each constitute a breach of this Agreement:

      1. Contractor's failure to comply with the terms or conditions of this Agreement.
      2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
      3. Any failure to comply with the deadlines set forth in this Agreement.

   B. In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

      1. Bar the Contractor from applying for future HEAP funds;
      2. Revoke any other existing HEAP award(s) to the Contractor;
      3. Require the return of any unexpended HEAP funds disbursed under this Agreement;
      4. Require repayment of HEAP funds disbursed and expended under this Agreement;
      5. Require the immediate return to Agency of all funds derived from the use of HEAP funds including, but not limited to recaptured funds and returned funds;

Standard Agreement
EXHIBIT C

6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
7. Seek such other remedies as may be available under this Agreement or any law.
8. All remedies available to Agency are cumulative and not exclusive.
9. Agency may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

8. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

9. **Nondiscrimination**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

10. **Conflict of Interest**

All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not

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Standard Agreement
EXHIBIT C

limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Contractor: Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

11. **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

1. The dangers of drug abuse in the workplace;

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Standard Agreement
EXHIBIT C

2. Contractor's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance programs; and,
4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:

1. Will receive a copy of Contractor's drug-free policy statement, and
2. Will agree to abide by terms of Contractor's condition of employment or subcontract.

12. **Child Support Compliance Act**

For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13. **Special Conditions – Contractors/Subcontractor**

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Contractor and any Subcontractor shall require the Contractor and its Subcontractors, if any, to:

1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

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EXHIBIT C

3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Contractor or any Subcontractor in performing the Work or any part of it.
4. Agree to include all the terms of this Agreement in each subcontract.

14. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the Contractor, its Subcontractors, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to Agency upon request.

15. **Inspections**

A. Contractor shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

C. Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or Subcontractor until it is corrected.

16. **Litigation**

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

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EXHIBIT C

B. The Contractor shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

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Standard Agreement
Exhibit D

SPECIAL TERMS AND CONDITIONS

Homeless Emergency Aid Program (HEAP)

1. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than five (5) percent of these proceeds may be used for general administrative purposes. At least five (5) percent of these proceeds must be allocated to establishing or expanding services for homeless youth, as defined in HEAP Program documents.

2. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

3. The Contractor agrees to provide the Business, Consumer Services and Housing Agency access to Homeless Management Information System ("HMIS") data collected and entered into the Contractor's HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH including but not limited to, a statewide data integration environment.

4. Pursuant to the information provided in the Contractor's application, the following jurisdictions have declared and have in effect a shelter crisis in accordance with Government Code Section 8698.2 at the time of this award, and are eligible to receive HEAP funds through the Contractor:

City of Anaheim	City of Buena Park	County of Orange	City of Tustin
City of Laguna Beach	City of Placentia	City of Santa Ana	

The following jurisdictions have not declared a shelter crisis at the time of this award and are not eligible to directly receive HEAP funds through the Contractor:

City of Aliso Viejo	City of Garden Grove	City of Laguna Woods	City of San Clemente
City of Brea	City of Huntington Beach	City of Lake Forest	City of San Juan Capistrano
City of Costa Mesa	City of Irvine	City of Los Alamitos	City of Seal Beach
City of Cypress	City of La Habra	City of Mission Viejo	City of Stanton
City of Dana Point	City of La Palma	City of Newport Beach	City of Villa Park
City of Fountain Valley	City of Laguna Hills	City of Orange	City of Rancho Santa Margarita
City of Fullerton	City of Laguna Niguel	City of Westminster	City of Yorba Linda

Contractor's Initials

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Exhibit 2

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
HOMELESS COORDINATING AND FINANCING COUNCIL (REV 9.18)
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814
Phone: (916) 653-4090
Fax: (916) 653-3815

HOMELESS EMERGENCY AID PROGRAM
REQUEST FOR FUNDS FORM

Contract Number	18-HEAP-00026		
Invoice Number	18-HEAP-00026		
Grantee Name:	County of Orange	**Expiration Date:**	10/31/2021
Address:	333 West Santa Ana Blvd Flr. 3	**Contact Person:**	Natalie Wieckert
City:	Santa Ana	**Contact Person Title:**	Staff Specialist
State & Zip:	CA 92706	**E-mail:**	natalie.wieckert2@ocgov.com
		Phone No.:	(714) 834-3754

HOMELESS EMERGENCY AID EXPENDITURES BREAKDOWN

BUDGET BREAKDOWN		REQUEST
Proposed Activities	**Approved Budget**	**Draw Amount**
Services	**$3,733,699.00**	**$3,733,699.00**
Rental Assistance or Subsidies	**$441,519.00**	**$441,519.00**
Capital Improvements	**$10,106,300.00**	**$10,106,300.00**
Homeless Youth Set-Aside	**$778,435.78**	**$778,435.78**
Administrative Costs	**$508,761.87**	**$508,761.87**
Other: _____	**$0.00**	**$0.00**
Other: _____	**$0.00**	**$0.00**
TOTAL:	**$15,568,715.65**	**$15,568,715.65**

CERTIFICATION

**By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HEAP Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Dylan Wright — 1/8/19
Name of Authorized Person — **Date:**

Dy C Wy — 1/8/19
Signature of Authorized Person — **Date:**

BCSH USE ONLY

Grant Management Representative Signature — **Date:**

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Exhibit 2

State of California
Financial Information System for California (FI$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

FI$Cal
Financial Information System for California

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name: COUNTY OF ORANGE

Remit-To Address (Street or PO Box): PO BOX 567

City: SANTA ANA State: CA Zip Code+4: 92702

Government Type:
- [ ] City
- [x] County
- [ ] Special District
- [ ] Federal
- [ ] Other (Specify)

Federal Employer Identification Number (FEIN): 956000928

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	Complete Address
OC Community Resources	1300 South Grand Ave. Building B Santa Ana, CA 92705-4407
OC Community Resources	1770 N Broadway Santa Ana, CA 92706-2606

Contact Person: Chris Nelson Title: Admin Manager I

Phone number: 714-834-2479 E-mail address: Chris.Nelson@ac.ocgov.com

Signature: [signature] Date: 11/21/2018

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CALIFORNIA
HOMELESS COORDINATING
AND FINANCING COUNCIL
Business, Consumer Services and Housing Agency
Gavin Newsom, Governor | Alexis Podesta, Chair

January 29, 2019

Susan Price
Director of Care Coordination, County of Orange
Santa Ana, Anaheim/Orange County Continuum of Care
333 West Santa Ana Blvd.
Santa Ana, CA 92701

RE: Contract #18-HEAP-00026: Standard Agreement Amendment-Exhibit E

Dear Ms. Price:

The Business, Consumer Services and Housing Agency (BCSH) Homeless Coordinating and Financing Council received a request from the City of Buena Park for an exemption from the no-reimbursement provisions of the Santa Ana, Anaheim/Orange County Continuum of Care (CoC) HEAP contract. Based on a review of documentation provided by the County of Orange and the City of Buena Park, BCSH is granting this request and authorizing a one-time exemption for the City of Buena Park for their acquisition of property that will be used as a regional shelter.

Please review the enclosed STD 213 Standard Agreement Amendment and Standard Agreement Exhibit E. The person(s) authorized in the Authorized Signatory Form must provide an original signature, printed name, title and date on the lower left-hand section entitled "Contractor" on each of the two copies of the STD 213, and provide an original initial in the space provided on Exhibit E. The amended contract is not effective until it is signed by the Grantee's designated official and BCSH.

Please contact Lahela Mattox, our Local Government Liaison, at (916) 651-2770 or Lahela.Mattox@bcsh.ca.gov if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency
Council Chair

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STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD 213 A (Rev 6/03)

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
18-HEAP-00026	1
REGISTRATION NUMBER	
CA-602	

1. This Agreement is entered into between the State Agency and Contractor named below:
   STATE AGENCY'S NAME
   Business, Consumer Services and Housing Agency
   CONTRACTOR'S NAME
   County of Orange
2. The term of this Agreement is Upon BCSH Approval through 10/31/2021
3. The maximum amount of this Agreement after this amendment is: $15,568,715.65
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Exhibit E – Amended Terms

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
County of Orange

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
333 West Santa Ana Blvd Fl. 3
Santa Ana, CA 92706

STATE OF CALIFORNIA

AGENCY NAME
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency

ADDRESS
915 Capitol Mall, Suite 350-A, Sacramento, CA 95814

CALIFORNIA Department of General Services Use Only

☐ Exempt per:

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STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
18-HEAP-00026	1
REGISTRATION NUMBER	
CA-602	

1. This Agreement is entered into between the State Agency and Contractor named below:
   STATE AGENCY'S NAME
   Business, Consumer Services and Housing Agency
   CONTRACTOR'S NAME
   County of Orange
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3. The maximum amount of this Agreement after this amendment is: $15,568,715.65
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Exhibit E – Amended Terms

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
County of Orange

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
333 West Santa Ana Blvd Fl. 3
Santa Ana, CA 92706

STATE OF CALIFORNIA

AGENCY NAME
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency

ADDRESS
915 Capitol Mall, Suite 350-A, Sacramento, CA 95814

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

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Standard Agreement
EXHIBIT E

Amended Terms

Homeless Emergency Aid Program (HEAP)

1. BCSH is authorizing a one-time exemption from the no-reimbursement provisions of the HEAP contract with the County of Orange CoC to allow the City of Buena Park to be reimbursed in the amount of $3,602,770.00 for their acquisition of property that will be used as a regional shelter. In no way does this amendment relieve the Contractor of its requirements under the remainder of the agreement, which include complying with the no-reimbursement provisions of the HEAP contract for all remaining HEAP funds, using a minimum of five percent of HEAP funds for the purposes of addressing youth homelessness, and using a maximum of five percent of HEAP funds for the administration of this grant.

2. Notwithstanding Exhibit B of this agreement, and based on the revisions requested by the Contractor and authorized in Section 1 of this Exhibit, the following figures represent the new allocation of HEAP resources approved under the current HEAP agreement. The Contractor agrees to expend funds consistent with the allocation provided below:

A. Capital Improvements: City of Placentia	$ 5,650,000.00
Capital Improvements: City of Buena Park	$ 6,412,300.00
Capital Improvements: City of Laguna Beach	$ 544,000.00
B. Services: County of Orange	$ 1,005,127.00
Services: City of Laguna Beach	$ 347,619.00
C. Rental Assistance or Subsidies: County of Orange	$ 441,519.00
D. Homeless Youth Set-Aside: County of Orange	$ 778,435.78
E. Administrative Costs: County of Orange	$ 389,714.87
F. Other:	$ 00.00
Total HEAP Award Amount:	$15,568,715.65

Contractor's Initials _____

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Exhibit 3

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

City of Placentia
Applicant Name

Homeless Emergency Aid Program – Agreement # 18-23-0058-HEAP
Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to 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 the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant'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 grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; 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, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here O if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official: DAMIEN ARRULA — Title: CITY ADMINISTRATOR

Signature: X

Date: 05/06/19

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

DocuSign Envelope ID: 0F657958-C880-4245-9E78-8F16BF4B7928

Exhibit 4
Declaration of Restrictive Covenant

RECORDED AT REQUEST OF,

AND RETURN TO:

Housing and Community Development
and Homeless Services
1300 S. Grand Ave., Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407
Attention: Program Manager

(Space above this line for Recorder's use only.)

DECLARATION OF RESTRICTIVE COVENANT

(Homeless Shelter)
(City of Placentia)

This Declaration of Restrictive Covenants ("Covenant") is made as of this _____ day of _____, 2019, by the City of Placentia, a California municipal corporation ("Owner") and the County of Orange, a political subdivision of the state of California, ("County"), with reference to the following facts:

RECITALS

A. Owner is the owner of the certain real property located at [CITY TO INSERT] _____ in the City of Placentia ("Property"), within the geographic area of the Orange County, California. The legal description of the Property is attached hereto as Exhibit A and is incorporated by reference herein.

B. On or about October 4, 2018, Owner responded to a solicitation from the Orange County Continuum of Care ("County CoC") and submitted an application to receive an award of funds from the California State Homeless Emergency Aid Program ("HEAP").

C. Total amount of funds apportioned and approved by the County CoC to be used by the Owner for HEAP eligible activities is Five Million Six Hundred Fifty Thousand dollars ($5,650,000) ("Funds").

D. The Owner is permitted to use the Funds to perform necessary and eligible capital improvements on the Property.

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E. On or about January 7, 2019, County by and through Orange County Community Resources executed the State Standard Agreement 18-HEAP-00026 ("State Agreement") accepting the award of HEAP funds provided under the HEAP program.

F. Owner and County subsequently entered into the Funding Agreement dated____, ___ 2019, ("Funding Agreement") that established terms and conditions of the Owner's receipt of the Funds and sets forth the Owner's obligations and responsibilities in return for receipt of the Funds, which is incorporated herein by reference.

