City of BUENA PARK Center of the Southland

MAYOR SUSAN SONNE
VICE MAYOR JOYCE AHN
COUNCIL MEMBER ARTHUR C. BROWN
COUNCIL MEMBER CONNOR TRAUT

Tuesday, June 25, 2024, 5:00 PM
Council Chamber
6650 Beach Boulevard
Buena Park, CA 90621

BUENA PARK CITY COUNCIL
REGULAR MEETING AGENDA

5:00 p.m.
PUBLIC HEARINGS AT 6:00 P.M.

VIDEO CONFERENCE PARTICIPATION (Zoom)

https://us06web.zoom.us/j/88571918371?pwd=thdiL1fmWzNSXslP6aTBWdlHmtj73p.1
MEETING ID: 885 7191 8371 PASSCODE: 210131

Conference Call: (669) 900-6833

SPECIAL NOTICE REGARDING PUBLIC MEETINGS

On September 13, 2022, Governor Newsom signed Assembly Bill 2449, which permits City Council Members to participate in City Council Meetings via teleconferencing for emergency circumstances or just cause reasons. Videoconferencing allows the City to continue to conduct essential business and comply with Public Health Administration recommendations to protect the public and City employees and limit exposure. Please be advised that some City Council Members may attend this meeting via videoconference. The public has the following options to provide comments during the meeting:

OPTION 1: IN-PERSON

The public may attend this meeting in-person. Those wishing to speak are asked to add your speaker information at the digital kiosk located at the Council Chamber entrance. Comments are limited to no more than three minutes each.

OPTION 2: VIA EMAIL

Members of the public may submit their comments in writing by sending them to the City Clerk's Office at comments@buenapark.com.

OPTION 3: VIRTUALLY (VIA ZOOM)

- ***Zoom Conference Call: (669) 900-6833***

  You may request to speak by dialing *9 from your phone when the designated public comment period, as listed on the agenda, has been opened. After City staff confirms the last three digits of the caller's phone number or Zoom ID and unmutes you, *the caller must press *6*.

  Callers are encouraged, but not required, to identify themselves by name. Each caller has three (3) minutes to speak.

- ***Zoom Virtual Participation***
  https://us06web.zoom.us/j/88571918371?pwd=thdiL1fmWzNSXslP6aTBWdlHmtj73p.1
  MEETING ID: 885 7191 8371 PASSCODE: 210131

Virtually "raise your hand" when the designated public comment period, as listed on the agenda has been opened. Wait to be called on by City staff, unmute your audio, your name and city of residency is requested, but not required. Each participant has three (3) minutes to speak.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's Office at (714) 562-3750. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

All regular meetings of the City Council are available on the City's website at www.buenapark.com and the City's Cable Channel BPTV Channel 3/99. Please contact the City Clerk's Office at (714) 562-3750 for any questions.

1: GENERAL

1A. CALL TO ORDER

1B. ROLL CALL

1C. INVOCATION

— Presented by Reverend Dion Thomas, SonRise Community Christian Church

1D. PLEDGE OF ALLEGIANCE

— Presented by Melissa Dhauw, Senior Management Analyst

1E. CITY MANAGER REPORT

— Aaron France, City Manager

2: PRESENTATIONS

2A. CERTIFICATE OF RECOGNITION PRESENTED TO THE BUENA PARK POLICE DEPARTMENT FOR THE GUN BUYBACK PROGRAM

— Presented by Doug Chaffee, Vice Chairman, Orange County Board of Supervisor, Fourth District

2B. BUENA PARK POLICE DEPARTMENT CITIZENS COMMENDATION AWARDS

— Presented to Scott Brown and Jana Ramirez

3: ORAL COMMUNICATIONS

3A. ORAL COMMUNICATIONS

This is the portion of the meeting set aside to invite public comments regarding any matter within the jurisdiction of the City Council. Public comments are limited to no more than three minutes each. If comments relate to a specific agenda item, those comments will be taken following the staff report for that item and prior to the City Council vote. Those wishing to speak are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber. Those wishing to speak using the videoconferencing feature are asked to raise your hand now by either dialing *9 or the raise hand feature.

4: CONSENT CALENDAR

The items listed under the Council Consent Calendar are considered routine business and will be voted on together by one motion unless a Council Member requests separate action. At this time the City Council or public may ask to speak on any item on the Consent Calendar.

4A. APPROVAL OF MINUTES

— Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of June 11, 2024.

4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

— Recommended Action: Adopt Resolutions approving the Claims and Demands.

4C. TREASURER'S REPORT FOR THE MONTH OF MAY 2024

— Recommended Action: Receive and file the reports.

4D. PROFESSIONAL SERVICES AGREEMENT WITH HUE LUU, P.E. FOR BUILDING PLAN REVIEW AND ENGINEERING SERVICES

— Recommended Action: 1) Approve a Professional Services Agreement with Hue Luu, P.E., to provide professional building plan review and engineering services in the amount of $180,000, for the Fiscal Year 2024-2025; 2) Authorize the City Manager and City Attorney to make any and all necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

4E. AGREEMENT WITH THE BUENA PARK SCHOOL DISTRICT (BPSD) FOR SCHOOL RESOURCE OFFICER SERVICES FOR THE 2024-2025 SCHOOL YEAR

Authorize the Police Department to renew an agreement to provide School Resource Officer (SRO) services at Buena Park Middle School and Beatty Middle School. Associated costs are $232,569. The BPSD will reimburse the City for 75% of these costs, which is equivalent to 180 instructional days, in the amount of $174,426. This leaves $58,143 to be funded by the General Fund (Account No. 11-5059-650402).

— Recommended Acton: 1) Approve an agreement between the City of Buena Park and the Buena Park School District (BPSD) to provide School Resource Officer services at Buena Park Middle School and Beatty Middle School for the 2024-2025 school year; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

4F. AGREEMENT WITH THE FULLERTON JOINT UNION HIGH SCHOOL DISTRICT (FJUHSD) FOR SCHOOL RESOURCE OFFICER SERVICES FOR THE 2024-2025 SCHOOL YEAR

To renew the agreement to provide School Resource Officer service at Buena Park High School. Associated costs are $262,419. The Fullerton Joint Union High School District shall reimburse the City of Buena Park for SRO service for 180 instructional days, or 75% of a police officer’s salary and benefits up to $196,815. This leaves a residual of $65,604 annually to fund a full-time Police Officer. Staff recommends that the remaining $65,604 be paid from the General Fund for this program (11-5059-650402).

— Recommended Action: 1) Approve an agreement with the Fullerton Joint Union High School District (FJUHSD) to provide school resource officer services at Buena Park High School for the 2024-2025 school year; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

4G. RESOLUTION ADOPTING AND APPROVING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25

— Recommended Action: 1) Adopt a resolution approving the annual appropriations limit for Fiscal Year 2024-25.

4H. RESOLUTION AUTHORIZING THE PURCHASE OF DIFFERENCE IN CONDITIONS COVERAGE (I.E. EARTHQUAKE INSURANCE) FOR ESSENTIAL CITY FACILITIES

Adopt a resolution authorizing the Human Resources/Risk Management Department to purchase difference in conditions coverage (i.e. earthquake insurance) for essential City facilities, including Fire Stations Nos. 61, 62, and 63, effective July 1, 2024, for one year. Associated cost in the amount of $355,750 will be funded by the Public Liability Self Insurance Fund.

— Recommended Action: 1) Adopt a resolution authorizing the purchase of difference in conditions coverage (i.e. earthquake insurance) for essential City facilities; 2) Authorize the City Manager to execute any necessary documents to bind coverage; and, 3) Allocate funds in the amount of $355,750 for this purpose.

4I. RESOLUTION TO AMEND THE PAY SCHEDULE FOR TEMPORARY, SEASONAL, AND LIMITED-SERVICE PERSONNEL TO ADD A NEW VIDEO TECHNICIAN POSITION

Direct the Human Resources/Risk Management Department to amend the pay schedule for temporary, seasonal, and limited-service employees to create a new, part-time, Video Technician position and pay range. This proposal will cost approximately $56,000 in pay and benefits each fiscal year. In order to make this proposal cost neutral, staff recommends transferring $56,000 from Professional and Contractual Services to this account. Therefore, there is no budget impact with this item.

— Recommended Action: 1) Adopt a resolution amending the pay schedule for temporary, seasonal, and limited-service personnel to add a new Video Technician position; and 2) Approve a budget transfer in the amount of $56,000 to add part-time salaries to the Community Relations and Education Division budget (Account No. 11-106132-5140).

5: NEW BUSINESS

5A. RESOLUTION APPROVING PLANS, SPECIFICATIONS, APPROVAL OF CONTRACT WITH ALL AMERICAN ASPHALT FOR THE REGIO AVENUE STREET IMPROVEMENT PROJECT, AND ACCEPTANCE OF FUNDS FROM THE CALIFORNIA CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT (CRRSAA) GRANT

— Recommended Action: 1) Adopt a resolution approving the plans and specifications for the Regio Avenue Street Improvement Project; 2) Award a contract to All American Asphalt in the amount of $638,242; 3) Authorize contingency funds in the amount of $65,000 in the same purchase order; 4) Authorize construction engineering in the amount of $45,000; 5) Authorize a purchase order for The Solis Group in the amount of $4,035 for administration of the Community Workforce Agreement (CWA); 6) Authorize contingency funds in the amount of $1,345 for the CWA administration; 7) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; 8) Authorize the City Manager and City Clerk to execute the contract; 9) Accept grant funds in the amount of $239,650 from the California Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) grant; and, 10) Appropriate grant funds in the amount of $239,650 for the project.

5B. APPROVAL AND APPROPRIATION OF REVISIONS TO THE FISCAL YEAR 2024-25 ADOPTED BUDGET

— Recommended Action: 1) Approve and appropriate revisions to the Fiscal Year 2024-25 Adopted Budget.

5C. APPROVE CONTRACT WITH MERCY HOUSE FOR THE OPERATION OF THE BUENA PARK NAVIGATION CENTER

— Recommended Action: 1) Approve a Professional Services Agreement with Mercy House for operating a year-round emergency shelter/multi-service center located at 6490 Caballero Boulevard in the annual amount of $3,649,468.90; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and, 4) Approve a budget appropriation in the amount of $396,490 from the undesignated General Fund balance for this purpose.

5D. OPERATIONAL AGREEMENT WITH THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) FOR THE 2022-2023 CORRECTIONS PLANNING AND GRANT PROGRAMS FUNDING FOR THE NORTH ORANGE COUNTY PUBLIC SAFETY COLLABORATIVE

— Recommended Action: 1) Approve an Operational Agreement with the Board of State and Community Corrections (BSCC) for the 2022-2023 Corrections Planning and Grant Programs funding for the North Orange County Public Safety Collaborative ("Collaborative"); 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to sign the agreement and any necessary documentation related to the grant; 4) Accept funding from the BSCC in the amount of $239,000 for the FY 2024-25 to offset the cost of the North Orange County Public Safety Collaborative Officer position ($100,000) and use the remaining balance ($139,000) to fund homeless outreach opportunities in the city/region; and, 5) Approve a budget appropriation in an amount not-to-exceed $239,000 for this purpose.

5E. REORGANIZATION PLAN FOR THE COMMUNITY SERVICES DEPARTMENT HOMELESS SERVICES DIVISION AND RESOLUTION AMENDING THE BUENA PARK MANAGEMENT UNIT COMPENSATION PLAN ESTABLISHING THE NEW HOMELESS OUTREACH SUPERVISOR CLASSIFICATION SPECIFICATION AND PAY RANGE

To authorize the Human Resources Department to reorganize the City’s Homeless Services Division to better fit the needs of the program. This new position will cost $168,000 in total compensation. $139,000 from the BSCC Grant is expected to fund most of this position for one year. The balance of $29,000 is expected to come from the City’s General Fund Undesignated Reserve Fund balance.

— Recommended Action: 1) Adopt a Resolution amending the Buena Park Management Unit Compensation Plan establishing the Homeless Outreach Supervisor classification and salary range; 2) Approve the new job classification specification of Homeless Outreach Supervisor; and, 3) Appropriate $139,000 of funding from the Board of State and Community Corrections (BSCC) Grant Fund and $29,000 from the undesignated General Fund balance for this purpose.

5F. REORGANIZATION PLAN FOR THE COMMUNITY DEVELOPMENT DEPARTMENT PLANNING DIVISION AND RESOLUTION AMENDING THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION COMPENSATION PLAN ADDING THE PLANNING TECHNICIAN CLASSIFICATION

To adopt a job classification specification and amend the Buena Park Technical, Office, and Professionals Association Classification Plan to reorganize the Community Development Department Planning Division. Funds for this purpose have already been included in the Fiscal Year 2024-25 adopted budget.

— Recommended Action: 1) Approve the new job classification specification of Planning Technician; and 2) Adopt a resolution amending the Buena Park Technical, Office, and Professionals Compensation Plan to add the Planning Technician classification and salary range.

5G. RESOLUTION TO APPROVE A SIDE LETTER AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION (BPTOP)

To approve a Side Letter Agreement with the Buena Park Technical, Office, and Professionals Association.

— Recommended Action: 1) Adopt a resolution approving a Side Letter Agreement between the City of Buena Park and the Buena Park Technical, Office, and Professionals Association; and, 2) Appropriate approximately $17,800 from the undesignated General Fund balanace for this purpose.

5H. RESOLUTION TO APPROVE A SIDE LETTER AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK CITY EMPLOYEES' ASSOCIATION (BPCEA)

To approve a Side Letter Agreement with the Buena Park City Employees' Association.

— Recommended Action: 1) Adopt a resolution approving a Side Letter Agreement between the City of Buena Park and the Buena Park City Employees' Association; and 2) Appropriate approximately $12,000 from the undesignated General Fund balance for this purpose.

5I. RESOLUTION TO APPROVE A SIDE LETTER AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK MANAGEMENT UNIT AND EXECUTIVE EMPLOYEES

To approve a Side Letter Agreement with the Buena Park Management Unit.

— Recommended Action: 1) Adopt a resolution approving a Side Letter Agreement between the City of Buena Park and the Buena Park Management Unit and Executive Employees; and 2) Appropriate approximately $15,600 from the undesignated General Fund balance intended for this purpose.

5J. RESOLUTION TO APPROVE A SIDE LETTER AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK POLICE MANAGEMENT ASSOCIATION (BPPMA)

To approve a Side Letter Agreement with the Buena Park Police Management Association.

— Recommended Action: 1) Adopt a resolution approving a Side Letter Agreement between the City of Buena Park and the Buena Park Police Management Association.

5K. RESOLUTION TO APPROVE A SIDE LETTER AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK POLICE ASSOCIATION (BPPA)

To approve a Side Letter Agreement with the Buena Park Police Association.

— Recommended Action: 1) Adopt a resolution approving a Side Letter Agreement between the City of Buena Park and the Buena Park Police Association; and, 2) Appropriate approximately $30,000 from the undesignated General Fund balance for this purpose.

6: PUBLIC HEARING

No Public Hearing Items

7: COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7A. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

8: RECESS

8A. RECESS

9: STUDY SESSION

9A. DISCUSS AND PROVIDE DIRECTION REGARDING THE CITY'S TEMPORARY SIGN ORDINANCE

9B. DISCUSS AND PROVIDE DIRECTION ON THE CREATION OF THE "IF I WERE MAYOR" POSTER AND ESSAY CONTEST

9C. DISCUSS AND PROVIDE DIRECTION REGARDING A TRIP FROM SEOUNGBUK-GU, SOUTH KOREA TO BUENA PARK RELATED TO THE SISTER CITY PARTNERSHIP

10: CITY MANAGER REPORT

10A. CITY MANAGER REPORT

11: COMMISSION & COMMITTEE UPDATES

11A. COMMISSION & COMMITTEE UPDATES

12: ADJOURNMENT

12A. Adjournment

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the City Council less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the City Clerk's Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Korean or Spanish please contact the **City Clerk's Office at (714) 562-3750 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의제 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스패니쉬, 타갈로에 대한 통역사가 필요하시면 시미팅 48시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

I, Adria M. Jimenez, MMC, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Adria M. Jimenez, MMC
Director of Government and Community Relations
City Clerk

Date Posted: June 20, 2024

City of Buena Park

City Council Regular Meeting Agenda Report

APPROVAL OF MINUTES

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	CONSENT CALENDAR Item: 4A

Presented By	Prepared By
Anna Badillo, Assistant City Clerk	Anna Badillo, Assistant City Clerk

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

Approve the Minutes of the Special and Regular City Council Meetings of June 11, 2024.

Attachments

2024-06-11 CC M 330PM.pdf
2024-06-11 CC M 5PM.pdf

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD JUNE 11, 2024

1. CALL TO ORDER

The City Council met in a special meeting on Tuesday, June 11, 2024, at 3:30 p.m., in the Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Sonne presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Brown, Traut, Ahn, Sonne
ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and Adria M. Jimenez, MMC, Director of Government and Community Relations/City Clerk.

1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Traut.

2A. ORAL COMMUNICATIONS

Mayor Sonne announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council. There being none, Mayor Sonne closed oral communications.

3. CLOSED SESSION

Mayor Sonne stated the need for a closed session as scheduled and ordered the meeting into closed session.

3A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Gov. Code Section 54956.9 (d)(4)
Based on existing facts and circumstances, the City is seeking legal advice on whether to protect the City's rights and interests by initiating litigation.

Number of potential cases: One

3B. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Gov. Code Section 54957.6
Agency Negotiator: Eddie Fenton, Assistant City Manager/Director of Human Resources
Employee Organization: Buena Park City Employees' Association; Buena Park Technical, Office, and Professionals Association; Buena Park Management Unit; Buena Park Police Management Association; and Buena Park Police Association and Buena Park Unrepresented Employees

Mayor Sonne reconvened the meeting in open session and it was announced that no reportable action was taken for Item Nos. 3A and 3B.

ADJOURNMENT

There being no further business, Mayor Sonne adjourned the meeting at 4:36 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK
HELD JUNE 11, 2024

1. GENERAL

The City Council met in a regular session on Tuesday, June 11, 2024, at 5:00 p.m. in the City Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Sonne presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Brown, Traut, Ahn, Sonne
ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and, Adria M. Jimenez, MMC, Director of Government and Community Relations/City Clerk.

1C. INVOCATION

The Invocation was led by Reverend Dr. Joel Van Soelen, Anaheim Christian Reformed Church.

1D. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mark Averell, Purchasing Manager.

1E. CITY MANAGER REPORT

City Manager France reported the following:

- Buena Park Youth Theatre Spring Production of School of Rock beginning on Friday, June 14, 2024, at the Buena Park High School Performing Arts Center. For tickets, please contact (714) 562-3860.
- Inaugural Juneteenth Celebration of Freedom, Wednesday, June 19, 2024, 6:00 p.m. – 9:00 p.m. at Boisseranc Park
- Public Works Department received a $308,000 grant through SCAG for the outreach, planning, and preliminary design of the Orangethorpe Avenue Complete Streets Planning Study

2. PRESENTATIONS

2A. PRESENTATION OF THE 2024 MYRNA HOLMQUIST SCHOLARSHIP TO TIFFANY ELNITIARTA

Council Member Brown presented the 2024 Myrna Holmquist Scholarship award to Tiffany Elnitiarta.

Legislative representatives presented certificates of recognition to Tiffanny Elnitiarta on behalf of federal, state, county, and local legislators.

2B. PROCLAMATION RECOGNIZING JUNE 19, 2024 AS JUNETEENTH
Presented to the Buena Park Juneteenth Planning Committee

Mayor Sonne provided a Proclamation recognizing June 19, 2024, as Juneteenth to the Buena Park Juneteenth Planning Committee, and invited the community to attend the Juneteenth Celebration of Freedom on Wednesday, June 19, 2024, 6:00 p.m. – 9:00 p.m. at Boisseranc Park.

Legislative representatives presented certificates of recognition to the City of Buena Park and the Buena Park Juneteenth Planning Committee on behalf of federal, state, county, and local legislators.

3A. ORAL COMMUNICATIONS

Mayor Sonne announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council.

Joe Pak, Assemblywoman Sharon Quirk-Silva Senior Field Representative, thanked the City for hosting the gun violence prevention rally on Saturday, June 8, 2024, especially the assistance of the Community Services Department at the direction of Director Box. Additionally, Mr. Pak thanked the City's help with resolving issues concerning the Korean Senior Mobility Program.

There being no further requests to speak, Mayor Sonne closed oral communications.

4. CONSENT CALENDAR (4A – 4F)

Mayor Sonne announced that Consent Calendar Item Nos. 4A – 4F would be acted upon by one motion affirming the actions as recommended on the agenda and agenda bills submitted and inquired if anyone present desired to have any item removed for separate consideration. There being no requests for separate consideration, the following action was taken on Item Nos. 4A – 4F:

MOTION: Brown
SECOND: Traut
AYES: Brown, Traut, Ahn, Sonne
NOES: None

MOTION CARRIED that all actions recommended on Consent Calendar Item Nos. 4A – 4F be approved.

Minutes

4A. APPROVAL OF MINUTES
Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of May 28, 2024, and Special City Council Meeting of May 30, 2024.

APPROVED the recommended action.

Finance 75

4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS
Recommended Action: Adopt Resolutions approving Claims and Demands.

ADOPTED the following titled resolutions:

RESOLUTION NO. 14845
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $2,262,405.03 DEMAND NOS. 424888 THROUGH 425153 CANCELLED NOS. 423029 AND 424595

RESOLUTION NO. 14846
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,000,062.59 COVERING REGULAR PAYROLL ENDING MAY 24, 2024

Proclamations 119

4C. PROCLAMATION RECOGNIZING JUNE 19, 2024 AS JUNETEENTH
Recommended Action: Approve Proclamation.

APPROVED the recommended action.

Transportation 148

4D. APPROVAL OF THE 2024-2025 MEASURE M2 SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM AND ADOPTION OF A RESOLUTION CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M (M2) PROGRAM

Recommended Action: 1) Approve the Measure M2 Seven-Year Capital Improvement Program (CIP); 2) Adopt a resolution concerning the status and update of the pavement management plan for the Measure M (M2) Program; 3) Authorize the City Clerk to certify the resolution adoption; and, 4) Authorize staff to submit the necessary documentation to the Orange County Transportation Authority (OCTA).

APPROVED the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 14847

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM

Contracts 70 C-2211

4E. ADDENDUM NO. 13 TO THE AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS, INC. (TPA) FOR LEGISLATIVE ADVOCACY AND PUBLIC AFFAIRS CONSULTING SERVICES

Recommended Action: 1) Approve Addendum No. 13 to the agreement with Townsend Public Affairs, Inc. (TPA) for legislative advocacy and public affairs consulting services; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the addendum; and 3) Authorize the City Manager and City Clerk to execute the addendum.

APPROVED the recommended action.

Transportation 148 Budgets 47

4F. RESOLUTION DESIGNATING PROJECTS TO SUBMIT TO THE CALIFORNIA TRANSPORTATION COMMISSION (CTC) FOR FUNDING UNDER THE ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA)

Recommended Action: 1) Adopt a resolution designating projects to submit to the California Transportation Commission for funding under the Road Maintenance and Rehabilitation Account and incorporating the designated projects into the FY 2024-2025 Fiscal Year Capital Improvement Program budget; and, 2) Approve a budget amendment in the amount of $2,156,540 appropriating funds for the designated projects.

APPROVED the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 14848

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 TO SUBMIT TO THE CALIFORNIA TRANSPORTATION COMMISSION

END OF CONSENT CALENDAR

5. NEW BUSINESS (5A – 5B)

Elections 74

5A. RESOLUTIONS PERTAINING TO THE BUENA PARK GENERAL MUNICIPAL ELECTION OF TWO COUNCIL MEMBER SEATS FOR DISTRICTS 3 AND 4, AND A SPECIAL MUNICIPAL ELECTION OF ONE COUNCIL MEMBER SEAT FOR DISTRICT 2 FOR TUESDAY, NOVEMBER 5, 2024

Recommended Action: That the City Council adopt the following titled resolutions: 1) A Resolution calling for the holding of a General Municipal Election to be held on Tuesday, November 5, 2024, for the election of one Council Member in District 3, and one Council Member in District 4, for a full term of four years each; 2) A Resolution calling for the holding of a Special Municipal Election to be held on Tuesday, November 5, 2024, for the election of one Council Member in District 2, for a short-term of office of two years, ending November 2026; 3) A Resolution requesting the Orange County Registrar of Voters consolidate the General Municipal Election to be held on November 5, 2024, with the Statewide General Election to be held on the same date pursuant to Section 10403 of the California Elections Code; 4) A Resolution adopting regulations pertaining to candidates statements for both the General Municipal Election and the Special Election; 5) A Resolution determining a tie-vote shall be resolved by a runoff election for both the General Municipal Election and the Special Election; and, 6) Approve a budget amendment in the amount of $25,000 from the undesignated General Fund reserve balance to allocate funding for the Special Municipal Election.

Director of Government and Community Relations/City Clerk Jimenez provided a report regarding the General Municipal Election consolidated with the Statewide General Election on Tuesday, November 5, 2024 of two Council Member seats for Districts 3 and 4, as well as a Special Municipal Election of one Council Member seat for District 2. Moreover, Director Jimenez discussed the resolutions associated with the upcoming election to establish guidelines for candidate statements, authorize a runoff election in the event of a tie-vote, and request the City Council consolidate with the County of Orange for election services. The Orange County Registrar of Voters' estimate of $48,800 was approved in the FY 2023-2025 budget to cover the cost of consolidating the General Municipal Election for Districts 3 and 4. Staff also sought City Council approval to appropriate funds in the additional amount of $25,000 from the undesignated General Fund reserve balance for costs associated with holding a Special Municipal Election to fill the vacancy in District 2.

Council Member Traut suggested that the City Council consider appointing 2022 General Municipal Election District 2 candidate Carlos Franco to the Council Member seat for District 2 until the November election.

Vice Mayor Ahn asked about the deadline to make an appointment to fill the District 2 vacancy. Vice Mayor Ahn also spoke in opposition to appointing an individual to serve as a District 2 Council Member until the November 5, 2024 General Municipal Election, and allowing District 2 voters to elect a candidate for their district.

Director Jimenez explained that the deadline to make a decision regarding the District 2 vacancy is July 22, 2024.

MOTION: Traut
SECOND: Brown
AYES: Traut, Brown, Ahn, Sonne
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolutions:

RESOLUTION NO. 14849

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER, 5, 2024 FOR THE ELECTION OF TWO COUNCIL MEMBER SEATS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO CHARTER CITIES

RESOLUTION NO. 14850
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO §10403 OF THE ELECTIONS CODE

RESOLUTION NO. 14851
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

RESOLUTION NO. 14852
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, PROVIDING FOR THE CONDUCT OF A SPECIAL RUNOFF ELECTION FOR ELECTIVE OFFICES IN THE EVENT OF A TIE VOTE AT THE ELECTION TO BE HELD NOVEMBER 5, 2024

RESOLUTION NO. 14853
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, CALLING FOR THE HOLDING OF A SPECIAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF ONE COUNCIL MEMBER SEAT FOR DISTRICT 2 TO FILL A VACANCY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO CHARTER CITIES

Contracts 70 C-3548 Budgets 47

5B. RESOLUTION APPROVING PLANS, SPECIFICATIONS, AND APPROVAL OF CONTRACT WITH AGUILAR & CALDERON CORPORATION FOR THE FRIENDSHIP PARK (FORMERLY SMITH-MURPHY PARK) AND CARL BRENNER PARK ACCESSIBILITY IMPROVEMENT PROJECT
Recommended Action: 1) Adopt a resolution approving plans and specifications for the Friendship Park (formerly Smith Murphy) and Carl Brenner Park Accessibility Improvements Project; 2) Award a contract to Aguilar & Calderon Corporation in the amount of $778,611.66 for the Project; 3) Authorize contingency funds in the amount of $119,039.05 in the same purchase order; 4) Authorize construction engineering in the amount of $20,000; 5) Authorize a purchase order for The Solis Group in the amount of $4,035 for the Community Workforce Agreement (CWA) administration; 6) Approve a budget transfer in the amount of $165,000 from the undesignated General Fund balance; 7) Authorize the City Manager and the City Clerk to execute the contract; and, 8) Reject the bid protest submitted by RMS Construction.

Assistant Engineer Esparza-Almaraz provided a report regarding the Friendship Park and Carl Brenner Park Accessibility Improvement Project (Project). The Project includes several accessibility improvements to the exterior and interior of the parks' infrastructure, bringing them into compliance with the Americans with Disabilities Act (ADA), to improve accessibility for all groups of users. The ADA upgrades will be comprised of paths of travel, restrooms, parking lots, picnic tables, playground area, drinking fountains, etc. Moreover, the Project is a part of the City's Capital Improvement Project (CIP) for the year 2022-2023 and funded through the Community Development Block Grant (CDBG). The Project was advertised for competitive bid on May 13, 2024. The City received and publicly opened three (3) bids. The lowest, responsible bid was submitted by Aguilar & Calderon Corporation of Whittier, CA, in the amount of $778,611.66. Staff recommended that the City Council award a contract to Aguilar & Calderon Corporation in the amount of $778,611.66; approve a contingency fund in the amount of $119,039.05; and, approve a construction engineering fund in the amount of $20,000.

MOTION: Brown
SECOND: Sonne
AYES: Brown, Sonne, Ahn, Traut
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 14854
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING PLANS AND SPECIFICATIONS FOR FRIENDSHIP PARK (FORMERLY SMITH-MURPHY PARK) AND CARL BRENNER PARK ACCESSIBILITY IMPROVEMENT PROJECT IN SAID CITY

6. PUBLIC HEARING

No Items.

7. MAYOR/CITY COUNCIL REPORTS AND CALENDAR

7A. REPORT

Council Member Brown reported the following:
- May 30 Swearing-In Ceremony for BPPD
- June 3 SCAG Regional Council Briefing
- June 5 SCAG Executive and Administrative Committee Meeting
- June 6 SCAG Transportation and Regional Council Meeting
- June 6 League of California Cities Orange County Division Board Meeting
- June 11 Fair Housing Workshop

Council Member Brown indicated being contacted by former Field Representative for District 4 Orange County Supervisor Steve Spernak regarding a commemorative display of the late Walt Ehlers.

Council Member Traut reported the following:
- June 1 Raising of the Pride Flag at City Hall
- June 8 Gun Violence Prevention Rally

Council Member Traut spoke regarding holding the first meeting of the Buena Park Education Committee and thanked City staff for their participation during the meeting.

Vice Mayor Ahn reported the following:
- June 8 Gun Violence Prevention Rally

Vice Mayor Ahn calendared a discussion regarding BPPD staffing and patrol services.

Mayor Sonne reported the following:
- May 30 Swearing-In Ceremony for BPPD
- June 8 Gun Violence Prevention Rally

8. RECESS/RECONVENE

The City Council did not recess.

9. STUDY SESSION (9A – 9D)

9A. DISCUSS AND PROVIDE DIRECTION ON P-NUT BASEBALL END-OF-THE-SEASON CAMPOUT PROGRAM

Community Services Supervisor Kurata provided a report regarding the P-Nut Baseball End-of-the-Season Campout Program. The P-Nut Baseball Program is open to boys and girls ages 4-17, and emphasizes on participation, teamwork, and sportsmanship. The end of season tradition includes the "P-Nut Campout and Picnic Day," held from Friday evening into Saturday afternoon with various activities that take place on the said days. Moreover, at its March 12, 2024 meeting, the City Council directed staff to eliminate the P-Nut Campout, resulting in a cost reduction in the amount of $6,850. Following a petition by the P-Nut league coaches and a public comment made at the May 28, 2024 City Council meeting advocating for the reinstatement of the overnight campout, Council Member Traut requested a reevaluation of said program. Furthermore, staff sought City Council direction regarding the reinstatement of the P-Nut Baseball End-of-the-Season Campout Program. A budget request in the amount of $5,000 for part-time salaries and program costs would be needed to reinstate the campout. The allocation, if approved, will be included in the Fiscal Year 2024-25 budget.

Rick Bravo, P-Nut Coach, appealed to the City Council to reinstate the P-Nut Baseball End-of-the-Season Campout Program.

May Soria, P-Nut Coach, spoke regarding her children’s love for baseball, and that the P-Nut Baseball Program shows the diversity of the league. Ms. Soria also sought City Council’s support to reinstate the P-Nut Baseball End-of-the-Season Campout Program for the benefit of the children.

Director of Government and Community Relations/City Clerk Jimenez acknowledged that the City received an email correspondence from Lieu Le and AgendaLink comment from Jose Trinidad Castañeda in support of the item.

Council Member Traut indicated that the comments provided by the kids, the parents, and the coaches demonstrated how the program is valued and spoke in support to reinstate the campout.

Vice Mayor Ahn and Mayor Sonne expressed appreciation to all those who showed up at the meeting in support of the reinstatement of the P-Nut Baseball End-of-the-Season Campout Program. This conveys that the public’s voice makes a big difference.

Following the discussion, the City Council directed staff to reinstate the P-Nut Baseball End-of-the-Season Campout Program and allocate $5,000 in the Fiscal Year 2024-25 budget for the Program.

9B. DISCUSS AND PROVIDE DIRECTION ON THE DEVELOPMENT OF A CITYWIDE GAS-POWERED LAWN EQUIPMENT BAN

Director of Community and Economic Development Foulkes provided a report regarding the development of a Citywide gas-powered lawn equipment ban. The state legislature approved Assembly Bill No. 1346, which banned the sale of gas-powered lawnmowers and leaf blowers in California effective January 1, 2024. While homeowners and businesses will still be permitted to use gas-powered equipment after that date, a purchase of one will no longer be allowed in California. Director Foulkes also explained how the negative environmental impacts of gas-powered lawn equipment are substantial according the California Air Resources Board (CARB). Moreover, Buena Park has recently taken several steps to expand its commitment to environmental stewardship and sustainability, including the development of a Climate Action and Adaption Plan, adoption of an Environmental Justice Element in the City’s General Plan, creation of a Sustainability Manager position, and implementation of a Climate Action Commission. Director Foulkes discussed other cities’ efforts in supporting the AB 1346; AB 1346’s impact on the City and its contracted services; sustainability efforts; and, potential ordinance elements. Staff sought City Council direction on recommended measures to prohibit the use of gas-powered leaf blowers and lawnmowers within the City.

Council Member Brown stated that a Citywide ban of gas-powered lawn equipment would lead to health benefits for many, and explained that South Coast AQMD offers programs that replace gas-powered residential lawn mowers and commercial lawn and garden equipment to more compliant equipment.

Jose Trinidad Castañeda spoke via Zoom regarding his concerns and the impact of a Citywide gas-powered lawn equipment ban to local business owners, and suggested that the City Council reconsider such effort.

Mayor Sonne spoke in support of moving the item forward, and recommended that the City Council consider directing the Climate Action Commission to create a plan that would phase the proposed effort of a Citywide gas-powered lawn equipment ban in the most efficient and equitable way possible for the benefit of the community.

Council Member Traut and Vice Mayor Ahn spoke in support of Mayor Sonne's recommendation to direct the Climate Action Commission to review and provide feedback on the proposed effort of a Citywide gas-powered lawn equipment ban.

Following the discussion, the City Council directed the Climate Action Commission to review and provide feedback on the proposed effort of a Citywide gas-powered lawn equipment ban.

9C. DISCUSS AND PROVIDE DIRECTION ON POTENTIAL MUNICIPAL CODE AMENDMENTS PERTAINING TO ILLEGAL STREET VENDING

Director of Community and Economic Development Foulkes provided a report regarding a potential amendment to the Buena Park Municipal Code (BPMC) pertaining to illegal street vending. The California Safe Sidewalk Vending Act, Senate Bill 946 (SB 946), took effect in January 2019 and posed a significant shift in the state's approach to street vending, aiming to balance the economic needs of vendors with the interests of local communities and businesses. In compliance with SB 946, the City adopted Ordinance No.1653 amending BPMC Chapter 5.64 to create a permitting and regulatory program that preserves public parks, rights-of-way, and other public places for the use and enjoyment of the community at-large. In addition to location restrictions, sidewalk vendors are required to obtain a Sidewalk Vending Permit and a Business License from the City, and any additional licensing requirements from Orange County Health Care Agency (OCHCA). Moreover, Director Foulkes discussed the negative impacts of illegal street vending; Orange County Health Care Agency's requirements on food preparation and operations; regulations implemented by surrounding cities on street vending; City's enforcement efforts; and proposed options for enforcement.

Jose Trinidad Castañeda spoke via Zoom regarding his concerns to the potential Municipal Code amendments pertaining to illegal street vending.

Council Member Brown indicated his concerns regarding nuisances caused by illegal street vending such as public safety, blocking of sidewalks, and trash being left behind. Council Member Brown also spoke in support of amending the Buena Park Municipal Code pertaining to illegal street vending with the effort to educate street vendors through materials available in different languages.

Council Member Traut stated that street vending should be encouraged for it is an asset to the community, and encourage the City Council to consider implementing an outreach plan for street vendors to be educated on public health and safety.

Following the discussion, the City Council directed staff to proceed with the proposed enforcement options such as to amend the BPMC to allow Code Enforcement to impound equipment and food without OCHCA participation; allow for an increased amount of enforcement efforts but would not reduce the City's costs associated with vendor enforcement; allow part-time staff to assist with vendor enforcement; and, expand outreach and education campaign that could accompany enforcement actions.

10. CITY MANAGER REPORT

City Manager France had nothing to report.

11. COMMISSION & COMMITTEE UPDATES

Director of Government and Community Relations/City Clerk Jimenez indicated that staff is planning for the Commissioner Recognition event and will report out the date once determined.

12. ADJOURNMENT

There being no further business, Mayor Sonne adjourned the meeting at 6:28 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTIONS APPROVING CLAIMS AND DEMANDS

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	CONSENT CALENDAR Item: 4B

Presented By	Prepared By
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

Adopt Resolutions approving the Claims and Demands.

Attachments

Claims 425154-425363 reso.pdf
Claims 425154-425363 att1of1 resolist.pdf
Claims PR060424 retiree reso.pdf
Claims PR060424 retiree att1of1 resolist.pdf
Claims PR061424 reso.pdf
Claims PR061424 att1of1 resolist.pdf

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,414,218.37 DEMAND NOS., 425154 THROUGH 425363. CANCELLED NOS.421601, 421621, 421757, 421795, 423839, 423841, 423842, 423847, 423849, 423850, 424203 AND 424927 NO VOIDS LIST ATTACHED

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Finance or his designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: That claims and demands Nos.425154 through 425363 the sum of $1,414,218.37 set forth on the 14-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed as set forth.