G. The Owner has agreed that in return for the receipt of the Funds: it will perform the HEAP eligible capital improvements, and; it will maintain and operate the Property for 10 years as an emergency homeless shelter with a minimum of 80 beds to serve the homeless population of the North Service Planning Area in Orange County, which includes all unincorporated County areas within the boundaries of the North Service Planning Area. The North Service Planning Area and all unincorporated areas within the boundaries of the North Service Planning Area, is described in Exhibit 1 attached to the Funding Agreement and is incorporated herein by reference.

H. As part of the approval for the Owner to receive Funds to perform the HEAP eligible capital improvements on the Property, the Owner agrees among other things to the following: the Owner agrees to maintain and operate the Property as a regional year-round emergency homeless shelter for the period of ten (10) years from the date of the execution of the Funding Agreement and operate the Property as an emergency homeless shelter 24/7 during this period; while operating the Property as an emergency homeless shelter, Owner agrees to provide the eligible participants with basic needs, appropriate referrals to establish housing stability and viable living environment as required under the HEAP program; to provide referrals and connections to mental health needs and medical needs; to provide connection to appropriate County resources and department agencies; to provide County monthly updates regarding the status of HEAP eligible capital improvements, and; to collaborate with County CoC and County CoC Coordinated or Centralized Assessment System.

I. Owner now desires to record this Covenant over the Property, which will subject the Property to certain restrictions on use consistent with the Funding Agreement, and as more particularly set forth below.

NOW, THEREFORE, the County and Owner hereby declare that the following express covenants are to be taken and construed as running with the Property and, except as set forth below, shall pass to and be binding upon Owner and its successors, assigns, heirs, grantees or lessees to the Property or any part thereof from the date of recordation of this Covenant and shall continue for ten (10) years from the date of the execution of the Funding Agreement. Each and every contract, deed, lease or other instrument covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to covenants and restrictions regardless of whether such covenants and restrictions are set forth in such contract, deed, lease or other instruments.

1. Purpose and Effect of Covenant.

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(a) The purpose of this Covenant is to restrict the use of the Property as set forth in Paragraph 2 below.

(b) Upon recordation of this Covenant, use of the Property shall be restricted as set forth in Paragraph 2 below.

2. Restrictions Affecting the Property.

The Owner hereby agrees to the below restrictions for ten (10) years from the execution of the Funding Agreement.

(a) The Property shall be used solely and exclusively as an emergency homeless shelter;

(b) The Property shall operate as an emergency homeless shelter year-round to serve the North Service Planning Area, which includes all unincorporated County areas within the boundaries of the North Service Planning Area and provide 24/7 shelter to eligible participants (eligible participants as defined in the Funding Agreement).

(c) The Property shall have at minimum 80 shelter beds;

3. Restrictions Run with the Property. Owner intends that the provisions set forth in Paragraph 2 above are covenants which shall run with the land and be binding upon Owner, its heirs, successors and assigns, including lessees or other users of the Property (collectively, "Users"). Should it be determined that the restrictions contained in Paragraph 2 are not covenants which run with the land, Owner intends that these provisions are equitable servitudes which run with the land and are binding upon all Users. Owner also intends that the provisions set forth in Paragraph 2 may be enforced by Owner against Users even if Owner does not own property which is benefited by these provisions. Should any portion of Paragraph 2 be held to be unenforceable, all of the other portions shall remain binding and enforceable. Should any portion of Paragraph 2 be held to not run with the land, all of the other portions shall continue to run with the land.

4. Irrevocability of Covenant. This Covenant may not be revoked, or materially modified or amended, by Owner during the term hereof without the prior written consent of County.

5. Maintenance; Compliance with Law. Owner agrees to maintain all interior and exterior improvements, including landscaping, of the Property in good condition, repair and sanitary condition (and, as to landscaping, in a healthy condition) and in accordance with any management and operations plan in full compliance with the HEAP program and requirements (including without limitation any landscaping and signage), as the same may be amended from time to time, and all other applicable laws, rules, ordinances, orders, and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. Owner acknowledges the great emphasis the County places on quality and to provide quality services to eligible participants to ensure compliance with the HEAP program and requirements. In addition, Owner shall keep the Property free from all graffiti and any accumulation of debris or

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waste material. Owner shall promptly make all repairs and replacements necessary to keep the Property in good condition and repair and shall promptly eliminate all graffiti and replace dead and diseased plants and landscaping with comparable approved materials.

6. Owner's Rights. Except for the express restrictions on use of the Property as set forth herein, Owner shall have all other rights of ownership appurtenant to the Property and the right to exercise same.

7. Term of the Covenant. This Covenant shall automatically terminate on the date which is Ten (10) years after the date of the execution of the Funding Agreement, if not earlier terminated by mutual consent of Owner and County ("Term of the Covenant").

8. Defaults: among others, each of the following shall constitute an "Event of Default" by Owner under this Covenant:

(a) Failure to operate and maintain the Property as a year-round emergency homeless shelter pursuant to requirements of the Covenant, Funding Agreement, HEAP program and other applicable state and federal laws and regulations;

(b) Owner's unauthorized sale or transfer of the Property in violation of this Covenant, or Funding Agreement;

(c) Failure to operate and maintain the Property as a year-round emergency homeless shelter for the Term of the Covenant.

(d) Any fraudulent act or omission by the Owner pertaining to or made in connection with the use of the Funds, Funding Agreement or operation and maintenance of the Property as a year-round emergency homeless shelter.

9. Remedies: The occurrence of any Event of Default, or any other violation of Owner under this Covenant or the Funding Agreement shall give the County the right to proceed with any and all remedies available to the County including but not limited to those set forth in the Funding Agreement. No right, power, or remedy given to the County by the terms of this Covenant or Funding Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Owner and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

10. Notice: Notices or other communications which may be required or provided under the terms of this Covenant shall be given as follows:

County	City
OC Community Resources	City of Placentia

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Housing and Community Development
and Homeless Services
1300 S. Grand Ave., Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407
Attention: Program Manager

401 E. Chapman Ave.
Placentia, CA 92870-6101
Attention: City Manager

IN WITNESS WHEREOF, the Owner and County have executed this Covenant the day and year first above written.

"Owner"

City of Placentia
a California municipal Corporation

By:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

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APPROVED AS TO FORM

COUNTY COUNSEL

ORANGE COUNTY, CALIFORNIA

By:_____

Deputy

Dated:_____

COUNTY OF ORANGE

A political subdivision of the State of California

By_____

Dylan Wright, Director,

OC Community Resources

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

trac

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Exhibit A
Legal Description of the Property

[CITY TO PROVIDE AS REQUIRED UNDER AGREEMENT]

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Exhibit 3

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

City of Placentia
Applicant Name

Homeless Emergency Aid Program – Agreement # 18-23-0058-HEAP
Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to 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 the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant'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 grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; 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, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here O if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official: DAMIEN ARRULA — Title: CITY ADMINISTRATOR

Signature: X — Date: 05/06/19

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

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Certification of Agreements

Date: **May 9, 2019**

To: Clerk of the Board of Supervisors

From: **OCCR/OC Housing & Community Development & Homeless Services**

Re: ASR Control #: S49F, Meeting Date 4/23/19 Agenda Item No. # S49F

I certify that the attached fully executed complete agreement (and all exhibits and/or attachments referenced within the agreement) is an **exact** iteration of the agreement(s) presented to and approved by the Board of Supervisors on the above listed meeting date.

I further certify that I have been authorized to execute said agreement(s) and have personally executed same.

Cymantha Atkinson	Deputy Director
Name	Title
DocuSigned by: Cymantha Atkinson 7897BB7BF204433...	5/9/2019
Signature	Date

EXHIBIT E

Contact City Clerk's Office for N-SPA Memorandum of Understanding (MOU)

MEMORANDUM OF UNDERSTANDING FOR THE NORTH ORANGE COUNTY SERVICE PLANNING AREA

This **MEMORANDUM OF UNDERSTANDING** ("Agreement") is dated as of May 1, 2019 ("Effective Date"), and entered into by and among the Cities of Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Stanton, Yorba Linda, and Villa Park, each of which is a municipal corporation organized and existing under California law (cumulatively the "City Parties," and at times individually a "City Party"), and the City of Anaheim, a California charter city ("Anaheim"), with reference to and in consideration of the following:

WHEREAS, like many other regions in California, the County of Orange ("County") has seen a rapid and troubling growth in the homeless population over the past several years, a condition that has been difficult to address given the high cost of housing and property in the area, and the shortage of emergency, transitional, and affordable housing available in the County to serve this population;

WHEREAS, as a result, local jurisdictions throughout the County have experienced increased incidents of unlawful camping and loitering activities in and upon portions of the public rights-of-way, parks, and other public facilities ("Public Property") in violation of local anti-camping, anti-loitering, and/or park closure ordinances and regulations ("Anti-Camping Ordinances");

WHEREAS, the use of Public Property in this manner creates health and safety risks to homeless persons due to traffic hazards, exposure to weather, inadequate sanitation, and other conditions detrimental to their wellbeing, and negatively impacts the health, safety, and general welfare of the community by degrading the environmental and physical condition of such Public Property, increasing risks associated the spread of illnesses, and frustrating the public purpose for which such Public Property is dedicated;

WHEREAS, on a broader scale, the County is a complex jurisdiction of interconnected systems, many of which have been impacted by the homeless crisis in the region, including but not limited to health care, criminal justice, child welfare, public transportation, economic and social, and legislative and political systems;

WHEREAS, in efforts to address this crisis, the County established an integrated Continuum of Care ("CoC") to guide homeless individuals and families through a comprehensive array of services and housing designed to prevent and end homelessness;

WHEREAS, to better coordinate access points, assessments, resources, and programs serving persons experiencing homelessness, the CoC divided the County into three (3) geographic "Service Planning Areas" (or "SPAs"), with the "North Service Planning Area" ("North SPA") including the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Rossmoor, Stanton, Villa Park, and Yorba Linda;

WHEREAS, on September 4, 2018, the United States Court of Appeals for the Ninth issued its decision in *Martin v. City of Boise* ("Boise Decision"), and holding that a local government's enforcement of its Anti-Camping Ordinance against homeless persons, where the jurisdiction lacks sufficient overnight shelter facilities that are accessible to persons, violates rights protected by the Eight Amendment to the United States Constitution;

WHEREAS, on January 29, 2018, a legal action captioned *Orange County Catholic Worker et al. v. Orange County et al.*, was filed in United States District Court, Central District of California as Case No. 8:18-cv-00155 (the "Action"), against the County, Anaheim, the City of Costa Mesa, and the City of Orange ("Orange," cumulatively "Defendants"), alleging that, pursuant to the Boise Decision, Defendant's enforcement of their local Anti-Camping Ordinances against homeless persons was unconstitutional given the lack of accessible overnight shelter beds available to serve the homeless population within their respective jurisdictions;

WHEREAS, plaintiffs in the Action have advised that they intend to add the remaining North SPA Cities as parties to the Action, given that each are in substantially similar positions as the Defendants, with respect to having an insufficient number of overnight shelter facilities available to serve the homeless population within their respective jurisdictions;

WHEREAS, in furtherance of the health, safety, and well-being of all their residents, to return and preserve Public Property for its intended purpose, and in efforts to resolve the Action, the City Parties, located within the North SPA, have worked together cooperatively and in good-faith towards developing a regional solution to the current homeless crisis within their respective jurisdictions;

WHEREAS, as a result of such efforts, the City Parties have been awarded certain grant funds under California's Homeless Emergency Aid Program ("HEAP"), and certain additional funds made available under Senate Bill 2, towards the acquisition, construction, and operation of two (2) new homeless shelter facilities to be located within the boundaries of the City Parties, and intended to exclusively serve the unsheltered homeless population currently residing within the jurisdiction of the City Parties;

WHEREAS, the City Parties desire to formalize the terms and conditions by which the above-referenced HEAP Funds and SB 2 Funds are aggregated, and combined with additional funds provided by each City Party from alternative sources, to finance the acquisition, construction, and operation of such two (2) new shelter facilities;

WHEREAS, the City Parties additionally desire to memorialize the terms and conditions by which: the two (2) new shelter facilities will be operated; the City Parties will equitably share access to the capacity provided by such new shelter facilities, as well as the capacity provided by existing shelter facilities in located within the boundaries of the City Parties; the City Parties will equitably share the costs and responsibilities associated with the acquisition, construction, operation, and maintenance of such new shelter facilities; and other related matters in furtherance of their common purpose;

WHEREAS, in efforts to further expand the resources available to serve homeless persons within their respective boundaries, the City Parties and Anaheim further desire to memorialize a reciprocal shelter capacity sharing agreement with Anaheim, governing the terms and conditions by which the City Parties and Anaheim will have access to a defined portion of the capacity provided in the other's shelter facility(ies);

WHEREAS, in addition to addressing the needs of homeless persons through the provision of overnight shelter, the City Parties covenant to will work together, in furtherance of the CoC, towards developing and increasing the North SPA's inventory of long-term affordable and supportive housing units, such that homeless persons receiving services under this Agreement may transition from temporary or emergency shelter facilities, and into long-term and stable housing solutions; and

WHEREAS, each Party has caused this Agreement to be duly approved by its respective governing body, and by so doing, has found and determined that this Agreement furthers the health, safety, and general welfare of their respective residents.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. PURPOSE

This Agreement establishes a multi-jurisdictional memorandum of understanding for establishing, constructing, developing, maintaining, providing, operating, and facilitating the provision of overnight shelter in designated public facilities (termed "Navigation Centers" below), and the provision of certain services at such facilities, to homeless and chronically homeless adults, children, and families located within the North Service Planning Area of Orange County, California. This Agreement defines the respective rights and responsibilities of the Parties with respect to the financing, implementing, operating, and the provision of Services, as defined below, at the Navigation Centers.

2. DEFINITIONS

In addition to the other terms and phrases defined elsewhere in this Agreement, the following key capitalized terms and phrases used throughout this Agreement shall have the meaning assigned in this Section.

2.1. "Anaheim Center" shall mean and refer to the Salvation Army's planned Center of Hope located in the City of Anaheim, and specifically the portion thereof available for use by the City Parties under this Agreement as described in Section 4.1.

2.2. "City Program Costs" shall mean and refer to that portion of the Program Costs that are not funded by an alternative funding source described in Exhibit D(1) and D(2), and that

will be paid by the City Parties pursuant to the Cost Allocation Plan, as such City Program Costs are further detailed in Exhibit "D".

2.3. "Cost Allocation Plan" shall mean and refer to the formula utilized to determine the Party Shares of the City Program Costs, as such formula is detailed in Exhibit "E".

2.4. "Center Operator" shall mean and refer to the third-party contracted by a Host City to provide comprehensive and "turnkey" day-to-day management and operation of a New Center.

2.5. "Guests" shall mean and refer to homeless and chronically homeless adults, children, and families located within the Program Area.

2.6. "Guest Capacity" shall mean and refer to the number of beds provided in a Navigation Center, as detailed in Exhibit "B".

2.7. "Host City" or "Host Cities" shall mean and refer to the City of Buena Park and/or the City of Placentia.

2.8. "Navigation Centers" shall mean and refer to those public facilities, and the Guest Capacity available at each, set forth in Exhibit "B". Navigation Centers shall include the New Centers and the Anaheim Center.

2.9. "New Centers" shall mean and refer to the new Navigation Centers to be acquired, constructed, and operated in the Host Cities under this Agreement.

2.10. "Operating Agreement" shall mean and refer to the contract between a Host City and Center Operator for the operation of a New Center.

2.11. "Operating Plan" shall mean and refer to plan approved by a Host City, Party Representatives, and a Center Operator, that details the terms, conditions, and standards by which Services are made available to Guests at a New Center.

2.12. "Party Representative" shall mean and refer to the highest-ranking appointed executive official for each of the Parties, or his/or her duly authorized designee.

2.13. "Party Share" shall mean and refer to that portion of the City Program Costs allocated to each City Party in accordance with the Cost Allocation Plan, as detailed in Exhibit D(3) and (D)(4).

2.14. "Program" shall mean and refer to the Parties' cooperative financing and planning for the acquisition, construction, operation and the provision of Services at the New Centers, and the cooperative sharing among the Parties of Guest Capacity at the Navigation Centers.

2.15. "Program Area" shall mean and refer to the North Service Planning Area of Orange County, California, the geographical boundaries of which are further defined in Exhibit "A."

2.16. "Program Costs" shall mean and refer to the costs incurred by the Parties in the acquisition of New Center sites and the completion of modifications or capital improvements thereto, and annually to operate the New Centers during the Term (as defined below).

2.17. "Program Funds" shall mean and refer to all funds paid by or to the Parties under this Agreement, including but not limited to HEAP Funds and SB 2 Funds received by the Parties and contributed towards the Program.

2.18. "Program Property" shall mean and refer to all real and personal property purchased or acquired with Program Funds.

2.19. "Program Treasurer" shall mean and refer to the Party selected by the other Parties to serve as the treasurer, trustee, and manager of all Program Funds.

2.20. "Services" shall mean and refer to the provision of overnight shelter and other sanitation, nutritional, health, educational, supportive, and/or basic human services at Navigation Centers, as described in an Operating Plan.

3. TERM

3.1. General Term. This Agreement shall be effective as of the date which the last of the Parties has executed the same, which shall be inserted as the Effective Date in the first paragraph above, and shall remain in full force and effect until June 30, 2020, at which point this Agreement shall automatically renew and continue in effect for ten (10) consecutive one-year terms, the last of which shall expire on the date that is ten (10) years from the Effective Date (each an "Annual Term," and cumulatively the "Term"). The Term may be extended upon the mutual written agreement of the Parties, or earlier terminated in accordance with the provisions of this Agreement.

3.2. Termination by City Parties.

a) Notice and Effective Date. Notwithstanding Section 3.1, any City Party, other than a Host City, may terminate its participation in this Agreement by providing one year's written notice to all other Parties on or before the last day of any Annual Term (June 30), and following timely payment of the "Termination Fee." This Agreement shall thereafter terminate as to the Party providing such notice at 11:59 p.m. on the last day of the immediately ensuing Annual Term.

b) Termination Fee as Liquidated Damages. The Termination Fee shall be equal to three times (3x) the most recent Party Share paid by the terminating City Party, plus an additional five percent (5%) of the resulting factor to account for increases in the consumer price index. The Termination Fee shall be paid by the terminating City Party to the Program Treasurer not later than six (6) months before the effective date of termination. Failure to timely remit the Termination Fee shall render a City Party's notice of termination ineffective. The Parties acknowledge and agree that the Termination Fee shall constitute liquidated damages and not penalties, and are in addition to all other rights of the Parties, including the right to call a default

of this Agreement. The Parties further acknowledge that: (i) the amount of loss, costs, or damages likely to be incurred by the Parties resulting from a City Party terminating this Agreement before the end of the Term is incapable or is difficult to precisely estimate; (ii) the Termination Fee to be paid by any City Party bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable losses or costs likely to be incurred by the other Parties by virtue of a City Party's termination of this Agreement before the end of the Term; (iii) one of the reasons for the Parties reaching an agreement as to such amounts is the uncertainty regarding the question of actual losses, costs, or damages to be incurred by the Parties in such event; and (iv) the Parties are sophisticated business parties, have been represented by sophisticated and able legal counsel, and have negotiated this Agreement at arm's length.

c) Continuing Enforceability. Following the effective date of termination, the terminating City Party shall have no further obligations or rights with respect to this Agreement, except as expressly provided otherwise herein. Should any such terminating City Party desire to renew its participation in this Agreement in subsequent Annual Terms, such Party shall be subject to Section 3.6.

3.3. Termination by Host City

a) Notice and Effective Date. Notwithstanding Sections 3.1 and 3.2, Host Cities may terminate their participation by providing six (6) months written notice to all other Parties as follows: written notice of termination shall be provided on or before January 1 of each Annual Term, and this Agreement shall thereafter terminate as to the Host City providing such notice at 11:59 p.m. on the last day of the same Annual Term; for example, notice of termination provided before January 1, 2020, shall be effective as of June 30, 2020.

b) Continued Operation of Navigation Center. As a condition precedent to the effectiveness of a Host City's termination of this Agreement, such that a New Center / Navigation Center will no longer be operated within its jurisdiction, the Host City shall comply with all terms, conditions, and restrictions of the HEAP Funding, SB 2 Funding, and any other grants or similar funding provided to the Program and/or Host City relative to the New Center, and any Program Property in the possession and control of the Host City that was not acquired with such grant funds, and thus is not bound by associated grant restrictions, shall be managed and disposed of as directed by the Party Representatives. In the event of such Host Party's termination, the City Parties shall work together cooperatively and in good faith to satisfy the shelter needs of the Program Area following the Host City's termination. No Party shall be compelled under this Agreement to remain or serve as a Host City.

c) Continuing Enforceability. The Host City's notice of termination shall indicate whether the Host City is entirely terminating its participation in this Agreement, or whether it will remain a City Party. If the first, the terminating Host City shall be subject to Section 3.2(c). If the Host City is to remain a City Party, following the effective date of termination the Host City will treated in all respects as a City Party under this Agreement, and subject to any adjustment to its Party Share and Cost Allocation Plan.

3.4. Termination by Anaheim. Notwithstanding Section 3.1, Anaheim may terminate its

participation in this Agreement by providing ninety (90) days' written notice to all other Parties at any time during the Term, and Anaheim shall not be subject to a Termination Fee.

3.5. New Parties

a) Qualifying Agencies. Only those cities, counties, or political subdivisions of the State whose jurisdictional boundaries include portions of, or overlap with, the Program Area qualify to be a Party to this Agreement ("Qualifying Agency"). Only unsheltered homeless persons identified within the Program Area may be served by the Program, and no Party shall directly or indirectly transport, or cause the transportation of, any such persons from outside the boundaries of the Program Area for an improper purpose or motivation, including but not limited to reducing the unsheltered count of the originating jurisdiction, alleviating the obligation of said jurisdiction to provide said person services or shelter, or utilizing Guest Capacity in the Navigation Centers.

b) Financial Contribution of New Parties. After the Effective Date, a Qualifying Agency that is not a Party may petition the Parties to be added to this Agreement, and will be made a Party hereto if: (1) the petition of the Qualifying Party is approved by the Party Representatives; (2) the Qualifying Party pays a pro-rated share of (i) the New Center Construction and Acquisition Costs actually incurred by the Parties, as estimated in Exhibit "C," and (ii) any other capital improvement, repair, or maintenance costs actually incurred by the Parties in connection with the New Centers between the Effective Date and the date which the Qualifying Agency is added as a Party. Upon being made a Party to this Agreement, and as condition precedent thereto, the Qualifying Agency shall be allocated and pay a Party Share consistent with the Cost Allocation Plan, and all other Party Shares shall be adjusted accordingly. The Parties acknowledge and agree that payments to be made by a Qualifying Agency under this Section fairly represent the Program benefits and burdens to the Parties. The addition of a New Party shall be considered a material change requiring approval of the Host Cities, in accordance with Section 10.1.

4. NAVIGATION CENTERS

4.1 Anaheim Center; Scope of Anaheim Participation and County Contribution Thereto

a) Limited Scope. The Parties agree that Anaheim's rights and obligations under this Agreement are limited to the reciprocal sharing of Guest Capacity between that provided by City Navigation Centers located outside of Anaheim's jurisdictional boundaries, and that provided by the Anaheim Center. Notwithstanding any contrary terms of provisions of this Agreement, Anaheim shall not be liable or responsible for the payment of Program Costs, City Program Costs, or any Party Share hereunder, nor shall Anaheim be entitled to receive any Program Funds, Program Property, or proceeds of Party Shares under this Agreement.

b) Capacity Sharing Among City Parties and Anaheim. Following the construction and commencement of operations of the second of the New Centers, or the Anaheim Center, whichever occurs later and continuing for so long as Anaheim remains a Party to this MOU, Anaheim shall be entitled to use and access space for up to Two Hundred Twenty-Five (225) Guests in the City Navigation Centers, and in return, the City Parties, cumulatively, shall be entitled to use and access space for up to Two Hundred Twenty-Five (225) Guests in the

Anaheim Center, as the available capacity thereof may be approved by the operator of the Anaheim Center. The details, funding, and protocol for Capacity Sharing may be memorialized in a subsequent agreement between the Parties to the extent necessary to effectuate the purpose of this section; provided, however, that (i) in no event shall a person be admitted to the Anaheim Center or a City Navigation Center without the express consent of the receiving party (in the case of Anaheim, the consent of the City of Anaheim, and in the case of a City Navigation Center, the consent of the Host City), and (ii) Capacity Sharing is intended to be roughly proportional and reciprocal and the Parties agree to share information and work cooperatively to ensure that this goal is met. If Anaheim or any Host City requests in writing that a Capacity Sharing agreement be reached before this section is operative, the Parties shall negotiate cooperatively and in good faith to reach such an agreement. If such agreement is not reached within a reasonable period of time this Section 4 shall be null and void as to Anaheim. The Parties agree that this reciprocal sharing of Guest Capacity between the City Parties and Anaheim fairly represents a regional solution focusing on the respective privileges and burdens flowing to the Parties hereunder, while addressing the anticipated challenges of developing a and implementing a regional solution to the homeless crisis in the County.

c) Anaheim Participation Contingent on County Funding. Anaheim's participation and the effectiveness of Section 4.2(b) is contingent on the County providing financial assistance to facilitate the construction and operation of the Anaheim Center, with such assistance substantially consisting of the following: (1) for a period of two (2) years following the Effective Date, County will pay Anaheim the monetary sum of Five Hundred Thousand Dollars ($500,000) per year and expenses for the Anaheim Center, or provide, in whole or in part, an equivalent value of services for the Anaheim Center; and (2) County will pay to Anaheim an additional monetary sum of One Million Two Hundred Thousand Dollars ($1,200,000) for start-up costs. In the event the County fails or declines to provide such assistance to Anaheim, Anaheim may terminate its participation in this Agreement. Should the County provide such assistance, except as the City Parties may indirectly benefit from the County's assistance described in this section, the City Parties shall not be entitled to receive any portion of the funds or services to be provided to Anaheim under this Section.