PASSED AND ADOPTED this _____ day of _____ 2024 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2024

_____
City Clerk

SELECTION CRITERIA: transact.trans_date between '20240523 00:00:00.000' and '20240605 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO		ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421601	V	10/11/23	10013022	TINA TRAN	650208	WLLE CF 23 9/6-8/23	0.00	-306.69
1011	421621	V	10/11/23	10012502	WILD WATER OPERATING LLC	171710	CAR WASHES SEP	0.00	-851.20
1011	421757	V	10/25/23	10013196	KIM, BRIAN A	52	UB REFUND	0.00	-15.31
1011	421795	V	10/25/23	10013191	PARK, ARTHUR H	52	UB REFUND	0.00	-22.95
1011	423839	V	03/13/24	10001832	GHD INC	11	6050 AUTO CTR DR.	0.00	-249.89
1011	423841	V	03/13/24	10001832	GHD INC	11	6644 GRAMERCY	0.00	-182.50
1011	423842	V	03/13/24	10001832	GHD INC	11	6801 WESTERN	0.00	-171.86
1011	423847	V	03/13/24	10001832	GHD INC	11	8030 DALE ST	0.00	-31.88
1011	423849	V	03/13/24	10001832	GHD INC	11	6340-6370 ARTESIA	0.00	-31.88
1011	423850	V	03/13/24	10001832	GHD INC	11	6190 AUTO CTR DR	0.00	-30.38
1011	424203	V	04/10/24	00001993	ALIN PARTY SUPPLY INC.	275135	SOCCER AWARDS	0.00	-39.63
1011	424203	V	04/10/24	00001993	ALIN PARTY SUPPLY INC.	275140	SPRING EGG	0.00	-147.73
TOTAL CHECK								0.00	-187.36
1011	424927	V	05/22/24	10013185	JOSE TRINIDAD CASTANEDA	101101	CIVICWELL EXPENSES	0.00	-482.56
1011	424927	V	05/22/24	10013185	JOSE TRINIDAD CASTANEDA	101101	NALEO EXPENSES	0.00	-315.00
TOTAL CHECK								0.00	-797.56
1011	425154		05/30/24	10013185	JOSE TRINIDAD CASTANEDA	101101	REIMB CIVICWELL EXPEN	0.00	482.56
1011	425155		06/05/24	10013672	2 BE DETERMINED EVENTS &	275210	L.ANDERSON/JUNETEENTH	0.00	4,200.00
1011	425156		06/05/24	10011487	2 SUM PRODUCTION, INC	352363	#SS-MP-S114HP LASER M	0.00	401.50
1011	425156		06/05/24	10011487	2 SUM PRODUCTION, INC	352363	#SS-PRU14AS125 LASER	0.00	1,005.00
1011	425156		06/05/24	10011487	2 SUM PRODUCTION, INC	352363	TAX	0.00	133.62
TOTAL CHECK								0.00	1,540.12
1011	425157		06/05/24	10003794	A T & T	170670	9391026068 MAY-24	0.00	10.87
1011	425157		06/05/24	10003794	A T & T	126143	9391026072 MAY-24	0.00	29.12
1011	425157		06/05/24	10003794	A T & T	170670	9391054290 MAY-24	0.00	29.12
1011	425157		06/05/24	10003794	A T & T	650302	9391050275 MAY-24	0.00	56.11
1011	425157		06/05/24	10003794	A T & T	126143	9391026070 MAY-24	0.00	56.69
1011	425157		06/05/24	10003794	A T & T	650302	9391031455 MAY-24	0.00	207.90
1011	425157		06/05/24	10003794	A T & T	660241	9391026088 MAY-24	0.00	222.10
1011	425157		06/05/24	10003794	A T & T	170670	9391031456 MAY-24	0.00	311.10
1011	425157		06/05/24	10003794	A T & T	170670	9391026049 MAY-24	0.00	669.28
1011	425157		06/05/24	10003794	A T & T	170670	9391050264 MAY-24	0.00	776.67
1011	425157		06/05/24	10003794	A T & T	170670	9391031458 MAY-24	0.00	311.10
TOTAL CHECK								0.00	2,680.06
1011	425158		06/05/24	10004247	A T & T MOBILITY	631140	287260985373X05172024	0.00	246.65

SELECTION CRITERIA: transact.trans_date between '20240523 00:00:00.000' and '20240605 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	425159	06/05/24	10004247	A T & T MOBILITY	275305	828554058X05172024	0.00	128.84
1011	425160	06/05/24	10004247	A T & T MOBILITY	731150	996095853X05172024	0.00	312.57
1011	425161	06/05/24	00003929	AFLAC	73	MAY-24 INVOICE	0.00	6,114.50
1011	425162	06/05/24	00005342	AGA ENGINEERS, INC.	590188	DESIGN SVC/HSIP/MAR24	0.00	1,580.76
1011	425162	06/05/24	00005342	AGA ENGINEERS, INC.	590188	DESIGN SVC HSIP/APR24	0.00	15,614.11
TOTAL CHECK							0.00	17,194.87
1011	425163	06/05/24	10013651	AHN, HEE HYE	52	UB REFUND	0.00	17.73
1011	425164	06/05/24	00001993	ALIN PARTY SUPPLY INC.	275140	SPRING EGG MAR-24	0.00	147.73
1011	425164	06/05/24	00001993	ALIN PARTY SUPPLY INC.	275135	SOCCER AWARDS NOV-23	0.00	39.63
TOTAL CHECK							0.00	187.36
1011	425165	06/05/24	10012766	LAURA WELLER	275210	DELIVERY AND PICK UP	0.00	500.00
1011	425165	06/05/24	10012766	LAURA WELLER	275210	AUDIO VISUAL TECHNICIA	0.00	1,200.00
TOTAL CHECK							0.00	1,700.00
1011	425166	06/05/24	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRS.GRD 4/28-5/11	0.00	11,418.96
1011	425167	06/05/24	10006459	JOHN DAVID ALLEN JR.	275120	ACES TENNIS/SPRING-24	0.00	410.97
1011	425168	06/05/24	10009734	NADER ALQAM	160110	TRAIN SUBSIDY/APR-24	0.00	125.00
1011	425169	06/05/24	00004788	AMERICAN RECYCLED PLASTI	860810	ITEM# APTP6, TWO (2) P	0.00	2,998.00
1011	425169	06/05/24	00004788	AMERICAN RECYCLED PLASTI	860810	TRUCK FREIGHT	0.00	658.40
1011	425169	06/05/24	00004788	AMERICAN RECYCLED PLASTI	11	OFF SET SALES TAX	0.00	-232.35
1011	425169	06/05/24	00004788	AMERICAN RECYCLED PLASTI	860810	SALES TAX	0.00	232.35
TOTAL CHECK							0.00	3,656.40
1011	425170	06/05/24	00009407	AMERICAN TRUCK & TOOL RE	860810	CONCRETE	0.00	270.50
1011	425171	06/05/24	10012578	IDALIS AMEZCUA	101101	COUNCIL PORTRAITS	0.00	75.00
1011	425172	06/05/24	00005384	ANDY GUMP, INC	860810	RESTROOM SERVICE	0.00	322.04
1011	425172	06/05/24	00005384	ANDY GUMP, INC	860810	RESTROOM SERVICE	0.00	60.50
TOTAL CHECK							0.00	382.54
1011	425173	06/05/24	10013646	ANTHONY Q CONSTRUCTION,	732031	HIP202303 HILL CHG OR	0.00	4,770.00
1011	425173	06/05/24	10013646	ANTHONY Q CONSTRUCTION,	732031	HIP202303 HILL DRAW#2	0.00	19,328.00
TOTAL CHECK							0.00	24,098.00
1011	425174	06/05/24	00009015	TAJEN GRAPHICS, INC	275210	CONCERTS BANNERS	0.00	814.59
1011	425175	06/05/24	10013353	ARDURRA GROUP, INC.	290150	WHITAKER PARK/APR-24	0.00	23,592.25
1011	425176	06/05/24	10006711	LAURIE AUBUCHON	452410	ED REIMB/APR-24	0.00	106.29
1011	425176	06/05/24	10006711	LAURIE AUBUCHON	160105	ED REIMB/APR-24	0.00	440.34
1011	425176	06/05/24	10006711	LAURIE AUBUCHON	352363	ED REIMB/APR-24	0.00	106.29
1011	425176	06/05/24	10006711	LAURIE AUBUCHON	352567	ED REIMB/APR-24	0.00	865.50

SELECTION CRITERIA: transact.trans_date between '20240523 00:00:00.000' and '20240605 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
TOTAL CHECK							0.00	1,518.42
1011	425177	06/05/24	00006700	B L WALLACE DISTRIBUTOR	352363	METER LIDS	0.00	1,173.16
1011	425178	06/05/24	00003499	BARR & CLARK ENVIRONMENT	732031	LBP/8275 SANTA FE DR.	0.00	295.00
1011	425178	06/05/24	00003499	BARR & CLARK ENVIRONMENT	732031	LBP 6741 LINCOLN #68	0.00	395.00
1011	425178	06/05/24	00003499	BARR & CLARK ENVIRONMENT	732031	LBP 7867 JACKSON WAY	0.00	450.00
1011	425178	06/05/24	00003499	BARR & CLARK ENVIRONMENT	732031	LBP 7600 EL CANEY DR	0.00	325.00
1011	425178	06/05/24	00003499	BARR & CLARK ENVIRONMENT	732031	LBP/7369 CHIPPEWA CIR	0.00	295.00
TOTAL CHECK							0.00	1,760.00
1011	425179	06/05/24	10007684	BEST LAWNMOWER, INC	560210	SPARK PLUG	0.00	103.79
1011	425180	06/05/24	10011115	BLANK ROME LLP	110105	BA HOTEL/RES/APR-24	0.00	4,132.50
1011	425180	06/05/24	10011115	BLANK ROME LLP	110105	ADV.BUTTERFLY/APR-24	0.00	9,378.00
TOTAL CHECK							0.00	13,510.50
1011	425181	06/05/24	10012104	MICHAEL BOONE	275120	ROBLOX STUDIO/SPR-24	0.00	212.80
1011	425182	06/05/24	00000011	MANHATTAN STITCHING COMP	275145	PNUT BASEBALL T-SHIRTS	209.25	2,909.25
1011	425183	06/05/24	10013586	STEVEN BROGAN	275220	VOC DIR.SCH.ROCK 2/2	0.00	750.00
1011	425184	06/05/24	00010646	IVAN RODRIGUEZ	650601	LINEX SPRAY/REUPHOLST	0.00	1,000.00
1011	425185	06/05/24	00000015	BUENA PARK LOCK & KEY SH	170670	KEYS	0.00	17.78
1011	425186	06/05/24	10013664	MARC BUSTOS	11	REF DEPOSIT#R10472	0.00	500.00
1011	425187	06/05/24	10007791	MARIE CABALLERO	275150	SCOREKEEP 5/11-24/24	0.00	32.00
1011	425188	06/05/24	00005992	MARIO CAMACHO	160110	TRAIN SUBSIDY/APR-24	0.00	125.00
1011	425189	06/05/24	00005992	MARIO CAMACHO	631140	REIMB/CACEO TRAINING	0.00	138.39
1011	425190	06/05/24	00003738	CALIF-NEVADA SEC.AMER.WA	352363	SCOTT KEVENBO/CERT	0.00	235.00
1011	425191	06/05/24	00003738	CALIF-NEVADA SEC.AMER.WA	352363	MARK STEPHENSON/CERT	0.00	235.00
1011	425192	06/05/24	10013673	SCARLET CARPENTER	71	COMPUTER LOAN	0.00	711.87
1011	425193	06/05/24	10012050	SERGIO CASTILLO	275135	YT OFFIC 5/11-24/24	0.00	40.00
1011	425194	06/05/24	10004469	CERRITOS DODGE CHRYSLER	171710	BELT BUCKLE	0.00	119.14
1011	425194	06/05/24	10004469	CERRITOS DODGE CHRYSLER	171710	RADIATOR BOTTLE	0.00	780.52
1011	425194	06/05/24	10004469	CERRITOS DODGE CHRYSLER	171710	WHEEL NUTS	0.00	30.57
1011	425194	06/05/24	10004469	CERRITOS DODGE CHRYSLER	171710	FUEL INJECTOR	0.00	59.22
TOTAL CHECK							0.00	989.45
1011	425195	06/05/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400240089206	0.00	316.55
1011	425196	06/05/24	10007941	CHARTER COMMUNICATIONS H	650302	8448400230497971	0.00	12.59

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	425197	06/05/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400240527841	0.00	116.94
1011	425198	06/05/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400231527743	0.00	199.99
1011	425199	06/05/24	00001052	CHUSHINKAN DOJO, INC,	275120	SWARDSMAN/SPRING-24	0.00	663.67
1011	425200	06/05/24	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/APR-24	0.00	299.09
1011	425200	06/05/24	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/APR-24	0.00	440.00
1011	425200	06/05/24	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/APR-24	0.00	177.02
1011	425200	06/05/24	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/MAR-24	0.00	320.58
1011	425200	06/05/24	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/APR-24	0.00	426.21
1011	425200	06/05/24	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/APR-24	0.00	155.86
1011	425200	06/05/24	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/MAR-24	0.00	1,036.23
1011	425200	06/05/24	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/APR-24	0.00	624.22
1011	425200	06/05/24	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/APR-24	0.00	487.56
TOTAL CHECK							0.00	3,966.77
1011	425201	06/05/24	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLING 4/24	0.00	575.00
1011	425201	06/05/24	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLING 4/24	0.00	2,022.85
TOTAL CHECK							0.00	2,597.85
1011	425202	06/05/24	00001357	CM WASH EQUIPMENT INC.	171710	PRESSURE WASHER	0.00	675.53
1011	425203	06/05/24	00010209	COLLICUTT ENERGY SERVICE	170670	GENERATOR MAINT	0.00	1,153.84
1011	425203	06/05/24	00010209	COLLICUTT ENERGY SERVICE	170670	GENERATOR MAINT	0.00	1,153.84
TOTAL CHECK							0.00	2,307.68
1011	425204	06/05/24	10006450	COLONIAL LIFE	73	INSURANCE/MAY-24	0.00	700.04
1011	425205	06/05/24	10006011	COMMERCIAL CONTROLS CORP	650303	PD ACCESS MAY-24	0.00	2,400.00
1011	425206	06/05/24	00003187	CONTINENTAL INTERPRETING	650302	TRANSLATION 5/16/24	0.00	400.00
1011	425207	06/05/24	10002389	COUNTY OF ORANGE TREASUR	550502	SUR CHG CITES/APR-24	0.00	10,702.00
1011	425208	06/05/24	10011407	COYOTE,WILDLIFE & PEST S	160108	ABATEMENT SVC/MAY-24	0.00	2,300.00
1011	425209	06/05/24	00001226	CPRS	275105	JIM BOX/RENEWAL	0.00	555.00
1011	425210	06/05/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	509.73
1011	425210	06/05/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	367.43
1011	425210	06/05/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	370.92
1011	425210	06/05/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	121.99
1011	425210	06/05/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	30.00
1011	425210	06/05/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	441.02
1011	425210	06/05/24	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	263.53
TOTAL CHECK							0.00	2,104.62
1011	425211	06/05/24	00005287	CALIFORNIA WATER ENVIRON	452410	MBR.FRANK MOORE	0.00	221.00
1011	425212	06/05/24	10013677	DOGTEAMPRO	650405	PUG PL SUBS K9 UNIT	0.00	499.00

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1011	425213	06/05/24	10008875	THOMAS F. DONINI	275315	DJ SR SAT DNC 6/1/24	0.00	400.00
1011	425214	06/05/24	00000035	DOOLEY ENTERPRISES INC	650208	AMMUNITION SUPPLIES	0.00	4,711.91
1011	425215	06/05/24	10013666	MELANIE DUARTE	11	REF DEPOSIT#R10148	0.00	500.00
1011	425216	06/05/24	10013343	DUDEK	731105	CLIMATE ACTION APR-24	0.00	9,391.13
1011	425217	06/05/24	10012764	EFFICIENT X-RAY, INC	650307	BIO HAZ WASTE 5/13/24	0.00	75.00
1011	425218	06/05/24	10013428	ELECNOR BELCO ELECTRIC,	590179	SIGNAL UPGRADE/APR-24	0.00	72,998.50
1011	425218	06/05/24	10013428	ELECNOR BELCO ELECTRIC,	24	PMT#5 RET.	0.00	-3,649.93
TOTAL CHECK							0.00	69,348.57
1011	425219	06/05/24	10013670	TIFFANY ELNITIARTA	106132	MH SCHOLARSHIP 2024	0.00	10,000.00
1011	425220	06/05/24	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC REPAIR	0.00	780.00
1011	425220	06/05/24	00009627	EMCOR SERVICE MESA ENERG	170670	FRIDGE REPAIR	0.00	2,034.00
TOTAL CHECK							0.00	2,814.00
1011	425221	06/05/24	10013668	BRIDGET ENGLEBRECHT	105105	REIM/CAPIO CF 5/13/24	0.00	183.26
1011	425222	06/05/24	10008311	EVERETT DOREY, LLP	107420	LUIS ELICEA	0.00	18,930.58
1011	425222	06/05/24	10008311	EVERETT DOREY, LLP	107420	LUIS ELICEA	0.00	1,795.00
1011	425222	06/05/24	10008311	EVERETT DOREY, LLP	107420	LUIS ELICEA	0.00	1,967.25
TOTAL CHECK							0.00	22,692.83
1011	425223	06/05/24	10009464	FACILITRON, INC.	275205	SCH.ROCK/FAC USE	0.00	4,950.30
1011	425224	06/05/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	IGNITION COILS	0.00	128.01
1011	425224	06/05/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	OIL FILTER	0.00	3.22
1011	425224	06/05/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	HEADLAMP BULB	0.00	23.30
1011	425224	06/05/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	A/C COMPONENTS	0.00	126.71
1011	425224	06/05/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FREON, FILTERS	0.00	425.59
1011	425224	06/05/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	TIE ROD END	0.00	64.00
1011	425224	06/05/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	SPARK PLUG	0.00	434.12
1011	425224	06/05/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	VALVE	0.00	8.93
1011	425224	06/05/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	A/C CONDENSER	0.00	174.56
1011	425224	06/05/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	BATTERIES	0.00	426.29
1011	425224	06/05/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	ALTERNATOR	0.00	195.03
1011	425224	06/05/24	00000739	ELLIOTT AUTO SUPPLY COMP	171710	RADIATOR	0.00	244.38
TOTAL CHECK							0.00	2,254.14
1011	425225	06/05/24	10013637	CATHERINE FELICIANO	11	REF/DEPOSIT#R9486	0.00	500.00
1011	425226	06/05/24	10006064	FEWER FIRES, LLC	170670	FIRE EXTINGUISHER SVC	0.00	190.25
1011	425227	06/05/24	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	200.00
1011	425228	06/05/24	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY WELL	0.00	234.90
1011	425228	06/05/24	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER WELL	0.00	318.94

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1011	425228	06/05/24	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN WELL	0.00	1,131.38
TOTAL CHECK							0.00	1,685.22
1011	425229	06/05/24	00003567	FULLER TRUCK ACCESSORIES	171710	CAB PROTECTOR	0.00	571.08
1011	425230	06/05/24	00000768	CITY OF FULLERTON	560230	SIG MT.4 INTERSECTION	0.00	1,346.17
1011	425231	06/05/24	00004593	FUN ON THE FARM, INC.	275120	FARM FUN/SPRING-24	0.00	199.50
1011	425232	06/05/24	00002166	GANAHL LUMBER CORP	560210	SUPPLIES	0.00	44.34
1011	425232	06/05/24	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	44.25
1011	425232	06/05/24	00002166	GANAHL LUMBER CORP	560231	SIGN SHOP SUPPLIES	0.00	20.02
1011	425232	06/05/24	00002166	GANAHL LUMBER CORP	352363	METER SURVEY	0.00	89.41
1011	425232	06/05/24	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	282.37
1011	425232	06/05/24	00002166	GANAHL LUMBER CORP	275150	MARSHAL SUPPLIES	0.00	17.77
TOTAL CHECK							0.00	498.16
1011	425233	06/05/24	10001832	GHD INC	11	8030 DALE ST	0.00	31.88
1011	425233	06/05/24	10001832	GHD INC	11	6190 AUTO CTR DR	0.00	30.38
1011	425233	06/05/24	10001832	GHD INC	11	6340-6370 ARTESIA	0.00	31.88
1011	425233	06/05/24	10001832	GHD INC	11	6801 WESTERN	0.00	171.86
1011	425233	06/05/24	10001832	GHD INC	11	6050 AUTO CTR DR.	0.00	249.89
1011	425233	06/05/24	10001832	GHD INC	11	6644 GRAMERCY	0.00	182.50
TOTAL CHECK							0.00	698.39
1011	425234	06/05/24	10001832	GHD INC	11	7675 CRESCENT KBFH GR	0.00	482.26
1011	425235	06/05/24	10001832	GHD INC	11	7301 ARTESIA BLVD.	0.00	31.88
1011	425236	06/05/24	10001832	GHD INC	11	6644 GRAMERCY ST.	0.00	31.88
1011	425237	06/05/24	10001832	GHD INC	11	7860 BEACH BLVD.	0.00	31.88
1011	425238	06/05/24	10001832	GHD INC	11	KBF/SNOOPY	0.00	31.88
1011	425239	06/05/24	10001832	GHD INC	11	7861 BEACH/MCDONALDS	0.00	31.88
1011	425240	06/05/24	10001832	GHD INC	11	7411 ARTESIA BLVD.	0.00	31.88
1011	425241	06/05/24	10001832	GHD INC	11	6050 AUTO CTR DRIVE	0.00	31.88
1011	425242	06/05/24	10001832	GHD INC	11	6245 AUTO CTR DRIVE	0.00	31.88
1011	425243	06/05/24	10001832	GHD INC	11	8441 WAVERLY DR.	0.00	31.88
1011	425244	06/05/24	10001832	GHD INC	11	6245 AUTO CT CADILLAC	0.00	31.88
1011	425245	06/05/24	10001832	GHD INC	11	8300 VALLEY VIEW	0.00	31.88
1011	425246	06/05/24	00000055	GRAINGER INC	170670	RANGE FILTERS	0.00	221.62
1011	425247	06/05/24	00005680	CINDY GRISWOLD	275405	CPR/1ST AID/SPRING-24	0.00	39.90

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1011	425248	06/05/24	10013656	LINDA HAMMOND	11	REF/DEPOSIT#R8685	0.00	500.00
1011	425249	06/05/24	00004150	HANDS ON MAILING & FULFI	352363	2024 WATER REP MAILER	0.00	962.38
1011	425250	06/05/24	10013675	BENIGNO HERMOGENES	550502	CIT#244124804 DISMISS	0.00	48.00
1011	425251	06/05/24	10013624	HHS CONSTRUCTION, LLC	760310	REF/PERMIT#E24-0087	0.00	97.00
1011	425251	06/05/24	10013624	HHS CONSTRUCTION, LLC	760310	REF/PERMIT#E24-0087	0.00	145.00
1011	425251	06/05/24	10013624	HHS CONSTRUCTION, LLC	760310	REF/PERMIT#E24-0087	0.00	232.00
TOTAL CHECK							0.00	474.00
1011	425252	06/05/24	10009393	RAYMUND HIDALGO	275140	REF/SHELTER#R11047	0.00	110.00
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	275150	BALL FIELD SUPPLIES	0.00	25.85
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	19.65
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	452410	BATTERIES	0.00	139.00
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	560210	HARDWARE	0.00	102.33
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	352363	METER SURVEY	0.00	223.90
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	46.39
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	560210	SUPPLIES	0.00	45.19
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	352363	SEMINAR	0.00	54.96
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	352363	SUPPLIES	0.00	339.64
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	102.74
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	352363	EXHAUST FAN	0.00	175.27
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	452410	HOMELESS CLEAN UP	0.00	43.01
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	352363	METER SURVEY	0.00	57.02
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	275150	BALL FIELD SUPPLIES	0.00	39.57
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	560210	BLADES	0.00	70.77
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	275150	BALL FIELD SUPPLIES	0.00	121.53
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	93.57
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	74.74
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	37.69
1011	425253	06/05/24	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	117.80
TOTAL CHECK							0.00	1,930.62
1011	425254	06/05/24	10012921	HORNE LLP	52	UNAPPLIED LIHWAP	0.00	2,966.59
1011	425255	06/05/24	00008482	HOUSING PROGRAMS	732031	HIP202306 LONGWORTH	0.00	100.00
1011	425255	06/05/24	00008482	HOUSING PROGRAMS	126128	HIP202308 CASTILLO FA	0.00	250.00
1011	425255	06/05/24	00008482	HOUSING PROGRAMS	126128	HIP202305 BULLOCK	0.00	500.00
TOTAL CHECK							0.00	850.00
1011	425256	06/05/24	10009091	HUE C LUU	731150	ENG.SVCS/MAY-24	0.00	6,720.00
1011	425257	06/05/24	10012742	INFOSEND, INC	52	ADD'L POSTAGE JULY-24	0.00	1,189.69
1011	425258	06/05/24	10012742	INFOSEND, INC	460220	REFUSE RATE INCREASE	0.00	155.21
1011	425258	06/05/24	10012742	INFOSEND, INC	631142	TOBACCO INSERT/MAY24	0.00	257.47
1011	425258	06/05/24	10012742	INFOSEND, INC	352267	SVCS/MATERIALS/MAY24	0.00	2,207.00
1011	425258	06/05/24	10012742	INFOSEND, INC	352267	POSTAGE/MAY-24	0.00	7,082.34
TOTAL CHECK							0.00	9,702.02

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1011	425259	06/05/24	00000819	INTOXIMETERS INC.	650420	#DOM-CA-ASVXL - ALCO-S	351.08	4,881.08
1011	425259	06/05/24	00000819	INTOXIMETERS INC.	650420	ESTIMATED FREIGHT	0.00	59.00
TOTAL CHECK							351.08	4,940.08
1011	425260	06/05/24	10013341	ISSA ELECTRIC INC	52	PMT#3 RET. FINAL	0.00	-4,242.30
1011	425260	06/05/24	10013341	ISSA ELECTRIC INC	490033	PMT#3 KNT SEWER/FINAL	0.00	68,275.00
1011	425260	06/05/24	10013341	ISSA ELECTRIC INC	490033	PMT#3 KNT SEWER/FINAL	0.00	16,570.93
TOTAL CHECK							0.00	80,603.63
1011	425261	06/05/24	10013341	ISSA ELECTRIC INC	52	KNT SEWER/RETENTION	0.00	25,978.50
1011	425262	06/05/24	10013665	VIVIANA IZAGUIRRE	11	REF/DEPOSIT#R9601	0.00	500.00
1011	425263	06/05/24	00010018	JOSEPH M JACKSON	275405	YOGA/SPRING-24	0.00	303.24
1011	425264	06/05/24	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERY	0.00	187.77
1011	425264	06/05/24	00009561	TRADITIONAL AUTO SUPPLY	171710	SHOP TOOL	0.00	360.96
1011	425264	06/05/24	00009561	TRADITIONAL AUTO SUPPLY	171710	BRAKE PADS	0.00	81.11
TOTAL CHECK							0.00	629.84
1011	425265	06/05/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	94.23
1011	425265	06/05/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	243.70
1011	425265	06/05/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	271.55
1011	425265	06/05/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	313.76
1011	425265	06/05/24	10005932	JHM SUPPLY	352363	TRUCK STOCK	0.00	25.42
1011	425265	06/05/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	24.74
1011	425265	06/05/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	61.25
1011	425265	06/05/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	137.24
1011	425265	06/05/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	174.41
1011	425265	06/05/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	278.52
1011	425265	06/05/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	307.96
TOTAL CHECK							0.00	1,932.78
1011	425266	06/05/24	10013655	BRIDGET JOHNSON	11	REF DEPOSIT#R10473	0.00	500.00
1011	425267	06/05/24	10002722	JOHNSON CONTROLS SECURIT	170670	ALARM MONITORING	0.00	517.99
1011	425267	06/05/24	10002722	JOHNSON CONTROLS SECURIT	170670	ALARM MONITORING	0.00	522.87
1011	425267	06/05/24	10002722	JOHNSON CONTROLS SECURIT	170670	ALARM MONITORING	0.00	1,133.37
TOTAL CHECK							0.00	2,174.23
1011	425268	06/05/24	00000054	TED JONES FORD INC.	171710	THROTTLE BODY	0.00	182.54
1011	425268	06/05/24	00000054	TED JONES FORD INC.	171710	FUEL CAP	0.00	22.03
TOTAL CHECK							0.00	204.57
1011	425269	06/05/24	10013649	KIM, NANCY	52	UB REFUND	0.00	12.60
1011	425270	06/05/24	10013652	KIM, YOONMI	52	UB REFUND	0.00	106.61
1011	425271	06/05/24	00009647	KIMBALL MIDWEST	171710	CHEMICALS	0.00	976.01
1011	425272	06/05/24	10003543	MOLLY H. KNOX	275305	EXERCISE/SPRING-2024	0.00	210.19

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	425273	06/05/24	00007551	CITY OF LA MIRADA	560230	SIG MT/LA MIR.ALONDRA	0.00	655.39
1011	425274	06/05/24	00008217	KAREN LYNN LABOK	275220	DIR/SCH.ROCK 2 OF 2	0.00	900.00
1011	425275	06/05/24	00007523	LEGAL SHIELD, INC	73	MAY-24 CHARGES	0.00	91.60
1011	425276	06/05/24	10012811	THE LEW EDWARDS GROUP	632110	LEG PROF FEES/MAY-24	0.00	6,500.00
1011	425277	06/05/24	10012811	THE LEW EDWARDS GROUP	632110	LEG FEES/APRIL-24	0.00	6,500.00
1011	425278	06/05/24	00001657	LIEBERT CASSIDY WHITMORE	121110	INVESTIGATON	0.00	68.00
1011	425278	06/05/24	00001657	LIEBERT CASSIDY WHITMORE	121110	GENERAL	0.00	160.00
TOTAL CHECK							0.00	228.00
1011	425279	06/05/24	10004046	LIGHT SOURCE PRINTING, I	160105	BUSINESS CARDS	0.00	123.58
1011	425279	06/05/24	10004046	LIGHT SOURCE PRINTING, I	275110	BUSINESS CARDS	0.00	151.33
1011	425279	06/05/24	10004046	LIGHT SOURCE PRINTING, I	275110	BUSINESS CARDS	0.00	151.33
1011	425279	06/05/24	10004046	LIGHT SOURCE PRINTING, I	275110	BUSINESS CARDS	0.00	151.33
1011	425279	06/05/24	10004046	LIGHT SOURCE PRINTING, I	121135	BUSINESS CARDS	0.00	123.58
TOTAL CHECK							0.00	701.15
1011	425280	06/05/24	10008330	VANESSA LOPEZ	650208	NIBIN TRG 5/13-17/24	0.00	1,525.07
1011	425281	06/05/24	10001574	WENDY JEAN LOVELESS	275120	PIYO/SPRING-24	0.00	539.32
1011	425282	06/05/24	00000077	LU'S LIGHTHOUSE INC	171710	CONNECTORS	0.00	48.84
1011	425282	06/05/24	00000077	LU'S LIGHTHOUSE INC	171710	LIGHTS	0.00	155.56
TOTAL CHECK							0.00	204.40
1011	425283	06/05/24	10004514	RAY MACIAS	171710	REIMB/RECERT ASE	0.00	160.00
1011	425284	06/05/24	10005515	KATHLEEN MASTIN	275305	LINE DANCE	0.00	127.31
1011	425285	06/05/24	10012134	CASEY MCDANIEL	275150	SCOREKEEP 5/11-24/24	0.00	64.00
1011	425286	06/05/24	10013678	RACHEL MENDEZ	550502	CIT#177139963 REFUND	0.00	123.00
1011	425287	06/05/24	10009226	MERCY HOUSE LIVING CENTE	106131	NAV SHELTER/APR-24	0.00	290,981.41
1011	425288	06/05/24	10013264	MOBILE FLEET WASH, CORP	171710	CAR WASHES	0.00	460.00
1011	425289	06/05/24	10013650	MONZON, MARY	52	UB REFUND	0.00	21.66
1011	425290	06/05/24	10004764	TIFFANEY DANIELLE MORENO	275120	YOGA/ZUMBA/SPRING-24	0.00	1,390.51
1011	425291	06/05/24	10013667	ANGELINA MOUA	11	REF DEPOSIT#R10102	0.00	500.00
1011	425292	06/05/24	10013669	MUNICIPAL RESOURCE GROUP	121110	PD ORG/STAFFING ASSES	0.00	875.00
1011	425292	06/05/24	10013669	MUNICIPAL RESOURCE GROUP	121110	PD ORG/STAFFING ANALY	0.00	3,875.00
TOTAL CHECK							0.00	4,750.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	425293	06/05/24	00009876	MUNICIPAL WATER DIST OF	352510	WATER DELIVERY/APR-24	0.00	25,139.60
1011	425294	06/05/24	00000099	OFFICE DEPOT, INC.	11	PAPER XEROX WHITE 20#	137.92	1,917.52
1011	425295	06/05/24	10012194	KEVIN OHLER	106132	CRIME WATCH/APR-24	0.00	900.00
1011	425296	06/05/24	10007787	HBV ENTERPRISES, INC.	171710	LUG NUTS	0.00	63.73
1011	425296	06/05/24	10007787	HBV ENTERPRISES, INC.	171710	BATTERY	0.00	493.73
1011	425296	06/05/24	10007787	HBV ENTERPRISES, INC.	171710	BALL JOINTS	0.00	261.85
TOTAL CHECK							0.00	819.31
1011	425297	06/05/24	10013679	MARCUS WRIGHT	650308	INMATE MEAL 3/2/24	0.00	336.00
1011	425297	06/05/24	10013679	MARCUS WRIGHT	650308	INMATE MEAL 3/17/24	0.00	168.00
1011	425297	06/05/24	10013679	MARCUS WRIGHT	650308	INMATE MEAL 3/31/24	0.00	280.00
1011	425297	06/05/24	10013679	MARCUS WRIGHT	650308	INMATE MEAL 5/12/24	0.00	96.00
1011	425297	06/05/24	10013679	MARCUS WRIGHT	650308	INMATE MEAL 5/25/24	0.00	176.75
1011	425297	06/05/24	10013679	MARCUS WRIGHT	650308	INMATE MEAL 4/28/24	0.00	112.00
1011	425297	06/05/24	10013679	MARCUS WRIGHT	650308	INMATE MEAL 4/14/24	0.00	224.00
TOTAL CHECK							0.00	1,392.75
1011	425298	06/05/24	00004149	PACIFIC PRODUCTS & SERVI	560231	ITEM# 25K12A-2.5-HG:	143.18	1,990.68
1011	425298	06/05/24	00004149	PACIFIC PRODUCTS & SERVI	560231	ITEM# SMB-200-6: SURF	149.19	2,074.19
1011	425298	06/05/24	00004149	PACIFIC PRODUCTS & SERVI	290153	PERMANENT PEDESTRIAN B	36.81	511.81
TOTAL CHECK							329.18	4,576.68
1011	425299	06/05/24	00000222	EDCO/PARK DISPOSAL CORP.	460220	RES BILLING/MAY-24	0.00	372,626.76
1011	425300	06/05/24	00004215	PEST OPTIONS INC	560640	WEED/PEST CONTROL	0.00	2,456.36
1011	425301	06/05/24	00005145	PETTY CASH/COMMUNITY SER	275605	AFT SCH PROG/A.GUERRA	0.00	30.59
1011	425301	06/05/24	00005145	PETTY CASH/COMMUNITY SER	275160	PNO Y.RIVERA/MAY-24	0.00	45.19
1011	425301	06/05/24	00005145	PETTY CASH/COMMUNITY SER	275605	AFT SCH PROG/MARTINEZ	0.00	45.64
1011	425301	06/05/24	00005145	PETTY CASH/COMMUNITY SER	275160	PNO Y.RIVERA MAY-24	0.00	46.91
1011	425301	06/05/24	00005145	PETTY CASH/COMMUNITY SER	275145	MLG I.ONTIVEROS/APR24	0.00	22.78
TOTAL CHECK							0.00	191.11
1011	425302	06/05/24	00007516	PHOENIX GROUP INFORMATIO	550502	PK CITS/APRIL-24	0.00	4,103.09
1011	425302	06/05/24	00007516	PHOENIX GROUP INFORMATIO	550502	PK CITS/APRIL-24	0.00	1,026.71
TOTAL CHECK							0.00	5,129.80
1011	425303	06/05/24	00007516	PHOENIX GROUP INFORMATIO	631140	CITS/APRIL-24	0.00	1,090.53
1011	425303	06/05/24	00007516	PHOENIX GROUP INFORMATIO	631140	CITS/APRIL-24	0.00	140.10
TOTAL CHECK							0.00	1,230.63
1011	425304	06/05/24	00007516	PHOENIX GROUP INFORMATIO	631140	CITS/APRIL-24	0.00	219.66
1011	425304	06/05/24	00007516	PHOENIX GROUP INFORMATIO	631140	CITS/APRIL-24	0.00	290.50
TOTAL CHECK							0.00	510.16
1011	425305	06/05/24	00002715	ROGER PLUMLEE	650208	SLI527 S/8 6/26-28/24	0.00	256.00
1011	425306	06/05/24	10000423	PRADO FAMILY SHOOTING RA	650208	SHOOTRANGE 5/20-22/24	0.00	900.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	425307	06/05/24	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	96.98
1011	425308	06/05/24	10013653	RABAHAT, MACHAEL I	52	UB REFUND	0.00	296.88
1011	425309	06/05/24	10013076	RMS CONSTRUCTION	190064	PICKLEBALL CT/FINAL	0.00	12,204.08
1011	425309	06/05/24	10013076	RMS CONSTRUCTION	11	PICKLE BALL CT/RET.	0.00	-610.20
TOTAL CHECK							0.00	11,593.88
1011	425310	06/05/24	10013076	RMS CONSTRUCTION	11	PICKLEBALL RETENTION	0.00	4,728.16
1011	425311	06/05/24	00000748	ROSEBURROUGH TOOL INC	560210	SUPPLIES	0.00	396.32
1011	425312	06/05/24	10005599	OANH ROSENTHAL	275120	TAI CHI CHUAN/SPR-24	0.00	148.96
1011	425313	06/05/24	10001973	ROYAL PAPER CORPORATION	170670	BOBRICK B-81212 PINK L	71.84	998.84
1011	425313	06/05/24	10001973	ROYAL PAPER CORPORATION	170670	FREIGHT SURCHARGE	0.00	18.54
TOTAL CHECK							71.84	1,017.38
1011	425314	06/05/24	10013654	RUCKER, BEVERLY	52	UB REFUND	0.00	139.66
1011	425315	06/05/24	00000123	S & J SUPPLY CO INC	352363	CURBSTOPS	0.00	1,147.82
1011	425316	06/05/24	10013039	SAFEGUARD BUSINESS SYSTE	11	US BNK DEPOS.SLIP/BAG	0.00	611.91
1011	425317	06/05/24	00000114	SAFETY KLEEN CORP	160105	HAZ WASTE PICK-UP	0.00	624.77
1011	425318	06/05/24	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL PD	0.00	25,238.74
1011	425319	06/05/24	00000462	THE SHERWIN WILLIAMS	170670	HARDWARE	0.00	30.18
1011	425320	06/05/24	10012054	SKYHAWKS SPORTS ACADEMY	275120	SOCCER/SPRING-24	0.00	1,945.79
1011	425321	06/05/24	10005948	JIMMY SMITH	275305	ROUND DNC/WINTER-24	0.00	552.39
1011	425322	06/05/24	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	913.08
1011	425322	06/05/24	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,807.41
TOTAL CHECK							0.00	2,720.49
1011	425323	06/05/24	10009463	SO CAL SANITATION, LLC	632110	FENCE/7711 BCH/FINAL	0.00	27,100.74
1011	425323	06/05/24	10009463	SO CAL SANITATION, LLC	632110	FENCE/7711 BCH/FINAL	0.00	1,318.80
TOTAL CHECK							0.00	28,419.54
1011	425324	06/05/24	00000530	RLG ENTERPRIZES INC.	121140	FIRST AID SUPPLIES	0.00	193.66
1011	425324	06/05/24	00000530	RLG ENTERPRIZES INC.	121140	FIRST AID SUPPLIES	0.00	70.40
1011	425324	06/05/24	00000530	RLG ENTERPRIZES INC.	121140	FIRST AID SUPPLIES	0.00	74.70
TOTAL CHECK							0.00	338.76
1011	425325	06/05/24	10004676	SONSRAY MACHINERY LLC	171710	RIM FRONT	0.00	865.45
1011	425326	06/05/24	10001202	SOUTH COAST AIR QUALITY	171710	FAC. ID 167951	0.00	161.81
1011	425327	06/05/24	10001202	SOUTH COAST AIR QUALITY	352363	FAC ID 187237	0.00	161.81