4.2 City Navigation Centers. The Parties desire to work cooperatively and combine their respective resources for purposes of providing and coordinating the provision of Services to Guests at Navigation Centers located in the Program Area, and to acquire, construct, develop, and operate two New Centers (one to be located in each of the Host Cities).

a) Navigation Centers and Guest Capacity. For purposes of this Agreement, the Navigation Centers, and the existing or anticipated Guest Capacity of each, are set forth in Exhibit "B" to this Agreement.

b) Change in Navigation Centers. The Parties may, from time to time, close a Navigation Center, construct additional or replacement Navigation Centers, or amend the Guest Capacity of any Navigation Center, and/or a Host City may terminate its participation in this Agreement. In such case, the Parties shall amend this Agreement to provide an accurate listing of the Navigation Centers open and available for Guests at any given time during the Term, and shall adjust the Cost Allocation Plan and Party Shares as appropriate.

c) **Funding.** Funding for the City Navigation Centers subject to this Agreement shall be in accordance with Section 7.5(b)(1).

5. CONSTRUCTION AND MAINTENANCE OF NEW CENTERS

5.1. Ownership. The New Centers shall be owned by the applicable Host City, together with any Program Property in the custody or possession of a Host City; provided the New Centers and Program Property shall be utilized by Host Cities exclusively for purposes consistent with this Agreement, and/or the terms and conditions of the HEAP Funding Agreement entered into by a Host City, as applicable.

5.2. Design. Each Host City shall have final authority over the design and construction of New Centers located in its jurisdiction, in accordance with each Host City's ownership rights and plenary land use authority. Prior to a Host City's commencement of construction of, or significant modifications or improvements to, a New Center, the Party Representatives will be provided a reasonable opportunity to review and provide input on the proposed design and amenities of the New Center, and the Host Cities will, in good faith, consider the input of the Party Representatives in finalizing the same.

5.3. Host City as "Lead Agency." The Host City for each New Center shall be the "lead agency" for purposes of improvements or modifications thereto, as well for the environmental review, acquisition, development, and construction of a New Center, and the operation, cleaning, maintenance, or repair of a New Center.

a) **Service Contracts.** As approved by the Party Representatives, each Host City will be the "contracting party" to any written agreements with qualified professional(s), service providers, and/or licensed contractor(s) ("Contractor") necessary for the development or operation of New Centers consistent with this Agreement.

b) **Procurement Practices.** A Party's purchase or acquisition of Program Property, or a Host City's retention of any Contractor, shall be governed by the procedural formalities and requirements of the Host City. The Parties agree that, to the extent practicable and not otherwise required by applicable law, Contractors should be selected after a competitive process that considers both price and capacity or qualifications to perform.

5.4. Minimum Housing Standards. The New Centers should comply with the building standards for emergency housing established by the California Department of Housing and Community Development, as the same may be amended from time to time, or if more stringent, and at the discretion of the Host City, the applicable building standards of the Host City ("Building Standards").

5.5. Minimum Facilities and Amenities. The New Centers should be improved and equipped with the facilities and amenities commonly associated with public facilities of similar type and purpose as approved by the Party Representatives, in sufficient quantities necessary to serve the Guest Capacity for each New Center.

5.6. Maintenance and Repairs. Host Cities will cause the New Centers to be regularly cleaned, maintained, and repaired in accordance with generally accepted standards, and as necessary to ensure compliance with the Building Standards. The Operating Agreements for the New Centers shall include terms and conditions requiring the Center Operators to comply with this Section.

5.7. Security. Each Host City will ensure that adequate security measures and policies are incorporated into the New Centers' construction and operation, including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, adequate lighting, law enforcement patrols, and neighborhood safety controls. Detailed security procedures and protocols will be included in the Operating Plan developed by the Host City, Center Operator, and the Party Representatives, as described further below.

6. USE AND OPERATION OF NAVIGATION CENTERS

6.1. Exclusive Purpose of Navigation Centers. The Navigation Centers subject to this Agreement will be used by the Parties exclusively for the purpose of providing Services to Guests located within the Program Area. The Parties agree to work cooperatively and in good faith, and to take such reasonable action(s) or precaution(s) as deemed necessary, to effectuate the purpose of this Section.

6.2. Use and Access of Navigation Centers. In consideration for the City Parties' payment of their respective Party Share, each City Party shall have the right to utilize an approximately equivalent percentage of its Party Share of total Guest Capacity in the Navigation Centers. The Parties shall have access to and utilize the monitoring and logging system developed and operated by the County to track the real-time availability of Guest Capacity in the Navigation Centers, and to make arrangements and reservations for the transportation of Guests thereto and therefrom. Parties utilizing Guest Capacity in New Centers shall comply with the applicable Operating Plan.

6.3. Length of Stay and Transitional Housing. Host Cities shall have the authority to establish reasonable restrictions on the maximum length of stay for any individual Guest in a New Center, which restriction shall be set forth in the Operations Plan. Any restrictions adopted pursuant to this Section by a Host City shall be consistent with those generally imposed by facilities of similar type, nature and purpose. Upon expiration of any length of stay imposed by a Host City, the Party from whose jurisdiction the Guest originated from shall provide transportation and otherwise facilitate the return of the Guest to said jurisdiction, subject to restrictions imposed by applicable laws. Consistent with the purposes of this MOU to provide a long-term solution to the unsheltered homeless population within the Program Area, the City Parties agree to work cooperatively and in good-faith towards facilitating the development of supportive short-term and permanent affordable housing units within their respective jurisdictions, such that Guests may be transitions from the temporary shelter provided by Navigation Centers to long-term housing.

6.4. Host City Priority. The Host Cities shall have priority to utilize the available Guest Capacity in their respective New Center, and shall have the right of first refusal in the event

of capacity overflow or shortages.

6.5. Annual Review of Party Usage. The Guest Capacity utilized by each Party shall be reviewed not less than once per year in conjunction with the Annual Meeting and in light of the Annual Report and Annual Audit described below, and the results of this review shall be used for making any necessary adjustments to the Party Shares or the Cost Allocation Plan to ensure the Parties' financial obligations hereunder accurately reflect the benefit derived; as well as to make any necessary revisions to the Operating Plans to further the goals and objectives of this Agreement. Notwithstanding the foregoing, during the first two (2) Annual Terms, the Party Representatives shall meet not less than once per quarter to review the matters described in this Section; provided that such a review shall be conducted at any time during the Term upon a request by two-thirds (2/3) of the Party Representatives.

6.6. Center Operators. Each Host City will enter into an Operating Agreement with a Center Operator for comprehensive and "turnkey" day-to-day management and operation of the New Center located within its jurisdiction. Except as otherwise agreed by the Parties, Center Operators shall be a non-profit organization with demonstrated experience operating similar facilities and providing similar services as contemplated in this Agreement, and shall be selected by the Host City following a competitive process, with the selection based on cost considerations, capacity to perform to the Services, qualifications and expertise, and such other matters deemed relevant by a Host City or the Party Representatives. A Host City's selection of a Center Operator shall be subject to approval by the Party Representatives.

6.7. Operating Plan. Each Host City shall develop an Operating Plan which shall govern the day-to-day management and operation of its New Center, and shall be incorporated into the Operating Agreement for the New Center. The Operating Plan must be approved by the Host City, the Center Operator, and the Party Representatives, and will address such matters as are detailed in Exhibit "F", in addition to such other terms and conditions that may be directed by the Host City and the Party Representatives.

6.8. Operating Agreement. Prior to a Host City's commencement of a solicitation for a Center Operator, the Party Representatives shall work cooperatively and in good faith to develop minimum experience and qualifications, as well as general standards, terms, and conditions to be included in an Operating Agreement necessary and appropriate to protect the Parties' respective interests. In addition to any other terms or conditions that may be directed by a Host City or Party Representative, each Operating Agreement will, to the maximum extent permitted by law, require the Center Operator to defend, indemnify, and hold the Parties harmless from and against any and all claims or damage to person or property relating to or arising from the Center Operator's management and operation of a New Center. The terms and conditions of Operating Agreements shall be subject to approval by the Party Representatives.

6.9. Low-Barrier Access. The New Centers shall be considered "low barrier" facilities for purposes of Guest access, and any entry screening, barriers, or conditions to access shall be defined in the Operating Plan, as such may be approved by the Party Representatives and reasonably necessary to accomplish the purposes of this Agreement, or as may otherwise be ordered by a court of law, or required by a settlement agreement to which the Host City is a party.

Except as required to comply with applicable law or court order, the New Centers shall not be "no-barrier" facilities, and shall have, at a minimum, access or entry conditions for Guests that are substantially similar to those utilized by the other Navigation Centers, and screening for felony warrants or registration as a sex offender as may be included in the Operating Plan.

6.10. Community Coordination and Communication. The Parties are committed to communication with neighbors on an ongoing basis. During the Term, the Parties and the Center Operators will work together cooperatively and in good faith to facilitate community forums, generate educational or outreach materials, and engage in similar activities to promote or further the purposes of the Program. The goal of such efforts will be to provide members of the community with opportunities to ask questions and receive information about the Navigation Centers and the Program. Any printed or published materials relating to the Program shall be subject to approval by the Party Representatives.

a) Complaints / Inquiries. Any community complaints and/or inquiries about the Program should be recorded and forwarded to the appropriate Party, or its designated point of contact, for prompt investigation. The Party Representatives and Center Operators shall work together to facilitate appropriate responses to customer service requests and prompt resolution of community complaints.

b) Visitors / Tours. Visits by members of the community and tours of Navigation Centers should be made available by the Host Cities, and will be coordinated by and through the Host City and the Center Operator.

c) Retention of Professional Service Providers. The Parties may retain or appoint professional service providers as necessary to provide public relations, legal, accounting, or other specialized support services for the Program. The Parties will designate a Party to serve as the contracting agency for any such purposes, and the need for and selection of any such professional service providers will be subject to approval by the Party Representatives. Costs and expenses incurred in the retention of professional services providers shall be a Program Cost.

d) Coordination of Government Agencies. The Program will be operated for the public good, and successful implementation will require the partnership of various stakeholders including the Parties, Center Operators, local school districts, and other local political subdivisions and community organizations. The Parties are, and the Center Operators shall be, committed to working cooperatively with numerous stakeholders to serve Guests in the Program Area. The Parties and the Center Operators will communicate and work collaboratively with local police, fire, and public safety departments through all stages of Program implementation, including but not limited to the design of New Centers, and the development and implementation of Operating Plans and Operating Agreements.

6.11. Annual Report. At least once per year, to be completed contemporaneously with the Annual Audit, the Parties shall cause a third-party to review and audit the day-to-day operational affairs of the Navigation Centers, and prepare an Annual Report to be presented to the Party Representatives. The Annual Report shall include such information as may be directed by the Party Representatives, but should at a minimum address such issues as: the sufficiency of the

Guest Capacity for the Program Area; each Party's usage of Guest Capacity over the past year; each Party's anticipated Guest Capacity needs for the ensuing year; funding needs and opportunities; anticipated capital improvement or operational expenses for the Program; the extent to which the Program is achieving the purposes of this Agreement; and a performance review of the Navigation Centers, Center Operators, and Operating Plans. The Parties will designate a Party to serve as the contracting agent for such purposes, and the selection of a third-party to prepare the Annual Report shall be subject to approval of the Party Representatives. Costs and expenses incurred in the retention of professional services providers shall be a Program Cost.

7. FINANCIAL PROVISIONS

7.1. Program Treasurer. The Parties shall select a Party to serve as the Program Treasurer.

a) Designation. The identity of the Program Treasurer shall be memorialized in writing, and the Party Representatives may alter the identity of the Program Treasurer at any time, and the Program Treasurer may resign at any time, both without penalty, cause, or justification; provided that as much advance notice as possible shall be afforded in the case of Program Treasurer resignation. Subject to the foregoing, the Parties designate the City of La Palma to serve as the Program Treasurer.

b) Costs. The Program Treasurer shall be entitled to be recover the costs associated with serving in such capacity under this Agreement.