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	425328	06/05/24	00000226	SOUTHERN CALIFORNIA EDIS	170670	7733 BEACH/MAY-24	0.00	15.14
1011	425328	06/05/24	00000226	SOUTHERN CALIFORNIA EDIS	860810	8552 BEACH/MAY-24	0.00	69.42
1011	425328	06/05/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	8491 DALE/MAY-24	0.00	70.60
1011	425328	06/05/24	00000226	SOUTHERN CALIFORNIA EDIS	170670	8001 VAL VIEW/MAY-24	0.00	22,597.03
1011	425328	06/05/24	00000226	SOUTHERN CALIFORNIA EDIS	352510	8242 LINDEN/MAY-24	0.00	28,701.13
1011	425328	06/05/24	00000226	SOUTHERN CALIFORNIA EDIS	860810	8111 COMNWLTH/MAY-24	0.00	30.39
1011	425328	06/05/24	00000226	SOUTHERN CALIFORNIA EDIS	560230	70581 PAGE/MAY-24	0.00	86.64
1011	425328	06/05/24	00000226	SOUTHERN CALIFORNIA EDIS	660241	8400 LAKEKNOLL/MAY-24	0.00	2,339.76
TOTAL CHECK							0.00	53,910.11
1011	425329	06/05/24	00000126	SPARKLETTS WATER	170670	BOTTLED WATER SV	0.00	1,230.99
1011	425330	06/05/24	10006963	SPEAKWRITE, LLC	650305	TRANSCRIBE/MARCH-24	0.00	1,637.90
1011	425331	06/05/24	00005362	DAVE FLANAGAN	650303	AXIS Q6075-E PAN/TILT/	248.00	3,448.00
1011	425331	06/05/24	00005362	DAVE FLANAGAN	650303	AXIS Q6010-E QUAD CAME	139.50	1,939.50
1011	425331	06/05/24	00005362	DAVE FLANAGAN	860810	CAMERA REPAIR	0.00	550.00
TOTAL CHECK							387.50	5,937.50
1011	425332	06/05/24	10009496	T & G GLOBAL, LLC	170670	LED TREE LIGHT/MAY-24	0.00	945.00
1011	425333	06/05/24	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	183.16
1011	425334	06/05/24	10003630	STATE CONTROLLER'S OFFIC	631140	2024 OFFSET PROGRAM	0.00	836.45
1011	425335	06/05/24	10005252	STETSON ENGINEERS INC	396814	MASTER WATER PL/APR24	0.00	33,343.75
1011	425336	06/05/24	10013657	PWC UNITED VENTURES	650208	FAC.PD TRG 6/17-19/24	0.00	1,500.00
1011	425337	06/05/24	10012245	THE SHADE RESERVE	170670	WINDOW SHADES FOR BREA	0.00	2,411.00
1011	425338	06/05/24	10013671	DION ALAN THOMAS	275210	JUNETEENTH CELEBRATE	0.00	200.00
1011	425339	06/05/24	10013022	TINA TRAN	650208	WLLE CONF 9/6-8/2023	0.00	306.69
1011	425340	06/05/24	10009442	CONNOR JAMES TRAUT	101101	REIMB/SAC EXPENSES	0.00	689.95
1011	425341	06/05/24	10006340	WEATHERPROOFING TECHNOLO	170670	ROOF LEAK INVESTIGATIO	0.00	970.00
1011	425342	06/05/24	00000231	U S POSTMASTER	632110	PMT#196 POSTAGE	0.00	5,694.00
1011	425343	06/05/24	10002020	ULINE, INC.	650103	MODEL NO. H-4116BR - L	19.79	274.79
1011	425343	06/05/24	10002020	ULINE, INC.	650103	MODEL NO. H-3636BL DEL	51.24	711.24
1011	425343	06/05/24	10002020	ULINE, INC.	650103	SHIPPING AND HANDLING	0.00	141.98
TOTAL CHECK							71.03	1,128.01
1011	425344	06/05/24	10013584	ALYSSA ULTRERAS	275220	CHOREO/ROCK 2 OF 2	0.00	600.00
1011	425345	06/05/24	10013676	UNITED PARCEL SERVICE	650302	SHIPPING CHARGES	0.00	28.62
1011	425346	06/05/24	10013213	JOHN VALENTINO P.I.	121110	INVESTIGATION	0.00	2,880.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	425347	06/05/24	00001911	JEFF VAN SICKLE	275135	YT OFFIC 5/11-24/24	0.00	160.00
1011	425348	06/05/24	10002032	VERIZON WIRELESS	860810	54202108400001 MAY-24	0.00	286.50
1011	425349	06/05/24	10002032	VERIZON WIRELESS	650303	54237315000001 MAY-24	0.00	2,606.32
1011	425350	06/05/24	10002032	VERIZON WIRELESS	352363	87008359200001 MAY-24	0.00	371.14
1011	425350	06/05/24	10002032	VERIZON WIRELESS	170670	87008359200001 MAY-24	0.00	824.26
TOTAL CHECK							0.00	1,195.40
1011	425351	06/05/24	10002032	VERIZON WIRELESS	560210	56130691500002 MAY-24	0.00	41.51
1011	425351	06/05/24	10002032	VERIZON WIRELESS	105105	56130691500002 MAY-24	0.00	41.51
1011	425351	06/05/24	10002032	VERIZON WIRELESS	998100	56130691500002 MAY-24	0.00	72.35
1011	425351	06/05/24	10002032	VERIZON WIRELESS	352363	56130691500002 MAY-24	0.00	76.02
1011	425351	06/05/24	10002032	VERIZON WIRELESS	115110	56130691500002 MAY-24	0.00	118.20
1011	425351	06/05/24	10002032	VERIZON WIRELESS	101101	56130691500002 MAY-24	0.00	118.21
1011	425351	06/05/24	10002032	VERIZON WIRELESS	170670	56130691500002 MAY-24	0.00	542.18
TOTAL CHECK							0.00	1,009.98
1011	425352	06/05/24	10002032	VERIZON WIRELESS	275105	56130691500007 MAY-24	0.00	336.58
1011	425353	06/05/24	00008608	VISION SERVICE PLAN-(CA)	73	MAY-24 INVOICE	0.00	3,771.19
1011	425354	06/05/24	10013674	HIEN VO	731120	REF/ADU-23-57	0.00	605.00
1011	425355	06/05/24	10009561	WATER SOURCE SOLUTIONS I	170670	WATER SYS/JUNE-24	0.00	148.70
1011	425355	06/05/24	10009561	WATER SOURCE SOLUTIONS I	106131	WATER SYS/JUNE-24	0.00	148.70
TOTAL CHECK							0.00	297.40
1011	425356	06/05/24	00000142	WAXIE SANITARY SUPPLY, I	11	TISSUE TOILET ROLL (80	102.10	1,419.50
1011	425356	06/05/24	00000142	WAXIE SANITARY SUPPLY, I	11	RV TOILET TISSUE 80 PE	95.36	1,325.86
1011	425356	06/05/24	00000142	WAXIE SANITARY SUPPLY, I	11	TISSUE FACIAL 2PLY WHI	14.13	196.45
1011	425356	06/05/24	00000142	WAXIE SANITARY SUPPLY, I	11	DOGGIE WALK BAGS	81.13	1,127.98
TOTAL CHECK							292.72	4,069.79
1011	425357	06/05/24	00000141	WEST COAST ARBORISTS INC	560641	TREE PRUNING/MAY-24	0.00	20,653.75
1011	425358	06/05/24	10009209	WEST GROVE VOLLEYBALL, L	275120	VOLLEYBALL/SPRING-24	0.00	721.52
1011	425359	06/05/24	10002036	WRIGHTS LABOR SERVICES	732031	LONGWORTH CHG ORD	0.00	2,883.00
1011	425360	06/05/24	10013658	WSATI SO.CAL CHAPTER, IN	650208	TRG CF-24, 9/15-19/24	0.00	350.00
1011	425361	06/05/24	10000416	YMCA OF ANAHEIM, CORPORA	275120	STARS/SPRING-24	0.00	586.53
1011	425362	06/05/24	10006857	YARDLEY ORGILL CO., INC.	352363	HYDRANT REPAIR	0.00	2,637.05
1011	425363	06/05/24	10011660	YUNEX, LLC	560230	EXTRA SIG MT MAR-24	0.00	1,417.00
1011	425363	06/05/24	10011660	YUNEX, LLC	560230	EXTRA SIG MT APR-24	0.00	8,045.24
1011	425363	06/05/24	10011660	YUNEX, LLC	560230	EXTRA SIG.MT MAR-24	0.00	144.21
TOTAL CHECK							0.00	9,606.45

SELECTION CRITERIA: transact.trans_date between '20240523 00:00:00.000' and '20240605 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
TOTAL CASH ACCOUNT							1,850.52	1,414,218.37
TOTAL FUND							1,850.52	1,414,218.37
TOTAL REPORT							1,850.52	1,414,218.37

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $21,030.26 COVERING RETIREE PAYROLL ENDING MAY 31, 2024.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: The claims and demands in the sum of $21,030.26, set forth on the 2-page register attached to this resolution and made a part here of have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2024 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____

City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2024.

_____
City Clerk

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

SELECTION CRITERIA: checkhis.pay_run='MNR'
ALL CHECKS

PAYRUN: MNR
DATE: 06/04/2024

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
375099	.00	3.00		BEVINS, RONALD	9413
375100	.00	3.00		CHESSEN, DONNA	9428
375101	.00	153.00		DENNY, JOHNNIE	9440
375102	.00	153.00		FAIRMAN, ERIC	9451
375103	.00	153.00		GONZALES, ROBERT	9461
375104	.00	3.00		HAMBY, PAUL	9466
375105	.00	153.00		JACKSON, GARY	9482
375106	.00	153.00		KIMERY, ERIC	9012
375107	.00	15.00		LONG, LINDA	9664
375108	.00	3.00		MACIS, NORMA	9504
375109	.00	3.00		MAYS, MARY	9677
375110	.00	153.00		MCCAY, DONALD	9517
375111	.00	43.00		ROBLES, AMPARO	9550
375112	.00	153.00		SCHWENGEL, LLOYD	9558
375113	.00	3.00		SIGLER, CAROL	9620
375114	.00	15.00		TRUJILLO, FRANK	9663
375115	.00	151.00		TUTHILL, LOREN	9581
375116	.00	45.00		VAZQUEZ, JOE	9691
375117	.00	3.00		WINNER, SAMUEL	9589
V375118	15.00	.00		AGUIRRE, RICHARD	9624
V375119	263.00	.00		BANKS, TAMRA	9687
V375120	15.00	.00		BECKER, LLOYD	9409
V375121	151.00	.00		BERRY, STEVE	9682
V375122	167.79	.00		BISBING, KRISTOPHER	9675
V375123	153.00	.00		BORREGARD, MICHAEL	9416
V375124	153.00	.00		BRANUM, TERRY	9418
V375125	1,441.88	.00		CARNEY, PATRICK	9014
V375126	43.00	.00		CIAMPA, LISA	9429
V375127	151.00	.00		CISNEROS, RUDY	9625
V375128	43.00	.00		CLARK, LAURENCE	9430
V375129	308.00	.00		CONN, SANDRA	9676
V375130	43.00	.00		COX, BARBARA	9435
V375131	3.00	.00		CRISP, BEVERLY	9612
V375132	153.00	.00		DASCENZI, PHILLIP	9438
V375133	43.00	.00		DESOUCY, DOLORES	9441
V375134	153.00	.00		DIXON, JAMES	9442
V375135	153.00	.00		DOCK, HENRY	9443
V375136	3.00	.00		EERNISSE, NOLA	9448
V375137	151.00	.00		FONCECA, ARTHUR	9456
V375138	712.14	.00		FORSYTH, RICHARD	9680
V375139	153.00	.00		FROST, FRANK	9458
V375140	308.00	.00		HAINLEY, LAWRENCE	9651
V375141	174.00	.00		HENEIN, NABIL	9662
V375142	153.00	.00		HESTER, KATHLEEN	9627
V375143	153.00	.00		HICKEN, GARY	9475
V375144	263.00	.00		HOLGUIN, ALEXANDER	9604
V375145	151.00	.00		JACKSON, TERESA	9628
V375146	153.00	.00		JONES, MICHAEL	9656
V375147	43.00	.00		JONES, SHIRLEY	9486
V375148	151.00	.00		JONES, WILLIAM	9485

SELECTION CRITERIA: checkhis.pay_run='MNR'
ALL CHECKS

V375149	43.00	.00	KELLY, ANDREA	9661
V375150	153.00	.00	KIRBY, GEORGE	9488
V375151	43.00	.00	KIRK, BRET	9490
V375152	989.86	.00	KOHANEK, WILLIAM	9669
V375153	3.00	.00	KYLE, LESLIE	9493
V375154	153.00	.00	LININGER, RODNEY	9497
V375155	15.00	.00	LITCHFIELD, WILLIAM	9630
V375156	151.00	.00	LOEHR, LOTHAR	9499
V375157	1,441.88	.00	LOVCHIK, MICHAEL	9684
V375158	43.00	.00	LOWRY, MARILYN	9501
V375159	153.00	.00	LUCENTI, THOMAS	9502
V375160	43.00	.00	MALOUFF, JOSEPHINE	9505
V375161	153.00	.00	MANNING, BRUCE	9506
V375162	43.00	.00	MARTIN, GLORIA	9508
V375163	43.00	.00	MARTINEZ, DAVID	9649
V375164	153.00	.00	MARTINEZ, MANUEL	9667
V375165	153.00	.00	MCNEILLY, MICHAEL	9522
V375166	15.00	.00	MEALER, JAMES	9523
V375167	153.00	.00	MONSON, THOMAS	9638
V375168	308.00	.00	MOTE, ROBERT	9600
V375169	2,093.07	.00	PELTON, GREGORY	9699
V375170	153.00	.00	PENA, RICHARD	9598
V375171	153.00	.00	POTTER, BRUCE	9541
V375172	153.00	.00	POWELL, ROGER	9672
V375173	43.00	.00	REDDICK, SUZANNE	9655
V375174	151.00	.00	RILEY, MARGARET	9681
V375175	43.00	.00	ROGERS, REGINA	9631
V375176	49.00	.00	ROONEY, MARIAN	9622
V375177	153.00	.00	SANDERS, DARYL	9553
V375178	15.00	.00	SANDOVAL, SANTIAGO	9658
V375179	153.00	.00	SCHOALES, JAMES	9555
V375180	43.00	.00	SELLS, ROBIN	9659
V375181	43.00	.00	SHEARN, WYNNETTE	9641
V375182	994.50	.00	SIANEZ, COREY	9690
V375183	153.00	.00	STEWARD, GREGORY	9572
V375184	153.00	.00	SWISHER, JOHN	9652
V375185	153.00	.00	SYLVESTER, DAVID	9574
V375186	15.00	.00	TEMPLETON, JOHN	9686
V375187	151.00	.00	TILTON, SHALICE	9683
V375188	577.00	.00	VREDENBURGH, JOHN	9657
V375189	153.00	.00	WADELL, VERN	9584
V375190	739.30	.00	WARSINSKI, RICKY	9645
V375191	151.00	.00	WHITESIDE, JOHN	9668
V375192	43.00	.00	WHITLOCK, JOHN	9633
V375193	2,824.84	.00	WORRALL, GARY	9685
V375194	43.00	.00	WYMAN, GUADALUPE	9592

PAYRUN TOTAL
CHECK: 96 19,669.26 1,361.00

TOTAL
CHECKS: 96 19,669.26 1,361.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $981,406.53 COVERING REGULAR PAYROLL ENDING JUNE 07, 2024

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: The claims and demands in the sum of $981,406.53 set forth on this 9-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2024 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2024.

_____
City Clerk

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

SELECTION CRITERIA: checkhis.pay_run in ('MN4','MO1')
ALL CHECKS

PAYRUN: MN4
DATE: 05/31/2024

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
375098	.00	2,933.13		SCHAETZL, RANA	431
PAYRUN TOTAL					
CHECK: 1	.00	2,933.13			

SELECTION CRITERIA: checkhis.pay_run in ('MN4','MO1')
ALL CHECKS

PAYRUN: MO1
DATE: 06/14/2024

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
V375195	246.19	.00		CABRERA, AMBER	248
V375196	4,052.38	.00		COPPING, SARA	951
V375197	1,005.31	.00		DIAZ, MICHELLE	419
V375198	2,454.84	.00		DIEZ, KARINA	169
V375199	2,184.38	.00		ENGLEBRECHT, BRIDGET	261
V375200	2,538.92	.00		FEWER, JESSICA	580
V375201	6,932.19	.00		FRANCE, AARON	1650
V375202	2,701.37	.00		MEDINA, YARETZA	8
V375203	561.77	.00		MUNOZ, MICHELLE	440
V375204	589.05	.00		AHN, JOYCE	263
V375205	654.18	.00		BROWN, ARTHUR	655
V375206	468.53	.00		SONNE, SUSAN	5161
V375207	505.56	.00		TRAUT, CONNOR	5399
V375208	964.09	.00		AVITIA, LISA	114
V375209	2,681.32	.00		BADILLO, ANNA PATRICIA	168
V375210	1,628.15	.00		GUERRA, SARAH	1470
V375211	5,017.92	.00		JIMENEZ, ADRIA	2297
V375212	723.75	.00		KIRK, RALPH	384
V375213	2,663.41	.00		LOPEZ, ANGELICA	2928
V375214	2,885.21	.00		CASTRO, GWENDOLYNE	503
V375215	5,988.12	.00		FENTON, EDWARD	1564
V375216	1,380.48	.00		GONZALEZ, JACQUELINE	157
V375217	1,732.65	.00		KERN, DONNA	2574
V375218	2,396.25	.00		PREVO, DOREKA	390
V375219	3,304.49	.00		VALDEZ, REBECCA	5490
V375220	1,623.22	.00		BUENROSTRO, PATRICIA	227
V375221	3,874.11	.00		GARCIA, ADRIAN	1700
V375222	1,099.76	.00		GLAVIN, BARBARA	1768
V375223	1,854.88	.00		HERNANDEZ, GLORIA	2092
V375224	8,909.33	.00		HYUN, SUNG	2248
V375225	2,030.04	.00		KIM, MIN	2584
V375226	2,039.81	.00		LOVEJOY, REBEKAH	76
V375227	2,317.71	.00		MENDOZA, MARIA	3293
V375228	688.03	.00		OZAKI, GRACE	3881
V375229	1,892.10	.00		PAK, TIMOTHY	3955
V375230	2,553.68	.00		PEREZ, JESSICA	4111
V375231	2,404.48	.00		TOMASSETTI, JEEVANI	5623
V375232	2,050.89	.00		TRAN, KRYSTLE	242
V375233	4,066.32	.00		AVERELL, MARK	272
V375234	2,244.72	.00		COLES-GUZMAN, MARY	950
V375235	2,161.53	.00		KENNEDY, SEAN	111
V375236	1,725.80	.00		BELTRAN, CINDY	467
V375237	475.20	.00		CARDENAS, MARGARET	336
V375238	3,110.51	.00		CULL, ROBERT	1012
V375239	2,697.65	.00		LESTER, ALEXANDER	2868
V375240	1,745.26	.00		MACIAS, JUDITH	2996
V375241	2,256.94	.00		MAYORQUIN, RAYMUNDO	221
V375242	2,594.00	.00		TART, ANDRE	5235
V375243	3,967.74	.00		CAMACHO, MARIO	731
V375244	1,904.22	.00		CASTANEDA, GUADALUPE	280

SELECTION CRITERIA: checkhis.pay_run in ('MN4','MO1')
ALL CHECKS

V375245	2,225.37	.00	CASTELLANOS, CARLOS	515
V375246	2,285.86	.00	CATALDO, JOHN	766
V375247	1,007.31	.00	COHEN-DORON, JILL	841
V375248	1,947.98	.00	DAVIS-VALENTINE, SUZANNE	1085
V375249	2,393.82	.00	DE LA PAZ, TIANNA	297
V375250	952.95	.00	DINH, MICHELLE	433
V375251	5,703.84	.00	FOULKES, MATTHEW	9
V375252	3,595.40	.00	LUNA, HARALD	264
V375253	2,658.54	.00	MCALEESE, IAN	159
V375254	4,269.06	.00	MESHRAM, SWATI	3321
V375255	3,063.13	.00	NAVARRO, SANDRA	93
V375256	2,266.74	.00	SANTOS, RUTH	4640
V375257	1,691.76	.00	TAE, RAY	5196
V375258	3,637.25	.00	THAI, LOTUS	536
V375259	2,108.31	.00	ZAPIEN, ERNESTINE	5777
V375260	2,408.72	.00	ARDAIZ, LANA	190
V375261	3,152.20	.00	DHAUW, MELISSA	1170
V375262	2,782.36	.00	SUAREZ, SARABETH	5169
V375263	2,952.95	.00	YOON, JIWON	91
V375264	829.42	.00	BARR, LISA	366
V375265	2,275.15	.00	COTA, LORRAINE	954
V375266	5,589.33	.00	GEYER, BRADLEY	1692
V375267	4,309.68	.00	HONG, ALEX	2130
V375268	2,300.65	.00	MARTINEZ, JESSICA	2936
V375269	5,903.37	.00	NGUYEN, NGHIA	3755
V375270	6,555.31	.00	NUNES, FRANK	3813
V375271	1,450.31	.00	CHARNES, LANCE	783
V375272	5,683.80	.00	DIERINGER, RYAN	1145
V375273	3,358.07	.00	JIMENEZ, ROBERT	352
V375274	2,871.25	.00	KIM, HYUN	328
V375275	2,736.69	.00	LAM, DAVID	2790
V375276	635.66	.00	LOVCHIK, MICHAEL	6
V375277	4,024.14	.00	MIKIEWICZ, SIMON	3360
V375278	1,720.35	.00	NOVOTNY, MARY	3705
V375279	2,242.51	.00	SEMAAN, NADIA	4740
V375280	1,155.48	.00	WEAVER, CHAD	5577
V375281	2,238.87	.00	ALCALA, BRITTANY	58
V375282	3,336.24	.00	BARAJAS, MAYRA	357
V375283	657.86	.00	BARRAZA, TAYLOR	501
V375284	2,033.20	.00	BINYON, ERIC	506
V375285	3,575.51	.00	BRANDSTETTER, JAMES	629
V375286	3,853.92	.00	BUTH, CATHERINE	561
V375287	2,225.46	.00	CARPENTER, SCARLET	1663
V375288	300.15	.00	CONN, SANDRA	961
V375289	293.61	.00	DIERINGER, REGINA	1515
V375290	3,532.43	.00	ESCOBEDO, STACEY	1530
V375291	4,239.61	.00	ESQUETINI, MARIA	1536
V375292	947.55	.00	ESTRELLA, CARL JOSEPH	415
V375293	2,265.23	.00	HERNANDEZ, ISABELLA	112
V375294	2,934.02	.00	MAERKER, ELIZABETH	3017
V375295	3,086.43	.00	MCGRATH, CODY	3220
V375296	777.24	.00	MENDOZA ESPINOZA, MYA	532
V375297	751.50	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V375298	865.42	.00	MEONO, ROBIN	351
V375299	2,165.36	.00	PALMA CARDENAS, DIANA	3970
V375300	760.07	.00	PARRA, ANGEL	498

SELECTION CRITERIA: checkhis.pay_run in ('MN4','MO1')
ALL CHECKS

V375301	687.31	.00	RAMIREZ, ARIANNA	86
V375302	969.16	.00	RODRIGUEZ VILLA, YARELI	205
V375303	2,982.10	.00	SALEH, LAILA	531
V375304	2,101.39	.00	SAUCEDA, CATHLEEN	4645
V375305	4,386.43	.00	SHERIFF, SAMANTHA	2096
V375306	657.86	.00	SILVERIO, SAMANTHA	497
V375307	2,855.01	.00	TANIGUCHI, MELISSA	5230
V375308	687.31	.00	VELLANOWETH, KRISTINE	217
V375309	385.06	.00	YBARRA, DELIA	529
V375310	2,115.65	.00	FIORE, KATE	1560
V375311	1,792.54	.00	FLOHRA, KARAN	516
V375312	2,792.34	.00	FOX, CHARITY	1641
V375313	621.05	.00	KUHN, MICHELLE	2730
V375314	327.08	.00	KUHN, TARI	2747
V375315	2,090.10	.00	LARA, KARON	103
V375316	2,973.20	.00	MENDIVEL, CHRISTINA	3299
V375317	2,254.99	.00	NGO, CATHERINE	3752
V375318	2,646.39	.00	PENDLETON, SUN	4080
V375319	1,659.18	.00	TENG, LING-FEI	2871
V375320	2,033.05	.00	UMLAH, AMBER	5435
V375321	5,653.31	.00	BATES, PATRICK	378
V375322	3,613.20	.00	BELTRAN, CHRISTINA	13
V375323	6,260.05	.00	BERNAL, DAVID	480
V375324	6,121.90	.00	BOURNE, CLIFFORD	5612
V375325	5,636.00	.00	BOYD, ROBERT	584
V375326	5,245.95	.00	BOYER, CAMERON	585
V375327	5,351.32	.00	BOYINGTON, DEVIN	594
V375328	3,667.92	.00	BRAVO, ISABEL	420
V375329	3,877.66	.00	BURNETT, DEBORAH	110
V375330	3,530.27	.00	CAMPOS, LOLANI	728
V375331	4,540.55	.00	CARNEY, THOMAS	751
V375332	3,054.16	.00	CERDA, SERGIO	240
V375333	3,006.72	.00	CHAVEZ, ALEJANDRO	182
V375334	3,000.83	.00	CHAVEZ, ANTONY	246
V375335	4,376.67	.00	CHOI, JONATHON	827
V375336	4,307.04	.00	CHRISTIANSEN, ANDREW	97
V375337	3,329.05	.00	CURATOLA, ANTHONY	350
V375338	4,912.12	.00	DAVIS, JONATHAN	1083
V375339	3,146.40	.00	EK, CHRISTOPHER	1477
V375340	5,073.12	.00	ESCAMILLA, MARIO	1529
V375341	3,967.18	.00	ESCOBEDO, DOMINICK	1521
V375342	4,512.67	.00	FRANKLIN, KEVIN	1649
V375343	7,687.42	.00	GALOS, MICHAEL	1680
V375344	4,532.66	.00	GANO, KEVIN	1742
V375345	2,005.74	.00	GARCIA, JONATHAN	514
V375346	3,448.28	.00	GONZALEZ, LUIS	164
V375347	5,542.22	.00	GONZALEZ, OSCAR	1785
V375348	4,946.94	.00	HERST, RYAN	2102
V375349	3,308.60	.00	HOGAN, CHRISTIAN MICHAEL	138
V375350	6,136.19	.00	JIMENEZ, GUSTAVO	2285
V375351	4,169.81	.00	JOHNSON, BRYAN	2300
V375352	6,513.62	.00	LEPE, SERGIO	2901
V375353	4,367.10	.00	LIRA, JOSEPH	133
V375354	3,561.96	.00	LOPEZ, GUILLERMO	2958
V375355	5,460.11	.00	LOVETERE, JOSEPH	2962
V375356	3,288.22	.00	MARTINEZ, JESUS	117

SELECTION CRITERIA: checkhis.pay_run in ('MN4','MO1')
ALL CHECKS

V375357	4,623.68	.00	MEDRANO, JULIAN	3223
V375358	3,946.65	.00	MOELLER, SARAH	3590
V375359	4,865.33	.00	MOON, DAVID	3479
V375360	2,264.14	.00	MORQUECHO, FERNANDO	510
V375361	5,515.45	.00	MUNOZ, OSCAR	3605
V375362	3,665.01	.00	MURILLO CASTRO, JULIAN	268
V375363	3,415.49	.00	NGUYEN, ANTHONY	258
V375364	5,268.17	.00	NYHUS, CHRISTOPHER	3808
V375365	6,220.53	.00	O'DETTE, DIRK	3823
V375366	3,743.54	.00	OH, WILLIAM	326
V375367	3,960.07	.00	PADILLA, VALERIE	108
V375368	6,062.12	.00	PINO, RICHARD	4171
V375369	5,942.20	.00	PROCEL, ANDY	4243
V375370	4,132.36	.00	RAMIREZ, ANGEL	4314
V375371	3,172.22	.00	RANGEL, PRISCILLA	4337
V375372	6,016.14	.00	REYES, HUGO	98
V375373	2,905.80	.00	RODRIGUEZ, CHRISTIAN	4476
V375374	4,423.23	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V375375	3,361.97	.00	RUBALCAVA, EFRAIN	4590
V375376	5,161.47	.00	SHADDOW, JON-MICHAEL	4837
V375377	4,082.55	.00	SOLIS, DANIEL	5000
V375378	3,663.29	.00	TEWELL, MELISSA	5282
V375379	5,637.00	.00	TOMSICK, MARTIN	5360
V375380	5,344.29	.00	TRAN, TUYET	5424
V375381	3,275.15	.00	TURNER, JERAMIAH	291
V375382	4,639.54	.00	WILLIAMS, JUDITH	5660
V375383	2,297.02	.00	WILLIAMS-GIROUX, JACOB	499
V375384	6,247.21	.00	COLON, BOBBY	900
V375385	5,944.65	.00	LEE, CONNOR	2861
V375386	1,930.76	.00	MAERTZ, DANA	3018
V375387	1,915.73	.00	RANGEL, JENNY	283
V375388	6,957.83	.00	RICE, JAMES	4408
V375389	4,276.88	.00	SALAZAR, RYAN	4626
V375390	2,009.70	.00	SILVA, OSCAR	4886
V375391	2,023.95	.00	VAZQUEZ-CAMACHO, MARLENE	101
V375392	5,557.80	.00	VU, JEFFREY	5519
V375393	207.04	.00	BAIR, JOHN	284
V375394	614.24	.00	CASEY, DROUETT	771
V375395	1,032.95	.00	PATTON, DANA	4060
V375396	5,315.21	.00	BAILEY, JOHN	355
V375397	4,441.67	.00	BOUDREAU, CORY	583
V375398	2,375.37	.00	BOUDREAU, LAURA	2192
V375399	2,078.14	.00	CHAN, KARA	795
V375400	4,860.92	.00	DAVENPORT, JOSEPH	1094
V375401	4,371.59	.00	GENTNER, GEORGE	1765
V375402	3,399.18	.00	KALAGIAN, BRYANT	2436
V375403	2,265.17	.00	LOMELI, LISBETH	4516
V375404	3,126.54	.00	LOPEZ, VANESSA	2929
V375405	3,633.93	.00	LOPEZ, WILLYVALDO	2941
V375406	4,516.87	.00	LOWE, AUSTIN	2956
V375407	5,439.08	.00	MORALES, FRANK	3489
V375408	1,926.04	.00	MORALES MALDONADO, IVETT	3490
V375409	1,877.77	.00	O'DETTE, NANCY	1920
V375410	3,970.95	.00	ORTEGA, MICHAEL	104
V375411	3,527.85	.00	PANTOJA, DAVID	3986
V375412	6,576.79	.00	PLUMLEE, ROGER	4180

SELECTION CRITERIA: checkhis.pay_run in ('MN4','MO1')
ALL CHECKS

V375413	2,155.56	.00	SULLIVAN, STACEY	5160
V375414	3,099.23	.00	TREADWAY, SARA	4210
V375415	4,429.27	.00	VU, KRISTINE	63
V375416	3,969.61	.00	YO, DANIEL	5752
V375417	1,969.85	.00	IBARRA, KRISTI	88
V375418	5,628.15	.00	MIKHAEL, MINA	3359
V375419	1,927.65	.00	ALMANZA, MINERVA	79
V375420	3,680.52	.00	ALQAM, NADER	71
V375421	3,623.55	.00	ARABOLU, DEEPTHI	178
V375422	2,769.09	.00	CAPISTRANO, FRANCES	74
V375423	2,496.33	.00	ESPARZA-ALMARAZ, AARON	383
V375424	2,469.33	.00	GUZMAN, HECTOR	512
V375425	2,954.60	.00	LANNAN, GREGORY	2791
V375426	2,138.53	.00	LEE, HYANG SUN	430
V375427	3,063.66	.00	MILLER, JADEN	513
V375428	2,638.31	.00	PENA, MANUEL	2933
V375429	681.86	.00	SYFRITT, MATTHEW-WAYNE	428
V375430	2,756.09	.00	TRAN, JASON	96
V375431	3,476.23	.00	WRAY, NORMAN	5725
V375432	2,245.99	.00	ZARAGOZA, EDUARDO	5788
V375433	2,717.51	.00	AUBUCHON, LAURIE	250
V375434	1,991.13	.00	GENERA, ELIZABETH	1685
V375435	3,879.96	.00	HUNT, JOSEPH	2249
V375436	1,704.65	.00	LUX, ANDREA	2972
V375437	2,208.22	.00	BACA, ANDREW	315
V375438	1,216.91	.00	BANUELOS, CHRISTOPHER	345
V375439	3,143.84	.00	BRITO, MICHAEL	642
V375440	791.86	.00	CASTRO, JOHN	540
V375441	3,062.37	.00	ESCATEL-OROSCO, PEDRO	1537
V375442	2,277.52	.00	GONZALEZ, ALEJANDRO	1783
V375443	3,921.04	.00	LIBUNAO, NINO	2912
V375444	977.15	.00	LISCANO, CHRISTOPHER	850
V375445	1,166.90	.00	MARASCO, MATTHEW	289
V375446	1,351.41	.00	MUNOZ, GENE	3600
V375447	2,519.86	.00	MUNOZ, JOHNNY	144
V375448	1,216.91	.00	NAJERA, JESSE	3630
V375449	1,216.91	.00	ORTIZ, RAYMOND	309
V375450	1,078.64	.00	PEREZ, ISAIAH	523
V375451	1,078.64	.00	RIOS, DANNY	282
V375452	2,620.02	.00	RIVERA, JOE	4450
V375453	2,371.18	.00	RODRIGUEZ, OSCAR	131
V375454	1,920.28	.00	SERNA, JUAN	4728
V375455	1,162.80	.00	SMITH, FRANKIE	541
V375456	1,324.74	.00	TOGIA, LIAMATUA	539
V375457	2,647.56	.00	TORREZ, JAVIER	69
V375458	2,833.29	.00	CARRILLO, EDWARD	765
V375459	3,243.27	.00	ELLS, ZACHARY	1500
V375460	1,868.23	.00	ENNIS, JOSEPH	262
V375461	2,714.21	.00	FINCH, BARRETT	1574
V375462	3,741.77	.00	HAGAN, KEVIN	1947
V375463	3,088.26	.00	KVENBO, SCOTT	2750
V375464	1,671.17	.00	LAUTERIO, MATTHEW	533
V375465	1,908.20	.00	MARTINEZ, MARCO	215
V375466	3,990.39	.00	MCGEE, MICHAEL	9306
V375467	2,644.80	.00	MILLER, DAVID	3390
V375468	3,527.85	.00	MOJARRO, ANDREW	3082

SELECTION CRITERIA: checkhis.pay_run in ('MN4','MO1')
ALL CHECKS

V375469	3,141.52	.00	MOORE, FRANK	3486
V375470	1,376.64	.00	MYLLES, JOSHUA	279
V375471	1,981.99	.00	PRECIADO, CAMDEN	134
V375472	2,085.05	.00	SANCHEZ, JUAN	4617
V375473	2,261.92	.00	SPEAR, ANTHONY	5011
V375474	3,123.54	.00	STEPHENSON, MARK	5122
V375475	2,299.26	.00	TAVARES, JAMEY	5231
V375476	2,891.87	.00	VENEGAS MENDEZ, JAVIER	5491
V375477	1,646.74	.00	ALVAREZ, CARLOS	136
V375478	2,269.00	.00	DAHL, TERRY	1084
V375479	1,078.64	.00	ESPINO, KEVIN	517
V375480	2,302.87	.00	GARCIA ORTEGA, JOSE	1636
V375481	1,838.17	.00	GRIMES, DAVID	1881
V375482	2,454.13	.00	GUZMAN, KEVIN	132
V375483	2,192.53	.00	KOSS, MICHAEL	2718
V375484	4,239.86	.00	MARTINEZ, GABRIEL	3139
V375485	3,606.30	.00	MELLADO, KIM	3289
V375486	2,564.94	.00	MERROW, MATTHEW	3316
V375487	2,049.78	.00	OTTEN, DAVID	3869
V375488	3,258.69	.00	PORTER, JEFFREY	4174
V375489	2,634.01	.00	RODRIGUEZ, EDWARD	4479
V375490	1,625.56	.00	RUIZ, ALEJANDRO	416
V375491	1,741.62	.00	TORRES, SALVADOR	234
V375492	2,093.77	.00	WELLS, ANTHONY	5610
V375493	1,078.64	.00	YANEZ, ANDREW	521
V375494	1,032.66	.00	AVERELL, ANDREW	349
V375495	3,308.64	.00	CAMPIZTA, ADAM	225
V375496	2,816.86	.00	MACIAS, RAYMOND	2998
V375497	2,284.13	.00	WEAR, JOHN	5606
V375498	6,168.39	.00	BOX, JAMES	576
V375499	1,966.32	.00	CHAVEZ, ARIANA	788
V375500	1,706.69	.00	CONTRERAS, SAUL	95
V375501	3,359.60	.00	KURATA, DALE	2749
V375502	23.70	.00	MARTINEZ, JUANITA	421
V375503	2,256.27	.00	MARTINEZ, SERENA	3147
V375504	2,011.60	.00	REYNOLDS, BRANDON	4384
V375505	23.70	.00	RYU, MIN	411
V375506	585.48	.00	SANCHEZ, CHRISTOPHER	236
V375507	2,315.52	.00	SANCHEZ-REYES, KEVIN	83
V375508	3,213.50	.00	SAUCEDA, MARK	4642
V375509	23.70	.00	STAINE, NADINE	401
V375510	8.70	.00	WALKER, SHARENA	524
V375511	23.70	.00	WALLACE, DEAN	402
V375512	23.70	.00	WEINSTOCK, MICHAEL	410
V375513	23.70	.00	YUN, HYEWON	432
V375514	364.98	.00	ALTAWARAH, RAMA	153
V375515	655.75	.00	ALVARADO, ADRIAN	89
V375516	261.29	.00	AMESCUA, MICHAEL	542
V375517	352.54	.00	ARIAS, SOFIA	537
V375518	319.37	.00	BAHENA, PEDRO	148
V375519	414.75	.00	BARENG, KATHERINE	33
V375520	493.56	.00	BELCHER-HALL, JACOB	333
V375521	965.69	.00	CARNES, ALISSA	34
V375522	410.61	.00	CARVENTE, GIANJAVIER	334
V375523	973.15	.00	CISNEROS, MICHELLE	812
V375524	356.68	.00	DURGIN, JAYLIND	186

SELECTION CRITERIA: checkhis.pay_run in ('MN4','MO1')
ALL CHECKS

V375525	286.18	.00	ESCAMILLA PATRICIO, DANIELLE	534
V375526	124.43	.00	FERNANDEZ, GISSEL	330
V375527	203.23	.00	GARCIA, MICHELE	171
V375528	323.50	.00	GONZALEZ, ISAAC	294
V375529	324.94	.00	GONZALEZ, LUIS	1780
V375530	497.70	.00	GRANADOS, REGINA	145
V375531	670.61	.00	GRANDE, DANIELLE	124
V375532	307.64	.00	GUERRA, ATHZIRI	141
V375533	456.22	.00	GUILLEN, JAYDEN	339
V375534	693.97	.00	GUTIERREZ, MICHELLE	1925
V375535	823.27	.00	HERNANDEZ, KATE	2091
V375536	1,013.65	.00	HOLLOWAY, ELIZABETH	2185
V375537	685.14	.00	JUBRAN, NOAH	127
V375538	398.16	.00	LEWIS, ALEC	266
V375539	954.41	.00	MAGANA, ADAM	173
V375540	261.29	.00	MAY, REBECCA	3
V375541	759.37	.00	MORENO, ANDREW	161
V375542	514.29	.00	NGHIEM, NATALIE	249
V375543	286.18	.00	NGUYEN, KEVIN	299
V375544	581.61	.00	OCHOA, ALAN	192
V375545	823.95	.00	ONTIVEROS, IZABELLA	3864
V375546	286.18	.00	RAY, SABRINA	286
V375547	997.95	.00	RIVERA GOMEZ, YAMILEX	4432
V375548	447.93	.00	RODRIGUEZ, KAREN	538
V375549	273.73	.00	RODRIGUEZ, MIKAYLA	295
V375550	398.16	.00	ROGERS, AKILI	37
V375551	352.54	.00	ROQUE, KATRINA	38
V375552	489.40	.00	RUIZ, LUIS	527
V375553	643.00	.00	RUSSELL, JEFFREY	150
V375554	304.50	.00	SALDANA, JONATHAN	4625
V375555	356.68	.00	SANCHEZ, NATHAN	504
V375556	352.54	.00	SOLIMAN, MARSEL	322
V375557	790.52	.00	SOLTERO, JESSE	177
V375558	443.79	.00	SORIA, NOAH	5004
V375559	615.28	.00	STRICKLER, LINDA	5135
V375560	298.62	.00	TAPIA, ANGELICA	306
V375561	327.66	.00	THANKESWARAN, HASHMITHAA	543
V375562	1,123.12	.00	THOMSEN, MATTHEW	194
V375563	2,543.31	.00	VAN SICKLE, MICHELLE	2076
V375564	436.96	.00	VAZQUEZ, OSCAR	152
V375565	364.98	.00	VELOZ, SABRINA	146
V375566	340.10	.00	VILLANUEVA, SAMANI	80
V375567	464.51	.00	WONGSUPHAKPHAN, BRIANNA	337
V375568	298.62	.00	ADSEN, AMELIA	211
V375569	1,339.01	.00	AGUAYO, SAVANNA	354
V375570	674.23	.00	AHANYA, PRISHA	208
V375571	149.31	.00	CATAN, KYLIE ROSE	185
V375572	703.30	.00	CLOCK, AUDREY	201
V375573	468.67	.00	GLYNN, FIONA	115
V375574	125.42	.00	GODFREY, RILEY	4
V375575	659.85	.00	MARTINEZ, EMMILY	314
V375576	1,061.34	.00	MAYA, GALILEA	324
V375577	784.60	.00	PEDROZA, ANGELINE	325
V375578	949.58	.00	RODRIGUEZ, PERLA	4488
V375579	615.13	.00	ROMERO, SYDNEY	14
V375580	721.19	.00	SINGH, YASHPREET	48

SELECTION CRITERIA: checkhis.pay_run in ('MN4','MO1')
ALL CHECKS

V375581	315.21	.00	SMITH, JOHN	210
V375582	.00	.00	TORRES, INEZ	296
V375583	49.77	.00	TRAN, KYLE	304
V375584	784.60	.00	VACA, SARAH	311
V375585	658.29	.00	ZAPATA, ALEXANDRIA	303
V375586	752.03	.00	AGUILAR, KALVIN	23
V375587	265.44	.00	BARTOLO, BRYAN	338
V375588	1,087.62	.00	BUSTAMANTE VALLADARES, DIANA	285
V375589	479.20	.00	CABUSAO, NINA MARINELLA	729
V375590	592.77	.00	CARDENAS, DIEGO	275
V375591	644.73	.00	CASTILLO, DARLENE	119
V375592	769.27	.00	CERVANTES, BRIANA	757
V375593	781.55	.00	CHOATE, RACHAEL	511
V375594	2,495.66	.00	DAVIS, TANIKKA	1082
V375595	595.12	.00	DELGADO, ISABEL	502
V375596	638.75	.00	DETERDING, CARSON	1132
V375597	2,008.73	.00	GILLIAM, VERONICA	218
V375598	745.09	.00	GUERRA, ROCCO	44
V375599	792.54	.00	GUZMAN, NADINE	1917
V375600	736.74	.00	HONG, YI	2189
V375601	3,063.54	.00	HURTADO, MARIA	353
V375602	703.41	.00	JIMENEZ, GLADIS	434
V375603	809.87	.00	LARIZ RUBALCAVA, CARLOS	429
V375604	1,854.94	.00	MARQUEZ PINEDO, ANALISA	3118
V375605	389.87	.00	MARTINEZ, JEFFREY	535
V375606	659.85	.00	MENDOZA, GISELLE	522
V375607	265.44	.00	MORISON, MATTHEW	243
V375608	2,171.02	.00	NIELSEN, ROSEMARY	3760
V375609	335.95	.00	ONTIVEROS, STEVEN	342
V375610	870.14	.00	ORTIZ, YAHAIRA	241
V375611	327.66	.00	RUFINO, JACOB	528
V375612	260.11	.00	RUIZ, ANA	4591
V375613	116.13	.00	SERRATOS, DARIAN	160
V375614	331.79	.00	SOSA, ELIANNA	341
V375615	601.28	.00	VALDEZ, NATALIA	46
V375616	207.38	.00	VEGA-MATA, PEDRO	278
V375617	236.41	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL
CHECK: 423 978,473.40 .00

TOTAL
CHECKS: 424 978,473.40 2,933.13

TREASURER'S REPORT FOR THE MONTH OF MAY 2024

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	CONSENT CALENDAR Item: 4C

Presented By	Prepared By
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

Receive and file the reports.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City of Buena Park's Investment Policy adopted by the City Council on February 13, 2024, requires the City Treasurer to submit a detailed investment report to the City Council.

Attached for review are the Treasurer's Investment Reports for the month of May 2024. All of the investments listed meet the requirements of both the Government Code and the City Investment Policy.

BUDGET IMPACT

None.

Attachments

Treasurers Report Att1of4.pdf
Treasurers Report Att2of4.pdf
Treasurers Report Att3of4.pdf
Treasurers Report Att4of4.pdf

CITY OF BUENA PARK
Treasurer's Report of Monies on Deposit
Period Ending May 31, 2024

DESCRIPTION	City Book Balance	RDA Bond Proceeds Series B	Total
Union Bank - City Checking Account	8,979,074.33	-	8,979,074.33
Union Bank - Outstanding checks	(157,263.53)	-	(157,263.53)
Union Bank - Outstanding deposits	43,571.22	-	43,571.22
	8,865,382.02	-	8,865,382.02
Local Agency Investment Fund	35,203,810.78	-	35,203,810.78
Governmental Agency Securities	34,270,396.65	-	34,270,396.65
CMBS	961,171.88	-	961,171.88
Money Market Mutual	450,167.87	1,297,138.25	1,747,306.12
Supranational	3,383,135.00	-	3,383,135.00
Corporate	23,484,488.40	-	23,484,488.40
U S Treasury	41,652,013.70	-	41,652,013.70
Payables/Receivable	2,461.83	-	2,461.83
	139,407,646.11	1,297,138.25	140,704,784.36
Total	148,273,028.13	1,297,138.25	149,570,166.38

Fund Description	Cash Balance
11 - General Fund	62,704,930.00
12 - Economic Development Fund	8,750,143.58
17 - Opioid Settlement Fund	173,181.20
18 - Local Law Enforcement Fund	93,622.49
20 - Asset Forfeiture Fund	620,455.01
21 - Capital Project Fund	(367,093.05)
22 - Prop 172 PD Augment Fund	207,779.66
23 - State Law Enf Supp Fund	68,289.37
24 - State Gas Tax Fund	5,984,965.38
25 - Measure M2	3,782,789.17
28 - HOME Deferred Loan Fund	1,802,509.97
29 - Economic Development Fund (CDBG)	(86,948.37)
30 - State OCATT Fund	(8,195.00)
31 - Calhome Program	1,248,007.42
32 - Park In-Lieu Fund	-
33 - Traffic Congestion Relief Fund	59,634.22
40 - AB 2766 (AQMD) Fund	671,097.73
52 - Water Enterprise Fund	36,254,307.27
62 - Workers' Comp Self-Ins Fund	2,538,140.37
63 - Public Liab Self-Ins Fund	1,725,703.37
65 - Accrued Leave Fund	166,482.95
71 - Equip Maint & Replacement Fund	7,548,782.98
73 - Payroll Revolving Fund	-
74 - Management Info Systems Fund	1,797,427.66
77 - Gov't Buildings Maintenance Fund	878,860.82
96 - Tourism & Marketing Dist	304,617.67
97 - Successor Fund to RDA	9,741,919.82
98 - Housing Successor Fund	2,908,754.69
Total Cash	149,570,166.38

* All investments are made in accordance with the City's adopted investment policy.
* The City has sufficient resources to meet expenditures for the next six (6) months.

PORTFOLIO SUMMARY

City of Buena Park Core | Account #405 | As of May 31, 2024

Portfolio Characteristics

Average Modified Duration	2.01
Average Coupon	2.71%
Average Purchase YTM	3.11%
Average Market YTM	4.93%
Average Quality	AA+
Average Final Maturity	2.18
Average Life	2.18

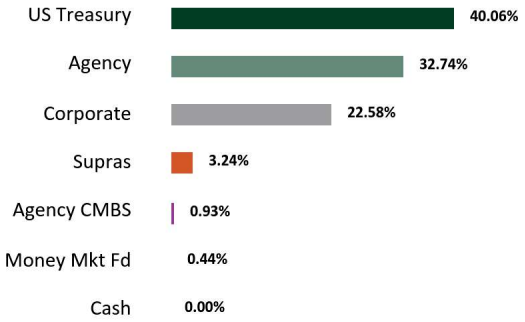
Account Summary

	Beg. Values as of 05/01/2024	End Values as of 05/31/2024
Market Value	101,470,291.23	102,242,970.29
Accrued Interest	616,943.21	650,860.35
Total Market Value	**102,087,234.44**	**102,893,830.64**
Income Earned	311,093.06	267,919.23
Cont/WD	(7,784.84)	(7,782.88)
Par	105,536,648.60	105,727,629.70
Book Value	104,375,336.40	104,603,019.19
Cost Value	104,009,214.03	104,203,835.33

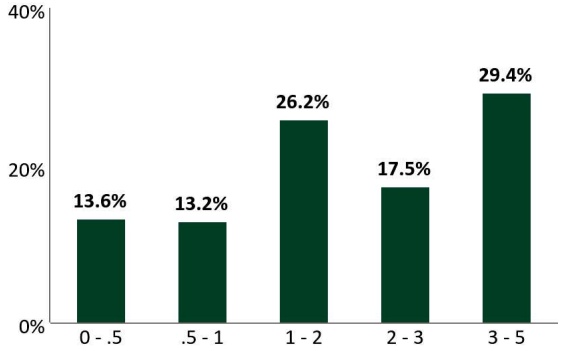
Top Issuers

United States	40.06%
Farm Credit System	12.36%
Federal Home Loan Banks	9.63%
FNMA	6.89%
FHLMC	4.80%
Inter-American Development Bank	1.84%
International Bank for Recon and Dev	1.40%
Cisco Systems, Inc.	1.22%

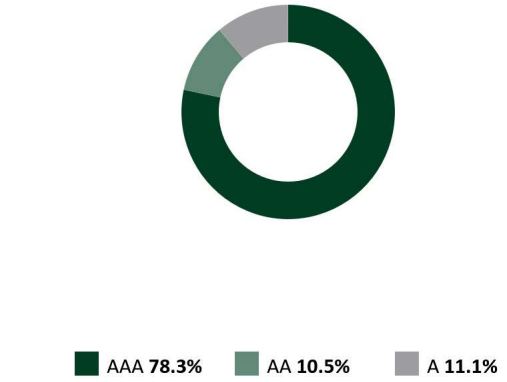
Sector Allocation



Maturity Distribution



Credit Quality



*See Footnote

Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Core	0.80%	0.74%	0.71%	3.62%	2.13%	0.23%	1.24%	1.32%	2.22%
Benchmark Return*	0.79%	0.67%	0.55%	3.31%	1.84%	0.07%	1.06%	1.18%	2.03%

*Periods over 1 year are annualized.
Benchmark: ICE BofA 0-5 Year US Treasury Index Secondary Benchmark:
The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of May 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	12.4	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	22.6	Compliant	
Max % Issuer (MV)	5.0	1.2	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of May 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	32.8	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	12.4	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max % (MV)	35.0	0.0	Compliant	
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.4	Compliant	
Max % Issuer (MV)	20.0	0.4	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of May 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	3.3	Compliant	
Max % Issuer (MV)	10.0	1.8	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	40.0	Compliant	
Max % Issuer (BV)	100.0	40.3	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY

City of Buena Park Core | Account #405 | As of May 31, 2024

Maturities / Calls

Month to Date	**(1,245,000.00)**
Fiscal Year to Date	**(22,405,000.00)**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**2,710,102.83**
Fiscal Year to Date	**46,634,495.69**

Sales

Month to Date	**(1,273,672.81)**
Fiscal Year to Date	**(21,133,475.71)**

Interest Received

Month to Date	**213,190.33**
Fiscal Year to Date	**2,163,039.33**

Purchased / Sold Interest

Month to Date	**(13,977.43)**
Fiscal Year to Date	**(62,092.30)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Book Value	104,375,336.40	101,104,268.05
Maturities/Calls	(1,245,000.00)	(22,405,000.00)
Principal Paydowns	0.00	0.00
Purchases	2,710,102.83	46,634,495.69
Sales	(1,273,672.81)	(21,133,475.71)
Change in Cash, Payables, Receivables	1,463.58	661.68
Amortization/Accretion	34,789.19	402,069.48
Realized Gain (Loss)	0.00	0.00
Ending Book Value	104,603,019.19	104,603,019.19

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Market Value	101,470,291.23	97,396,632.23
Maturities/Calls	(1,245,000.00)	(22,405,000.00)
Principal Paydowns	0.00	0.00
Purchases	2,710,102.83	46,634,495.69
Sales	(1,273,672.81)	(21,133,475.71)
Change in Cash, Payables, Receivables	1,463.58	661.68
Amortization/Accretion	34,789.19	402,069.48
Change in Net Unrealized Gain (Loss)	544,996.27	1,347,586.92
Realized Gain (Loss)	0.00	0.00
Ending Market Value	102,242,970.29	102,242,970.29

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
AGENCY									
3133EKNX0	FEDERAL FARM CREDIT BANKS FUNDING CORP 2.16 06/03/2024	1,500,000.00	07/08/2019 1.94%	1,515,675.00 1,500,017.50	100.00 2.14%	1,500,000.00 16,020.00	1.47% (17.50)	Aaa/AA+ AA+	0.01 0.01
3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	1,500,000.00	06/12/2019 2.03%	1,562,100.00 1,500,441.87	99.92 4.96%	1,498,833.84 20,005.21	1.47% (1,608.03)	Aaa/AA+ AA+	0.04 0.04
3135G0V75	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.75 07/02/2024	1,300,000.00	07/23/2019 1.88%	1,291,602.00 1,299,855.77	99.71 5.07%	1,296,255.81 9,415.97	1.27% (3,599.96)	Aaa/AA+ AA+	0.09 0.09
3130A2UW4	FEDERAL HOME LOAN BANKS 2.875 09/13/2024	1,400,000.00	09/13/2019 1.81%	1,472,646.00 1,404,142.10	99.31 5.31%	1,390,338.21 8,720.83	1.36% (13,803.89)	Aaa/AA+ AA+	0.29 0.28
3133XVDG3	FEDERAL HOME LOAN BANKS 4.375 09/13/2024	1,500,000.00	10/04/2022 4.24%	1,503,525.00 1,500,517.07	99.67 5.50%	1,495,071.98 14,218.75	1.46% (5,445.09)	Aaa/AA+ AA+	0.29 0.28
3135G0W66	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 10/15/2024	1,200,000.00	03/31/2020 0.54%	1,259,004.00 1,204,839.89	98.64 5.35%	1,183,625.60 2,491.67	1.16% (21,214.29)	Aaa/AA+ AA+	0.38 0.36
3137EAEP0	FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025	1,350,000.00	03/04/2020 0.88%	1,391,053.50 1,355,822.55	97.44 5.28%	1,315,481.12 6,131.25	1.29% (40,341.43)	Aaa/AA+ AA+	0.70 0.68
3130AUZC1	FEDERAL HOME LOAN BANKS 4.625 03/14/2025	1,000,000.00	03/16/2023 4.36%	1,004,960.00 1,001,948.57	99.51 5.26%	995,070.68 9,892.36	0.97% (6,877.89)	Aaa/AA+ AA+	0.79 0.75
3135G03U5	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025	1,300,000.00	08/11/2020 0.44%	1,311,492.00 1,302,179.06	96.05 5.22%	1,248,605.80 880.21	1.22% (53,573.26)	Aaa/AA+ AA+	0.89 0.87
3135G04Z3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025	1,400,000.00	06/18/2020 0.52%	1,398,866.00 1,399,763.13	95.36 5.12%	1,335,022.42 3,188.89	1.31% (64,740.71)	Aaa/AA+ AA+	1.05 1.01
3137EAEU9	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025	1,300,000.00	08/11/2020 0.43%	1,296,334.00 1,299,156.66	94.83 5.10%	1,232,834.58 1,760.42	1.21% (66,322.08)	Aaa/AA+ AA+	1.14 1.11
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	1,000,000.00	02/16/2021 0.52%	993,538.00 998,236.57	94.43 5.09%	944,274.98 1,000.00	0.92% (53,961.59)	Aaa/AA+ AA+	1.24 1.20
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	1,500,000.00	10/19/2020 0.47%	1,492,845.00 1,498,094.92	94.09 5.09%	1,411,294.89 1,062.50	1.38% (86,800.03)	Aaa/AA+ AA+	1.31 1.28
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	1,100,000.00	11/18/2020 0.52%	1,099,021.00 1,099,717.20	93.81 5.03%	1,031,903.55 366.67	1.01% (67,813.65)	Aaa/AA+ AA+	1.44 1.39
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	895,000.00	05/31/2023 4.31%	899,072.25 897,460.96	99.43 4.89%	889,870.53 18,906.88	0.87% (7,590.43)	Aaa/AA+ AA+	1.53 1.43

HOLDINGS REPORT

City of Buena Park Core | Account #405 | As of May 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
3133EPLC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	2,000,000.00	06/07/2023 4.37%	1,987,746.00 1,992,171.74	98.71 4.91%	1,974,101.24 21,770.83	1.93% (18,070.50)	Aaa/AA+ AA+	1.74 1.64
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	1,000,000.00	03/16/2023 4.23%	997,070.00 998,255.95	98.72 4.88%	987,249.97 8,937.50	0.97% (11,005.98)	Aaa/AA+ AA+	1.78 1.68
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	2,000,000.00	05/09/2023 3.90%	2,005,460.00 2,003,505.68	98.37 4.90%	1,967,404.34 7,333.33	1.92% (36,101.34)	Aaa/AA+ AA+	1.91 1.81
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	1,000,000.00	08/24/2023 4.82%	998,180.00 998,676.53	99.82 4.84%	998,168.87 22,298.61	0.98% (507.66)	Aaa/AA+ AA+	2.03 1.87
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00	10/31/2023 5.06%	998,600.00 998,897.60	100.26 4.87%	1,002,558.35 16,805.56	0.98% 3,660.75	Aaa/AA+ AA+	2.16 2.00
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	1,600,000.00	09/11/2023 4.50%	1,591,334.40 1,592,584.57	99.42 4.52%	1,590,707.84 16,138.89	1.56% (1,876.73)	Aaa/AA+ AA+	4.27 3.82
3133EPC45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028	2,500,000.00	11/14/2023 4.73%	2,488,100.00 2,489,397.59	100.16 4.58%	2,504,023.30 5,781.25	2.45% 14,625.71	Aaa/AA+ AA+	4.45 3.97
3133EPW84	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029	2,000,000.00	01/29/2024 4.05%	1,984,380.00 1,985,430.52	97.34 4.52%	1,946,763.06 28,631.94	1.90% (38,667.46)	Aaa/AA+ AA+	4.64 4.12
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	1,750,000.00	04/10/2024 4.66%	1,727,792.50 1,728,365.68	99.41 4.51%	1,739,751.79 10,846.35	1.70% 11,386.11	Aaa/AA+ AA+	4.86 4.30
Total Agency		**34,095,000.00**	**2.87%**	**34,270,396.65** **34,049,479.66**	**98.24** **4.83%**	**33,479,212.74** **252,605.87**	**32.74%** **(570,266.92)**	**Aaa/AA+** **AA+**	**1.84** **1.68**
AGENCY CMBS									
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	1,000,000.00	01/29/2024 4.42%	961,171.88 964,878.48	94.83 4.99%	948,273.70 2,703.33	0.93% (16,604.78)	Aaa/AA+ AA+	3.24 2.93
Total Agency CMBS		**1,000,000.00**	**01/29/2024** **4.42%**	**961,171.88** **964,878.48**	**94.83** **4.99%**	**948,273.70** **2,703.33**	**0.93%** **(16,604.78)**	**Aaa/AA+** **AA+**	**3.24** **2.93**
CASH									
CCYUSD	Receivable	2,461.83	-- 0.00%	2,461.83 2,461.83	1.00 0.00%	2,461.83 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**2,461.83**	**0.00%**	**2,461.83** **2,461.83**	**1.00** **0.00%**	**2,461.83** **0.00**	**0.00%** **0.00**	**Aaa/AAA** **AAA**	**0.00** **0.00**

HOLDINGS REPORT

City of Buena Park Core | Account #405 | As of May 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
CORPORATE									
79466LAG9	SALESFORCE INC 0.625 07/15/2024	145,000.00	06/29/2021 0.64%	144,926.05 144,997.04	99.42 5.37%	144,163.02 342.36	0.14% (834.02)	A1/A+ NA	0.12 0.12
69371RQ66	PACCAR FINANCIAL CORP 1.8 02/06/2025	750,000.00	06/09/2022 3.33%	720,862.50 742,482.58	97.61 5.42%	732,084.77 4,312.50	0.72% (10,397.81)	A1/A+ NA	0.69 0.66
87612EBL9	TARGET CORP 2.25 04/15/2025	700,000.00	03/14/2022 2.54%	693,847.00 698,262.30	97.43 5.30%	681,992.14 2,012.50	0.67% (16,270.16)	A2/A A	0.87 0.84
06367WB85	BANK OF MONTREAL 1.85 05/01/2025	750,000.00	08/12/2021 0.97%	774,285.00 755,990.54	96.72 5.57%	725,389.88 1,156.25	0.71% (30,600.66)	A2/A- AA-	0.92 0.89
91159HHZ6	US BANCORP 1.45 05/12/2025	1,000,000.00	12/29/2021 1.33%	1,003,770.00 1,000,988.96	96.31 5.50%	963,086.31 765.28	0.94% (37,902.65)	A3/A A	0.95 0.92
78015K7H1	ROYAL BANK OF CANADA 1.15 06/10/2025	750,000.00	05/20/2021 0.95%	756,082.50 751,539.14	95.78 5.44%	718,370.63 4,096.88	0.70% (33,168.52)	A1/A AA-	1.03 0.99
89114QCK2	TORONTO-DOMINION BANK 0.75 09/11/2025	1,000,000.00	05/26/2021 0.91%	993,120.00 997,949.61	94.32 5.41%	943,225.58 1,666.67	0.92% (54,724.03)	A1/A AA-	1.28 1.24
89236TKK0	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	1,000,000.00	11/08/2022 5.36%	1,000,960.00 1,000,461.60	100.21 5.24%	1,002,092.51 3,150.00	0.98% 1,630.91	A1/A+ A+	1.45 1.37
46647PBK1	JPMORGAN CHASE & CO 2.083 04/22/2026	750,000.00	05/05/2021 1.15%	777,262.50 756,127.46	96.86 6.52%	726,440.64 1,692.44	0.71% (29,686.82)	A1/A- AA-	1.89 0.86
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00	03/16/2023 4.64%	962,870.00 977,168.31	96.58 5.24%	965,790.92 2,605.56	0.94% (11,377.39)	A3/A A	1.92 1.82
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00	08/24/2023 5.47%	1,001,440.00 1,001,060.55	100.62 5.22%	1,006,150.64 15,810.50	0.98% 5,090.09	Aa1/A+ AA	2.22 1.96
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	1,000,000.00	10/31/2023 5.91%	999,160.00 999,322.93	101.22 5.33%	1,012,224.90 5,065.06	0.99% 12,901.97	Aa3/A+ AA-	2.42 2.15
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	500,000.00	03/14/2022 2.73%	489,930.00 494,388.39	93.58 4.78%	467,916.35 2,427.78	0.46% (26,472.04)	Aa2/AA A+	2.79 2.64
09247XAN1	BLACKROCK INC 3.2 03/15/2027	750,000.00	06/03/2022 3.36%	744,562.50 746,825.52	95.77 4.84%	718,292.68 5,066.67	0.70% (28,532.84)	Aa3/AA- NA	2.79 2.61
857477CL5	STATE STREET CORP 4.993 03/18/2027	1,000,000.00	03/19/2024 5.00%	999,860.00 999,869.23	99.81 5.06%	998,105.17 10,124.69	0.98% (1,764.06)	A1/A AA-	2.80 2.56
023135CF1	AMAZON.COM INC 3.3 04/13/2027	500,000.00	06/09/2022 3.59%	493,600.00 496,207.14	95.71 4.92%	478,545.93 2,200.00	0.47% (17,661.21)	A1/AA AA-	2.87 2.68
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	750,000.00	06/29/2022 3.91%	752,805.00 751,677.53	97.30 5.00%	729,714.95 1,750.00	0.71% (21,962.58)	A2/A+ A+	2.94 2.73

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
931142EX7	WALMART INC 3.95 09/09/2027	750,000.00	09/08/2022 3.92%	751,140.00 750,740.49	97.44 4.80%	730,828.73 6,747.92	0.71% (19,911.76)	Aa2/AA AA	3.28 3.00
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	12/28/2022 4.66%	695,400.00 711,592.80	93.61 5.03%	702,097.39 2,827.08	0.69% (9,495.41)	A2/A+ A	3.38 3.14
037833DK3	APPLE INC 3.0 11/13/2027	1,000,000.00	01/27/2023 4.12%	951,990.00 965,373.44	94.61 4.71%	946,107.66 1,500.00	0.93% (19,265.78)	Aaa/AA+ NA	3.45 3.22
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	500,000.00	01/27/2023 4.30%	506,670.00 504,870.39	99.00 4.91%	494,980.85 9,008.33	0.48% (9,889.55)	A1/A+ NA	3.61 3.23
713448FL7	PEPSICO INC 3.6 02/18/2028	1,000,000.00	03/16/2023 4.29%	969,840.00 977,212.07	95.94 4.80%	959,413.76 10,300.00	0.94% (17,798.31)	A1/A+ NA	3.72 3.39
57636QAW4	MASTERCARD INC 4.875 03/09/2028	1,000,000.00	03/16/2023 4.53%	1,015,050.00 1,011,352.77	100.40 4.75%	1,004,042.44 11,104.17	0.98% (7,310.33)	Aa3/A+ NA	3.77 3.31
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,000,000.00	05/09/2023 4.07%	999,240.00 999,398.49	97.45 4.76%	974,508.12 1,575.00	0.95% (24,890.37)	A1/A+ NA	3.96 3.60
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	535,000.00	07/11/2023 4.98%	534,202.85 534,343.78	99.84 4.99%	534,137.41 10,078.06	0.52% (206.37)	A1/A A+	4.12 3.62
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	1,250,000.00	02/12/2024 4.54%	1,247,675.00 1,247,812.82	98.58 4.84%	1,232,268.85 17,500.00	1.21% (15,543.97)	A1/A+ NA	4.70 4.12
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/28/2024 4.81%	1,252,025.00 1,251,921.04	99.69 4.92%	1,246,149.51 15,998.26	1.22% (5,771.53)	A1/AA- NA	4.74 4.13
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	1,250,000.00	05/16/2024 4.81%	1,251,912.50 1,251,899.34	99.67 4.93%	1,245,848.35 15,829.86	1.22% (6,050.99)	A2/A A+	4.74 4.14
Total Corporate		**23,630,000.00**	**3.82%**	**23,484,488.40** **23,521,836.25**	**97.74** **5.11%**	**23,083,970.08** **166,713.81**	**22.58%** **(437,866.18)**	**A1/A+** **A+**	**2.79** **2.50**
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	450,167.87	-- 5.19%	450,167.87 450,167.87	1.00 5.19%	450,167.87 0.00	0.44% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**450,167.87**	**5.19%**	**450,167.87** **450,167.87**	**1.00** **5.19%**	**450,167.87** **0.00**	**0.44%** **0.00**	**Aaa/** **AAAm** **AAA**	**0.00** **0.00**
SUPRANATIONAL									

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	1,500,000.00	07/24/2023 4.19%	1,454,115.00 1,461,986.06	95.71 4.66%	1,435,685.87 20,270.83	1.40% (26,300.20)	Aaa/AAA NA	4.11 3.72
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	2,000,000.00	12/28/2023 3.96%	1,929,020.00 1,935,397.91	94.03 4.67%	1,880,633.72 12,673.61	1.84% (54,764.19)	Aaa/AAA NA	4.30 3.93
Total Supranational		**3,500,000.00**	**4.06%**	**3,383,135.00 3,397,383.97**	**94.76 4.67%**	**3,316,319.59 32,944.44**	**3.24% (81,064.39)**	**Aaa/AAA NA**	**4.22 3.84**
US TREASURY									
91282CEX5	UNITED STATES TREASURY 3.0 06/30/2024	2,000,000.00	05/31/2023 5.17%	1,954,921.88 1,996,690.47	99.82 5.12%	1,996,414.12 25,219.78	1.95% (276.35)	Aaa/AA+ AA+	0.08 0.08
912828YE4	UNITED STATES TREASURY 1.25 08/31/2024	1,500,000.00	05/26/2021 0.37%	1,542,773.44 1,503,265.42	99.00 5.29%	1,484,985.35 4,738.45	1.45% (18,280.08)	Aaa/AA+ AA+	0.25 0.25
912828YM6	UNITED STATES TREASURY 1.5 10/31/2024	1,500,000.00	10/04/2022 4.13%	1,422,187.50 1,484,375.82	98.47 5.26%	1,476,987.30 1,956.52	1.44% (7,388.52)	Aaa/AA+ AA+	0.42 0.41
912828YV6	UNITED STATES TREASURY 1.5 11/30/2024	1,500,000.00	08/26/2021 0.51%	1,547,988.28 1,507,333.22	98.13 5.34%	1,471,918.95 61.48	1.44% (35,414.27)	Aaa/AA+ AA+	0.50 0.49
91282CDN8	UNITED STATES TREASURY 1.0 12/15/2024	1,500,000.00	12/15/2021 0.97%	1,501,113.28 1,500,200.29	97.76 5.26%	1,466,381.84 6,926.23	1.43% (33,818.45)	Aaa/AA+ AA+	0.54 0.52
912828Z52	UNITED STATES TREASURY 1.375 01/31/2025	1,300,000.00	08/12/2021 0.55%	1,336,714.84 1,307,070.58	97.49 5.25%	1,267,373.04 5,991.07	1.24% (39,697.54)	Aaa/AA+ AA+	0.67 0.65
912828ZF0	UNITED STATES TREASURY 0.5 03/31/2025	1,250,000.00	03/29/2021 0.61%	1,244,531.25 1,248,865.82	96.24 5.17%	1,202,978.51 1,058.74	1.18% (45,887.31)	Aaa/AA+ AA+	0.83 0.81
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	1,500,000.00	05/26/2021 0.56%	1,481,250.00 1,495,341.30	95.25 5.18%	1,428,808.59 10.25	1.40% (66,532.71)	Aaa/AA+ AA+	1.00 0.97
91282CFE6	UNITED STATES TREASURY 3.125 08/15/2025	2,000,000.00	05/31/2023 4.36%	1,948,281.25 1,971,766.44	97.70 5.11%	1,953,984.38 18,372.25	1.91% (17,782.06)	Aaa/AA+ AA+	1.21 1.16
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	1,000,000.00	02/16/2021 0.50%	988,398.44 996,504.66	93.54 5.04%	935,351.56 217.39	0.91% (61,153.10)	Aaa/AA+ AA+	1.42 1.38
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	1,250,000.00	01/11/2021 0.49%	1,243,017.58 1,247,775.17	93.05 5.00%	1,163,134.76 1,970.30	1.14% (84,640.41)	Aaa/AA+ AA+	1.59 1.54
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	1,250,000.00	03/29/2021 0.85%	1,221,923.83 1,240,323.49	92.73 4.97%	1,159,130.86 1,571.09	1.13% (81,192.63)	Aaa/AA+ AA+	1.67 1.62
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	1,500,000.00	05/31/2023 4.17%	1,493,437.50 1,495,863.64	98.43 4.96%	1,476,503.91 17,637.36	1.44% (19,359.73)	Aaa/AA+ AA+	1.71 1.61