7.2. Program Accounts. The Program Treasurer shall establish and maintain the Program Accounts set forth in Exhibit "G", or such other or different accounts as may be directed by the Party Representatives from time to time, with a banking institution approved by the Party Representatives, into which the Program Treasurer shall deposit all Program Funds. The Program Funds deposited into each Program Account will be used for the specific purposes of such account.

7.3. No Comingling of Funds. Program Funds provided by the Parties for specific purposes under this Agreement shall be deposited into the designated Program Account, and shall not be comingled with funds provided for any other purpose, nor used for any purpose other than the specific purpose so designated, absent the approval of Party Representatives.

7.4. Permissible Use of Funds. Each Party represents and warrants to the other Parties that the funding source for the Party Shares paid under this Agreement may be used for the purposes described herein, and their expenditure was duly authorized by the governing board of the Party. Any restriction or limitation on the use of funds contributed by a Party under this Agreement shall be so designated and disclosed by the Party making the payment and, should such restrictions or limitations frustrate or hinder the purpose or administration of this Agreement, the Parties may require the Party Share be paid from an alternative funding source; provided that the Parties shall work together cooperatively and in good faith to attribute restricted funds provided by the Parties towards authorized purposes that further the Program before requesting an alternative funding source.

7.5. Description of Party Shares; Financial Contributions by the Parties.

a) Anticipated Program Costs. As of the Effective Date, the Parties agree that Exhibit "C" represents a reasonable estimate of Program Costs anticipated to be incurred by the Parties in the acquisition of New Center sites and the completion of modifications or capital improvements thereto (Exhibit C(1)), and annually to operate the New Centers during the Term (Exhibit C(2)). The Parties hereby approve of such Program Costs as the Program Budget, which will govern the Program Treasurer's allocation of Program Funds to the Parties. At each Annual Meeting, a new Program Budget will be approved by the Party Representatives for the immediately ensuing Annual Term, and any such Program Budget may thereafter be modified, amended, or superseded by the Party Representatives.

b) Funding Sources and Parties' Share of Program Costs

1. Funding Sources and Party Shares. As set forth in Exhibit D(1) and (D)(2), the Program Costs are anticipated to be paid for from four (4) funding sources: (1) HEAP Funding awarded to the City Parties; (2) SB 2 Funding provided to the City Parties; (3) funds contributed by the County; and (4) Party Shares. The portion of Program Costs to be paid from Party Shares are the City Program Costs, and each Party Share of such City Program Costs is detailed in Exhibit D(3) and D(4). Should any of the alternative funding sources fail, in whole or in part, then the unfunded portion of Program Costs shall be deemed City Program Costs, to be paid by the City Parties in accordance with the Cost Allocation Plan.

2. Basis for Allocation; Cost Allocation Plan. The Parties agree that each Party Share is intended to, and does, fairly represent the privileges, benefits, and burdens flowing to and imposed upon each such Party, and its respective community, in that each Party Share represents a portion of the City Program Costs that is substantially equal to each City Party's anticipated use of the aggregate Guest Capacity of the Navigation Centers, and associated burdens of the Program carried by Host Cities. The Parties agree that each Party Share is consistent with the Cost Allocation Plan set forth in Exhibit "E" and that the Cost Allocation Plan accurately reflects the burdens and benefits of the Parties under this Agreement.

3. Annual Meeting. No later than ninety (90) days before the commencement of each Annual Term, the Parties shall review the results of the previous year's Annual Audit, together with the Annual Report, existing Cost Allocation Plan, and Program Costs anticipated to be incurred in the current and future Annual Terms, and shall, cooperatively and in good faith: negotiate and reach a mutual agreement as to any adjustments or revisions to the Cost Allocation Plan necessary to finance and operate the Program and the Navigation Centers, and to improve, develop or repair the Navigation Centers; ensure that each Party Share fairly reflects the benefits and obligations to such Party under this Agreement, consistent with the considerations included in the Cost Allocation Plan; and to adopt and approve a new Program Budget for the immediately ensuing Annual Term.

4. Notice of Party Shares. Not later than sixty (60) days prior to the commencement of each Annual Term, the Parties shall finalize the Party Shares for the ensuing Annual Term based

on the Cost Allocation Plan, and notice of each Party's Share shall be provided by the Program Treasurer not later than thirty (30) days immediately preceding commencement of the applicable Annual Term.

5. Timely Payment. Each Party shall pay the Party Share in consideration for its continuing right to use and access the Navigation Centers. Each Party's annual obligation to remit payment of the Party Share is contingent on the Parties making the Navigation Centers available to such Party for the applicable Annual Term. Each Party shall remit payment of its Party Share on or before the deadline established by the Party Representatives, and set forth in the notice by the Program Treasurer. Late payments shall accrue interest at the maximum interest rate permitted by law applicable to municipal corporations.

6. Funding Shortages. Should the Program experience a shortfall in funding during any Annual Term, the Program Treasurer, with the approval of Party Representatives, shall provide written notice to the Parties of the shortage, and the City Parties shall remit payment of required amounts within thirty (30) days' receipt of the same, with the amount of each City Party's payment to be based on the Cost Allocation Plan.

7. Reconciliation. If, during any Annual Meeting, the Party Representatives determine that past payments made by any Party were either in excess or less than the amount fairly attributable to that Party, that Party's Share shall be adjusted in future Annual Terms.

8. Public Benefit and Purpose. Each Party acknowledges that establishment and operation of the Program, including but not limited to development and operation of the Navigation Centers, is a substantial benefit to each such Party, and the residents, business, and communities residing within their respective jurisdictional boundaries. All Parties expressly declare that this Agreement, and all expenditures of public funds hereunder for the purposes described herein, furthers legitimate public purposes of combating and remediating incidents of homelessness in their communities.

9. No Repudiation of Party Share. In the event any Party refuses to receive or take advantage of the Program benefits, or access or utilize the Navigation Centers, despite the opportunity to do so as a Party to this Agreement, or in the case of a default or failure to pay its Party Share in accordance with this Agreement, each Party remains obligated to pay to the other Parties, by and through the Program Treasurer, its outstanding payments hereunder as they become due and payable, and any other Party may take any legal action as appropriate to obtain such payment.

10. Results of Nonpayment by Party. All Parties acknowledge that the failure of any Party to pay any amount hereunder will result in an increase in the operational costs of the Program to be divided among all other Parties. To that end, in the event any Party fails to pay, for any reason, any amount required to be paid by that Party under this Agreement within fifteen (15) days of when such payment is due, the amount of such nonpayment will be apportioned among the remaining Parties such that the remaining Parties will be responsible to pay such unpaid amount. Should the non-paying Party subsequently pay any portion of the amount owing, the increased cost paid pursuant to this Section by the remaining Parties will be reimbursed from such payment in a

percentage equal to each Party's Share. Each Party's incremental increase in a contribution resulting from a Party's nonpayment will be due within thirty (30) days of notification by the Program Treasurer. The obligation of Parties to pay increased amounts under this paragraph is not intended to be an exclusive remedy. The Parties reserve the right to take any action as is appropriate to obtain payment from any non-paying Party. Additionally, each Party paying increased costs pursuant to this paragraph, shall have and retain the right to take any action at law or equity as is appropriate to obtain reimbursement of such increased payment amounts from the non-paying Party.

11. No Reimbursement. Except as otherwise expressly provided herein, it is the intention of all Parties that no funds provided by any Party under this Agreement shall be reimbursed. The Parties acknowledge that the payments made or required under this Agreement represents a fair return and consideration in exchange for access and use of the Program and Navigation Centers during the Annual Term to which the payment or payment(s) relate(s). If, pursuant to judicial action or threat thereof, or for any other reason, any funds are reimbursed under this Agreement to any Party, other than as expressly provided herein, the remaining Parties will be responsible for paying the reimbursed amount, with each Party's repayment obligation equaling that used to establish the Party's Share.

12. Budgeting Party Contributions. For each Annual Term, each Party shall make every effort to adopt all necessary budgets and make all necessary appropriations for all payments due hereunder. The covenant contained in this Section shall be deemed to be, and shall be construed to be, contingent upon the continuing offer by other Parties to participate in the Program and be a party to this Agreement. To the extent the Parties offer access and use of the Program and Navigation Centers to any Party, the continued responsibility of such Party to make all payments required hereunder shall be a duty imposed by law and it shall be the duty of each and every public official of each Party to take such actions and do such things as are required by law in performance of the official duty of such officials to enable the Party to carry out and perform the covenants contained in this Section.

13. Mutual Covenant. All Parties acknowledge that the construction, maintenance and availability of Navigation Centers for the provision of Services to Guests, and the division of the costs of constructing and maintaining such Navigation Centers among the Parties allows for costs efficiencies and significant savings to each Party and that each Party has entered into this Agreement in reliance on such shared costs and resulting savings. Each Party, to provide assurance of such cost efficiencies to each remaining Party, hereby expresses its commitment to fulfill its stated obligations regardless of the term of the Agreement overlapping more than one fiscal year, and acknowledges the financial burden that any breach of the terms of this Agreement will have on all other Parties.

14. Grant Funding. The Parties are encouraged to pursue local, state, federal, and other grant opportunities and funding sources in furtherance of the Program, the Navigation Shelters, or towards a Party's financial contributions under this Agreement. To the extent possible, the Parties agree to work together cooperatively and in good faith in pursuit of funding opportunities.

7.6. Program Property. The Program Treasurer shall track and keep an accurate list of all Program Property valued at more than Five Hundred Dollars ($500) that is acquired with funds contributed by the Parties, including a record of which Party is in custody of such Program Property. Regardless of whether a Party holds legal title to any such Program Property, it shall be managed and utilized by the Party in custody and control of the same exclusively for purposes consistent with this Agreement, and/or the terms and conditions of the HEAP Funding Agreement entered into by a Host City, as applicable.

7.7. Disposition of Program Property. In the event any Party is in possession of any item of Program Property that is not needed or currently being utilized for purposes consistent with this Agreement, the Party in possession shall, within a reasonable time of discovering the same: (1) provide written notice to the Parties; and (2) direct the transfer the Program Property to another Party for use in the Program, as approved by Party Representatives. In the event the transfer of Program Property is unnecessary or infeasible, the Program Property shall be sold at fair-market value within a reasonable period of time, and the proceeds immediately transferred to the Program Treasurer for deposit into Program Accounts, or for reimbursement or reduction of Party Shares, as may be directed by Party Representatives. To the extent state, federal, or grant restrictions direct or allow the disposition or sale of Program Property acquired with any such funding source, including but not limited to the terms and conditions of the HEAP Funding Agreement entered into by a Host City, the same shall govern and prevail over the terms of this Section.

7.8. Annual Audit. The Program Treasurer shall cause an independent financial audit of the Program Accounts to be completed for each tax year (January – December) during the Term, and the report shall be presented to the Parties at the Annual Meeting ("Financial Audit"). The Financial Audit shall comply with Generally Accepted Government Audit Standards, and shall be distributed to all Parties upon completion. The Program Treasurer shall be the "contracting party" for purposes of any third-party contract with an independent auditor.

8. DISPUTES, DEFAULTS, AND REMEDIES

8.1. General Disputes. Should the Parties be unable to reach a mutual agreement as to any matter necessary to effectively administer and operate the Program, such as the amount of any Party Share, as an alternative to terminating this Agreement or pursuing an alternative remedy, the Parties may mutually agree to refer the dispute to a neutral arbitrator for resolution, in which case the arbitrator's determination shall be binding unless and until this Agreement is otherwise amended by the Parties.

8.2. Defaults.

a) Notice and Time to Cure. The failure by any Party to perform any of its obligations set forth in this Agreement shall constitute a default. Except as required to protect against further damages, the non-defaulting Parties may not institute legal proceedings against the Party in default until the non-defaulting Parties have provided the defaulting Party notice of the default and the cure period has expired: The cure period for any default shall be thirty (30) days after the defaulting Party's receipt of written notice from the non-defaulting Parties that such obligation was not performed. In the case of a default which cannot be cured within the cure

periods set forth in this section, the defaulting Party shall commence efforts to cure within such time periods, and shall diligently thereafter pursue to cure the default to completion within a reasonable period of time.

b) Cooperative Resolution. During the cure period set forth in paragraph (a), and prior to pursing any remedies described in this Section, the Parties will attempt, in good faith, to find a mutually agreeable resolution through communicating with each other and attempting to resolve any substantive problems arising under this Agreement, including challenges arising from funding difficulties, and/or any difficulty with effectively implementing the responsibilities detailed in this Agreement. Communication and attempts to resolve such problems and difficulties prior to pursing remedies under this Agreement include, but are not limited to, meeting together, amending this Agreement, and/or seeking the assistance of a jointly agreed upon mediator.

c) Remedies. Upon the occurrence of any default, and following written notice and expiration of the time to cure, the non-defaulting Parties may, at their option: declare this Agreement null and void with respect to the defaulting Party, in which case the defaulting party shall not be entitled to the benefits and privileges of this Agreement or the Program; or pursue damages or specific performance or other legal and equitable remedies the injured Parties may have against the non-defaulting Party in accordance with applicable law. Nothing herein shall be construed as the non-defaulting Parties' exclusive remedy for the remediation of default by a Party, and the non-defaulting Parties reserve the right to pursue any and all available rights and remedies at law or in equity.

d) Non-refund of Contributions. The payments made by all Parties pursuant to this Agreement shall be used for the Program in the manner described herein, and all Parties acknowledge and agree that the development, administration, and operation of the Program, including development of the New Centers, provides an immediate benefit to each Party and that no payments made pursuant to this Agreement shall be refunded for any reason other than as specifically authorized herein.

9. INDEMNITY AND INSURANCE

9.1. Indemnity / Hold Harmless. Each Party shall hold harmless, indemnify, and defend the other Parties, and each of them individually and jointly, and their respective officers, employees, and agents, from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of a Party's failure to fulfill any payment obligations of such Party arising pursuant to the performance or nonperformance of the Party's covenants and obligations under this Agreement, and which result from the actively negligent or wrongful acts of the Party, or its officers, employees, or agents. This provision requiring a Party to hold harmless, indemnify, and defend the other Parties shall expressly not apply to claims, losses, liabilities, or damages arising from actions or omissions, negligent or otherwise, of any independent contractor providing services pursuant to a contract with any other Party. In the event of concurrent negligence of the Parties or any other Party, its respective officers, or employees, and a Party, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms,

conditions, covenants or responsibilities of this Agreement shall be apportioned in any dispute or litigation according to the California theory of comparative negligence.

9.2. Insurance. Each Host City, and all Center Operators, shall obtain and maintain in full force and effect throughout the term of this Agreement, or the term of the Center Operator's contract, as applicable, insurance of the types and in the amounts directed by the Party Representatives. Costs incurred by Host Cities in procuring or maintaining such insurance shall be a Program Cost.

10. MISCELLANEOUS

10.1. Approval by Party Representatives; Host City Authority. Any term or provision of this Agreement that calls for the direction, approval, or consent of the Party Representatives, shall mean and refer to the direction, approval, or consent of at least two-thirds (2/3) of the Party Representatives; provided that, notwithstanding anything contrary in this Agreement, Host Cities shall have discretion to approve or disprove any such action that: directly relates to the operation, management, capacity, construction, location, design, or scale of a Navigation Center located in the Host City's jurisdiction; results in the addition of a New Party to this Agreement; or any other action that, in Host City's reasonable discretion, will have a reasonably foreseeable negative material impact on residents, business, or public facilities in the area surrounding the New Center, materially increase the intensity of New Center use or capacity, or materially increase burdens on public services provided to said area.. Except as specifically provided herein, all actions reasonably necessary to effectuate the purpose of this Agreement and the Program may be performed by the Party Representatives except as may otherwise be prohibited by state or federal law.

10.2. Notice. Any notices provided to any Party in connection with this Agreement shall directed to the Party Representative of each of the Parties set forth in Exhibit "H".

10.3. Parties as Independent Contractors. Each Party is, and at all times shall be deemed to be, an independent contractor of the other Parties. Nothing herein is intended or shall be construed as creating the relationship of employer and employee, or principal and agent, between any Party, or any Party's agents or employees. Each Party shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of the Program pursuant to this Agreement. Each Party, and its agents and employees, shall not be considered to be employees of any other Party.

10.4. Governing Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction, located in Orange County, California, and the Parties agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

10.5. Amendments / Entire Agreement. Amendments to this Agreement must be in

writing and approved by the governing body of each Party. This Agreement, and the various Exhibits referenced herein which are incorporated fully by this reference, is the entire agreement among the Parties with respect to the subject matter hereof, and it supersedes any prior written or oral agreements with respect to the subject matter.

10.6. Severability. If any section, subsection, paragraph, term, or provision of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, such section, subsection, paragraph, term, or provision, to the extent the same is valid and enforceable, and all other remaining provisions hereof, shall remain in full force and effect, to the fullest extent possible, and shall in no way be affected, impaired or invalidated thereby to the extent such are not rendered impractical to perform taking into consideration the purposes of this Agreement.

10.7. Attorneys' Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable costs, expenses, and attorneys' fees incurred in such action or proceeding.

10.8. Interpretation. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that is has not been influenced to any extent whatsoever in executing this Agreement by the other Parties, or by any person representing the other Parties, or both. Accordingly, any rule or law (including Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement.

10.9. Non-Waiver of Rights and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

10.10. Authority. The Parties represent and warrant that this Agreement has been duly authorized by their respective governing boards, and executed by a duly authorized representative thereof, and constitutes the legally binding obligation of their respective Party, enforceable in accordance with its terms.

10.11. Assignment. Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of all other Parties, and any such assignment without consent shall be null and void.

10.12. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when the Parties have signed this Agreement, shall be deemed to be an original,

and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be executed by each of their duly authorized officers as follows:

[SIGNATURE PAGE(S) TO FOLLOW]

CITY OF Brea

By: _____ Date 6-10-19

William Gallardo
Name

City Manager
Title

ATTEST:

_____ FOR
City Clerk Lillian Harris-Neal

NOTICE TO CITY TO BE GIVEN TO:

City Manager: William Gallardo

City of: Brea

Street Address: 1 civic center circle

Brea, CA 92821

Phone: 714-990-7711

Fax: 714-990-2258

APPROVED AS TO FORM:

_____
City Attorney

SIGNED IN COUNTERPART

CITY OF Buena Park

By: _____

6/18/19
Date

James B. Vanderpool
Name

City Manager
Title

ATTEST:

_____
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: James B. Vanderpool

City of: Buena Park

Street Address: 6650 Beach Blvd.

Buena Park, CA 90621

Phone: (714) 562-3550

Fax: (714) 562-3559

APPROVED AS TO FORM:

_____
City Attorney

SIGNED IN COUNTERPART

CITY OF Cypress

By: _____

Peter Brant
Name

City Manager
Title

July 24 2019
Date

ATTEST

_____
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: _____

City of: Cypress

Street Address: 5275 Orange Ave, CA 90630

Phone: 714 229 6680

Fax: _____

APPROVED AS TO FORM:

_____
City Attorney

SIGNED IN COUNTERPART

CITY OF Fullerton

By: _____ 6-19-19
Date

Kenneth A. Domer
Name

City Manager
Title

ATTEST:

_____
for City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Ken Domer

City of: Fullerton

Street Address: 303 W. Commonwealth Ave.

Fullerton, CA 92832

Phone: 714.738.6310

Fax: ———

APPROVED AS TO FORM:

_____
City Attorney

SIGNED IN COUNTERPART

CITY OF LA HABRA

By: _____

James Gomez
Name

Mayor
Title

July 16, 2019
Date

ATTEST:

_____
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Jim Sadro

City of: La Habra

Street Address: 110 E. La Habra Boulevard

La Habra, CA 90631

Phone: (562) 383-4010

Fax: (562) 383-4474

APPROVED AS TO FORM:

_____
City Attorney

SIGNED IN COUNTERPART

IN WITNESS WHEREOF, the City has executed this Agreement in the City of La Palma, Orange County, California.

CITY OF LA PALMA

Marshall Goodman
Mayor

ATTEST:

Kimberly Kenney, CMC
Deputy City Clerk

APPROVED AS TO FORM:

Emily Webb
City Attorney

CITY OF LOS ALAMITOS

By: _____ 7-25-19
Date

Bret M. Plumlee
Name

City Manager
Title

ATTEST:

_____
Windmera Quintanar, MMC, City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Bret M. Plumlee

City of: Los Alamitos

Street Address: 3191 Katella Ave.

Los Alamitos, CA 90720

Phone: (562) 431-3538 x 203

Fax: (562) 493-1255

APPROVED AS TO FORM:

_____
Michael S. Daudt, City Attorney

SIGNED IN COUNTERPART

CITY OF Orange

By: Mark A. Murphy

June 20, 2019
Date

Mark A. Murphy
Name

Mayor
Title

ATTEST:

Pamela Coleman
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Rick Otto

City of: Orange

Street Address: 300 E. Chapman Ave.

Orange, CA 92866

Phone: (714) 744-2222

Fax: (714) 744-5523

APPROVED AS TO FORM:

City Attorney

SIGNED IN COUNTERPART

CITY OF PLACENTIA

By: _____

Damien R. Arrula
Name

City Administrator
Title

06/24/19
Date

ATTEST:

_____
Robert S. McKinnell, City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Damien R. Arrula

City of: Placentia

Street Address: 401 E. Chapman, Ave.

Placentia, CA 92870

Phone: 714-993-8171

Fax: 714-961-0283

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

SIGNED IN COUNTERPART

ORIGINAL

CITY OF Stanton

By: _____ Date July 2, 2019

Jarad L. Hildenbrand
Name

City Manager
Title

ATTEST:

_____
City Clerk

CITY OF STANTON INCORPORATED JUNE 4 1956 CALIFORNIA

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Jarad L. Hildenbrand

City of: Stanton

Street Address: 7800 Katella Avenue

Stanton, CA 90680

Phone: (714) 890-4277

Fax: (714) 890-1443

APPROVED AS TO FORM:

_____
City Attorney

SIGNED IN COUNTERPART

City of Stanton Original

CITY OF Villa Park

By: Vince Rossini

Date 6/14/2019

Vince Rossini
Name

Mayor
Title

ATTEST:

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: Steve Franks

City of: Villa Park

Street Address: 17855 Santiago Blvd

Villa Park, CA 92861

Phone: (714) 998-1500

Fax: (714) 998-1508

APPROVED AS TO FORM:

City Attorney

SIGNED IN COUNTERPART

CITY OF Yorba Linda

By: _____ 7-15-19
Date

Mark Pulone
Name

City Manager
Title

ATTEST:

Marcia Brown
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager: _____

City of: _____

Street Address: _____

_____, CA _____

Phone: _____

Fax: _____

APPROVED AS TO FORM:

_____
City Attorney

SIGNED IN COUNTERPART

Exhibit A

Program Area

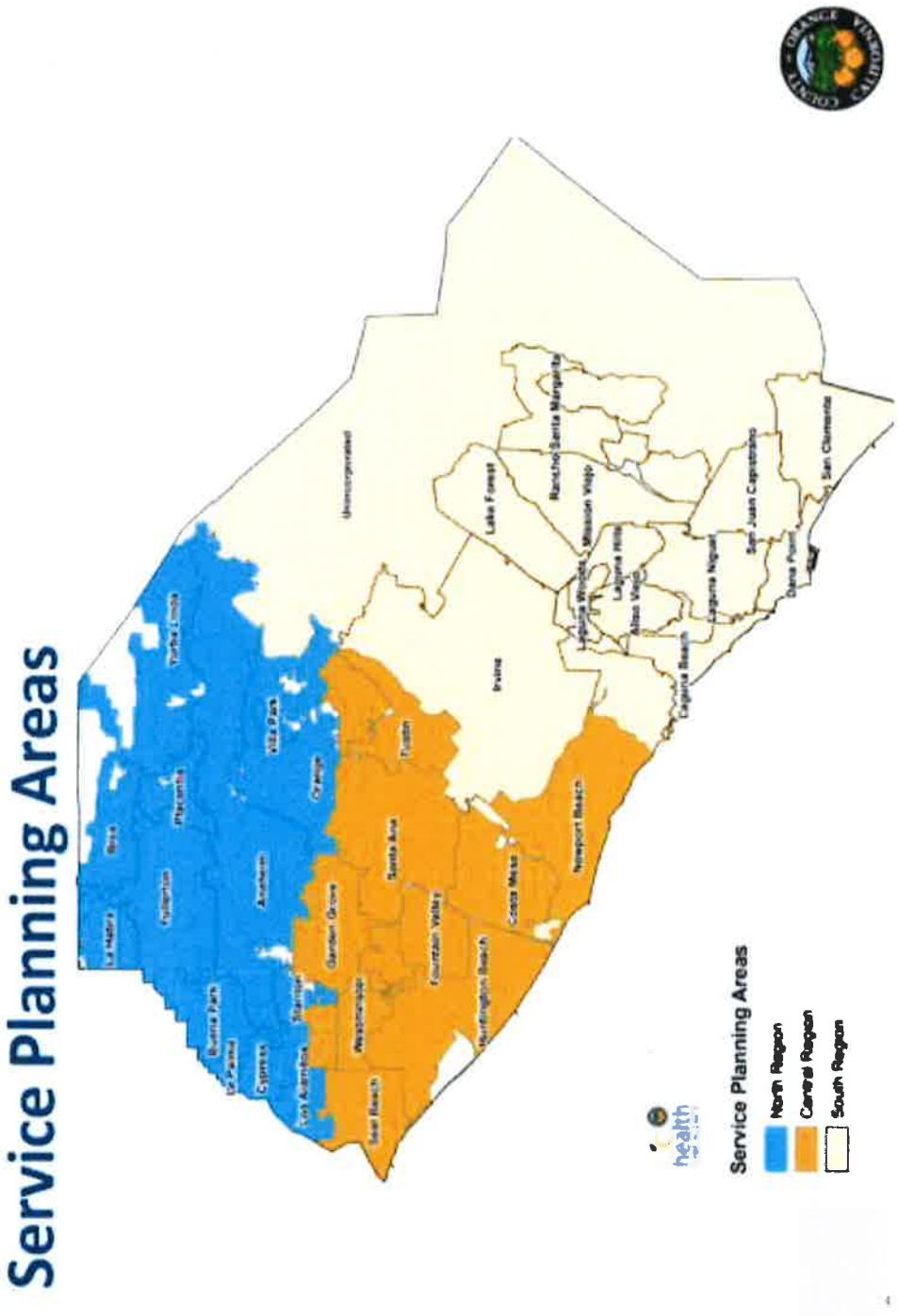


Exhibit B

Navigation Centers and Guest Capacity

Navigation Centers			
City	**Current Centers' Capacity**	**New Centers' Capacity**	**Total Guest Capacity**
Brea	0	0	0
*Buena Park	20	150	170
Cypress	0	0	0
Fullerton	359	0	359
La Habra	99	0	99
La Palma	0	0	0
Los Alamitos	36	0	36
Orange	154	0	154
*Placentia	70	100	170
Stanton	153	0	153
Yorba Linda	0	0	0
Villa Park	0	0	0
Navigation Center Total	**891**	**250**	**1,141**