HOLDINGS REPORT

City of Buena Park Core | Account #405 | As of May 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	1,500,000.00	09/28/2021 0.93%	1,487,871.09 1,495,068.71	92.80 4.90%	1,392,011.72 1,905.74	1.36% (103,057.00)	Aaa/AA+ AA+	1.83 1.78
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	1,300,000.00	08/29/2022 3.36%	1,255,972.66 1,277,032.08	95.45 4.89%	1,240,839.85 2,684.78	1.21% (36,192.23)	Aaa/AA+ AA+	1.91 1.83
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	1,500,000.00	06/03/2022 2.94%	1,376,484.38 1,438,114.86	92.25 4.86%	1,383,808.59 30.74	1.35% (54,306.27)	Aaa/AA+ AA+	2.00 1.94
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	1,500,000.00	06/03/2022 2.93%	1,364,414.06 1,429,345.06	91.49 4.81%	1,372,324.22 3,142.17	1.34% (57,020.84)	Aaa/AA+ AA+	2.17 2.10
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	1,600,000.00	10/04/2022 4.00%	1,457,250.00 1,518,500.89	93.14 4.81%	1,490,187.50 7,054.95	1.46% (28,313.38)	Aaa/AA+ AA+	2.21 2.12
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	1,000,000.00	05/26/2022 2.73%	924,257.81 959,282.00	91.51 4.76%	915,078.12 1,482.24	0.90% (44,203.88)	Aaa/AA+ AA+	2.33 2.26
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	1,000,000.00	05/26/2022 2.72%	937,500.00 965,328.47	91.84 4.75%	918,437.50 34.15	0.90% (46,890.97)	Aaa/AA+ AA+	2.50 2.41
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	1,500,000.00	06/03/2022 2.95%	1,391,015.63 1,438,422.85	91.66 4.72%	1,374,902.34 7,881.18	1.34% (63,520.51)	Aaa/AA+ AA+	2.59 2.47
912828Z78	UNITED STATES TREASURY 1.5 01/31/2027	1,500,000.00	06/09/2022 3.08%	1,397,578.13 1,441,179.89	92.02 4.72%	1,380,292.97 7,541.21	1.35% (60,886.93)	Aaa/AA+ AA+	2.67 2.55
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	1,700,000.00	10/04/2022 3.94%	1,585,050.78 1,628,679.56	93.83 4.70%	1,595,144.53 11,243.82	1.56% (33,535.03)	Aaa/AA+ AA+	2.71 2.56
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	1,500,000.00	06/09/2022 3.07%	1,478,085.94 1,486,949.78	94.79 4.68%	1,421,894.54 3,586.96	1.39% (65,055.24)	Aaa/AA+ AA+	2.91 2.75
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	1,500,000.00	09/27/2022 4.20%	1,428,808.59 1,453,040.59	95.46 4.64%	1,431,914.07 11,846.13	1.40% (21,126.52)	Aaa/AA+ AA+	3.25 3.02
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,150,000.00	12/28/2022 4.02%	1,060,560.55 1,086,659.60	92.51 4.62%	1,063,884.77 1,195.31	1.04% (22,774.83)	Aaa/AA+ AA+	3.46 3.26
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	2,000,000.00	02/23/2023 4.15%	1,942,421.88 1,957,120.63	96.32 4.60%	1,926,406.24 23,461.54	1.88% (30,714.39)	Aaa/AA+ AA+	3.67 3.35
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	2,000,000.00	05/31/2023 3.84%	1,981,171.88 1,985,076.18	96.65 4.59%	1,933,046.88 12,281.42	1.89% (52,029.30)	Aaa/AA+ AA+	3.84 3.51
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	1,750,000.00	03/12/2024 4.20%	1,657,031.25 1,661,633.66	93.63 4.56%	1,638,437.50 14,789.66	1.60% (23,196.16)	Aaa/AA+ AA+	4.21 3.86
Total US Treasury		**43,050,000.00**	**2.79%**	**41,652,013.70 42,216,811.12**	**95.22 4.91%**	**40,962,564.49 195,892.90**	**40.06% (1,254,246.64)**	**Aaa/AA+ AA+**	**1.95 1.84**

HOLDINGS REPORT

City of Buena Park Core | Account #405 | As of May 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
				104,203,835.33	96.34	102,242,970.29	100.00%	Aa2/AA	2.18
Total Portfolio		105,727,629.70	3.11%	104,603,019.19	4.93%	650,860.35	(2,360,048.90)	AA	2.01
Total Market Value + Accrued						102,893,830.64			

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of May 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/01/2024	60934N104	6,937.50	FEDERATED HRMS GV O INST	1.000	5.18%	(6,937.50)	0.00	(6,937.50)	0.00
Purchase	05/02/2024	60934N104	998.25	FEDERATED HRMS GV O INST	1.000	5.17%	(998.25)	0.00	(998.25)	0.00
Purchase	05/03/2024	60934N104	16,750.00	FEDERATED HRMS GV O INST	1.000	5.17%	(16,750.00)	0.00	(16,750.00)	0.00
Purchase	05/07/2024	60934N104	2,750.00	FEDERATED HRMS GV O INST	1.000	5.17%	(2,750.00)	0.00	(2,750.00)	0.00
Purchase	05/10/2024	60934N104	42,000.00	FEDERATED HRMS GV O INST	1.000	5.17%	(42,000.00)	0.00	(42,000.00)	0.00
Purchase	05/13/2024	60934N104	576,176.25	FEDERATED HRMS GV O INST	1.000	5.17%	(576,176.25)	0.00	(576,176.25)	0.00
Purchase	05/15/2024	60934N104	12,937.50	FEDERATED HRMS GV O INST	1.000	5.17%	(12,937.50)	0.00	(12,937.50)	0.00
Purchase	05/17/2024	60934N104	770,250.00	FEDERATED HRMS GV O INST	1.000	5.17%	(770,250.00)	0.00	(770,250.00)	0.00
Purchase	05/17/2024	60934N104	1,687.50	FEDERATED HRMS GV O INST	1.000	5.17%	(1,687.50)	0.00	(1,687.50)	0.00
Purchase	05/20/2024	14913UAJ9	1,250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	100.153	4.81%	(1,251,912.50)	(13,977.43)	(1,265,889.93)	0.00
Purchase	05/28/2024	60934N104	2,703.33	FEDERATED HRMS GV O INST	1.000	5.19%	(2,703.33)	0.00	(2,703.33)	0.00
Purchase	05/31/2024	60934N104	25,000.00	FEDERATED HRMS GV O INST	1.000	5.19%	(25,000.00)	0.00	(25,000.00)	0.00
Total Purchase			**2,708,190.33**				**(2,710,102.83)**	**(13,977.43)**	**(2,724,080.26)**	**0.00**
TOTAL ACQUISITIONS			**2,708,190.33**				**(2,710,102.83)**	**(13,977.43)**	**(2,724,080.26)**	**0.00**
DISPOSITIONS										
Maturity	05/12/2024	023135BW5	(495,000.00)	AMAZON.COM INC 0.45 05/12/2024	100.000	0.45%	495,000.00	0.00	495,000.00	0.00

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of May 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Maturity	05/17/2024	14913R2L0	(750,000.00)	CATERPILLAR FINANCIAL SERVICES CORP 0.45 05/17/2024	100.000	0.45%	750,000.00	0.00	750,000.00	0.00
Total Maturity			**(1,245,000.00)**				**1,245,000.00**	**0.00**	**1,245,000.00**	**0.00**
Sale	05/08/2024	60934N104	(7,782.88)	FEDERATED HRMS GV O INST	1.000	5.17%	7,782.88	0.00	7,782.88	0.00
Sale	05/20/2024	60934N104	(1,265,889.93)	FEDERATED HRMS GV O INST	1.000	5.17%	1,265,889.93	0.00	1,265,889.93	0.00
Total Sale			**(1,273,672.81)**				**1,273,672.81**	**0.00**	**1,273,672.81**	**0.00**
TOTAL DISPOSITIONS			**(2,518,672.81)**				**2,518,672.81**	**0.00**	**2,518,672.81**	**0.00**
OTHER										
Cash Transfer	05/08/2024	CCYUSD	(7,782.88)	Cash		0.00%	(7,782.88)	0.00	(7,782.88)	0.00
Total Cash Transfer			**(7,782.88)**				**(7,782.88)**	**0.00**	**(7,782.88)**	**0.00**
Coupon	05/01/2024	3137FBBX3	0.00	FHMS K-068 A2 3.244 08/25/2027		4.41%	2,703.33	0.00	2,703.33	0.00
Coupon	05/01/2024	06367WB85	0.00	BANK OF MONTREAL 1.85 05/01/2025		0.97%	6,937.50	0.00	6,937.50	0.00
Coupon	05/03/2024	00440EAV9	0.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		4.64%	16,750.00	0.00	16,750.00	0.00
Coupon	05/07/2024	3135G06G3	0.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025		0.52%	2,750.00	0.00	2,750.00	0.00
Coupon	05/10/2024	665859AW4	0.00	NORTHERN TRUST CORP 4.0 05/10/2027		3.91%	15,000.00	0.00	15,000.00	0.00
Coupon	05/10/2024	89236TKK0	0.00	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025		5.36%	27,000.00	0.00	27,000.00	0.00
Coupon	05/12/2024	91159HHZ6	0.00	US BANCORP 1.45 05/12/2025		1.33%	7,250.00	0.00	7,250.00	0.00
Coupon	05/12/2024	023135BW5	0.00	AMAZON.COM INC 0.45 05/12/2024		0.45%	1,113.75	0.00	1,113.75	0.00

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of May 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	05/13/2024	037833DK3	0.00	APPLE INC 3.0 11/13/2027		4.12%	15,000.00	0.00	15,000.00	0.00
Coupon	05/13/2024	3133EPC45	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028		4.73%	57,812.50	0.00	57,812.50	0.00
Coupon	05/15/2024	9128283F5	0.00	UNITED STATES TREASURY 2.25 11/15/2027		4.02%	12,937.50	0.00	12,937.50	0.00
Coupon	05/17/2024	14913R2L0	0.00	CATERPILLAR FINANCIAL SERVICES CORP 0.45 05/17/2024		0.45%	1,687.50	0.00	1,687.50	0.00
Coupon	05/17/2024	58933YBH7	0.00	MERCK & CO INC 4.05 05/17/2028		4.07%	20,250.00	0.00	20,250.00	0.00
Coupon	05/31/2024	912828YV6	0.00	UNITED STATES TREASURY 1.5 11/30/2024		0.51%	11,250.00	0.00	11,250.00	0.00
Coupon	05/31/2024	912828ZT0	0.00	UNITED STATES TREASURY 0.25 05/31/2025		0.56%	1,875.00	0.00	1,875.00	0.00
Coupon	05/31/2024	91282CCF6	0.00	UNITED STATES TREASURY 0.75 05/31/2026		2.94%	5,625.00	0.00	5,625.00	0.00
Coupon	05/31/2024	91282CDK4	0.00	UNITED STATES TREASURY 1.25 11/30/2026		2.72%	6,250.00	0.00	6,250.00	0.00
Total Coupon			**0.00**				**212,192.08**	**0.00**	**212,192.08**	**0.00**
Dividend	05/31/2024	60934N104	0.00	FEDERATED HRMS GV O INST		5.18%	2,461.83	0.00	2,461.83	0.00
Total Dividend			**0.00**				**2,461.83**	**0.00**	**2,461.83**	**0.00**
TOTAL OTHER TRANSACTIONS			**(7,782.88)**				**206,871.03**	**0.00**	**206,871.03**	**0.00**

INCOME EARNED

City of Buena Park Core | Account #405 | As of May 31, 2024

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
60934N104	FEDERATED HRMS GV O INST	450,167.87	265,650.35 1,458,190.33 (1,273,672.81) 450,167.87	0.00 998.25 0.00 998.25	0.00 0.00 0.00 998.25	998.25
CCYUSD	Receivable	2,461.83	998.25 0.00 0.00 2,461.83	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**452,629.70**	**266,648.60** **1,458,190.33** **(1,273,672.81)** **452,629.70**	**0.00** **998.25** **0.00** **998.25**	**0.00** **0.00** **0.00** **998.25**	**998.25**
FIXED INCOME						
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	03/16/2023 03/20/2023 1,000,000.00	976,158.63 0.00 0.00 977,168.31	16,563.89 16,750.00 2,605.56 2,791.67	1,009.68 0.00 1,009.68 3,801.34	3,801.34
023135BW5	AMAZON.COM INC 0.45 05/12/2024	05/10/2021 05/12/2021 0.00	494,992.75 0.00 (495,000.00) 0.00	1,045.69 1,113.75 0.00 68.06	7.25 0.00 7.25 75.32	75.32
023135CF1	AMAZON.COM INC 3.3 04/13/2027	06/09/2022 06/13/2022 500,000.00	496,094.73 0.00 0.00 496,207.14	825.00 0.00 2,200.00 1,375.00	112.41 0.00 112.41 1,487.41	1,487.41
037833DK3	APPLE INC 3.0 11/13/2027	01/27/2023 01/31/2023 1,000,000.00	964,521.52 0.00 0.00 965,373.44	14,000.00 15,000.00 1,500.00 2,500.00	851.92 0.00 851.92 3,351.92	3,351.92
06367WB85	BANK OF MONTREAL 1.85 05/01/2025	08/12/2021 08/16/2021 750,000.00	756,546.55 0.00 0.00 755,990.54	6,937.50 6,937.50 1,156.25 1,156.25	0.00 (556.01) (556.01) 600.24	600.24

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	08/24/2023 08/28/2023 1,000,000.00	1,001,102.86 0.00 0.00 1,001,060.55	11,205.50 0.00 15,810.50 4,605.00	0.00 (42.31) (42.31) 4,562.69	4,562.69
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	03/14/2022 03/16/2022 500,000.00	494,217.34 0.00 0.00 494,388.39	1,469.44 0.00 2,427.78 958.33	171.05 0.00 171.05 1,129.39	1,129.39
09247XAN1	BLACKROCK INC 3.2 03/15/2027	06/03/2022 06/07/2022 750,000.00	746,728.76 0.00 0.00 746,825.52	3,066.67 0.00 5,066.67 2,000.00	96.76 0.00 96.76 2,096.76	2,096.76
14913R2L0	CATERPILLAR FINANCIAL SERVICES CORP 0.45 05/17/2024	05/10/2021 05/17/2021 0.00	749,985.33 0.00 (750,000.00) 0.00	1,537.50 1,687.50 0.00 150.00	14.67 0.00 14.67 164.67	164.67
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	05/16/2024 05/20/2024 1,250,000.00	0.00 1,251,912.50 0.00 1,251,899.34	0.00 (13,977.43) 15,829.86 1,852.43	0.00 (13.16) (13.16) 1,839.27	1,839.27
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	02/28/2024 03/01/2024 1,250,000.00	1,251,956.07 0.00 0.00 1,251,921.04	10,946.18 0.00 15,998.26 5,052.08	0.00 (35.03) (35.03) 5,017.05	5,017.05
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	07/11/2023 07/14/2023 535,000.00	534,330.25 0.00 0.00 534,343.78	7,871.19 0.00 10,078.06 2,206.88	13.53 0.00 13.53 2,220.40	2,220.40
3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	06/12/2019 06/14/2019 1,500,000.00	1,501,495.57 0.00 0.00 1,500,441.87	16,411.46 0.00 20,005.21 3,593.75	0.00 (1,053.69) (1,053.69) 2,540.06	2,540.06
3130A2UW4	FEDERAL HOME LOAN BANKS 2.875 09/13/2024	09/13/2019 09/16/2019 1,400,000.00	1,405,376.76 0.00 0.00 1,404,142.10	5,366.67 0.00 8,720.83 3,354.17	0.00 (1,234.66) (1,234.66) 2,119.50	2,119.50

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	05/31/2023 06/01/2023 895,000.00	897,597.44 0.00 0.00 897,460.96	15,550.63 0.00 18,906.88 3,356.25	0.00 (136.48) (136.48) 3,219.77	3,219.77
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	03/16/2023 03/17/2023 1,000,000.00	998,172.77 0.00 0.00 998,255.95	5,500.00 0.00 8,937.50 3,437.50	83.18 0.00 83.18 3,520.68	3,520.68
3130AUZC1	FEDERAL HOME LOAN BANKS 4.625 03/14/2025	03/16/2023 03/17/2023 1,000,000.00	1,002,159.78 0.00 0.00 1,001,948.57	6,038.19 0.00 9,892.36 3,854.17	0.00 (211.21) (211.21) 3,642.96	3,642.96
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	08/24/2023 08/28/2023 1,000,000.00	998,621.16 0.00 0.00 998,676.53	18,340.28 0.00 22,298.61 3,958.33	55.37 0.00 55.37 4,013.70	4,013.70
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	09/11/2023 09/12/2023 1,600,000.00	1,592,437.21 0.00 0.00 1,592,584.57	10,305.56 0.00 16,138.89 5,833.33	147.36 0.00 147.36 5,980.69	5,980.69
3133EKNX0	FEDERAL FARM CREDIT BANKS FUNDING CORP 2.16 06/03/2024	07/08/2019 07/09/2019 1,500,000.00	1,500,288.82 0.00 0.00 1,500,017.50	13,320.00 0.00 16,020.00 2,700.00	0.00 (271.32) (271.32) 2,428.68	2,428.68
3133EPC45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028	11/14/2023 11/15/2023 2,500,000.00	2,489,195.45 0.00 0.00 2,489,397.59	53,958.33 57,812.50 5,781.25 9,635.42	202.14 0.00 202.14 9,837.55	9,837.55
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	05/09/2023 05/10/2023 2,000,000.00	2,003,661.83 0.00 0.00 2,003,505.68	666.67 0.00 7,333.33 6,666.67	0.00 (156.14) (156.14) 6,510.52	6,510.52
3133EPLC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	06/07/2023 06/08/2023 2,000,000.00	1,991,789.57 0.00 0.00 1,992,171.74	14,895.83 0.00 21,770.83 6,875.00	382.17 0.00 382.17 7,257.17	7,257.17

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3133EPW84	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029	01/29/2024 01/31/2024 2,000,000.00	1,985,163.58 0.00 0.00 1,985,430.52	22,173.61 0.00 28,631.94 6,458.33	266.94 0.00 266.94 6,725.27	6,725.27
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	10/31/2023 11/01/2023 1,000,000.00	998,854.29 0.00 0.00 998,897.60	12,638.89 0.00 16,805.56 4,166.67	43.31 0.00 43.31 4,209.98	4,209.98
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	04/10/2024 04/15/2024 1,750,000.00	1,727,987.62 0.00 0.00 1,728,365.68	4,466.15 0.00 10,846.35 6,380.21	378.05 0.00 378.05 6,758.26	6,758.26
3133XVDG3	FEDERAL HOME LOAN BANKS 4.375 09/13/2024	10/04/2022 10/05/2022 1,500,000.00	1,500,671.19 0.00 0.00 1,500,517.07	8,750.00 0.00 14,218.75 5,468.75	0.00 (154.13) (154.13) 5,314.62	5,314.62
3135G03U5	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025	08/11/2020 08/12/2020 1,300,000.00	1,302,386.90 0.00 0.00 1,302,179.06	203.13 0.00 880.21 677.08	0.00 (207.85) (207.85) 469.23	469.23
3135G04Z3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025	06/18/2020 06/19/2020 1,400,000.00	1,399,743.85 0.00 0.00 1,399,763.13	2,605.56 0.00 3,188.89 583.33	19.27 0.00 19.27 602.61	602.61
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	02/16/2021 02/18/2021 1,000,000.00	998,115.09 0.00 0.00 998,236.57	687.50 0.00 1,000.00 312.50	121.48 0.00 121.48 433.98	433.98
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	11/18/2020 11/19/2020 1,100,000.00	1,099,700.47 0.00 0.00 1,099,717.20	2,658.33 2,750.00 366.67 458.33	16.73 0.00 16.73 475.06	475.06
3135G0V75	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.75 07/02/2024	07/23/2019 07/24/2019 1,300,000.00	1,299,711.54 0.00 0.00 1,299,855.77	7,520.14 0.00 9,415.97 1,895.83	144.23 0.00 144.23 2,040.06	2,040.06

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G0W66	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 10/15/2024	03/31/2020 04/01/2020 1,200,000.00	1,205,943.11 0.00 0.00 1,204,839.89	866.67 0.00 2,491.67 1,625.00	0.00 (1,103.21) (1,103.21) 521.79	521.79
3137EAEP0	FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025	03/04/2020 03/05/2020 1,350,000.00	1,356,527.62 0.00 0.00 1,355,822.55	4,443.75 0.00 6,131.25 1,687.50	0.00 (705.07) (705.07) 982.43	982.43
3137EAEU9	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025	08/11/2020 08/12/2020 1,300,000.00	1,299,093.66 0.00 0.00 1,299,156.66	1,354.17 0.00 1,760.42 406.25	63.00 0.00 63.00 469.25	469.25
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	10/19/2020 10/20/2020 1,500,000.00	1,497,971.62 0.00 0.00 1,498,094.92	593.75 0.00 1,062.50 468.75	123.29 0.00 123.29 592.04	592.04
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	01/29/2024 01/31/2024 1,000,000.00	963,936.64 0.00 0.00 964,878.48	2,703.33 2,703.33 2,703.33 2,703.33	941.84 0.00 941.84 3,645.17	3,645.17
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	12/28/2023 12/29/2023 2,000,000.00	1,934,122.33 0.00 0.00 1,935,397.91	7,465.28 0.00 12,673.61 5,208.33	1,275.58 0.00 1,275.58 6,483.92	6,483.92
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 1,500,000.00	1,461,201.49 0.00 0.00 1,461,986.06	15,895.83 0.00 20,270.83 4,375.00	784.58 0.00 784.58 5,159.58	5,159.58
46647PBK1	JPMORGAN CHASE & CO 2.083 04/22/2026	05/05/2021 05/07/2021 750,000.00	756,711.93 0.00 0.00 756,127.46	390.56 0.00 1,692.44 1,301.88	0.00 (584.47) (584.47) 717.41	717.41
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	02/12/2024 02/14/2024 1,250,000.00	1,247,773.26 0.00 0.00 1,247,812.82	12,812.50 0.00 17,500.00 4,687.50	39.56 0.00 39.56 4,727.06	4,727.06

INCOME EARNED

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57636QAW4	MASTERCARD INC 4.875 03/09/2028	03/16/2023 03/20/2023 1,000,000.00	1,011,613.85 0.00 0.00 1,011,352.77	7,041.67 0.00 11,104.17 4,062.50	0.00 (261.08) (261.08) 3,801.42	3,801.42
58933YBH7	MERCK & CO INC 4.05 05/17/2028	05/09/2023 05/17/2023 1,000,000.00	999,385.59 0.00 0.00 999,398.49	18,450.00 20,250.00 1,575.00 3,375.00	12.90 0.00 12.90 3,387.90	3,387.90
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	10/31/2023 11/02/2023 1,000,000.00	999,299.10 0.00 0.00 999,322.93	163.39 0.00 5,065.06 4,901.67	23.82 0.00 23.82 4,925.49	4,925.49
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	06/29/2022 07/01/2022 750,000.00	751,727.39 0.00 0.00 751,677.53	14,250.00 15,000.00 1,750.00 2,500.00	0.00 (49.86) (49.86) 2,450.14	2,450.14
69371RQ66	PACCAR FINANCIAL CORP 1.8 02/06/2025	06/09/2022 06/13/2022 750,000.00	741,550.43 0.00 0.00 742,482.58	3,187.50 0.00 4,312.50 1,125.00	932.16 0.00 932.16 2,057.16	2,057.16
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	01/27/2023 01/31/2023 500,000.00	504,984.95 0.00 0.00 504,870.39	7,091.67 0.00 9,008.33 1,916.67	0.00 (114.55) (114.55) 1,802.11	1,802.11
713448FL7	PEPSICO INC 3.6 02/18/2028	03/16/2023 03/20/2023 1,000,000.00	976,691.49 0.00 0.00 977,212.07	7,300.00 0.00 10,300.00 3,000.00	520.58 0.00 520.58 3,520.58	3,520.58
78015K7H1	ROYAL BANK OF CANADA 1.15 06/10/2025	05/20/2021 05/24/2021 750,000.00	751,666.72 0.00 0.00 751,539.14	3,378.13 0.00 4,096.88 718.75	0.00 (127.58) (127.58) 591.17	591.17
79466LAG9	SALESFORCE INC 0.625 07/15/2024	06/29/2021 07/12/2021 145,000.00	144,994.95 0.00 0.00 144,997.04	266.84 0.00 342.36 75.52	2.09 0.00 2.09 77.61	77.61

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
857477CL5	STATE STREET CORP 4.993 03/18/2027	03/19/2024 03/21/2024 1,000,000.00	999,865.25 0.00 0.00 999,869.23	5,963.86 0.00 10,124.69 4,160.83	3.97 0.00 3.97 4,164.81	4,164.81
87612EBL9	TARGET CORP 2.25 04/15/2025	03/14/2022 03/16/2022 700,000.00	698,092.90 0.00 0.00 698,262.30	700.00 0.00 2,012.50 1,312.50	169.40 0.00 169.40 1,481.90	1,481.90
89114QCK2	TORONTO-DOMINION BANK 0.75 09/11/2025	05/26/2021 05/28/2021 1,000,000.00	997,813.50 0.00 0.00 997,949.61	1,041.67 0.00 1,666.67 625.00	136.11 0.00 136.11 761.11	761.11
89236TKK0	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	11/08/2022 11/10/2022 1,000,000.00	1,000,488.76 0.00 0.00 1,000,461.60	25,650.00 27,000.00 3,150.00 4,500.00	0.00 (27.15) (27.15) 4,472.85	4,472.85
91159HHZ6	US BANCORP 1.45 05/12/2025	12/29/2021 12/31/2021 1,000,000.00	1,001,086.59 0.00 0.00 1,000,988.96	6,806.94 7,250.00 765.28 1,208.33	0.00 (97.64) (97.64) 1,110.70	1,110.70
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	10/04/2022 10/05/2022 1,600,000.00	1,515,362.41 0.00 0.00 1,518,500.89	5,010.99 0.00 7,054.95 2,043.96	3,138.48 0.00 3,138.48 5,182.43	5,182.43
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	12/28/2022 12/29/2022 1,150,000.00	1,085,103.70 0.00 0.00 1,086,659.60	11,942.31 12,937.50 1,195.31 2,190.50	1,555.91 0.00 1,555.91 3,746.41	3,746.41
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	03/12/2024 03/13/2024 1,750,000.00	1,659,850.23 0.00 0.00 1,661,633.66	10,504.81 0.00 14,789.66 4,284.86	1,783.44 0.00 1,783.44 6,068.29	6,068.29
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	08/29/2022 08/31/2022 1,300,000.00	1,276,012.01 0.00 0.00 1,277,032.08	83.90 0.00 2,684.78 2,600.88	1,020.07 0.00 1,020.07 3,620.95	3,620.95

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/04/2022 10/05/2022 1,700,000.00	1,626,444.03 0.00 0.00 1,628,679.56	7,986.26 0.00 11,243.82 3,257.56	2,235.52 0.00 2,235.52 5,493.08	5,493.08
912828YE4	UNITED STATES TREASURY 1.25 08/31/2024	05/26/2021 05/27/2021 1,500,000.00	1,504,377.82 0.00 0.00 1,503,265.42	3,158.97 0.00 4,738.45 1,579.48	0.00 (1,112.40) (1,112.40) 467.09	467.09
912828YM6	UNITED STATES TREASURY 1.5 10/31/2024	10/04/2022 10/05/2022 1,500,000.00	1,481,189.32 0.00 0.00 1,484,375.82	61.14 0.00 1,956.52 1,895.38	3,186.51 0.00 3,186.51 5,081.89	5,081.89
912828YV6	UNITED STATES TREASURY 1.5 11/30/2024	08/26/2021 08/27/2021 1,500,000.00	1,508,582.29 0.00 0.00 1,507,333.22	9,405.74 11,250.00 61.48 1,905.74	0.00 (1,249.07) (1,249.07) 656.67	656.67
912828Z52	UNITED STATES TREASURY 1.375 01/31/2025	08/12/2021 08/13/2021 1,300,000.00	1,307,968.89 0.00 0.00 1,307,070.58	4,468.75 0.00 5,991.07 1,522.32	0.00 (898.31) (898.31) 624.01	624.01
912828Z78	UNITED STATES TREASURY 1.5 01/31/2027	06/09/2022 06/10/2022 1,500,000.00	1,439,307.79 0.00 0.00 1,441,179.89	5,625.00 0.00 7,541.21 1,916.21	1,872.10 0.00 1,872.10 3,788.31	3,788.31
912828ZF0	UNITED STATES TREASURY 0.5 03/31/2025	03/29/2021 03/31/2021 1,250,000.00	1,248,749.79 0.00 0.00 1,248,865.82	529.37 0.00 1,058.74 529.37	116.04 0.00 116.04 645.41	645.41
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	05/26/2021 05/27/2021 1,500,000.00	1,494,944.54 0.00 0.00 1,495,341.30	1,567.62 1,875.00 10.25 317.62	396.76 0.00 396.76 714.38	714.38
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	02/16/2021 02/18/2021 1,000,000.00	996,295.07 0.00 0.00 996,504.66	6.79 0.00 217.39 210.60	209.59 0.00 209.59 420.18	420.18

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	01/11/2021 01/12/2021 1,250,000.00	1,247,655.85 0.00 0.00 1,247,775.17	1,571.09 0.00 1,970.30 399.21	119.32 0.00 119.32 518.53	518.53
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	03/29/2021 03/31/2021 1,250,000.00	1,239,830.93 0.00 0.00 1,240,323.49	1,171.88 0.00 1,571.09 399.21	492.56 0.00 492.56 891.77	891.77
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	09/28/2021 09/30/2021 1,500,000.00	1,494,839.86 0.00 0.00 1,495,068.71	952.87 0.00 1,905.74 952.87	228.85 0.00 228.85 1,181.72	1,181.72
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,435,483.25 0.00 0.00 1,438,114.86	4,702.87 5,625.00 30.74 952.87	2,631.60 0.00 2,631.60 3,584.47	3,584.47
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,426,572.52 0.00 0.00 1,429,345.06	2,343.75 0.00 3,142.17 798.42	2,772.54 0.00 2,772.54 3,570.96	3,570.96
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	05/26/2022 05/31/2022 1,000,000.00	957,798.73 0.00 0.00 959,282.00	741.12 0.00 1,482.24 741.12	1,483.26 0.00 1,483.26 2,224.38	2,224.38
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	05/26/2022 05/31/2022 1,000,000.00	964,149.94 0.00 0.00 965,328.47	5,225.41 6,250.00 34.15 1,058.74	1,178.53 0.00 1,178.53 2,237.27	2,237.27
91282CDN8	UNITED STATES TREASURY 1.0 12/15/2024	12/15/2021 12/16/2021 1,500,000.00	1,500,231.81 0.00 0.00 1,500,200.29	5,655.74 0.00 6,926.23 1,270.49	0.00 (31.52) (31.52) 1,238.97	1,238.97
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,436,398.57 0.00 0.00 1,438,422.85	6,284.34 0.00 7,881.18 1,596.84	2,024.28 0.00 2,024.28 3,621.12	3,621.12

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	06/09/2022 06/10/2022 1,500,000.00	1,486,569.20 0.00 0.00 1,486,949.78	112.09 0.00 3,586.96 3,474.86	380.58 0.00 380.58 3,855.44	3,855.44
91282CEX5	UNITED STATES TREASURY 3.0 06/30/2024	05/31/2023 06/01/2023 2,000,000.00	1,993,152.69 0.00 0.00 1,996,690.47	20,109.89 0.00 25,219.78 5,109.89	3,537.78 0.00 3,537.78 8,647.67	8,647.67
91282CFE6	UNITED STATES TREASURY 3.125 08/15/2025	05/31/2023 06/01/2023 2,000,000.00	1,969,777.26 0.00 0.00 1,971,766.44	13,049.45 0.00 18,372.25 5,322.80	1,989.18 0.00 1,989.18 7,311.98	7,311.98
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	09/27/2022 09/28/2022 1,500,000.00	1,451,813.15 0.00 0.00 1,453,040.59	7,897.42 0.00 11,846.13 3,948.71	1,227.44 0.00 1,227.44 5,176.15	5,176.15
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	02/23/2023 02/28/2023 2,000,000.00	1,956,127.91 0.00 0.00 1,957,120.63	17,500.00 0.00 23,461.54 5,961.54	992.73 0.00 992.73 6,954.26	6,954.26
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	05/31/2023 06/01/2023 1,500,000.00	1,495,658.14 0.00 0.00 1,495,863.64	12,527.47 0.00 17,637.36 5,109.89	205.49 0.00 205.49 5,315.38	5,315.38
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	05/31/2023 06/01/2023 2,000,000.00	1,984,745.49 0.00 0.00 1,985,076.18	6,140.71 0.00 12,281.42 6,140.71	330.69 0.00 330.69 6,471.40	6,471.40
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	12/28/2022 12/30/2022 750,000.00	710,625.60 0.00 0.00 711,592.80	983.33 0.00 2,827.08 1,843.75	967.20 0.00 967.20 2,810.95	2,810.95
931142EX7	WALMART INC 3.95 09/09/2027	09/08/2022 09/12/2022 750,000.00	750,760.21 0.00 0.00 750,740.49	4,279.17 0.00 6,747.92 2,468.75	0.00 (19.72) (19.72) 2,449.03	2,449.03

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
			104,108,687.80	616,943.21	45,242.79	
			1,251,912.50	198,214.65	(10,453.61)	
			(1,245,000.00)	650,860.35	34,789.19	
Total Fixed Income		**105,275,000.00**	**104,150,389.49**	**232,131.79**	**266,920.98**	**266,920.98**
			104,375,336.40	616,943.21	45,242.79	
			2,710,102.83	199,212.90	(10,453.61)	
			(2,518,672.81)	650,860.35	34,789.19	
TOTAL PORTFOLIO		**105,727,629.70**	**104,603,019.19**	**233,130.04**	**267,919.23**	**267,919.23**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JUNE 2024							
06/10/2024	Coupon	78015K7H1	750,000.00	ROYAL BANK OF CANADA 1.15 06/10/2025		4,312.50	4,312.50
06/12/2024	Coupon	3130ATUC9	895,000.00	FEDERAL HOME LOAN BANKS 4.5 12/12/2025		20,137.50	20,137.50
06/12/2024	Coupon	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		23,750.00	23,750.00
06/14/2024	Coupon	3130A1XJ2	1,500,000.00	FEDERAL HOME LOAN BANKS 2.875 06/14/2024		21,562.50	21,562.50
06/14/2024	Final Maturity	3130A1XJ2	1,500,000.00	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	1,500,000.00		1,500,000.00
06/17/2024	Coupon	3135G04Z3	1,400,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025		3,500.00	3,500.00
06/17/2024	Coupon	91282CDN8	1,500,000.00	UNITED STATES TREASURY 1.0 12/15/2024		7,500.00	7,500.00
06/25/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
June 2024 Total					**1,500,000.00**	**83,465.83**	**1,583,465.83**
JULY 2024							
07/01/2024	Coupon	91282CBC4	1,250,000.00	UNITED STATES TREASURY 0.375 12/31/2025		2,343.75	2,343.75
07/01/2024	Coupon	91282CDQ1	1,500,000.00	UNITED STATES TREASURY 1.25 12/31/2026		9,375.00	9,375.00
07/01/2024	Coupon	91282CEX5	2,000,000.00	UNITED STATES TREASURY 3.0 06/30/2024		30,000.00	30,000.00
07/01/2024	Final Maturity	91282CEX5	2,000,000.00	UNITED STATES TREASURY 3.0 06/30/2024	2,000,000.00		2,000,000.00
07/02/2024	Coupon	3135G0V75	1,300,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.75 07/02/2024		11,375.00	11,375.00
07/02/2024	Final Maturity	3135G0V75	1,300,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.75 07/02/2024	1,300,000.00		1,300,000.00
07/10/2024	Coupon	69371RS31	500,000.00	PACCAR FINANCIAL CORP 4.6 01/10/2028		11,500.00	11,500.00
07/12/2024	Coupon	459058KT9	1,500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		26,250.00	26,250.00
07/15/2024	Coupon	24422EXB0	535,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		13,241.25	13,241.25
07/15/2024	Coupon	79466LAG9	145,000.00	SALESFORCE INC 0.625 07/15/2024		453.13	453.13
07/15/2024	Final Maturity	79466LAG9	145,000.00	SALESFORCE INC 0.625 07/15/2024	145,000.00		145,000.00
07/18/2024	Coupon	3133EPW84	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029		38,750.00	38,750.00
07/22/2024	Coupon	3137EAEU9	1,300,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025		2,437.50	2,437.50
07/25/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/30/2024	Coupon	3133EPZY4	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		25,000.00	25,000.00
07/31/2024	Coupon	912828Z52	1,300,000.00	UNITED STATES TREASURY 1.375 01/31/2025		8,937.50	8,937.50
07/31/2024	Coupon	912828Z78	1,500,000.00	UNITED STATES TREASURY 1.5 01/31/2027		11,250.00	11,250.00
07/31/2024	Coupon	91282CBH3	1,250,000.00	UNITED STATES TREASURY 0.375 01/31/2026		2,343.75	2,343.75
07/31/2024	Coupon	91282CCP4	1,500,000.00	UNITED STATES TREASURY 0.625 07/31/2026		4,687.50	4,687.50
07/31/2024	Coupon	91282CGH8	2,000,000.00	UNITED STATES TREASURY 3.5 01/31/2028		35,000.00	35,000.00
July 2024 Total					**3,445,000.00**	**235,647.71**	**3,680,647.71**
AUGUST 2024							
08/06/2024	Coupon	69371RQ66	750,000.00	PACCAR FINANCIAL CORP 1.8 02/06/2025		6,750.00	6,750.00
08/09/2024	Coupon	532457CK2	1,250,000.00	ELI LILLY AND CO 4.5 02/09/2029		28,125.00	28,125.00
08/12/2024	Coupon	3137EAEP0	1,350,000.00	FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025		10,125.00	10,125.00
08/15/2024	Coupon	9128282A7	1,600,000.00	UNITED STATES TREASURY 1.5 08/15/2026		12,000.00	12,000.00
08/15/2024	Coupon	9128284V9	1,750,000.00	UNITED STATES TREASURY 2.875 08/15/2028		25,156.25	25,156.25
08/15/2024	Coupon	912828V98	1,700,000.00	UNITED STATES TREASURY 2.25 02/15/2027		19,125.00	19,125.00
08/15/2024	Coupon	91282CFE6	2,000,000.00	UNITED STATES TREASURY 3.125 08/15/2025		31,250.00	31,250.00
08/15/2024	Coupon	91282CGL9	1,500,000.00	UNITED STATES TREASURY 4.0 02/15/2026		30,000.00	30,000.00
08/19/2024	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		27,630.00	27,630.00
08/19/2024	Coupon	713448FL7	1,000,000.00	PEPSICO INC 3.6 02/18/2028		18,000.00	18,000.00
08/26/2024	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
08/26/2024	Coupon	3133EPLC7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026		41,250.00	41,250.00
08/26/2024	Coupon	3135G05X7	1,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025		1,875.00	1,875.00
08/26/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
08/27/2024	Coupon	14913UAJ9	1,250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		30,312.50	30,312.50
August 2024 Total						**314,614.58**	**314,614.58**
SEPTEMBER 2024							
09/03/2024	Coupon	912828YE4	1,500,000.00	UNITED STATES TREASURY 1.25 08/31/2024		9,375.00	9,375.00
09/03/2024	Final Maturity	912828YE4	1,500,000.00	UNITED STATES TREASURY 1.25 08/31/2024	1,500,000.00		1,500,000.00
09/03/2024	Coupon	91282CFH9	1,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		23,437.50	23,437.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/09/2024	Coupon	3130AWTR1	1,600,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		35,000.00	35,000.00
09/09/2024	Coupon	57636QAW4	1,000,000.00	MASTERCARD INC 4.875 03/09/2028		24,375.00	24,375.00
09/09/2024	Coupon	931142EX7	750,000.00	WALMART INC 3.95 09/09/2027		14,812.50	14,812.50
09/11/2024	Coupon	89114QCK2	1,000,000.00	TORONTO-DOMINION BANK 0.75 09/11/2025		3,750.00	3,750.00
09/13/2024	Coupon	3130A2UW4	1,400,000.00	FEDERAL HOME LOAN BANKS 2.875 09/13/2024		20,125.00	20,125.00
09/13/2024	Final Maturity	3130A2UW4	1,400,000.00	FEDERAL HOME LOAN BANKS 2.875 09/13/2024	1,400,000.00		1,400,000.00
09/13/2024	Coupon	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026		20,625.00	20,625.00
09/13/2024	Coupon	3133XVDG3	1,500,000.00	FEDERAL HOME LOAN BANKS 4.375 09/13/2024		32,812.50	32,812.50
09/13/2024	Final Maturity	3133XVDG3	1,500,000.00	FEDERAL HOME LOAN BANKS 4.375 09/13/2024	1,500,000.00		1,500,000.00
09/16/2024	Coupon	084664CZ2	500,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		5,750.00	5,750.00
09/16/2024	Coupon	09247XAN1	750,000.00	BLACKROCK INC 3.2 03/15/2027		12,000.00	12,000.00
09/16/2024	Coupon	3130AUZC1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.625 03/14/2025		23,125.00	23,125.00
09/18/2024	Coupon	4581X0DC9	2,000,000.00	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028		31,250.00	31,250.00
09/18/2024	Coupon	857477CL5	1,000,000.00	STATE STREET CORP 4.993 03/18/2027		24,965.00	24,965.00
09/23/2024	Coupon	3137EAEX3	1,500,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025		2,812.50	2,812.50
09/25/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
09/30/2024	Coupon	912828ZF0	1,250,000.00	UNITED STATES TREASURY 0.5 03/31/2025		3,125.00	3,125.00
09/30/2024	Coupon	91282CBT7	1,500,000.00	UNITED STATES TREASURY 0.75 03/31/2026		5,625.00	5,625.00
09/30/2024	Coupon	91282CCZ2	1,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		4,375.00	4,375.00
09/30/2024	Coupon	91282CGT2	2,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		36,250.00	36,250.00
September 2024 Total					**4,400,000.00**	**336,293.33**	**4,736,293.33**
OCTOBER 2024							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/10/2024	Coupon	3133ERAK7	1,750,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029		38,281.25	38,281.25
10/15/2024	Coupon	023135CF1	500,000.00	AMAZON.COM INC 3.3 04/13/2027		8,250.00	8,250.00
10/15/2024	Coupon	3135G0W66	1,200,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 10/15/2024		9,750.00	9,750.00
10/15/2024	Final Maturity	3135G0W66	1,200,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 10/15/2024	1,200,000.00		1,200,000.00
10/15/2024	Coupon	87612EBL9	700,000.00	TARGET CORP 2.25 04/15/2025		7,875.00	7,875.00
10/15/2024	Coupon	91324PDE9	750,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		11,062.50	11,062.50
10/22/2024	Coupon	3135G03U5	1,300,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025		4,062.50	4,062.50
10/22/2024	Coupon	46647PBK1	750,000.00	JPMORGAN CHASE & CO 2.083 04/22/2026		7,811.25	7,811.25
10/25/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
10/28/2024	Coupon	3133EPHH1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026		40,000.00	40,000.00
10/30/2024	Coupon	61690U7W4	1,000,000.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		29,410.00	29,410.00
10/31/2024	Coupon	9128286S4	1,300,000.00	UNITED STATES TREASURY 2.375 04/30/2026		15,437.50	15,437.50
10/31/2024	Coupon	912828YM6	1,500,000.00	UNITED STATES TREASURY 1.5 10/31/2024		11,250.00	11,250.00
10/31/2024	Final Maturity	912828YM6	1,500,000.00	UNITED STATES TREASURY 1.5 10/31/2024	1,500,000.00		1,500,000.00
10/31/2024	Coupon	91282CAT8	1,000,000.00	UNITED STATES TREASURY 0.25 10/31/2025		1,250.00	1,250.00
10/31/2024	Coupon	91282CEN7	1,500,000.00	UNITED STATES TREASURY 2.75 04/30/2027		20,625.00	20,625.00
October 2024 Total					**2,700,000.00**	**207,768.33**	**2,907,768.33**
NOVEMBER 2024							
11/01/2024	Coupon	06367WB85	750,000.00	BANK OF MONTREAL 1.85 05/01/2025		6,937.50	6,937.50
11/04/2024	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		16,750.00	16,750.00
11/07/2024	Coupon	3135G06G3	1,100,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025		2,750.00	2,750.00
11/12/2024	Coupon	665859AW4	750,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		15,000.00	15,000.00
11/12/2024	Coupon	89236TKK0	1,000,000.00	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025		27,000.00	27,000.00
11/12/2024	Coupon	91159HHZ6	1,000,000.00	US BANCORP 1.45 05/12/2025		7,250.00	7,250.00
11/13/2024	Coupon	037833DK3	1,000,000.00	APPLE INC 3.0 11/13/2027		15,000.00	15,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/13/2024	Coupon	3133EPC45	2,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028		57,812.50	57,812.50
11/15/2024	Coupon	9128283F5	1,150,000.00	UNITED STATES TREASURY 2.25 11/15/2027		12,937.50	12,937.50
11/18/2024	Coupon	58933YBH7	1,000,000.00	MERCK & CO INC 4.05 05/17/2028		20,250.00	20,250.00
11/25/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
November 2024 Total						**184,390.83**	**184,390.83**
DECEMBER 2024							
12/02/2024	Coupon	912828YV6	1,500,000.00	UNITED STATES TREASURY 1.5 11/30/2024		11,250.00	11,250.00
12/02/2024	Final Maturity	912828YV6	1,500,000.00	UNITED STATES TREASURY 1.5 11/30/2024	1,500,000.00		1,500,000.00
12/02/2024	Coupon	912828ZT0	1,500,000.00	UNITED STATES TREASURY 0.25 05/31/2025		1,875.00	1,875.00
12/02/2024	Coupon	91282CCF6	1,500,000.00	UNITED STATES TREASURY 0.75 05/31/2026		5,625.00	5,625.00
12/02/2024	Coupon	91282CDK4	1,000,000.00	UNITED STATES TREASURY 1.25 11/30/2026		6,250.00	6,250.00
12/10/2024	Coupon	78015K7H1	750,000.00	ROYAL BANK OF CANADA 1.15 06/10/2025		4,312.50	4,312.50
12/12/2024	Coupon	3130ATUC9	895,000.00	FEDERAL HOME LOAN BANKS 4.5 12/12/2025		20,137.50	20,137.50
12/12/2024	Coupon	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		23,750.00	23,750.00
12/16/2024	Coupon	91282CDN8	1,500,000.00	UNITED STATES TREASURY 1.0 12/15/2024		7,500.00	7,500.00
12/16/2024	Final Maturity	91282CDN8	1,500,000.00	UNITED STATES TREASURY 1.0 12/15/2024	1,500,000.00		1,500,000.00
12/17/2024	Coupon	3135G04Z3	1,400,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025		3,500.00	3,500.00
12/25/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
12/31/2024	Coupon	91282CBC4	1,250,000.00	UNITED STATES TREASURY 0.375 12/31/2025		2,343.75	2,343.75
12/31/2024	Coupon	91282CDQ1	1,500,000.00	UNITED STATES TREASURY 1.25 12/31/2026		9,375.00	9,375.00
December 2024 Total					**3,000,000.00**	**98,622.08**	**3,098,622.08**
JANUARY 2025							
01/10/2025	Coupon	69371RS31	500,000.00	PACCAR FINANCIAL CORP 4.6 01/10/2028		11,500.00	11,500.00
01/13/2025	Coupon	459058KT9	1,500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		26,250.00	26,250.00
01/14/2025	Coupon	24422EXB0	535,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		13,241.25	13,241.25
01/21/2025	Coupon	3133EPW84	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029		38,750.00	38,750.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/21/2025	Coupon	3137EAEU9	1,300,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025		2,437.50	2,437.50
01/27/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
01/30/2025	Coupon	3133EPZY4	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		25,000.00	25,000.00
01/31/2025	Coupon	912828Z52	1,300,000.00	UNITED STATES TREASURY 1.375 01/31/2025		8,937.50	8,937.50
01/31/2025	Final Maturity	912828Z52	1,300,000.00	UNITED STATES TREASURY 1.375 01/31/2025	1,300,000.00		1,300,000.00
01/31/2025	Coupon	912828Z78	1,500,000.00	UNITED STATES TREASURY 1.5 01/31/2027		11,250.00	11,250.00
01/31/2025	Coupon	91282CBH3	1,250,000.00	UNITED STATES TREASURY 0.375 01/31/2026		2,343.75	2,343.75
01/31/2025	Coupon	91282CCP4	1,500,000.00	UNITED STATES TREASURY 0.625 07/31/2026		4,687.50	4,687.50
01/31/2025	Coupon	91282CGH8	2,000,000.00	UNITED STATES TREASURY 3.5 01/31/2028		35,000.00	35,000.00
January 2025 Total					**1,300,000.00**	**182,100.83**	**1,482,100.83**
FEBRUARY 2025							
02/06/2025	Coupon	69371RQ66	750,000.00	PACCAR FINANCIAL CORP 1.8 02/06/2025		6,750.00	6,750.00
02/06/2025	Final Maturity	69371RQ66	750,000.00	PACCAR FINANCIAL CORP 1.8 02/06/2025	750,000.00		750,000.00
02/10/2025	Coupon	532457CK2	1,250,000.00	ELI LILLY AND CO 4.5 02/09/2029		28,125.00	28,125.00
02/12/2025	Coupon	3137EAEP0	1,350,000.00	FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025		10,125.00	10,125.00
02/12/2025	Final Maturity	3137EAEP0	1,350,000.00	FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025	1,350,000.00		1,350,000.00
02/18/2025	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		27,630.00	27,630.00
02/18/2025	Coupon	713448FL7	1,000,000.00	PEPSICO INC 3.6 02/18/2028		18,000.00	18,000.00
02/18/2025	Coupon	9128282A7	1,600,000.00	UNITED STATES TREASURY 1.5 08/15/2026		12,000.00	12,000.00
02/18/2025	Coupon	9128284V9	1,750,000.00	UNITED STATES TREASURY 2.875 08/15/2028		25,156.25	25,156.25
02/18/2025	Coupon	912828V98	1,700,000.00	UNITED STATES TREASURY 2.25 02/15/2027		19,125.00	19,125.00
02/18/2025	Coupon	91282CFE6	2,000,000.00	UNITED STATES TREASURY 3.125 08/15/2025		31,250.00	31,250.00
02/18/2025	Coupon	91282CGL9	1,500,000.00	UNITED STATES TREASURY 4.0 02/15/2026		30,000.00	30,000.00
02/25/2025	Coupon	3135G05X7	1,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025		1,875.00	1,875.00
02/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
02/26/2025	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
02/26/2025	Coupon	3133EPLC7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026		41,250.00	41,250.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/27/2025	Coupon	14913UAJ9	1,250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		30,312.50	30,312.50
02/28/2025	Coupon	91282CFH9	1,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		23,437.50	23,437.50
February 2025 Total					**2,100,000.00**	**338,052.08**	**2,438,052.08**
MARCH 2025							
03/10/2025	Coupon	3130AWTR1	1,600,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		35,000.00	35,000.00
03/10/2025	Coupon	57636QAW4	1,000,000.00	MASTERCARD INC 4.875 03/09/2028		24,375.00	24,375.00
03/10/2025	Coupon	931142EX7	750,000.00	WALMART INC 3.95 09/09/2027		14,812.50	14,812.50
03/11/2025	Coupon	89114QCK2	1,000,000.00	TORONTO-DOMINION BANK 0.75 09/11/2025		3,750.00	3,750.00
03/13/2025	Coupon	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026		20,625.00	20,625.00
03/14/2025	Coupon	3130AUZC1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.625 03/14/2025		23,125.00	23,125.00
03/14/2025	Final Maturity	3130AUZC1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.625 03/14/2025	1,000,000.00		1,000,000.00
03/17/2025	Coupon	084664CZ2	500,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		5,750.00	5,750.00
03/17/2025	Coupon	09247XAN1	750,000.00	BLACKROCK INC 3.2 03/15/2027		12,000.00	12,000.00
03/18/2025	Coupon	4581X0DC9	2,000,000.00	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028		31,250.00	31,250.00
03/18/2025	Coupon	857477CL5	1,000,000.00	STATE STREET CORP 4.993 03/18/2027		24,965.00	24,965.00
03/24/2025	Coupon	3137EAEX3	1,500,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025		2,812.50	2,812.50
03/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
03/31/2025	Coupon	912828ZF0	1,250,000.00	UNITED STATES TREASURY 0.5 03/31/2025		3,125.00	3,125.00
03/31/2025	Final Maturity	912828ZF0	1,250,000.00	UNITED STATES TREASURY 0.5 03/31/2025	1,250,000.00		1,250,000.00
03/31/2025	Coupon	91282CBT7	1,500,000.00	UNITED STATES TREASURY 0.75 03/31/2026		5,625.00	5,625.00
03/31/2025	Coupon	91282CCZ2	1,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		4,375.00	4,375.00
03/31/2025	Coupon	91282CGT2	2,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		36,250.00	36,250.00
March 2025 Total					**2,250,000.00**	**250,543.33**	**2,500,543.33**
APRIL 2025							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/10/2025	Coupon	3133ERAK7	1,750,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029		38,281.25	38,281.25
04/14/2025	Coupon	023135CF1	500,000.00	AMAZON.COM INC 3.3 04/13/2027		8,250.00	8,250.00
04/15/2025	Coupon	87612EBL9	700,000.00	TARGET CORP 2.25 04/15/2025		7,875.00	7,875.00
04/15/2025	Final Maturity	87612EBL9	700,000.00	TARGET CORP 2.25 04/15/2025	700,000.00		700,000.00
04/15/2025	Coupon	91324PDE9	750,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		11,062.50	11,062.50
04/22/2025	Coupon	3135G03U5	1,300,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025		4,062.50	4,062.50
04/22/2025	Final Maturity	3135G03U5	1,300,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025	1,300,000.00		1,300,000.00
04/22/2025	Coupon	46647PBK1	750,000.00	JPMORGAN CHASE & CO 2.083 04/22/2026		7,811.25	7,811.25
04/22/2025	Effective Maturity	46647PBK1	750,000.00	JPMORGAN CHASE & CO 2.083 04/22/2026	750,000.00		750,000.00
04/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
04/28/2025	Coupon	3133EPHH1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026		40,000.00	40,000.00
04/30/2025	Coupon	61690U7W4	1,000,000.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		29,410.00	29,410.00
04/30/2025	Coupon	9128286S4	1,300,000.00	UNITED STATES TREASURY 2.375 04/30/2026		15,437.50	15,437.50
04/30/2025	Coupon	91282CAT8	1,000,000.00	UNITED STATES TREASURY 0.25 10/31/2025		1,250.00	1,250.00
04/30/2025	Coupon	91282CEN7	1,500,000.00	UNITED STATES TREASURY 2.75 04/30/2027		20,625.00	20,625.00
April 2025 Total					**2,750,000.00**	**186,768.33**	**2,936,768.33**
Grand Total			**211,200,000.00**		**23,445,000.00**	**2,418,267.29**	**25,863,267.29**

PORTFOLIO SUMMARY

City of Buena Park Liquid | Account #406 | As of May 31, 2024

Portfolio Characteristics

Average Modified Duration	0.00
Average Coupon	4.34%
Average Purchase YTM	4.34%
Average Market YTM	4.34%
Average Quality	AAA
Average Final Maturity	0.00
Average Life	0.00

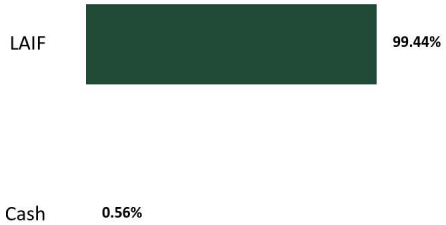
Account Summary

	Beg. Values as of 05/01/2024	End Values as of 05/31/2024
Market Value	28,094,649.42	35,203,810.78
Accrued Interest	0.00	0.00
Total Market Value	**28,094,649.42**	**35,203,810.78**
Income Earned	260,849.77	0.00
Cont/WD	4,000,000.00	7,000,000.00
Par	28,094,649.42	35,203,810.78
Book Value	28,094,649.42	35,203,810.78
Cost Value	28,094,649.42	35,203,810.78

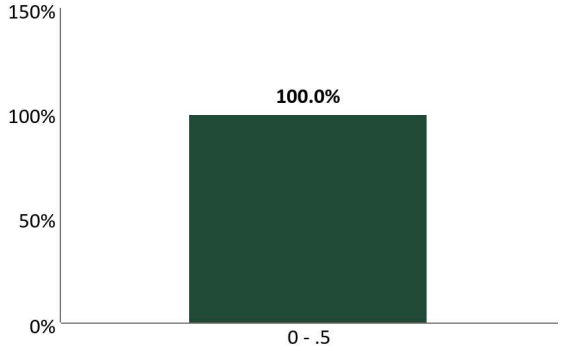
Top Issuers

LAIF	99.44%

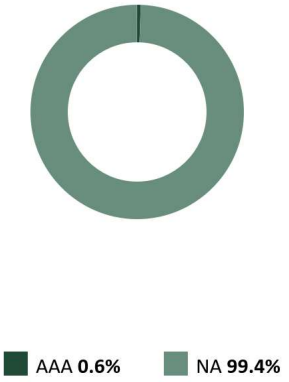
Sector Allocation



Maturity Distribution



Credit Quality



*See Footnote

Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Liquid	0.37%	1.09%	1.77%	4.07%	3.10%	2.17%	1.86%	1.54%	1.73%
Benchmark Return*	0.48%	1.36%	2.21%	5.45%	4.29%	2.89%	2.12%	1.47%	1.47%

*Periods over 1 year are annualized.
Benchmark: ICE BofA 3-Month US Treasury Bill Index Secondary Benchmark:
The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

RECONCILIATION SUMMARY

City of Buena Park Liquid | Account #406 | As of May 31, 2024

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**7,000,000.00**
Fiscal Year to Date	**34,340,207.47**

Sales

Month to Date	**0.00**
Fiscal Year to Date	**(25,500,000.00)**

Interest Received

Month to Date	**0.00**
Fiscal Year to Date	**840,207.47**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Book Value	28,094,649.42	26,167,766.57
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	7,000,000.00	34,340,207.47
Sales	0.00	(25,500,000.00)
Change in Cash, Payables, Receivables	109,161.36	195,836.74
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	35,203,810.78	35,203,810.78

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Market Value	28,094,649.42	26,167,766.57
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	7,000,000.00	34,340,207.47
Sales	0.00	(25,500,000.00)
Change in Cash, Payables, Receivables	109,161.36	195,836.74
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	35,203,810.78	35,203,810.78

HOLDINGS REPORT

City of Buena Park Liquid | Account #406 | As of May 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	195,836.74	--	195,836.74	1.00	195,836.74	0.56%	Aaa/AAA	0.00
			0.00%	195,836.74	0.00%	0.00	0.00	AAA	0.00
				195,836.74	**1.00**	**195,836.74**	**0.56%**	**Aaa/AAA**	**0.00**
Total Cash		**195,836.74**	**0.00%**	**195,836.74**	**0.00%**	**0.00**	**0.00**	**AAA**	**0.00**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	35,007,974.04	--	35,007,974.04	1.00	35,007,974.04	99.44%	NA/NA	0.00
			4.36%	35,007,974.04	4.36%	0.00	0.00	NA	0.00
				35,007,974.04	**1.00**	**35,007,974.04**	**99.44%**	**NA/NA**	**0.00**
Total LAIF		**35,007,974.04**	**4.36%**	**35,007,974.04**	**4.36%**	**0.00**	**0.00**	**NA**	**0.00**
				35,203,810.78	**1.00**	**35,203,810.78**	**100.00%**	**Aaa/AAA**	**0.00**
Total Portfolio		**35,203,810.78**	**4.34%**	**35,203,810.78**	**4.34%**	**0.00**	**0.00**	**AAA**	**0.00**
Total Market Value + Accrued						**35,203,810.78**			

TRANSACTION LEDGER

City of Buena Park Liquid | Account #406 | As of May 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/16/2024	90LAIF$00	3,000,000.00	Local Agency Investment Fund State Pool	1.000	4.36%	(3,000,000.00)	0.00	(3,000,000.00)	0.00
Purchase	05/31/2024	90LAIF$00	4,000,000.00	Local Agency Investment Fund State Pool	1.000	4.36%	(4,000,000.00)	0.00	(4,000,000.00)	0.00
Total Purchase			**7,000,000.00**				**(7,000,000.00)**	**0.00**	**(7,000,000.00)**	**0.00**
TOTAL ACQUISITIONS			**7,000,000.00**				**(7,000,000.00)**	**0.00**	**(7,000,000.00)**	**0.00**
OTHER										
Cash Transfer	05/16/2024	CCYUSD	3,000,000.00	Cash		0.00%	3,000,000.00	0.00	3,000,000.00	0.00
Cash Transfer	05/31/2024	CCYUSD	4,000,000.00	Cash		0.00%	4,000,000.00	0.00	4,000,000.00	0.00
Total Cash Transfer			**7,000,000.00**				**7,000,000.00**	**0.00**	**7,000,000.00**	**0.00**
TOTAL OTHER TRANSACTIONS			**7,000,000.00**				**7,000,000.00**	**0.00**	**7,000,000.00**	**0.00**

INCOME EARNED

City of Buena Park Liquid | Account #406 | As of May 31, 2024

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
CCYUSD	Receivable	195,836.74	86,675.38 0.00 0.00 195,836.74	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			86,675.38 **0.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
Total Cash & Equivalents		**195,836.74**	**195,836.74**	**0.00**	**0.00**	**0.00**
LAIF						
90LAIF$00	Local Agency Investment Fund State Pool	35,007,974.04	28,007,974.04 7,000,000.00 0.00 35,007,974.04	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			28,007,974.04 **7,000,000.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
Total LAIF		**35,007,974.04**	**35,007,974.04**	**0.00**	**0.00**	**0.00**
			28,094,649.42 **7,000,000.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**35,203,810.78**	**35,203,810.78**	**0.00**	**0.00**	**0.00**

CASH FLOW REPORT

City of Buena Park Liquid | Account #406 | As of May 31, 2024

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JUNE 2024							
06/03/2024	Dividend		0.00		109,161.36		109,161.36
June 2024 Total					**109,161.36**		**109,161.36**
Grand Total			**0.00**		**109,161.36**		**109,161.36**

PORTFOLIO SUMMARY

City of Buena Park RDA Series B Bond | Account #10033 | As of May 31, 2024

Portfolio Characteristics

Average Modified Duration	0.00
Average Coupon	5.17%
Average Purchase YTM	5.17%
Average Market YTM	5.17%
Average Quality	AAA
Average Final Maturity	0.00
Average Life	0.00

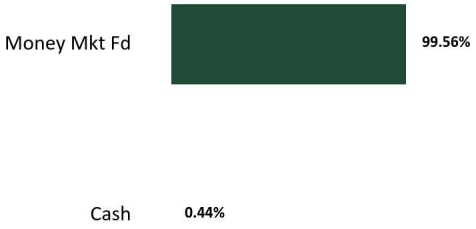
Account Summary

	Beg. Values as of 05/01/2024	End Values as of 05/31/2024
Market Value	1,291,462.51	1,297,138.25
Accrued Interest	0.00	0.00
Total Market Value	**1,291,462.51**	**1,297,138.25**
Income Earned	5,625.29	5,464.35
Cont/WD	0.00	0.00
Par	1,291,462.51	1,297,138.25
Book Value	1,291,462.51	1,297,138.25
Cost Value	1,291,462.51	1,297,138.25

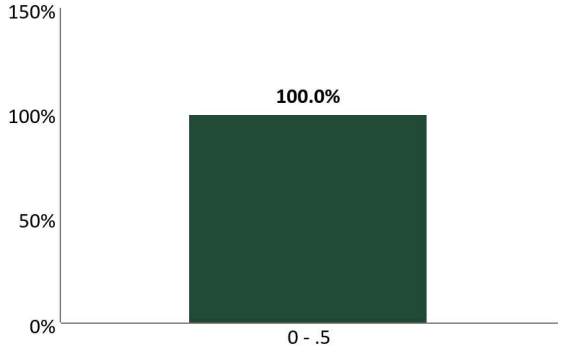
Top Issuers

Federated Hermes, Inc.	99.56%

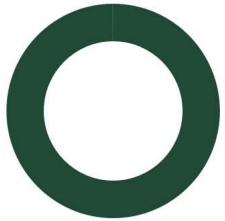
Sector Allocation



Maturity Distribution



Credit Quality





*See Footnote

Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (08/01/08)
Buena Park RDA Series B Bond	0.44%	1.31%	2.18%	5.31%	4.13%	2.75%	1.98%	1.34%	1.37%

*Periods over 1 year are annualized.
Benchmark: NO BENCHMARK REQUIRED Secondary Benchmark:
The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

STATEMENT OF COMPLIANCE

City of Buena Park RDA Series B Bond | Account #10033 | As of May 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
BANKERS' ACCEPTANCES				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	270.0	0.0	Compliant	
Min Rating (A-1+ by S&P & Moody's)	0.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	0.0	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	100.0	99.6	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	100.0	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	0.0	Compliant	

RECONCILIATION SUMMARY

City of Buena Park RDA Series B Bond | Account #10033 | As of May 31, 2024

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**5,464.35**
Fiscal Year to Date	**60,101.74**

Sales

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Interest Received

Month to Date	**5,464.35**
Fiscal Year to Date	**60,101.74**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Book Value	1,291,462.51	1,236,972.45
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	5,464.35	60,101.74
Sales	0.00	0.00
Change in Cash, Payables, Receivables	211.39	64.06
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	1,297,138.25	1,297,138.25

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Market Value	1,291,462.51	1,236,972.45
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	5,464.35	60,101.74
Sales	0.00	0.00
Change in Cash, Payables, Receivables	211.39	64.06
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	1,297,138.25	1,297,138.25

HOLDINGS REPORT

City of Buena Park RDA Series B Bond | Account #10033 | As of May 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	5,675.74	-- 0.00%	5,675.74 5,675.74	1.00 0.00%	5,675.74 0.00	0.44% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**5,675.74**	**0.00%**	**5,675.74** **5,675.74**	**1.00** **0.00%**	**5,675.74** **0.00**	**0.44%** **0.00**	**Aaa/AAA** **AAA**	**0.00** **0.00**
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	1,291,462.51	-- 5.19%	1,291,462.51 1,291,462.51	1.00 5.19%	1,291,462.51 0.00	99.56% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**1,291,462.51**	**5.19%**	**1,291,462.51** **1,291,462.51**	**1.00** **5.19%**	**1,291,462.51** **0.00**	**99.56%** **0.00**	**Aaa/ AAAm** **AAA**	**0.00** **0.00**
Total Portfolio		**1,297,138.25**	**5.17%**	**1,297,138.25** **1,297,138.25**	**1.00** **5.17%**	**1,297,138.25** **0.00**	**100.00%** **0.00**	**Aaa/AAA** **AAA**	**0.00** **0.00**
Total Market Value + Accrued						**1,297,138.25**			

TRANSACTION LEDGER

City of Buena Park RDA Series B Bond | Account #10033 | As of May 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/02/2024	60934N104	5,464.35	FEDERATED HRMS GV O INST	1.000	5.17%	(5,464.35)	0.00	(5,464.35)	0.00
Total Purchase			**5,464.35**				**(5,464.35)**	**0.00**	**(5,464.35)**	**0.00**
TOTAL ACQUISITIONS			**5,464.35**				**(5,464.35)**	**0.00**	**(5,464.35)**	**0.00**
OTHER										
Dividend	05/31/2024	60934N104	0.00	FEDERATED HRMS GV O INST		5.19%	5,675.74	0.00	5,675.74	0.00
Total Dividend			**0.00**				**5,675.74**	**0.00**	**5,675.74**	**0.00**
TOTAL OTHER TRANSACTIONS			**0.00**				**5,675.74**	**0.00**	**5,675.74**	**0.00**

INCOME EARNED

City of Buena Park RDA Series B Bond | Account #10033 | As of May 31, 2024

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
60934N104	FEDERATED HRMS GV O INST	1,291,462.51	1,285,998.16 5,464.35 0.00 1,291,462.51	0.00 5,464.35 0.00 5,464.35	0.00 0.00 0.00 5,464.35	5,464.35
CCYUSD	Receivable	5,675.74	5,464.35 0.00 0.00 5,675.74	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			1,291,462.51 **5,464.35** **0.00**	**0.00** **5,464.35** **0.00**	**0.00** **0.00** **0.00**	
Total Cash & Equivalents		**1,297,138.25**	**1,297,138.25**	**5,464.35**	**5,464.35**	**5,464.35**
			1,291,462.51 **5,464.35** **0.00**	**0.00** **5,464.35** **0.00**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**1,297,138.25**	**1,297,138.25**	**5,464.35**	**5,464.35**	**5,464.35**

CASH FLOW REPORT

City of Buena Park RDA Series B Bond | Account #10033 | As of May 31, 2024

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
Grand Total							

PROFESSIONAL SERVICES AGREEMENT WITH HUE LUU, P.E. FOR BUILDING PLAN REVIEW AND ENGINEERING SERVICES

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	CONSENT CALENDAR Item: 4D

Presented By	Prepared By
Matt Foulkes, Director of Community and Economic Development	Matt Foulkes, Director of Community and Economic Development

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a Professional Services Agreement with Hue Luu, P.E., to provide professional building plan review and engineering services in the amount of $180,000, for the Fiscal Year 2024-2025; 2) Authorize the City Manager and City Attorney to make any and all necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

One June 6, 2023, the City Council approved a similar agreement with Hue Luu, P.E., for building plan review and engineering services for the Fiscal Year 2023-2024.

DISCUSSION

Staff is requesting approval of a Professional Services Agreement with Hue Luu, P.E., to provide professional building plan review and engineering services. Mr. Luu has continuously and effectively reviewed plans for the City of Buena Park for 22 years as an employee of VCA Code Group. Mr. Luu separated from VCA Code Group and now has an independent consulting business. Mr. Luu has served as the City's primary building plan check engineer for 25 years and was the lead plan check engineer on all of the largest, most complex projects in the City including new rides and venues at Knott's Berry Farm, the Source, House of Imports Mercedes Benz, Porto's Bakery, Clark Commons, Magnolia Square, Orchard View Gardens, Ascent (Jamboree Housing), Village Circle shopping center, OnBeach, Fire Station No. 61, and Los Coyotes. Mr. Luu is a State of California licensed civil engineer and is an International Code Council (ICC) certified plans examiner.

Fees for plan check and engineering services will be charged at a fixed hourly rate of $110 per hour. Most plan check consultants, including VCA Code Group, charge 65-80% of the plan check fees collected by the City for their services. By paying an hourly rate for plan check services, the City saves between $50,000 to $85,000 over standard percentage based consultant plan review fees.

BUDGET IMPACT

The requested $180,000 in professional services costs associated with Mr. Luu was included in the Building Division's FY 2024-25 Professional and Contractual Services budget (11-6240-731150).

Attachments

PSA Hue Luu 2024-2025.pdf
Exhibit B Hue Luu.pdf

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT

DATE: July 1, 2024

SERVICES: Plan Review and Engineering Services

PROJECT: Building Plan Review and Engineering Services

PARTIES TO THE AGREEMENT:

"CITY": City of Buena Park, a California Municipal Corporation

City Representative:
Name: Aaron France
Title: City Manager
Tel.: (714) 562-3555
Email:

"CONSULTANT": Hue Luu, P.E., an individual

Consultant Representative:
Name: Hue Luu, P.E.
Title: Principal
Tel.: (714) 679-6472
Email: hluu10732@gmail.com

SUMMARY OF TERMS:

Start Date: July 1, 2024

End Date: June 30, 2025

Contract Value: $180,000.00

Services a "Public Work": NO [X] YES [___] (add "PW Exhibit")

Community Workforce Agreement: NO [X__] YES [___] (add "CWA Exhibit")

Insurance Approved By Risk Management: NO [___] YES [X]

APPROVED BY: *(select one)*

(___) Department Head
Contract Value ≤ $10,000

(___) City Manager
Contract Value ≤ $80,000

(X_) City Council
Contract Value > $80,000
("Levine Act Exhibit" Required)

AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE EXECUTED ON BEHALF OF THE CITY.

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("*Agreement*") is dated as of July 1, 2024, between the City of Buena Park, a California charter city ("*CITY*"), and Hue Luu, P.E. ("*CONSULTANT*"). CITY and CONSULTANT are at times referred to herein jointly as "Parties" and individually as a "Party."

1. TERM. The term of this Agreement shall commence on July 1, 2024 and shall remain in full force and effect until June 30, 2025 unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of this Agreement ("*Term*").

2. SERVICES. Subject to the terms and conditions in this Agreement, CONSULTANT shall provide to CITY those services that are specifically described in Exhibit "A" (the "*Services*"). CITY may request changes or expansion of the Services (each a "*Modification*") and in such cases the Modification to the Services, and any resulting increase or decrease in the Compensation to be paid CONSULTANT and/or any changes to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any Modification to the Services shall be based on the rate specified in the Compensation Schedule (defined below), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.

3. SCHEDULE OF PERFORMANCE. CONSULTANT shall commence providing the Services upon receipt of a written "Notice to Proceed" from the City Representative and CONSULTANT shall proceed only to the extent of such authorization. CONSULTANT shall perform all Services in the time required by the schedule of performance described in Exhibit "A" ("*Schedule of Performance*"), or if not specified in the Schedule of Performance in a timely and diligent manner reasonably acceptable to CITY.

4. COMPENSATION. The total compensation paid to CONSULTANT for complete performance of the Services, including any authorized reimbursable expenses, shall NOT EXCEED the total maximum sum of $180,000.00 ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within

thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT 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.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors 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 CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT 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.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of

CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and 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. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

.2 Automobile Liability: $500,000 per accident for bodily injury and property damage.

.3 Employer's Liability: $1,000,000 per accident for bodily injury or disease.

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the “Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer’s Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively “*Additional Insureds*”). Additional Insured endorsements shall not: (a) be limited to “Ongoing Operations”; (b) exclude “Contractual Operations”; (c) restrict coverage to the “Sole” liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT’s operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**HUE LUU, P.E.**
	Name of Business
Signature	Signature
Name: Aaron France	Name: Hue Luu, P.E.
Title: City Manager	Title: Consultant

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

The Services consist of professional plan review and engineering services for the Building Division, as more specifically described in Consultant's proposal dated May 21, 2024, attached and incorporated in Exhibit B ("Consultant Proposal").

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

Services shall commence upon City's issuance of a notice to proceed and will be provided over a period of 12 months on an as needed basis, as further described in Consultant's Proposal.

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

The hourly rates, and amount, and maximum per-project compensation to be paid are set forth in the Consultant's Proposal.

EXHIBIT B

Consultant Proposal Dated May 21, 2024 - Attached

EXHIBIT C

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $250 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $250 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO X

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $250 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO X

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____ _____

DATE SIGNATURE OF AUTHORIZED OFFICIAL

Hue Luu, P.E.

EXHIBIT B

Hue C. Luu PE Proposal (FY 2024-2025)

10732 La Batista Ave. Fountain Valley CA 92708
Phone: (714) 679-6472 Email: hluu10732@gmail.com

May 21, 2024

To: Matt Foulkes Community and Economic Development Director City of Buena Park

Re: Proposal for Professional Plan Review Services

I am pleased to submit this proposal to you to provide professional plan review and engineering services for the City of Buena Park. I enjoy what I do, and I would like to continue this relationship in the most efficient and cost-effective way to the City as possible. I am proposing an agreement based on an hourly rate charge for time spent, rather than a fee based on percentage of the plan review fees collected by the City. Such an arrangement would allow for a level of service that I believe would exponentially improve plan review turnaround times for the most projects and increase overall customer satisfaction. To achieve this, I propose the following:

1. Provide at least 20 hours a week in-house services to the City that will include attending development meetings, review plans and assisting project applicants and designers at the building counter. Such as arrangement would significantly reduce, and some cases eliminate, turn-around times for most small projects.
2. Large projects plan review performed off premises will be charged at the proposed hourly rate and will be based on the actual time spent performing the review. However, to avoid excessive charge for overly large or problematic projects, the hourly review fee charges for a single project shall not exceed eighty percent (80%) of the plan review fee collected by the City, unless prior arrangement with the Community and Economic Development Director.
3. An annual contract amount of not-to-exceed one-hundred sixty-seven thousand dollars ($180,000) with fee assessed at a flat rate of one hundred and five dollars per hour ($110) for time spent with no minimum charge. This would allow for approximately 1,600 hours of plan review services per fiscal year.

Thank you for your time and consideration of my proposal for professional plan review and engineering services, and I hope you find it just as innovative and forward thinking as I intend it to be.

Sincerely,

Hue C. Luu

AGREEMENT WITH THE BUENA PARK SCHOOL DISTRICT (BPSD) FOR SCHOOL RESOURCE OFFICER SERVICES FOR THE 2024-2025 SCHOOL YEAR

Authorize the Police Department to renew an agreement to provide School Resource Officer (SRO) services at Buena Park Middle School and Beatty Middle School. Associated costs are $232,569. The BPSD will reimburse the City for 75% of these costs, which is equivalent to 180 instructional days, in the amount of $174,426. This leaves $58,143 to be funded by the General Fund (Account No. 11-5059-650402).

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	CONSENT CALENDAR Item: 4E

Presented By	Prepared By
Bradley Geyer, Police Captain	Brad Geyer, Police Captain

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Approve an agreement with the Buena Park School District (BPSD) to provide School Resource Officer services at Buena Park Middle School and Beatty Middle School for the 2024-2025 school year; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On July 11, 2023, the City Council approved an SRO agreement for the 2023-2024 school year.