*** Designation of "Host Cities" for New Centers**
**** Data from Anaheim Spreadsheet of May 30, 2018**

Exhibit C

Program Costs and Budget

(1) New Center - Construction and Acquisition Program Costs (Estimate)		
New Center	**Total Costs**	**Ave. Costs Per Bed**
Buena Park	$7,515,070	$50,100.47
Placentia	$6,800,000	$68,000.00
Total	**$14,315,070**	**$57,260.00**

(2) New Center Ongoing Operations and N-SPA Administrative Program Costs (Annual Estimate – Year 1)		
Navigation Center	**Total Costs**	**Ave. Costs Per Bed**
Buena Park	$2,400,000	$16,000.00
Placentia	$1,600,000	$16,000.00
N-SPA Administration Costs	$125,000	$555.56
Total	**$4,125,000**	**$16,500.00**
Operations based on Buena Park Estimates; Construction based on individual Host City Estimates; Administration includes Insurance, Audit, and Accounting Costs.		

Exhibit D

Funding Sources and Party Shares

(1) Funding Sources for New Center Construction and Acquisition Program Costs		
Funding Source	**Funding Amount (est.)**	**Percent of Total**
HEAP* Funding Awarded to Buena Park	$6,412,300	44.79%
HEAP* Funding Awarded to Placentia	$5,650,000	39.47%
SB 2** Funding to City Parties	$1,057,272	7.39%
City Program Costs	$1,195,498	8.35%
Total	**$ 14,315,070**	**100%**

(2) Funding Sources for New Center Ongoing Operations Program Costs (Annual Estimate – Year 1)		
Funding Source	**Funding Amount (est.)**	**Percent of Total**
**SB 2 Funding to City Parties	$1,573,214	38.14%
County Commitment	$1,250,000	30.3%
City Program Costs	$1,301,786	31.65%
Total	**$4,125,000**	**100%**

(3) Party Shares of City Program Costs – Construction and Acquisition of New Centers		
City	**Funding Amount (est.)**	**Percentage of City Program Costs**
Brea	$60,668	5.07%
Buena Park	$150,006	12.55%
Cypress	$61,278	5.13%
Fullerton	$306,226	25.61 %
La Habra	$89,585	7.49%
La Palma	$23,652	1.98%
Los Alamitos	$18,595	1.56%
Orange	$252,396	21.11%
Placentia	$87,770	7.34%
Stanton	$72,732	6.08%
Yorba Linda	$67,086	5.61%
Villa Park	$5,505	0.46%
Total	**$1,195,498**	**100%**

(4) Party Shares of City Program Costs – Ongoing Operations of New Centers (Year 1)		
City	**Funding Amount**	**Percentage of City Program Costs**
Brea	$77,005	5.92%
Buena Park	$44,383	3.41%
Cypress	$79,179	6.08%
Fullerton	$391,480	30.07%
La Habra	$119,255	9.16%
La Palma	$29,652	2.28%
Los Alamitos	$25,357	1.95%
Orange	$319,502	24.54%
Placentia	$20,195	1.55%
Stanton	$98,319	7.55%
Yorba Linda	$89,983	6.91%
Villa Park	$7,476	0.57 %
Total	**$1,301,786**	**100%**

* **HEAP Detail:** Total HEAP award to Program is $12,062,300, which is comprised of $6,500,000 commitment from the County of Orange from its HEAP Funding allocation, and $5,562,300 in HEAP funds awarded to the North SPA.		
** **Estimated SB 2 Funding Allocation to City Parties**		
City	**Construction Cost SB 2 Share – Large Cities**	**Operations Cost SB 2 Share (50% of Large City, 100% of Small City**
Buena Park	$164,351	$153,436
Fullerton	$306,432	$286,081
La Habra	$173,086	$161,590
Orange	$270,392	$252,434
Placentia	$95,597	$89,248
Yorba Linda	$47,417	$44,268
Cypress	X	$174,077
Brea	X	$150,741
Stanton	X	$140,726
La Palma	X	$56,693
Los Alamitos	X	$42,374
Villa Park	X	$21,551
Total	**$1,057,274**	**$1,573,217**

Exhibit E

Cost Allocation Plan

Current and Proposed Beds and Proposed Share Formulas

City	Current Beds	Proposed Beds	Total Beds	City % Current & Proposed Beds
Brea	0	0	0	0.00%
Buena Park	20	150	170	14.90%
Cypress	0	0	0	0.00%
Fullerton	359	0	359	31.46%
La Habra	99	0	99	8.68%
La Palma	0	0	0	0.00%
Los Alamitos	36	0	36	3.16%
Orange	154	0	154	13.50%
Placentia	70	100	170	14.90%
Stanton	153	0	153	13.41%
Yorba Linda	0	0	0	0.00%
Villa Park	0	0	0	0.00%
TOTAL	**891**	**250**	**1141**	

Proposed and Current Beds
No Current or Proposed Beds
Current Beds

* Data from Anaheim Spreadsheet of May 30, 2018

Construction and Acquisition Proposed Share Formula Based On:

50% of Percent of Total Region Population
50% of Percent of Region Homeless Population
5.46% Credit/Surcharge
(Based on Percent of Total Beds minus Percent of Total Region Population)

Ongoing Operations Proposed Share Formula Based On:

50% of Percent of Total Region Population
50% of Percent of Region Homeless Population
20% Credit/Surcharge to/from 2 Host Cities

(Based on 71 Percent of ancillary expenses to be incurred by the 2 host cities, which equals 19.5% of total Regional Operations Costs allocated by percent of regional population)
($2560 per bed for ancillary expenses such as policing, street sweeping, public works)
Operations Costs for Host Cities will be trued up at end of fiscal year for actual ancillary costs

Final Construction/Acquisition & Operations Proposed Share %'s

Proposed Share Formula = % of Population and % of Homeless plus or minus surcharge

City	% Population	% Unsheltered Homeless	50/50 Formula	Construction & Acquisition (Credit)/ Surcharge %	Operations (Credit)/ Surcharge %	Final Construction & Acquisition Share %	Final Operations Share %
Brea	6.13%	3.35%	4.74%	0.3348%	1.1754%	5.07%	5.92%
Buena Park	11.77%	13.67%	12.72%	-0.1709%	-9.3091%	12.55%	3.41%
Cypress	6.98%	2.51%	4.74%	0.3810%	1.3377%	5.13%	6.08%
Fullerton	19.99%	32.50%	26.24%	-0.6266%	3.8309%	25.61%	30.07%
La Habra	8.71%	6.28%	7.49%	0.0017%	1.6690%	7.49%	9.16%
La Palma	2.18%	1.53%	1.86%	0.1193%	0.4187%	1.98%	2.28%
Los Alamitos	1.61%	1.67%	1.64%	-0.0846%	0.3079%	1.56%	1.95%
Orange	19.66%	21.90%	20.78%	0.3362%	3.7674%	21.11%	24.54%
Placentia	7.29%	8.23%	7.76%	-0.4157%	-6.2061%	7.34%	1.55%
Stanton	5.37%	7.67%	6.52%	-0.4387%	1.0301%	6.08%	7.55%
Yorba Linda	9.49%	0.70%	5.09%	0.5181%	1.8189%	5.61%	6.91%
Villa Park	0.83%	0.00%	0.42%	0.0453%	0.1591%	0.46%	0.57%

Proposed Beds
No Current or Proposed Beds
Current Beds

* 5.46% Credit/Surcharge for Construction & Acquisition is based on % of Total Beds minus % of Total Region Population with the credit being calculated for for those cities with more % of beds than % of population. The surcharge is then allocated to cities with fewer % of beds than % of population. Based on the current cost estimates the credit equals 5.46% of construction and acquisition costs ($781,712).

*Credit/Surcharge for Operations is based on 71% of estimated ancillary expenses to be incurred by 2 Host Cities and then allocated to the nonhost cities by percent of remaining regional population. Based on the current cost estimates the credit equals 16% of operational costs ($640000).

Exhibit F

Operating Plan Considerations

In addition to other matters directed by Party Representatives, Operating Plans should address or include the following:

A. General policies and procedures that promote utmost safety for Guests, staff, volunteers, and the community, and New Centers should strive to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate.

B. Security measures including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, lighting, law enforcement patrols, and neighborhood safety and patrols.

C. Fire, earthquake, and disaster safety, including but not limited to evacuation plans fire prevention procedures, fire drills and documentation, fire inspections and extinguishers.

D. Guest access, including but not limited to hours of operation, controlled access, transportation of Guests to and from Navigation Centers from jurisdiction of residence, overflow management, screening procedures and criteria, identification requirements and procedures, storage of Guest property, and animal polices.

E. Guest rules of conduct and guidelines, including anti-loitering polices, the use of controlled and over the counter substances, possession of weapons or drug paraphernalia, and dispute resolution procedures.

F. Access and referral of Guests to emergency and medical care, including both on site of New Centers and coordination with local EMT providers and medical facilities.

G. Coordination with transitional housing providers to locate transitional housing vacancies for Guests, and connect Guests to local service providers, with a goal of increasing the Navigation Center turnover rate as Guests are successfully matched to alternate housing opportunities.

H. Health policies designed for safety of staff and Guests, including procedures for the handling and disposal of hazardous materials, precautions in handling of laundry and cleaning, and general self–health care, wearing appropriate protective garments (i.e. gloves), use of disinfecting cleaning products, and hand-washing procedures.

I. Disease prevention protocols for prevention and treatment of diseases and conditions such as seizures, diabetic episodes, mental health episodes, lice, bed bugs, influenza, and other communicable and contagious diseases.

J. Compliance with all local, state, and federal laws, regulations, and policies, including but not limited to labor laws, non-discrimination laws and polies, the Americans with Disabilities Act, gender-specific programming policies, religious freedom, and sexual harassment.

K. Requirements for the safety of children and vulnerable adults among the Guest population, including staff trained in sex offender policies, child abuse, and vulnerable adult abuse and screening for sex offenses through the National Megan's Law database.

Exhibit G

Program Accounts

A. Capital Improvement Fund. Monies in the CPI Fund shall be used solely and exclusively for purposes of financing costs associated with the expansion, modification, improvement, retrofitting, construction, and/or development of the New Centers, including any pre or post-construction work associated with the foregoing.

B. Maintenance and Repair Fund. Monies in the M&R Fund shall be used solely and exclusively for purposes of financing costs associated with the regular and routine maintenance, repair, or replacement of capital improvements associated with the New Centers.

C. Operating Fund. Monies in the Operating Fund shall be used solely and exclusively for purposes of financing costs associated with the day-to-day on-site management and operation of the New Centers, including such expenses as insurance, personnel, consumables, disposables, refuse disposal, utility costs, professional services providers, etc.