DISCUSSION

Since 1991, the Buena Park Police Department has provided specially-trained School Resource Officers (SROs) dedicated to supporting Buena Park students and faculty. SROs provide a valuable service to school districts. Police officers selected for this assignment receive specialized training to effectively perform their duties dealing with juveniles and act as liaisons with other law enforcement or governmental agencies. SROs mentor and counsel students, provide consultation to school staff, and ensure the safety of all personnel on campus. This interaction has an immeasurable impact on youth during their school experience. SROs work cooperatively with school administration to resolve campus incidents, supervise afternoon activities, visit classrooms to discuss juvenile and law enforcement issues, and ensure that unauthorized visitors are kept off school grounds. SROs may also be called upon to assist at after-school events, such as meetings, back-to-school nights, open houses, sporting events, dances, or other school sponsored activities. SROs assigned to a school relieve patrol officers from responding to calls for service at the school. During the summer months and non-student days, SROs are assigned to work regular patrol or assist detectives. The City Attorney reviewed and approved the agreement.

BUDGET IMPACT

The total cost for a full-time police officer is $232,569. BPSD will reimburse the City for SRO services for 180 instructional days, which is equivalent to 75% of a police officer's salary and benefits up to $174,426. This leaves a residual of $58,143 annually to fund the full-time position. Staff recommends the remaining $58,143 be paid from the General Fund (Account No. 11-5059-650402). Funds are included in the current fiscal year budget for this purpose.

Attachments

Agreement for Police Services BPSD Middle Schools 2024-25.pdf
BPSD Pupil Attendance Calendar 2024-2025.pdf
BPSD Middle Schools Officer Cost Analysis Spreadsheet 2024-25.pdf
2023.274 Buena Park School District - Approved Insurance.pdf

AGREEMENT BETWEEN THE CITY OF BUENA PARK
AND THE BUENA PARK SCHOOL DISTRICT
TO PARTICIPATE IN THE SCHOOL RESOURCE
OFFICER PROGRAM AT BUENA PARK MIDDLE SCHOOLS
FOR THE 2024/25 SCHOOL YEAR

This Agreement is made and entered on June 25, 2024, between the City of Buena Park, a municipal corporation, located at 6650 Beach Boulevard, Buena Park, California, 90622, hereinafter referred to as "CITY," and the Buena Park School District, located at 6885 Orangethorpe Avenue, Buena Park, California 90620, a political subdivision of the State of California, hereinafter referred to as "DISTRICT" (individually referred to as "Party" and collectively "Parties").

A. <u>Recitals.</u>

1. The DISTRICT is in need of special services and advice in the School Resource Officer Program, which are described in detail below in Section B.1.

2. Such SERVICES are not available without cost from public agencies.

3. The CITY employs persons who are specially trained, experienced and competent to provide the SERVICES required.

4. Such SERVICES are needed by the DISTRICT on a limited basis.

5. The CITY is willing to provide SERVICES to the DISTRICT on the terms hereinafter provided.

6. All legal prerequisites to the making of this Agreement have occurred.

B. Agreement

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF WORK.

a. The Buena Park School District agrees to contract with CITY for its participation in the School Resource Officer Program related to the provision of SERVICES to the DISTRICT. SERVICES under this Agreement shall mean activities such as working with DISTRICT administration to investigate and resolve potential crimes, providing supervision at afternoon activities, visiting classrooms to discuss juvenile and law enforcement issues, ensuring that unauthorized personnel are kept off school grounds, and such other tasks mutually agreed upon by DISTRICT and CITY provided that the SRO shall not be required to perform such tasks or activities beyond the authority vested by applicable law (collectively the "SERVICES"). The DISTRICT requests that the SRO shall attend the district-approved Nonviolent Crisis Intervention (NCI) or Crisis Prevention Institute (CPI) training, as well as training in restorative practices, to ensure a comprehensive understanding of non-violent conflict resolution and restorative justice principles in the school environment. This training is sponsored by the DISTRICT and will make it available to the SRO.

b. CITY agrees to assign one (1) full-time School Resource Officer ("SRO") to provide SERVICES under this Agreement to be split between Buena Park Middle School and Beatty Middle School. SERVICES shall be provided by the CITY to DISTRICT as follows: Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., on 180 student instructional days in accordance with the Pupil Attendance Calendar for the academic year 2024-2025 (attached hereto as Exhibit A and incorporated herein

by this reference), and commencing Monday, August 12, 2024 through Thursday, May 29, 2025.

c. ADDITIONAL SERVICES may be requested by the DISTRICT. SROs are generally available to assist DISTRICT administrators with afternoon school events until 4:00 p.m. on designated student instructional days. The DISTRICT may request ADDITIONAL SERVICES of a School Resource Officer from the CITY for details pertaining to the California Department of Justice School Safety Grant and evening events such as PTA meetings, Back-to-School night(s), Open House(s), sporting event(s), dance(s)~~,~~ or other school-sponsored events, which fall outside of identified student instructional days or during the hours set forth under Section B.1.c of this Agreement (collectively "ADDITIONAL SERVICES"). DISTRICT agrees to provide additional compensation to CITY at a rate equal to one and one-half (1 ½) times the detail rate of the SRO(s) established by CITY, for actual hours worked outside of the hours set forth under Section B.1.c or on days that are not designated student instructional days.

ADDITIONAL SERVICES shall be invoiced together with invoiced SERVICES for the applicable invoice period in accordance with Section B.4 of this Agreement.

2. TERM. This Agreement shall be effective from July 1, 2024, through June 30, 2025, unless sooner terminated pursuant to the Section B.6 of this Agreement (the "Term").

3. SRO ASSIGNMENT. The SRO(s) assigned to the DISTRICT under this Agreement shall be selected by the CITY and shall work under the supervision of the Supervising Captain. At all times during the Term of this Agreement, the assigned SRO shall adhere to and obey all DISTRICT rules and regulations pertaining to the DISTRICT's operations of its school, unless otherwise authorized by the DISTRICT, or

unless such compliance is not practicable due to exigent circumstances. The CITY shall retain and have full authority to act and discharge its law enforcement duties pursuant to the policies and practices of the Buena Park Police Department.

The CITY shall retain the full responsibility and authority to direct and control the employment activities of the SRO(s) and supervise and discipline SRO(s) in accordance with the collective bargaining agreement between the CITY and the Buena Park Police Association then in effect. In addition, CITY shall retain the right to approve requests for sick leave, vacation, or other absences relating to an assigned SRO.

4. COMPENSATION. DISTRICT shall pay CITY an amount not to exceed One Hundred Seventy-Four Thousand, and Four Hundred Twenty-Six dollars. ($174,426), which amount includes all expenses such as mileage, parking, transportation, lodging, meals, equipment, and materials for the services of one full-time SRO who will serve Buena Park Middle Schools for the 2024-2025 academic year. CITY shall invoice DISTRICT and detail applicable SERVICES or ADDITIONAL SERVICES, if applicable on a quarterly basis and payment of each approved invoice shall be made by DISTRICT within thirty (30) calendar days.

5. PROVISION OF MATERIALS. DISTRICT will prepare and furnish to CITY upon request such information and educational materials as is reasonably necessary for the performance of SERVICES by CITY hereunder. DISTRICT shall provide appropriate work space when reasonably requested, and CITY will provide all law enforcement related materials and equipment.

6. TERMINATION OF AGREEMENT. EITHER PARTY may at any time, and for any reason, request a review or revision of this agreement or terminate the

Agreement by providing thirty (30) days written notice to the other party. Notices shall be given in accordance with Section B.12. The DISTRICT shall compensate the CITY for SERVICES and ADDITIONAL SERVICES rendered under this Agreement up to the date of termination.

7. INDEPENDENT CONTRACTOR STATUS. In the performance of this Agreement, CITY and its employees shall act as an independent contractor and not as employees of the DISTRICT. Nothing herein shall be construed or deemed to create the relationship of employee/employer or principal/agent as between the DISTRICT and CITY. The directions issued by the DISTRICT to the CITY only relate to the objectives to be achieved and not the actual means to accomplish such objectives. City shall assume responsibility for federal and state income tax withholdings for all CITY employees, including but not limited to Federal Income Taxes, State Income Tax, Federal Insurance Contribution Act, State Unemployment Insurance, and State Disability Insurance, and any other deductions of income that CITY is required to make as the employer of the SRO(s).

8. INDEMNITY.

a. To the fullest extent permitted by law, CITY shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees, agents and volunteers ("District Indemnitees") harmless with respect to any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, reasonable attorneys' fees incurred by the DISTRICT, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, to the extent caused by or attributable, actually, allegedly or impliedly, to the negligent acts or omissions or willful misconduct of any of the CITY Indemnitees during the term of this Agreement. All obligations under this provision are to be paid by CITY as they are

incurred by the DISTRICT. Nothing herein shall be interpreted as obligating CITY to indemnify DISTRICT against DISTRICT Indemnitees' negligence or willful conduct.

b. To the fullest extent permitted by law, the DISTRICT shall defend, indemnify and hold CITY, its elected officials, officers, employees, agents and volunteers ("City Indemnitees") harmless with respect to any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, reasonable attorneys' fees incurred by CITY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, to the extent caused by or in any way attributable, actually, allegedly or impliedly, to the negligent acts or omissions or willful misconduct of any of the District Indemnitees during the term of this Agreement. All obligations under this provision are to be paid by the DISTRICT as they are incurred by CITY. Nothing herein shall be interpreted as obligating DISTRICT to indemnify CITY against CITY Indemnitees' negligence or willful conduct.

9. <u>INSURANCE.</u>

a. The DISTRICT is insured through coverage from a Joint Power Authority. If an actuarial or other study/report indicates that there are insufficient funds and/or assets to properly fund the DISTRICT'S insurance needs, the DISTRICT will immediately notify the CITY in accordance with Section B.9.

b. The CITY is self-insured through coverage provided by the CITY. If an actuarial or other study/report indicates that there are insufficient funds and/or assets to properly fund the CITY'S insurance needs, the CITY will immediately notify the DISTRICT in accordance with Section B.9.

10. ASSIGNMENT. This Agreement is not assignable without written consent of the Parties hereto.

11. COMPLIANCE WITH LAWS. CITY shall comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances including workers' compensation while performing pursuant to this Agreement.

12. NOTICES. Any written notices required during the administration of this Agreement, including notice of termination or cancellation, shall be addressed to respective Party as follows:

TO DISTRICT: Buena Park School District
Attn: Sandra Poteet
6885 Orangethorpe Avenue
Buena Park, CA 90620
Phone: (714) 736-4263
Email: Poteet-spoteet@bpsd.us.

TO CITY: City of Buena Park
Attn: Chief of Police
6640 Beach Blvd.
Buena Park, CA 90622
Phone: (714) 562-3919

Any notice required or permitted by this Agreement shall be in writing and will be effective when personally delivered on a business day of the receiving party, or three (3) days after deposit in the U.S. Mail, first-class, postage prepaid.

13. STATEMENT OF INTENT AND RULES OF CONSTRUCTION. By entering into this Agreement, the Parties intend not to violate or cause a violation of the terms of collective bargaining or other labor agreements to which either may be a party, nor the policies, rules, and regulations governing the employees of either Party hereto. If any provision of this Agreement is inconsistent with such collective bargaining or other labor agreements, or of such policies, rules, and regulations, then the applicable provision of such collective bargaining or other labor agreements, and such policies, rules, and regulations shall take precedence for purposes of the construction of this Agreement.

14. APPLICABLE LAW; VENUE. This Agreement shall be construed under the laws of the State of California. Venue for any action arising out of this Agreement shall be the Superior Court of the County of Orange, California.

15. ATTORNEYS' FEES. The prevailing Party in any legal action arising out of this Agreement shall be entitled to recover reasonable attorneys' fees, experts' costs and all costs of suit.

16. SEVERABILITY. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. INSURANCE. Each Party shall keep and maintain insurance of the types and in the amounts as set forth in the certificates of insurance of each Party that are attached to this Agreement, and neither Party shall cancel or terminate such insurance without 30 days written notice to the other Party. Each Party may satisfy its obligations hereunder through self-insurance policy(ies) that provide equal or greater coverage.

18. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. No promise or representation not set forth herein shall be binding or of any force or effect.

[*Signatures on the following page*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CITY OF BUENA PARK
A Municipal Corporation

Dated: _____

By:_____
Aaron France
City Manager,
City of Buena Park

BUENA PARK SCHOOL DISTRICT

Dated: _____

By: _____
Sandra Poteet
Chief Financial Officer,
Administrative Services
Email: Poteet-spoteet@bpsd.us.

ATTEST:
(SEAL)

_____
Adria Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

_____
Christopher Cardinale, City Attorney

EXHIBIT "A"

To
School Resource Officer Agreement

Pupil Attendance Calendar 2024-2025

Buena Park School District – Instructional Calendar – 2024-2025

July 2024

S	M	T	W	T	F	S
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August 2024

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September 2024

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June 2025

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EARLY RELEASE every Thursday; review school site schedule for exact release time.

*Non-School Days		Thanksgiving Holiday	Nov. 25 – 29, 2024
Certificated Staff Development Days*	Aug. 8 & Nov. 1, 2024	Winter Recess	Dec. 23, 2024 – Jan. 3, 2025
Instructional Asst Professional Development Days*	Aug. 9 & Nov. 1, 2024	Martin Luther King, Jr. Day	Jan. 20, 2025
Certificated Professional Planning Day*	Aug. 9, 2024	Lincoln Day	Feb. 10, 2025
First Day of School (Early Release Day)	Aug. 12, 2024	Washington Day	Feb. 17, 2025
Labor Day	Sept. 2, 2024	Spring Recess	Mar. 17 – 21, 2025
Parent/Teacher Conferences*	Oct. 3 & 4, 2024	Memorial Day	May 26, 2025
Veteran's Day	Nov. 11, 2024	Last Day of School (Early Release Day)	May 29, 2025

Minimum Days
TK-8: September 10, 2024; February 4, 2024; April 15, 2024
TK-5 only: November 5, 2024; March 4, 2025; May 20, 2025
6-8 only: October 15, 2024; December 17, 2024; March 25, 2025; May 27, 2025

Officer Ek's Salary & Benefits for FY 24-25.

		5110	5180	5183	5188 sworn	5170	5171	5173	5172	5160	5174	5161	5155	5125	
		Allocated		Unfunded Liability	UAL- DS			Life/		Wrkr's	Medi-	Accrued	Unif Cloth	Holiday	
EE#	Employee Name	Salary	PERS	PERS		Health	Dental	ADD	LTD	Comp	care	Leave	Allow	Pay	Total
1477	**EK, CHRISTOPHER**	122,928	18,612	10,322	40,686	20,640	980	255	360	9,552	1,853	2,069	800	3,511	**232,569**
															3/4 Salary
															174,426

Buena Park School District – Instructional Calendar – 2024-2025

July 2024						
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September 2024						
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October 2024						
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November 2024						
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December 2024						
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January 2025						
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February 2025						
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March 2025						
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April 2025						
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May 2025						
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June 2025						
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EARLY RELEASE every Thursday; review school site schedule for exact release time.

*Non-School Days		Thanksgiving Holiday	Nov. 25 – 29, 2024
Certificated Staff Development Days*	Aug. 8 & Nov. 1, 2024	Winter Recess	Dec. 23, 2024 – Jan. 3, 2025
Instructional Asst Professional Development Days*	Aug. 9 & Nov. 1, 2024	Martin Luther King, Jr. Day	Jan. 20, 2025
Certificated Professional Planning Day*	Aug. 9, 2024	Lincoln Day	Feb. 10, 2025
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Labor Day	Sept. 2, 2024	Spring Recess	Mar. 17 – 21, 2025
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Minimum Days

TK-8: September 10, 2024; February 4, 2024; April 15, 2024

TK-5 only: November 5, 2024; March 4, 2025; May 20, 2025

6-8 only: October 15, 2024; December 17, 2024; March 25, 2025; May 27, 2025

Elementary Trimester Dates

Trimester 1: August 12 – November 8, 2024

Trimester 2: November 12, 2024 – March 7, 2025

Trimester 3: March 10 – May 29, 2025

Middle School Quarter Dates

Quarter 1: August 12 - October 11, 2024

Quarter 2: October 14 – December 20, 2024

Quarter 3: January 6 – March 14, 2025

Quarter 4: March 24 – May 29, 2025

Officer Ek's Salary & Benefits for FY 24-25.

EE#	Employee Name	5110 Allocated Salary	5180 PERS	5183 Unfunded Liability PERS	5188 sworn UAL- DS	5170 Health	5171 Dental	5173 Life/ ADD	5172 LTD	5160 Wrkr's Comp	5174 Medi- care	5161 Accrued Leave	5155 Unif Cloth Allow	5125 Holiday Pay	Total
1477	**EK, CHRISTOPHER**	122,928.00	18,612	10,322	40,686	20,640	980	255	360	9,552	1,853	2,069	800	3,511	**232,569**

3/4 Salary
174,426

Keenan & Associates
901 Calle Amanecer, #200
San Clemente, CA 92673

MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline**™

City of Buena Park
6650 Beach Blvd.
Buena Park CA 90622

Sender:	Denise Suarez
Phone:	800-654-8102
Subject:	Cert No. 75064678 - Certificate of Coverage: Buena Park School District -
Date:	6/28/2023
No. of Pages:	3
URL:	www.keenan.com

Attached is the 2023/2024 renewal Certificate of Coverage issued on behalf of the Buena Park School District for your records. If this certificate is no longer needed, please email Denise Suarez at dsuarez@keenan.com. Thank you!

This document was created by eCertsONLINE.

The attached document(s) contain certification of insurance coverage for the insured named in the subject above. Your company is listed as the organization requesting receipt of these documents.

If this document is sent via e-mail, you must click on the attached PDF document. The document is in a pdf format, and you must have Adobe Acrobat Reader installed on your system. To download the Adobe Reader for free, visit www.Adobe.com.

If you have any questions regarding the content of this message, you should contact the Producer/ Agency listed on the attached/linked documents.

Please contact me for any certificate modifications.

Thank you,
Denise Suarez
Account Coordinator
CA License No: 4181241
310-212-0363, ext. 2221
dsuarez@keenan.com

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.

Certificate of Insurance Delivered by **ecertsonline**™ Insurance Visions, Inc. All rights reserved.

Southern California ReLiEF
Protected Insurance Program for Schools

CERTIFICATE OF COVERAGE

Issue Date 6/28/2023

ADMINISTRATOR: LICENSE # 0451271
Keenan & Associates
901 Calle Amanecer, #200
San Clemente, CA 92673

Denise Suarez License No. 4181241 310-212-0363 x2221
dsuarez@keenan.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:

ENTITY A: Southern California ReLiEF
ENTITY B: Protected Insurance Program for Schools
ENTITY C:
ENTITY D:
ENTITY E:

COVERED PARTY:
Buena Park School District
Northern Orange County Liability and Property
Self-Insurance Authority
6885 Orangethorpe Avenue
Buena Park CA 90620

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	**GENERAL LIABILITY** [✓] GENERAL LIABILITY [ ] CLAIMS MADE [✓] OCCURRENCE [✓] GOVERNMENT CODES [✓] ERRORS & OMISSIONS [ ] SEXUAL ABUSE AND MOLESTATION [ ]	SCR 00104-37	7/1/2023 7/1/2024	$ 2,500	COMBINED SINGLE LIMIT EACH OCCURRENCE $ 1,000,000
A	**AUTOMOBILE LIABILITY** [✓] ANY AUTO [✓] HIRED AUTO [✓] NON-OWNED AUTO [✓] GARAGE LIABILITY [✓] AUTO PHYSICAL DAMAGE	SCR 00104-37	7/1/2023 7/1/2024	$ 2,500	COMBINED SINGLE LIMIT EACH OCCURRENCE $ 1,000,000
A	**PROPERTY** [✓] ALL RISK [✓] EXCLUDES EARTHQUAKE & FLOOD [ ] BUILDER'S RISK	SCR 00104-37	7/1/2023 7/1/2024	$ 2,500	$ 500,250,000 EACH OCCURRENCE
A	**STUDENT PROFESSIONAL LIABILITY**	SCR 00104-37	7/1/2023 7/1/2024	$ 2,500	$ Included EACH OCCURRENCE
B	**WORKERS COMPENSATION** [✓] EMPLOYERS' LIABILITY	PIPS 0012820	7/1/2023 7/1/2024	$	[ ] WC STATUTORY LIMITS [✓] OTHER $ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			$	$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE $ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			$ $	

APPROVED
By Eddie Fenton at 10:53 pm, Jul 13, 2023

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
Evidence of Coverage.

CERTIFICATE HOLDER:

City of Buena Park
6650 Beach Blvd.
Buena Park CA 90622

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

John Stephens
AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

AGREEMENT WITH THE FULLERTON JOINT UNION HIGH SCHOOL DISTRICT (FJUHSD) FOR SCHOOL RESOURCE OFFICER SERVICES FOR THE 2024-2025 SCHOOL YEAR

To renew the agreement to provide School Resource Officer service at Buena Park High School. Associated costs are $262,419. The Fullerton Joint Union High School District shall reimburse the City of Buena Park for SRO service for 180 instructional days, or 75% of a police officer's salary and benefits up to $196,815. This leaves a residual of $65,604 annually to fund a full-time Police Officer. Staff recommends that the remaining $65,604 be paid from the General Fund for this program (11-5059-650402).

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	CONSENT CALENDAR Item: 4F

Presented By	Prepared By
Bradley Geyer, Police Captain	Brad Geyer, Police Captain

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Approve an agreement with the Fullerton Joint Union High School District (FJUHSD) to provide school resource officer services at Buena Park High School for the 2024-2025 school year; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On July 11, 2023, the City Council approved a SRO agreement for the 2023-2024 school year.

DISCUSSION

Since 1991, the Buena Park Police Department has provided specially-trained School Resource Officers dedicated to supporting Buena Park High School. This agreement has been renewed annually to commence before each school year.

School Resource Officers provide a valuable service to school districts. Police officers selected for this assignment receive specialized training to effectively perform their duties dealing with juveniles and act as liaisons with other law enforcement or governmental agencies. School Resource Officers mentor and counsel students, provide consultation to school staff, and ensure the safety of all personnel on campus. This interaction has an immeasurable impact on youth during their school experience. School Resource Officers work cooperatively with school administration to resolve campus incidents, supervise afternoon activities, visit classrooms to discuss juvenile and law enforcement issues, and ensure that unauthorized visitors are kept off school grounds. School Resource Officers may also be called upon to assist at after-school events, such as meetings, back-to-school nights, open house, sporting events, dances, prom, or other school-sponsored activities. School Resource Officers assigned to a school relieve patrol officers from responding to calls for service at that school. During the summer months and non-student days, the School Resource Officer is assigned to work in detectives or assist the patrol operation.

The City Attorney has reviewed the agreement.

BUDGET IMPACT

The Fullerton Joint Union High School District will reimburse the City of Buena Park for SRO services for 180 instructional days, or 75% of a police officer's salary and benefits up to $196,815. This leaves a residual of $65,604 annually for the full-time position. Staff recommends that the remaining $65,604 be paid from the General Fund (Account No. 11-5059-650402).

Attachments

School Resource Officer Professional Services Agreement with FJUHSD 2024-25.pdf
FJUHSD Buena Park High School Officer Cost Analysis Spreadsheet 2024-25.pdf
FJUHSD - Instructional Calendar 2024-25.pdf
2023.307 Fullerton Joint Union High School District.pdf

AGREEMENT BETWEEN THE CITY OF BUENA PARK
AND THE FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
TO PARTICIPATE IN THE SCHOOL RESOURCE
OFFICER PROGRAM AT BUENA PARK HIGH SCHOOL
FOR THE 2024/25 SCHOOL YEAR

This Agreement is made and entered on June 25, 2024, between the City of Buena Park, a municipal corporation, located at 6650 Beach Boulevard, Buena Park, California, 90622, hereinafter referred to as "CITY," and the Fullerton Joint Union High School District, 1051 West Bastanchury Road, Fullerton, California 92833, hereinafter referred to as "DISTRICT."

A. Recitals.

1. The DISTRICT is in need of special services and advice, hereinafter referred to as "SERVICES," in the School Resource Officer Program.

2. Such SERVICES are not available without cost from public agencies.

3. The CITY employs persons who are specially trained, experienced and competent to provide the SERVICES required.

4. Such SERVICES are needed by the DISTRICT on a limited basis.

5. The CITY is willing to provide SERVICES to the DISTRICT on the terms hereinafter provided.

6. All legal prerequisites to the making of this Agreement have occurred.

B. Agreement

NOW, THEREFORE, the parties hereto agree as follows:

1. The Fullerton Joint Union High School District, on behalf of Buena Park High School, contracts yearly with CITY for participation in the School Resource Officer Program. School Resource Officers are involved in a variety of activities such as:
    a. working with administration to resolve campus incidents,
    b. providing supervision at afternoon activities,
    c. visiting classrooms to discuss juvenile and law enforcement issues,
    d. ensuring that unauthorized personnel are kept off school grounds,
    e. discussing appropriate safety procedures for the school site
    f. investigate situations that arise from student conduct at school,
    g. work with school administrators on students absenteeism,
    h. work with school staff on safety drills,
    i. assist with medical emergencies that occur on campus
    j. educate staff on the latest drugs and paraphernalia being used by students
    k. discuss gang activity in the area
    l. work with students and staff on dispute mediation,
    m. work with students on de-escalating aggression between students or between students and staff,
    n. may perform personal or property searches when illegal activities have taken place, or have reasonable suspicion that illegal activity may have taken place, in accordance with applicable law or as directed by school administration in accordance with school policies,
    o. review video footage when conducting an investigation,
    p. be the liaison during police activity taking place on or near the campus,
    q. assist with necessity of 911 calls.
2. CITY will provide one full-time School Resource Officer to provide services under this agreement at Buena Park High School, from 7:00 am to 4:00 pm, Monday through Friday, 180 student instructional days in accordance with the Pupil Attendance Calendar for 2024/25, beginning Monday, August 12, 2024, and diligently perform as required and complete performance by May 29, 2025. CITY will perform said Services as an independent contractor and not as an employee of

DISTRICT. CITY shall be under the control of DISTRICT as to the result to be accomplished and not as to the means or manner by which such results are to be accomplished.

3. CITY will provide the School Resource Officer regular ongoing training on both use-of-force de-escalation and implicit bias. Officer will partake in formal annual training on the department's use-of-force policy and be able to demonstrate their knowledge and understanding of its content. California Peace Officers Standards of Training requires all officers to complete tactical and interpersonal de-escalation techniques. The department's training is concentrated on the Ground Tactics Arrest Control (GTAC), which includes tactical communication training, and formalizing an entire segment dedicated to de-escalation. The department has multiple policies dedicated to decision-making. The department has dedicated days, biennially, to train on tactical communication, ethics, and arrest control techniques. Every patrol shift partakes in daily thirty-minute trainings on a multitude of department policies, best practices, and current issues facing the department and the law enforcement profession.

4. DISTRICT will prepare and furnish to CITY upon request such information as is reasonably necessary to the performance by CITY hereunder. DISTRICT will provide availability to a work space when applicable, and CITY will provide all law enforcement related materials.

5. The DISTRICT agrees to provide the School Resource Officer access to the District surveillance system to view surveillance footage to the extent necessary to carry out the purposes of this Agreement, and only to the extent privacy and other laws are not compromised. Each campus SRO will be provided unique login credentials to the surveillance footage. The parties agree that SROs are not permitted to download and/or share any footage from the District's surveillance system, and any

requests to download and/or share any footage must be directed from the SRO to the District's Risk Management Department.

6. DISTRICT shall pay CITY an amount not to exceed One Hundred Ninety-Six Thousand, Eight Hundred and Fifteen dollars ($196,815), including all expenses such as mileage, parking, transportation, lodging, meals, and materials for the services of one full-time School Resource Officer who will serve Buena Park High School. Payment shall be made after submission of an invoice and shall be due within thirty days. School Resource Officers are generally available to assist DISTRICT administrators with afternoon school events until 4:00 p.m. on student instructional days. Additional Services may be secured by the DISTRICT. The DISTRICT may request the services of a School Resource Officer during evening events such as PTA meetings, Back-to-School night(s), Open House(s), sporting event(s), dance(s), prom(s) or other school-sponsored events. DISTRICT agrees to provide additional compensation to CITY at a rate equal to one and one-half (1 ½) times the base hourly salary of the officer(s), for actual hours worked after the conclusion of the normal work day (4:00 p.m.).

7. EITHER PARTY may at any time, and for any reason, request a review or revision of this agreement or terminate the Agreement by providing thirty (30) days written notice to the other party. Notice from the DISTRICT may be given by the DISTRICT Superintendent, or designee. Notice from the CITY may be given by the Chief of Police, or designee. Notice shall be deemed received three (3) days after mailing, and the Agreement shall terminate thirty days thereafter. The DISTRICT shall compensate the CITY for SERVICES rendered under this Agreement up to the date of termination.

8. To the fullest extent permitted by law, CITY shall defend, indemnify and hold the DISTRICT, its elected officials, officers, employees, agents and volunteers ("District Indemnitees") harmless with respect to any liability, claims, suits,

actions, arbitration proceedings, administrative proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, reasonable attorneys' fees incurred by the DISTRICT, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, and to the extent arising out of or in any way attributable, actually, allegedly or impliedly, to the negligent acts or omissions or willful misconduct of any of the CITY Indemnitees during the term of this Agreement. All obligations under this provision are to be paid by CITY as they are incurred by the DISTRICT.

To the fullest extent permitted by law, the DISTRICT shall defend, indemnify and hold CITY, its elected officials, officers, employees, agents and volunteers ("City Indemnitees") harmless with respect to any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, reasonable attorneys' fees incurred by CITY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, and to the extent arising out of or in any way attributable, actually, allegedly or impliedly, to the negligent acts or omissions or willful misconduct of any of the District Indemnitees during the term of this Agreement. All obligations under this provision are to be paid by the DISTRICT as they are incurred by CITY.

9. This Agreement is not assignable without written consent of the parties hereto.

10. CITY shall comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances including workers' compensation while performing pursuant to this Agreement.

11. Each Party shall keep and maintain insurance of the types and in the amounts as set forth in the certificates of insurance of each Party that are attached to this

Agreement, and neither Party shall cancel or terminate such insurance without 30 days written notice to the other Party. Each Party may satisfy its obligations hereunder through self-insurance policy(ies) that provide equal or greater coverage.

12. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. No promise or representation not set forth herein shall be binding or of any force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CITY OF BUENA PARK
A Municipal Corporation

Dated: _____

By:_____
Aaron France
City Manager,
City of Buena Park

FULLERTON JOINT UNION
HIGH SCHOOL DISTRICT

Dated: _____

By: _____
Ruben Hernandez
Assistant Superintendent, Business Services

ATTEST:
(SEAL)

_____
Adria Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

_____
Christopher Cardinale, City Attorney

Officer Ortega's Salary & Benefits for FY 24-25.

EE#	Employee Name	5110 Allocated Salary	5180 PERS	5183 Unfunded Liability PERS	5188 sworn UAL- DS	5170 Health	5171 Dental	5173 Life/ ADD	5172 LTD	5160 Wrkr's Comp	5174 Medi- care	5161 Accrued Leave	5114 Unif Cloth Alow	5125 Holiday Pay	5157 Billingual Pay	5190 Ed Inct Pay	Total
104	**ORTEGA, MICHAEL**	122,928	21,578	11,968	47,170	20,640	1,040	255	360	9,552	2,198	2,069	800	3,511	3,600	14,751	**262,419**

3/4 Salary
196,815

Officer Ortega's Salary & Benefits for FY 24-25.

EE#	Employee Name	5110 Allocated Salary	5180 PERS	5183 Unfunded Liability PERS	5188 sworn UAL- DS	5170 Health	5171 Dental	5173 Life/ ADD	5172 LTD	5160 Wrkr's Comp	5174 Medi-care	5161 Accrued Leave	5114 Unif Cloth Alow	5125 Holiday Pay	5157 Billingual Pay	5190 Ed Inct Pay	Total
104	**ORTEGA, MICHAEL**	122,928	21,578	11,968	47,170	20,640	1,040	255	360	9,552	2,198	2,069	800	3,511	3,600	14,751	**262,419**

3/4 Salary
196,815

PUPIL ATTENDANCE CALENDAR FOR 2024/25

Staff Development Day *(students do not attend)*..... Thursday, August 8, 2024
Staff Development Day *(students do not attend)*.....Friday, August 9, 2024
First Day of Student Attendance.....Monday, August 12, 2024
Staff Development Day *(students do not attend)*.....Friday, November 1, 2024
Semester Records Day *(students do not attend)*.....Friday, December 20, 2024
Staff Development Day (*students do not attend)*.....Friday, April 18, 2025
Last Day of Student Attendance.....Thursday, May 29, 2025
Summer School Commences.....Monday, June 2, 2025

HOLIDAYS

Labor Day.....Monday, September 2, 2024
Veterans' Day.....Monday, November 11, 2024
Thanksgiving Holiday.....Monday, November 25 through Friday, November 29, 2024
Winter Recess.....Monday, December 23, 2024 through Friday, January 3, 2025
Martin Luther King Day.....Monday, January 20, 2025
Lincoln Day Observed.....Monday, February 10, 2025
Washington Day.....Monday, February 17, 2025
Spring Recess (Easter, April 20)..... Monday, March 17 through Friday, March 21, 2025
Memorial Day.....Monday May 26, 2025

DAYS SCHOOL WILL BE IN SESSION

Calendar Months	Student Days Attended	School Months		Student Days Attended	Holidays Legal	Holidays Local
August	15	August 12	- September 6	19	1	0
September	20	September 9	- October 4	20	0	0
October	23	October 7	- November 1	19	0	1
November	14	November 4	- November 29	14	2	4
December	14	December 2	- January 10	19	2	9
January	19	January 13	- February 7	19	1	0
February	18	February 10	- March 7	18	2	0
March	16	March 10	- April 4	15	0	5
April	21	April 7	- May 2	19	0	1
May	20	May 5	- May 29	18	1	0
Total	**180**			**180**	**9**	**20**

QUARTERS

				Weeks Taught	Days Taught
First Quarter:	August 12, 2024	-	October 18, 2024	10	49
Second Quarter:	October 21, 2024	-	December 20, 2024	8	37
Third Quarter:	January 6, 2025	-	March 14, 2025	10	47
Fourth Quarter:	March 24, 2025	-	May 29, 2025	10	47
				38	180

Reference: Education Code Sections 37201, 37220-37223
Adopted: November 2, 2022

Southern California ReLiEF
Protected Insurance Program for Schools

CERTIFICATE OF COVERAGE

Issue Date 7/7/2023

ADMINISTRATOR: LICENSE # 0451271
Keenan & Associates
901 Calle Amanecer, #200
San Clemente, CA 92673
800-654-8102

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:
ENTITY A: Southern California ReLiEF
ENTITY B: Protected Insurance Program for Schools
ENTITY C:
ENTITY D:
ENTITY E:

COVERED PARTY:
Fullerton Joint Union High School District
1051 W. Bastanchury Rd.
Fullerton CA 92635

APPROVED
By Laurie Aubuchon at 9:11 am, Aug 02, 2023

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	**GENERAL LIABILITY** [✓] GENERAL LIABILITY [ ] CLAIMS MADE [✓] OCCURRENCE [✓] GOVERNMENT CODES [✓] ERRORS & OMISSIONS [ ] SEXUAL ABUSE AND MOLESTATION [ ]	SCR 01721-00	7/1/2023 7/1/2024	$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE $ 1,000,000
A	**AUTOMOBILE LIABILITY** [✓] ANY AUTO [✓] HIRED AUTO [✓] NON-OWNED AUTO [✓] GARAGE LIABILITY [✓] AUTO PHYSICAL DAMAGE	SCR 01721-00	7/1/2023 7/1/2024	$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE $ 1,000,000
A	**PROPERTY** [✓] ALL RISK [✓] EXCLUDES EARTHQUAKE & FLOOD [ ] BUILDER'S RISK	SCR 01721-00	7/1/2023 7/1/2024	$ 5,000	$ 500,250,000 EACH OCCURRENCE
A	**STUDENT PROFESSIONAL LIABILITY**	SCR 01721-00	7/1/2023 7/1/2024	$ 25,000	$ Included EACH OCCURRENCE
B	**WORKERS COMPENSATION** [✓] EMPLOYERS' LIABILITY	PIPS7913	7/1/2023 7/1/2024	$	[ ] WC STATUTORY LIMITS [✓] OTHER $ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [ ] EMPLOYERS' LIABILITY			$	$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE $ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			$ $	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
As respects to Fullerton Jt. UHSD's participation in the school resource officer program.
Agreement term: 7/25/2023 - 6/1/2024.

CERTIFICATE HOLDER:
City of Buena Park
6650 Beach Blvd
Buena Park CA 90622

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

John Stephens
AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

RESOLUTION ADOPTING AND APPROVING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	CONSENT CALENDAR Item: 4G

Presented By	Prepared By
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving the annual appropriations limit for Fiscal Year 2024-25.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The appropriations limitation imposed by Proposition 4 (Article XIII B of the California Constitution) creates a restriction on the amount of revenue that can be appropriated in any fiscal year. The limit is based on actual appropriations from the 1978-79 fiscal year and is adjusted each year by the percentage change in population and inflation.

In June 1990, Proposition 111 and SB 88 (Chapter 60/90) were passed modifying the Proposition 4 annual adjustment factors. Each city may now annually elect to use either the percentage change in California Per Capita Income or the percentage change in the non-residential assessed valuation due to new construction within the city and the percentage change in either the city's or the county's population.

Staff has calculated the 2024-25 appropriations limit utilizing the percentage change in California Per Capita Income and the percentage change in Orange County's population. The fiscal year 2024-25 appropriations limit is calculated to be $381,596,640. The projected proceeds from taxes for 2024-25 are $82,206,540, which is $299,390,100 or 78.46%, below the appropriations limitation.

BUDGET IMPACT

There is no fiscal impact with the adoption of this resolution.

Attachments

Approp Limit 24-25 Att1of2 Reso.pdf
Approp Limit 24-25 Att2of2 Exhibit A.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25

WHEREAS, the voters of California on November 6, 1979, added Article XIII B to the State Constitution placing various limitations on the appropriations of the State and Local Governments; and

WHEREAS, Article XIII B provides that the appropriations limit for fiscal year 2024-25 is calculated by adjusting the 1978-79 base year appropriations for changes in the population and inflation; and

WHEREAS, the voters of California on June 5, 1990 approved Proposition 111 and SB 88 (Chapter 60/90) modifying Article XIII B by allowing the selection of annual adjustment factors; and

WHEREAS, the City of Buena Park has complied with all the provisions of Article XIII B of the California Constitution as modified by Proposition 111 and SB 88 in determining the appropriations limit for fiscal year 2024-25.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve that the appropriations limitation for the City of Buena Park for fiscal year 2024-25 shall be $381,596,640 as set forth in the attached Exhibit A.