Exhibit H

Notices and Designation of Party Representatives

City	Party Representative(s)
Brea	William Gallardo, City Manager Address: 1 Civic Center Circle, Brea, 92821 Email: billga@ci.brea.ca.us Tel.: 714-990-7711
Buena Park	James B. Vanderpool, City Manager Address: 6650 Beach Blvd., Buena Park, 90621 Email: jvanderpool@buenapark.com Tel.: 714-562-3550 With copy to: Christopher Cardinale, City Attorney 13181 Crossroads Pkwy North – Suite 400 City of Industry, CA 91740 Email: ccardinale@agclawfirm.com Tel.: (562)699-5500
Cypress	Peter Grant, City Manager Address: 5275 Orange Ave., Cypress, 90630 Email: pgrant@cypressca.org Tel.: 714-229-6680
Fullerton	Ken Domer, City Manager Address: 303 W. Commonwealth Ave., Fullerton, 92832 Email: kdomer@cityoffullerton.com Tel.: 714-738-6310
La Habra	Jim Sadro, City Manager Address: 110 E. La Habra Blvd., La Habra, 90631 Email: jsadro@lahabraca.gov Tel.: 562-383-4010
La Palma	Laurie Murray, City Manager Address: 7822 Walker St., La Palma, 90623 Email: lauriem@cityoflapalma.org Tel.: 714-690-3334
Los Alamitos	Les Johnson, Interim City Manager Address: 3191 Katella Ave., Los Alamitos, 90720 Email: ljohnson@cityoflosalamitos.org Tel.: 562-431-3538 x. 203
Orange	Rick Otto, City Manager Address: 300 E. Chapman Ave., Orang, 92866 Email: rotto@cityoforange.org Tel.: 714-744-2222

Placentia	Damien R. Arrula, City Administrator Address: 401 E. Chapman Ave., Placentia, 92870 Email: darrula@placentia.org Tel.: 714-993-8171
Stanton	Jarad L. Hildenbrand, City Manager Address: 7800 Katella Ave., Stanton, 90680 Email: jhildenbrand@ci.stanton.ca.us Tel.: 714-890-4277
Villa Park	Steve Franks, City Manager Address: 17855 Santiago Blvd., Villa Park, 92861 Email: sfranks@villapark.org Tel.: 714-998-1500
Yorba Linda	Mark Pulone, City Manager Address: 4845 Casa Loma Ave., Yorba Linda, 92886 Email: mpulone@yorba-linda.org Tel.: 714-961-7110

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: OCTOBER 15, 2019

SUBJECT: **ACCEPT RESIGNATIONS AND MAKE APPOINTMENTS TO FILL VACANCIES ON VARIOUS CITY COMMISSIONS AND COMMITTEES**

FISCAL IMPACT: NONE

SUMMARY:

Currently there are vacancies on eight (8) of the City's nine (9) Commissions and Committees. The City has been advertising said vacancies over the past few months and to date, the City has received a total of fifteen (15) applications. During this time, the City has also received notice of resignation from five (5) Commissioners and Committee Members. To ensure that these advisory bodies are able to operate effectively and with a full complement of members, Staff recommends City Council take the following actions listed below.

RECOMMENDATION:

It is recommended that the City Council consider the following actions:

1. Accept the resignations listed below:

    a. Janice Lacher, the Heritage Committee since August 20, 2013
    b. Vic Tomazic, Planning Commission since September 16, 2008
    c. Heather Francine, Planning Commission since January 20, 2015
    d. James Schenck, Planning Commission since August 20, 2013
    e. David Johnson, Veterans Advisory Committee since November 15, 2011; and

2. Make the necessary appointments to fill the vacancies listed below:

    a. One (1) vacancy on the Financial Audit Oversight Committee
    b. Three (3) vacancies on the Heritage Committee
    c. One (1) vacancy on the Historical Committee
    d. Five (5) vacancies on the *"new"* Park Arts & Recreation Commission (PARC)
    e. Three (3) vacancies on the Planning Commission
    f. Three (3) vacancies on the Senior Advisory Committee
    g. Five (5) vacancies on the Streetscape & Transportation Advisory Commission
    h. Four (4) vacancies on the Veterans Advisory Committee; and

3. Direct Staff to update the City's master Commission and Committee vacancy list and continue the Commission and Committee Application/Recruitment process for any remaining vacancies and present to City Council at a future meeting for consideration of appointments.

DISCUSSION:

In December 2018 City Council directed Staff to conduct a comprehensive review of the City's eleven (11) Commissions and Committees to evaluate their purpose, membership, and meeting schedule. City Staff met with the Commissions and Committees Ad-Hoc Committee composed of Councilmembers Wanke and Yamaguchi to discuss the current Commissions and Committees structure, City Staff time required to serve as liaisons to multiple Commissions and Committees, and the lack of quorum and/or applicants to fill vacancies. On October 1, 2019 City Council took action to make revisions to the Commissions and Committees structure. Attached is a summary of applicants for consideration of appointment to the current vacancies.

Prepared by:

Karen O'Leary
Deputy City Clerk

Reviewed and approved:

Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Commission and Committee Vacancy/Applicant List
2. Janice Lacher's Letter of Resignation
3. Vic Tomazic's Letter of Resignation
4. Heather Francine's Letter of Resignation
5. James Schenck's Letter of Resignation
6. David Johnson Verbal Resignation

COMMISSION AND COMMITTEE
VACANCY/APPLICANT LIST
As of 10-15-19

Financial Audit Oversight Committee
5 Members
Vacancy: One (1) Three-Year Term

New Applicant
None

Heritage Committee
7 Members (May Reduce to 5 Members)
Vacancies: Three (3) Non- Expiring Terms

New Applicants
Robert Nixon
Meredith Castillo - 2nd choice

Historical Committee
9 Members
Vacancy: One (1) Non- Expiring Terms

New Applicant
Lisa Quental

PARC (Parks Arts & Recreation Commission) - ***NEW***
5 Members
Vacancies: Five (5) Four-Year Terms

Cultural Arts Incumbent Applicant
Beverly Womack

Recreation & Parks Incumbent Applicant
Russell Narahara

New Applicants
Johnny McBride - PARC
Matthew Rocke - PARC (Willing to accept more than one appointment)
Tracey Ream - Rec & Parks 3rd choice

(Individuals previously serving on the Cultural Arts Commission and the Recreation and Parks Commission are not requesting to serve on the newly formed PARC.)

Planning Commission

7 Members
Vacancies: Three (3) Four-Year Terms

New Applicants
Matthew Rocke - 1st Choice (Willing to accept more than one appointment)
Tracey Ream - 2nd Choice
Meredith Castillo - 3rd Choice
Nicholas Polichetti - 1st Choice

Senior Advisory Committee

7 Members
Vacancies: Three (3) Non-Expiring Terms

New Applicants
Johnnie Broadfoot
Robert Dewey
Maryam Zeineddine
Kathy Barocsi

Streetscape & Transportation Advisory Committee - *NEW*

5 Members
Vacancies: Five (5) Four-Year Terms Expiring

Traffic Safety Incumbent Applicant
Arinder Chadha

New Applicants
Meredith Castillo -1st Choice
Matthew Rocke - 3rd Choice
Nicholas Polichetti - 2nd Choice

(Individuals previously serving on the Traffic Safety Commission are not requesting to serve on the newly formed PARC.)

Veterans Advisory Committee

11 Members (May Reduce to 9 Members)
Vacancies: Three (3) Non-Expiring Terms

New Applicant
Pat Alvarez

Planning Commission

7 Members
Vacancies: Three (3) Four-Year Terms

New Applicants
Matthew Rocke - 1st Choice (Willing to accept more than one appointment)
Tracey Ream - 2nd Choice
Meredith Castillo - 3rd Choice
Nicholas Polichetti - 1st Choice

Senior Advisory Committee

7 Members
Vacancies: Three (3) Non-Expiring Terms

New Applicants
Johnnie Broadfoot
Robert Dewey
Maryam Zeineddine
Kathy Barocsi

Streetscape & Transportation Advisory Commission - *NEW*

5 Members
Vacancies: Five (5) Four-Year Terms Expiring

Traffic Safety Incumbent Applicant
Arinder Chadha

New Applicants
Meredith Castillo -1st Choice
Matthew Rocke - 3rd Choice
Nicholas Polichetti - 2nd Choice

(Individuals previously serving on the Traffic Safety Commission are not requesting to serve on the newly formed PARC.)

Veterans Advisory Committee

11 Members (May Reduce to 9 Members)
Vacancies: Three (3) Non-Expiring Terms

New Applicant
Pat Alvarez

DT: October 2, 2019

TO: City of Placentia, City Council and Staff

Heritage Festival Committee

FR: Janice Lacher, Committee member

RE: Resignation from the City of Placentia Heritage Festival Committee

Good afternoon all,

It is my desire to inform you I will not continue with my participation with the Heritage Festival Committee, therefore I will be resigning at the close of this year's event as of October 13, 2019.

As a volunteer and as a Placentia citizen, it has been a great honor and fulfilling experience to participate in such a great event. I have enjoyed working with this dynamic group of individuals adding their talents and "know-how."

Thank you for your support and guidance throughout my tenure with the Heritage Festival Committee.

Respectfully,

Janice Lacher

ATTACHMENT 2

Memo to: Rosanna Ramirez (Dept. City Clerk)

From: Vic Tomazic 10/4/19 

Please accept this memo as my resignation as a member of Placentia's Planning Commission. I have a wife that needs constant watch because of her Parkinson's disease. I can't afford to be away to attend Commission meetings.

I thank the people that allowed me to be a part of the Commission for the past several years.

cc: Craig Green, Joe Lambert

O'Leary, Karen

From: Lambert, Joseph
Sent: Tuesday, October 08, 2019 9:23 AM
To: O'Leary, Karen
Subject: Heather Francine

Planning Commissioner Heather Francine's resignation follows:

---------- Forwarded message ---------
From: **Heather Francine** <heathermfrancine@gmail.com>
Date: Tue, Sep 3, 2019 at 11:32 AM
Subject: Moving...
To: Christine Schaefer (crsnkip@earthlink.net) <crsnkip@earthlink.net>, LAMBERT JOE <JLambert@placentia.org>

Hi Chris and Joe,

I need to let you know that my family and I have sold our home in Placentia and are moving.

After a significant amount of prayer, we determined that it was wise for us to take advantage of the current housing market and sell. The sale will allow us to have all the funds we need to our daughter's college education as well as relieve us of some other financial things.

That being said, I am giving you my official resignation as a Planning Commissioner as we are leaving the City of Placentia.

I have enjoyed serving with you and the others Chris and have appreciated working with you as well as Staff.

All my best,

--
Heather

--
Heather

ATTACHMENT 4

O'Leary, Karen

From: Lambert, Joseph
Sent: Tuesday, October 08, 2019 9:32 AM
To: O'Leary, Karen
Subject: Schenck Planning Commission Resignation Letter to the City Council

Schenck Resignation follows:

From: James Schenck <jim_schenck@hotmail.com>
Sent: Tuesday, February 12, 2019 5:34 PM
To: Christine Schaefer <crsnkip@earthlink.net>; Lambert, Joseph <jlambert@placentia.org>
Subject: Building Commission Resignation Letter to the City Council

Below is a copy of what was sent and addressed to each, individual Councilman/woman.

Dear Councilman / women:

Thank you for allowing me to serve on the Building Commission.

I had several hopes while serving the City and the City Council.

- Be as complete as I could in contributing to resolutions of any concerns of the residents, businesses and council as they came in front of the Commission.
- Assist the council by raising concerns before any matter brought before the Building Commission reached the council.
- Provide a bit of energy to feed the idea of looking for multiple solutions to issues and then find the one that provided the best fit vs relying on the first or only one response.

Unfortunately, due to medical reasons (which have been successfully addressed) and more recently family and business responsibilities that take me out of town too often to be at the meetings, there doesn't seem to be a solution such as teleconferencing that will allow me to continue as a member of the Building Commission.

If there is no other resolution, please accept my resignation.

Sincerely,

James Schenck

CC: R. Shader, W. Smith, C. Green, C. P. Wanke, C. Schaefer, J. Lambert

ATTACHMENT 5

O'Leary, Karen

Subject: FW: Veterans Advisory Committee Resignation?

From: Krizo, Denise
Sent: Thursday, October 10, 2019 8:34 AM
To: O'Leary, Karen <koleary@placentia.org>
Subject: RE: Veterans Advisory Committee Resignation?

David Johnson has served on the Veterans Advisory Board since November 15, 2011. Pursuant to his verbal communication with Denise Krizo, his resignation was effective on April 1, 2019 due to health issues.

Denise Krizo | Sr. Administrative Assistant to the Chief
Placentia Police Department | 401 E. Chapman Ave., Placentia, CA 92870
Direct (714) 993-8211 | Fax (714) 524-3459 | Email dkrizo@placentia.org

PLACENTIA
POLICE DEPARTMENT

CONFIDENTIALITY NOTICE

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ATTACHMENT 6