PASSED AND ADOPTED this _____ day of _____ _____, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this _____ day of _____ _____.

_____
City Clerk

Exhibit A

CITY OF BUENA PARK
Schedule of Annual Appropriation Limitation
for Fiscal Year 2023-24 and 2024-25

	2023-24	*2024-25*
Cumulative Growth Rate	**1.0464%**	**1.0395%**
Appropriations Limit	**$367,096,335**	**$381,596,640**
Projected Revenues from Proceeds of Taxes	**$78,143,760**	**$82,206,540**
Amount of Projected Revenues Below the Maximum Revenue Allowed	**$288,952,575**	**$299,390,100**
Percentage Under Appropriation Limitation	**78.71%**	**78.46%**

Article XIIIB of the California Constitution, more commonly known as the Annual Appropriation Limitation or "Gann Limit", specifies the amount of allowable revenue that the City of Buena Park can appropriate from the proceeds of taxes. The City's revenues from proceeds of taxes are projected to be approximately $299 million, or 78.46%, below its Gann Limit for the 2024-25 fiscal year. In accordance with Proposition 111, the Appropriation Limitation is calculated utilizing a format based on the percentage change in the County's population and the percentage of growth in the State's per capita personal income.

RESOLUTION AUTHORIZING THE PURCHASE OF DIFFERENCE IN CONDITIONS COVERAGE (I.E. EARTHQUAKE INSURANCE) FOR ESSENTIAL CITY FACILITIES

Adopt a resolution authorizing the Human Resources/Risk Management Department to purchase difference in conditions coverage (i.e. earthquake insurance) for essential City facilities, including Fire Stations Nos. 61, 62, and 63, effective July 1, 2024, for one year. Associated cost in the amount of $355,750 will be funded by the Public Liability Self Insurance Fund.

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	CONSENT CALENDAR Item: 4H

Presented By	Prepared By
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution authorizing the purchase of difference in conditions coverage (i.e. earthquake insurance) for essential City facilities; 2) Authorize the City Manager to execute any necessary documents to bind coverage; and, 3) Allocate funds in the amount of $355,750 for this purpose.

PREVIOUS CITY COUNCIL ACTION

At the City Council meeting on June 27, 2017, the City Council discussed insuring essential City facilities during the FY 2017-18 budget discussion and directed staff to move forward with the purchase of difference in conditions coverage (i.e. earthquake coverage). Coverage was then renewed most recently at the City Council meeting of June 27, 2023 for one year and will expire on June 30, 2024.

DISCUSSION

Under the City's Memorandum of Coverage (MOC) with the California Insurance Pool Authority (CIPA), the City purchases General Liability, Employer Practices Liability, Crime Liability, Property Loss, Pollution Liability, Cyber Liability, and excess Workers' Compensation coverages through the CIPA insurance broker, Aon Risk Solutions. Earthquake coverage is excluded from this policy, but may be purchased separately.

The quote obtained by the City's insurance broker covers all essential facilities for $25 million total coverage, with a 5% deductible for earthquake claims. The covered facilities include:

- CITY HALL

- POLICE STATION
- FIRE STATION NO. 61
- FIRE STATION NO. 62
- FIRE STATION NO. 63
- RESERVOIR (20 MILLION GAL.)
- RESERVOIR PUMP HOUSE BLDG
- LINDEN CIRCLE PUMP HOUSE
- WELL - BALL WELL
- WELL - BOISSERANC WELL
- WELL - CABALLERO WELL
- WELL - FREEWAY WELL
- WELL - HOLDER WELL
- WELL - KNOTT AVENUE WELL
- WELL - LINDEN WELL
- WELL - SMITH-MURPHY WELL

Overall, the total earthquake insurance program premium is up about $15,000, roughly 4% more than the previous fiscal year. This increase is due, in part, to the increase in property values year-over-year and the insurance markets pushing for higher premium rates due to a change in guidelines, reinsurance costs, and costs of capacity.

BUDGET IMPACT

The cost to renew the $25 million Earthquake Insurance policy, which insures all of the essential City facilities listed above, will be approximately $355,750 per year. Funds from the Public Liability Self Insurance Fund are included in the proposed FY 2024-25 budget for this purpose.

Attachments

Reso Earthquake Insurance Att 1of2 Reso.pdf

City of Buena Park_DIC Renewal Proposal_2-19-24.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AUTHORIZING THE PURCHASE OF DIFFERENCE IN CONDITIONS COVERAGE (I.E. EARTHQUAKE INSURANCE) FOR ESSENTIAL CITY FACILITIES

WHEREAS, the City desires to insure essential City facilities owned by the City against earthquakes; and

WHEREAS, the City's insurance broker has marketed the Differences in Conditions coverage and has recommended that the City purchase its earthquake coverage from Lexington Insurance Company/Arch Insurance Company and Underwriter at Lloyd's of London; and

WHEREAS, The City desires to provide the following facilities with $25,000,000 total coverage:

CITY HALL
POLICE STATION
FIRE STATION NO. 61
FIRE STATION NO. 62
FIRE STATION NO. 63
RESERVOIR (20 Mil Gal.)
RESERVOIR PUMP HOUSE BLDG
LINDEN CIRCLE PUMP HOUSE
WELL - BALL WELL
WELL - BOISSERANC WELL
WELL - CABALLERO WELL
WELL - FREEWAY WELL
WELL - HOLDER WELL
WELL - KNOTT AVENUE WELL
WELL - LINDEN WELL
WELL - SMITH-MURPHY WELL

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The City Manager is hereby authorized and directed to enter into a contract with Lexington Insurance Company and Underwriter at Lloyd's of London for Difference in Conditions Coverage to provide Earthquake Insurance for the essential City facilities.

Section 2. The cost of the premium is not to exceed $355,750 for the 12-month period commencing July 1, 2024.

Section 3. The Difference in Conditions Coverage quotation is attached as Exhibit A.

PASSED AND ADOPTED this 25th day of June 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 25th day of June 2024.

_____
City Clerk

AON

City of Buena Park

Renewal Proposal

Difference in Conditions (EQ Only)
Policy Period: July 1, 2024 to July 1, 2025

June 12, 2024



Aon Risk Insurance Services West, Inc.
CA License #0363334
Proprietary & Confidential

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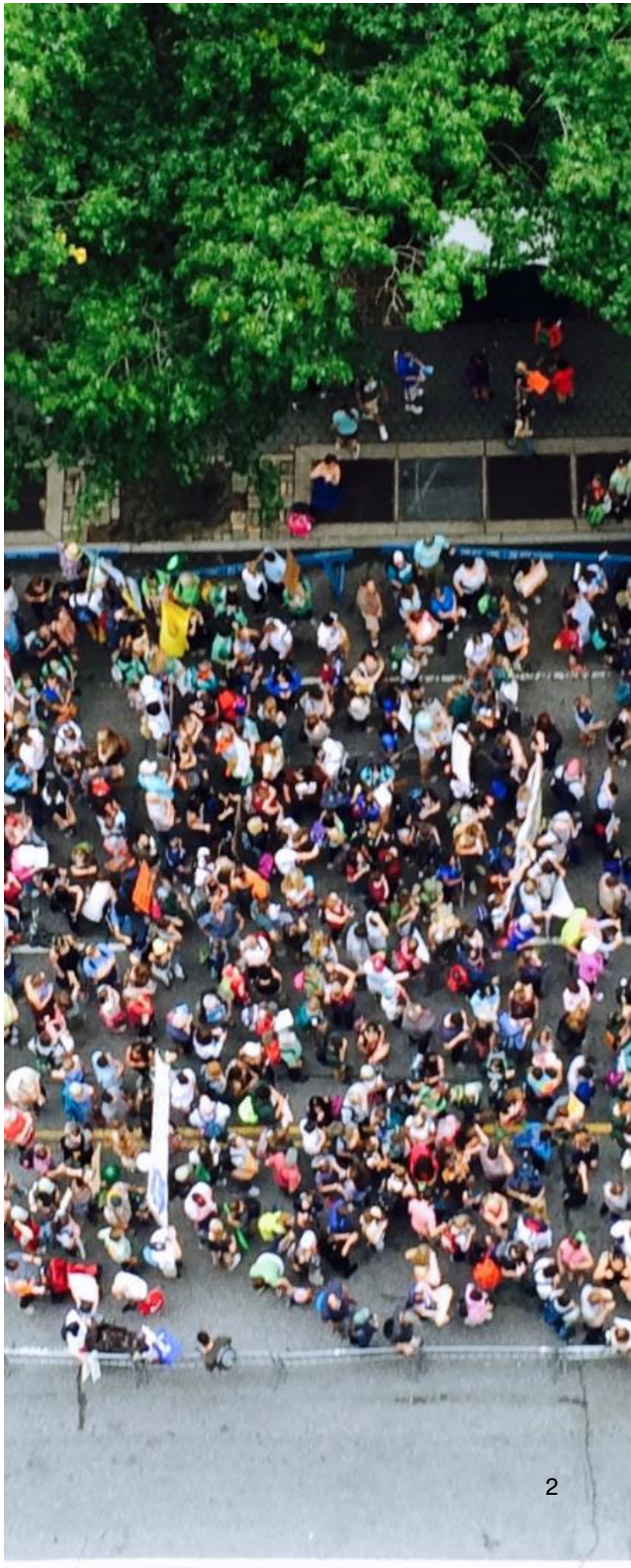
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This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such proposed policy(ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).

The services and placements outlined in this proposal will be provided in accordance with the terms of the notices and policies set forth in the Commercial Risk Solutions U.S. Business Terms.

AON

Executive Summary

As always, our goal is to renew your insurance program with the lowest possible premium increase while, at the same time, provide coverage improvements wherever possible.

Overall, the total program premium is up about $15,190.87, or 4.5%.

- **Difference in Conditions (EQ)**
  - The Total Insured Valued (TIV) increased to $102,885,712 this year. Unfortunately, this resulted in a premium increase at 4.5%. The renewal premium is coming out to $208,010.88 for the Primary and $ 147,738.57 for the Excess.

We appreciate the opportunity of serving the insurance and risk management needs of the City of Buena Park. You are a very important client to Aon and we look forward to providing you with the expertise, tools, service and sophisticated solutions to help achieve your vision and success in today's challenging business environment.



Insured's Acknowledgement and Instruction to Bind

We hereby acknowledge receipt and review of the information presented in the Renewal Proposal ("Proposal") dated June 12th, 2024 for Difference in Condition (including EQ) provided in the attached Commission Disclosure Report dated June 3, 2020. We hereby instruct Aon Risk Services to bind the insurance program(s) selected by us and understand that our instruction to bind constitutes an acceptance of the terms and conditions and payments described in this Renewal Proposal. We further agree that Aon is entitled to collect from the insurers the compensation set forth in the Commission Disclosure Report.

We request binding the following options as indicated below for the July 1st, 2024 to July 1st, 2025 policy term:

Date:

On behalf of **City of Buena Park**:

Coverage	Carrier	Premium including Taxes and Fees
Difference in Conditions (EQ) – Primary ($10M Limit)	Lexington Insurance Co. Arch Insurance Co.	$208,010.88
Difference in Conditions (EQ) – Excess ($15M xs $10M Limit)	Underwriters At Lloyds of London	$147,738.57
	GRAND TOTAL	**$355,749.45**

Aon Service Team

Executive Client Contact



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Director of Public Entities
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Account Management



Kyle Powell
Account Executive
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kyle.powell@aon.com



AON

Premium Summary

2023 – 2024 Program		
Policy Description	**Carrier**	**Premium**
DIC – EQ Primary Limit ($10M)	Lexington Insurance Co.	$198,105.60
DIC – EQ Excess Limit ($15M xs $10M)	Underwriters at Lloyds of London	$142,452.98
TOTAL		**$340,558.58**

2024 – 2025 Program							
Policy Description	**Carrier**	**Premium**	**Broker Fee**	**CA T&F**	**TOTAL**	**% Change**	**$ Change**
DIC – EQ Primary Limit ($10M)	Lexington Insurance Co.	$201,600.00	$0	$6,410.88	$208,010.88	1.5%	$2,905.28
DIC – EQ Excess Limit ($15M xs $10M	Underwriters at Lloyds of London	$141,150.00	$2,100.00	$4,488.57	$147,738.57	3.7%	$5,285.59
TOTAL		**$342,750.00**	**$2,100.00**	**$10,899.45**	**$355,749.45**	**4.5%**	**$15,190.87**

Details of Coverage / Policy Term / Premium

Difference in Condition (Earthquake)

Policy Term Carrier A.M. Best Rating	Expiring Program 7/1/2023 – 7/1/2024 (See below for carrier info)	Renewal Program 7/1/2024– 7/1/2025 (See below for carrier info)
Total Insurable Values Change in Values	$97,986,393 **$8,907,854**	$102,885,712 **$4,899,319**
Combined Premium Fees CA Taxes & Fees **TOTAL**	$328,100.00 $2,025.00 $10,433.58 **$340,558.58**	$342,750.00 $2,100.00 $10,899.45 **$355,749.45**
07/01/2023 – 07/01/2024 PROGRAM		
PRIMARY — Lexington Ins. Co. ($5M Limit); A.M Best Rating A XV **Arch Specialty Ins. Co., ($5M Limit); A.M. Best Rating A + XV**		
LIMIT(S): $10,000,000 Per Occurrence / Aggregate Applying to the Peril of Earthquake, excluding Flood – No Exclusion for Ensuing Earthquake Water Damage		
SUBLIMIT(S): Included – Ordinance or Law Coverage A		
$9,145,100 Ordinance or Law Coverage B&C Combined		
$2,500,000 Sub-limit on Utility Services – Direct Damage		
DEDUCTIBLE(S): EQ - $5% of Values subject to a minimum of $25,000 Per Occurrence All Other Perils: $25,000 Per Occurrence		
COVERAGE(S): Covering Real Property (Including Walks, Walkways, Driveways, Patios and Other Paved Surfaces; Retaining Walls, Fences & Gates; Foundations (above and below ground) & Supports; Underground Property; Light Poles & Signs), including Excavation & Backfill, Business Personal Property & Ordinance or Law		
LOCATION(S): Per Schedule on File with Company		
VALUATION: Replacement Cost-Property Damage & Actual Loss Sustained-Time Element		
COINSURANCE: Nil – Values Must be reported at 100%		
EXCLUSIONS: All Other Perils; Flood; Asbestos; Loss Due to Virus or Bacteria; Certain Computer-Related Losses; Chemical and Biological Loss or Damage; Terrorism; Other Exclusions and Limitations Per Form		
Premium	$192,000.00	$201,600.00
CA Taxes & Fee	$6,105.60	$6,410.88
TOTAL	**$198,105.60**	**$208,010.88**
SUBJECTIVITIES: Signed CA D-1 Form, TRIA Form and Statement of Values (SOV)		

Details of Coverage / Policy Term / Premium

Difference in Condition (Earthquake) cont.

Policy Term Carrier A.M. Best Rating	Expiring Program 7/1/2023 – 7/1/2024 (See below for carrier info)	Renewal Program 7/1/2024 – 7/1/2025 (See below for carrier info)
EXCESS – ($15M xs $10M) **Summit Specialty Insurance Co.; AM Best Rating A VIII; Limits: $2.5M** **Underwriters at Lloyds, London; AM Best Rating A XV; Limits: $12.5M**		
LIMIT(S): $15,000,000 Excess of $10,000,000 Per Occurrence / Aggregate		
DEDUCTIBLE(S): EQ – 5% of Values subject to a minimum of $25,000 Per Occurrence		
LOCATION(S): Per Schedule on File with Company		
VALUATION: Replacement Cost		
COINSURANCE: Nil – Values Must be reported at 100%		
EXCLUSIONS: Demo, ICC and Utility Services – Direct Damage (will allow for erosion of Primary Sub-limits), Flood, EQSL; Pollution, including but not limited to Mold/Microorganisms; Asbestos and Dioxins; Virus & Bacteria; Computer Related; Equipment Breakdown; Ensuing Loss; Property Cyber and Data exclusions; Radioactive, Biological or Chemical Materials; Seepage, Pollution & Contamination; Contingent Time Element; War & Terrorism; Other Exclusions and Limitations Per Form		
Premium	$135,000.00	$140,000.00
Inspection Fee	$1,100.00	$1,150.00
Broker Fee	$2,025.00	$2,100.00
CA Taxes & Fees	$4,327.98	$4,488.57
TOTAL	**$142,452.98**	**$147,738.57**
SUBJECTIVITIES: ▪ Signed CA D-1 Form, TRIA Form and Statement of Values (SOV)		

Details of Payment Terms

Premium is due upon receipt of the invoice, but no later than 30 days from inception.



Services

Aon is available to review and advise on risk management issues, including contract review, certificate review, claims advocacy and the like.

Please let us know of any additional risk management training that might be desired. We can work with your insurance carriers or develop training ourselves.



Commercial Risk Solutions U.S. Business Terms

As Your broker of record, Commercial Risk Solutions U.S. ("Aon," "We" or "Us" or "Our") commits to the timely and thorough disclosure of placement strategies, marketing options and broking results. The services We provide to You, Our client ("Client" or "You" or "Your") will be subject to these Commercial Risk Solutions U.S. Business Terms which, unless You and We agree in writing otherwise, are applicable to Our services to You.

Our Services

We deliver Our services based on the information You give Us or which is given to Us expressly on Your behalf. In preparation for placing or renewing Your insurance coverage, We will consult with You regarding insurance market conditions, the insurers We suggest be approached, Our recommended program options to pursue, and Our marketing strategy on Your behalf. By the conclusion of the marketing process, We will provide You with written information regarding the coverage details, policy terms and conditions provided by the markets.

We will assist You in gathering and preparing the underwriting information and completing insurance applications. We rely on You for the accuracy and completeness of any information You or anyone else provides to Us on Your behalf. We will also rely on You to provide Us promptly with the information needed to deliver the services and to update any information provided where there has been a material change to that information that may affect the scope of delivery of the services, such as the nature of the risk, the insured entities, property values and descriptions of persons to be covered. Applications requiring signature will be signed by You.

We will obtain Your instructions to Us to bind specific programs based on the program proposal We provide. We expect You to carefully review all documents We give You, including binders, policies and endorsements, and to advise Us immediately if You detect any mistakes or believe the contents do not address Your needs or instructions.

Aon will administer Your relationship with insurance companies including, where applicable, issues such as billings in connection with selected programs, data reporting, and compliance with negotiated requirements.

We will provide services unless and until either of us notifies the other that Aon is no longer acting as Your broker of record. Subject to applicable state law and contractual arrangements with insurers, any commissions to which We were entitled are fully earned.

Surplus Lines and Other Government Taxes

Insurance may not be available in the admitted marketplace for the terms and conditions specified by the Client. In such event, Aon's insurance proposal may include one or more insurers not licensed to transact insurance in the states of exposure and such coverage may be placed as surplus lines coverage pursuant to applicable insurance laws governing the placement of insurance with non-admitted insurers. Persons and entities insured by surplus lines insurers cannot avail themselves of the protection and recovery afforded by the state insurance guaranty funds in the event the surplus lines insurer should become insolvent. The states do not audit the finances or review the solvency of surplus lines insurers.

In some instances, these insurance placements made by Aon or its affiliates on the Client's behalf may require the payment of state surplus lines, excise or other taxes and/or fees in addition to the premium itself. Aon will endeavor to identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the responsibility of the Client. Aon will invoice the Client for the payment of such taxes and fees where it is Aon's responsibility to do so.

Client Responsibilities

Aon will deliver the Included Services based upon the information that the Client and its representatives provide. The Client is responsible for the accuracy and completeness of the information and Aon accepts no liability

Commercial Risk Solutions U.S. Business Terms

Continued

under any circumstances, including all costs and expenses, howsoever arising from the Client's failure to provide such information to Aon. Aon must receive promptly the information to deliver the Included Services as well as the Client's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Included Services, such as a change in the nature of the risk, insured entities, property values and persons or entities to be covered. An inflationary environment and supply chain delays, among other factors, increase losses and therefore the Client is encouraged to engage professional appraisers to conduct current property valuations to help avoid underinsured losses or delays in loss adjustments.

To the extent that any portion of Aon's compensation, by operation of law, agreement or otherwise, becomes adjusted or credited to the Client, it is the Client's responsibility to disclose the actual net cost of the brokerage and insurance costs You have incurred to third party(ies) having an interest in such amounts.

Claims Notification to Insurers

Unless Aon has a specific signed agreement with the Client to the contrary, it is the Client's responsibility to take such steps as are necessary to notify directly those insurers whose policies may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with the terms and conditions of Your policies. Aon assumes no duty or responsibility with respect to such notifications or monitoring the Client's obligation to place insurers on notice unless undertaken in a separate written agreement. The Client may send copies of such notices to members of Aon staff for informational purposes only, but the receipt of such notice by Aon shall not create additional duties or obligations owed by Aon to the Client nor constitute notice to Your insurers.

Contract and Lease Review; General Advice

In instances where Aon provides summaries of contractual requirements or provisions, or any suggested additional or alternative wordings to any contract or lease at the Client's request, such language must be reviewed by the Client's legal advisor before You take action based upon Aon's statements. Aon does not and cannot provide legal advice as to whether the Client's insurance program covers legal obligations contained in the Client's contracts or leases. All descriptions of the insurance coverages are subject to the terms, conditions, exclusions and other provisions of the policies or any applicable regulations, rating rules or plans. Furthermore, it is understood that none of the services provided by Aon are of a legal nature and Aon shall not give legal opinions or provide legal advice or representations.

Confidentiality

Aon takes client confidentiality seriously. We have established controls to protect Your information. We are willing to enter an agreement as You may require for the protection of Your confidential data. The Client acknowledges and agrees that the work products provided by Aon are not to be distributed, used or relied upon by third parties without the written consent of both Aon and the Client, except as may be required by Your legal, accounting and non-insurance financial advisors who agree to be bound by this confidentiality agreement.

Intermediaries

Aon encourages its retail brokers to approach markets directly (without an intermediary) wherever possible. However, where Aon believes it is in the Client's best interest, We may recommend the use of intermediaries, including but not limited to co-brokers, sub-brokers, managing general

Commercial Risk Solutions U.S. Business Terms

Continued

agents/managing general underwriters, wholesale brokers, or reinsurance brokers (collectively, "Intermediary") to assist in the procurement and servicing of the Client's insurance. Aon prefers, wherever possible, to use the services of an Aon-affiliated Intermediary and Aon shall not be responsible for a non-Aon affiliated Intermediary's actual or alleged acts, errors, or omissions or those of its officers, directors or employees. Any and all compensation earned by an Intermediary in connection with the programs shall be in addition to the compensation paid to Aon and shall not be credited against the Fee, if any.

Use of Non-personal Data and Information

Client acknowledges that the Aon Group (as defined below) gathers non-personal data about its clients and their related parties in respect of services provided and, where applicable, clients' (re)insurance placements, including but not limited to names, industry codes, policy types, premium and policy expiration dates, claims and other loss related services, as well as information about the insurance companies that provide coverage to Aon's clients to compete for such clients' (re)insurance placements. This information may be shared, subject to local law restrictions, among Aon affiliated businesses, as well as with third-party service providers acting on Aon's behalf, on a global basis to help carriers strengthen their value proposition to clients with a focus on creating distinctive value for clients. In addition to being used to provide customized services and recommendations to Aon's clients, the information may be used for (i) identifying client opportunities; (ii) optimizing and improving Aon products, services and operations; (iii) creating industry reports, conducting benchmarking and undertaking market research; (iv) providing and developing analytical solutions; and (v) performing statistical, financial and risk modelling, among other services. Aon Group members may earn compensation for providing such services to their clients, service providers, (re)insurers and other business partners.

Due to the global nature of services provided by the Aon Group, information that the Aon Group receives may be transmitted, used, stored and otherwise processed outside of the country where the Client submitted the information.

For purposes of this section, 'Aon Group' means the Aon group of entities worldwide, being Aon plc, Aon's ultimate parent company, and all its subsidiaries, related/associated companies, affiliates as well as joint ventures of such subsidiaries, related/associated companies and affiliates.

Use of Logos

Unless otherwise instructed by the Client, Aon will use the Client's logo, pictures, and other publicly available information to effectively market the Client's Programs or for use in Aon's business records.

Premium Remittance

Premiums paid by the Client to Aon for remittance to insurers and Client premium refunds paid to Aon by insurance companies for remittance to the Client are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or the Client. Subject to such laws and the applicable insurance company's consent, where required, Aon will retain the interest or investment income earned while such funds are on deposit in such accounts.

Jury Waiver

Each party agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of or relating to these Commercial Risk Solutions U.S. Business Terms or any services provided

Commercial Risk Solutions U.S. Business Terms

Continued

to the Client by Aon or its affiliates. In any such action or legal proceeding, neither party shall name, as a defendant any individual employee, officer or director of the other party or its parent(s), affiliates or subsidiaries.

Insurance Proposals and Summaries

Aon's insurance documents containing proposals to bind coverage, summaries of coverages, and certificates of insurance placed are furnished to clients as a matter of information for Our clients' convenience. These documents summarize proposed and placed policies and are not intended to reflect all the terms, conditions and exclusions of such policies. Moreover, the information contained in these documents reflects proposed or placed coverage as of the effective dates of the proposed policies or the date of the summaries and does not include subsequent changes. These documents are not themselves insurance policies and do not amend, alter or extend the coverages afforded by the proposed or placed policies. The insurance afforded by the proposed or placed policies is subject to all the terms, conditions and exclusions contained in such policies as they are issued by the insurers.

Insurer Solvency

While Aon only engages insurers who meet certain requirements as established by Us from time to time, We make no representation, guarantee or warranty as to the solvency or ability of any insurer to pay any amounts for insurance claims or otherwise.

Pricing

Aon does not and cannot guarantee the availability or price of insurance for the Client's risks and is not responsible for fluctuation in the premiums charged by insurers. Aon will rely on the Client to review and approve any calculation or estimation of premium and Aon is not responsible for any loss occasioned as a result of Aon's calculation or estimation of premium and statutory charges that may apply to the Client's insurance.

Mutual Limited Waiver of Liability

Neither party to these Commercial Risk Solutions U.S. Business Terms shall be liable to the other for any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either party has been advised of the likelihood of such damages) or for any attorney's fees (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise) arising out of services provided by Aon or its affiliates.

Standard Terms and Conditions

Aon assumes no responsibility for the adequacy or effectiveness of programs or coverages that We did not implement or place.

Any loss control services, summaries and/or surveys performed by Aon are advisory in nature and are for the sole purpose of assisting the Client in Your development of Your risk control and safety procedures. Such services and/ or surveys are limited in scope and do not constitute a safety inspection nor verify that the Client is in compliance with federal, state and local laws, statutes, ordinances, recommendations, regulations, consensus codes or other standards.

Insurance Producer's Role and Compensation

The role of the insurance producer such as Aon in any particular transaction involves review with insurance purchasers about the benefits and terms and conditions of insurance contracts and selling insurance. Compensation is paid to the producer based on the insurance contract the

Commercial Risk Solutions U.S. Business Terms

Continued

producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, as well as the arrangement between the producer and the purchaser, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects.

Unless applicable state law and regulation or contractual agreement between Aon and insurers states otherwise, any commission that Aon is entitled to receive for any placements is fully earned at inception of the insurance programs described in Our insurance proposals and Aon is entitled to retain such commissions in the event of a midterm cancellation of coverage or a reduction in coverage resulting in a premium adjustment.

To the extent that any portion of Aon's compensation as reflected on its invoices becomes adjusted or credited to Our client, it is the client's responsibility to disclose the actual net cost to the client of the brokerage and insurance costs incurred to third party(ies) having an interest in such amounts.

In placing, renewing, consulting on or servicing Your insurance coverages, Aon and its affiliates ("Aon") may participate in contingent commission arrangements with insurance companies that provide for additional compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Aon with the insurance company or the overall performance of the policies placed with that insurance company rather than on an individual policy basis. As a result, Aon may be considered to have an incentive to place Your insurance coverages with a particular insurance company.

You may obtain information about compensation expected to be received by Aon based in whole or in part on the sale of insurance to You, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to You by Aon by contacting Your Account Executive or emailing: aon.us.broking@aon.com.

Limitation of Liability

Remove this provision or modify the amount of the limitation **only** in accordance with a **current** escalation approved by the US LoL Committee.

Ao
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Commercial Risk Solutions U.S. Business Terms, including costs, expenses and attorneys' fees incurred in any underlying action by the Client that may be or are characterized as "compensatory or other damages", whether based on contract, tort (including negligence), or otherwise, in connection with or related to Our services (including a failure to provide a service) or any other service that We provide shall be limited to a total aggregate amount of US $2.5 million ("Liability Limitation"), to the fullest extent permitted by law.

This Liability Limitation shall apply to the Client and extend to the Client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (hereinafter, each a "Client Related Entity") wherever located that seek to assert claims against Aon, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "Aon Related Entity"). Nothing in this Liability Limitation section implies that Aon or any Aon Related Entity owes or accepts any duty or responsibility to Client or any Client Related Entity.

If the Client or any Client Related Entity asserts any claims or makes any demands against Commercial Risk Solutions or any Aon Related Entity for a total amount in excess of this Liability Limitation, then the Client agrees to indemnify Aon for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by Aon or any Aon Related Entity that exceeds this Liability Limitation.

General Data Protection Regulation (GDPR)

This GDPR schedule ("**GDPR Schedule**") forms part of the Engagement Letter ("**Agreement**") between Aon and Client (each a "**Party**" and together the "**Parties**") and any applicable Statement of Work (as defined below).

To the extent that the provisions of this GDPR Schedule conflict with, or are inconsistent with, any provisions in the Agreement, the GDPR Schedule shall prevail.

1. DEFINITIONS AND INTERPRETATION

   a. In this GDPR Schedule the following terms shall have the following meanings:

   "Affiliate" means, with respect to a Party, an entity that is Controlled by, Controlling or in common Control with that Party, where "Control" means the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting shares, by contract or otherwise;

   "Agreement Personal Data" means any personal data (including any sensitive or special categories of data) that is transmitted, stored or otherwise processed under or in connection with the Agreement;

   "Aon Group" means the Aon group of entities worldwide, being Aon PLC, Aon's ultimate parent company, and all its subsidiaries, related/associated companies, Affiliates as well as joint ventures of such subsidiaries, related/associated companies and Affiliates;

   "DP Laws" means any applicable data protection and privacy laws relating to the protection of individuals with regards to the processing of personal data including but not limited to (i) the General Data Protection Regulation (EU) 2016/679 ("GDPR"); (ii) the GDPR as transposed into the national laws of the United Kingdom ("UK GDPR"); (iii) Directive 2002/58/EC ("ePrivacy Directive"); (iv) the California Consumer Protection Act of 2018 ("CCPA") and any corresponding or equivalent United States state or federal laws or regulations including any amendment, update, modification to or re-enactment of such laws (together "US Privacy Laws");and (v) any corresponding or equivalent national laws or regulations including any amendment, supplement, update, modification to or re-enactment of such laws;

   "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Agreement Personal Data;

   "Restricted Transfer" means a transfer of the Agreement Personal Data between Client and Aon which, in the absence of the SCCs, would be unlawful under DP Laws;

   "SCCs" means (i) the standard contractual clauses set out in Commission Implementing Decision (EU) 2021/914 for the transfer of personal data to third countries pursuant to the GDPR, as updated, amended, replaced and superseded from time to time ("EU SCCs"); and/or (ii) the UK IDTA;

   "Statement of Work" means a statement of work, work order or other document ancillary to the Agreement, under which Aon or its Affiliates agree or have agreed to provide services to Client or its Affiliates; and

   "UK IDTA" means either the International Data Transfer Agreement (the "IDTA") or the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (the "UK Addendum")

General Data Protection Regulation (GDPR)

Continued

issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018.

The terms "controller", "data subject", "personal data", "processing", "processor", "sensitive personal data", "special categories of data", "supervisory authority" and "transfer" shall have the same meanings ascribed to them under the DP Laws.

b. Capitalised terms not defined in Clause 1.1 shall have the meaning ascribed to them elsewhere in the Agreement.

c. Except as modified below, the terms of the Agreement shall remain in full force and effect.

2. PROVISIONS APPLICABLE TO CONTROLLER SERVICES

a. The Parties envisage that under this GDPR Schedule, each Party is a separate controller of the Agreement Personal Data processed for the provision of the services applicable to the Agreement listed in Appendix 1 ("Controller Services").

b. If the Parties or their Affiliates (as applicable) enter into a Statement of Work, under which Aon agrees to provide services to Client which:

i. are listed in Appendix 1 then the relevant services shall be deemed applicable for the purposes of Appendix 1 from the date of that Statement of Work; or

ii. are not covered by Appendix 1, then the Parties or their Affiliates (as applicable) may agree in writing to update Appendix 1 to insert details of the relevant services.

c. Each Party agrees for its own part that, to the extent that it processes Agreement Personal Data as a separate controller:

i. it will observe all applicable requirements of DP Laws and this GDPR Schedule in relation to its processing of Agreement Personal Data; and

ii. all Agreement Personal Data collected or sourced by it or on its behalf for processing in connection with the Agreement or which is otherwise provided or made available to the other Party shall have been collected or otherwise obtained in compliance with DP Laws, and may be processed, disclosed and transferred as described in or in connection with the Agreement.

d. Aon and Aon Affiliates may process, transfer and disclose personal data as described in Aon's privacy notice in particular for (i) the delivery of the Controller Services; (ii) administration of engagement and general correspondence with Client; (iii) screening of individuals associated with Client against international sanctioned parties lists; and (iv) aggregation, de-identification and, where feasible, full anonymisation of personal data for benchmarking, market research and data analysis purposes associated with the development of Aon Group's products and services.

e. The Parties will work together in good faith to ensure information prescribed by DP Laws is made available to relevant data subjects, including where necessary the Client's provision of such information to data subjects on Aon's behalf.

f. Each Party shall implement appropriate technical and organisational security measures in relation to the processing of the Agreement Personal Data under or in connection with the Agreement, which shall ensure a level of security appropriate to the risk including, as appropriate, (i) pseudonymisation and encryption; (ii) the ability to

General Data Protection Regulation (GDPR)

Continued

ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to the Agreement Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of those measures.

g. Aon shall maintain a global data governance framework which mandates strict technical and organisational security measures applicable to the processing of Agreement Personal Data including those relating to, without limitation, access control, data handling, malware protection, security organisation, system configuration and hardening, personnel security, physical security, business continuity plans and disaster recovery and third party security.

h. Aon shall retain the Agreement Personal Data pursuant to its corporate record retention schedules for the purposes of meeting Aon's legal and regulatory obligations, and enabling Aon to establish, exercise or defend legal claims.

i. If either Party receives any complaint, notice or communication from a supervisory authority which relates to the other Party's: (i) processing of the Agreement Personal Data; or (ii) potential failure to comply with DP Laws in respect of the Agreement Personal Data, that Party shall direct the supervisory authority to the other Party.

j. If a data subject makes a written request to a Party to exercise any of their rights in relation to the Agreement Personal Data that concerns processing of the other Party, that Party shall direct the data subject to that other Party.

k. If either Party becomes aware of a Personal Data Breach that requires notification to a supervisory authority, it shall notify the other Party without undue delay, and each Party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to supervisory authorities and/or to affected data subjects.

l. The Parties acknowledge that Agreement Personal Data may be transferred or otherwise processed or transferred outside the United Kingdom and the European Economic Area ("International Transfers") provided that such International Transfer is made in compliance with DP Laws, including, if applicable, by adoption of SCCs, or such other international transfer mechanism that effectively complies with DP Laws.

m. With respect to Restricted Transfers, the SCCs are hereby incorporated into this Agreement by reference and will come into effect upon the commencement of any such Restricted Transfer, and the following terms shall apply. In each case, the data exporter is the Party or its Affiliates (as applicable) disclosing the personal data and the data importer is the Party or its Affiliates (as applicable) receiving the personal data:

    i. where a Restricted Transfer is subject solely to the GDPR the following terms shall apply:

        1. Annex IA of the EU SCCs will be populated with the details of the Parties set out in the Agreement, Annex IB of the EU SCCs will be populated with the description of processing of personal data set out in Appendix 1 to this GDPR Schedule; and

        2. For the purposes of Module 1 of the EU SCCs: clause 7 and the optional language in clause 11(a) shall not apply, the supervisory authority for the purposes of clause 13(a) shall be

General Data Protection Regulation (GDPR)

Continued

determined by the place of establishment of the data exporter, the governing law and choice of forum and jurisdiction stipulated in the Agreement shall apply to the extent that it is the law and the courts of an EU member state otherwise it shall be those of the Republic of Ireland, and the technical and organizational security measures set out in Clauses 2.6 and 2.7 shall apply. The frequency of the transfer shall be continuous, as necessary to deliver the Controller Services, and retention shall be determined by Aon's corporate record retention schedules and policies.

ii. where a Restricted Transfer is subject to both GDPR and UK GDPR the following terms with respect to the UK Addendum shall, in addition to Clause 2.13(a) above, also apply:

   1. the EU SCCs shall be read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK Addendum; and

   2. the Parties confirm that the information required for the purposes of Part 1 (Tables) of the UK Addendum is set out in the Agreement.

iii. where a Restricted Transfer is subject solely to the UK GDPR the Parties confirm that the information required for the purposes of Part 1 (Tables), Part 2 (Extra Protection Clauses) and Part 3 (Commercial Clauses) of the IDTA is set out in the Agreement and Appendix 1 to this GDPR Schedule and the technical and organizational security measures set out in Clauses 2.6 and 2.7 shall apply.

n. For the avoidance of doubt (and without prejudice to third party rights for data subjects under the SCCs) the Parties hereby submit to the limitations stipulated in the Agreement with respect to their respective liability towards one another under the SCCs.

o. To the extent that there is any conflict or inconsistency between the terms of the SCCs and the terms of the Agreement, the terms of the SCCs shall take precedence.

p. If, and to the extent that, the European Commission or the United Kingdom issues any amendment to, or replacement of, the EU SCCs or the UK IDTA pursuant to Article 46(5) or Article 46 of the GDPR or UK GDPR, the Parties agree in good faith to take such additional steps as necessary to ensure that such replacement terms are implemented across all transfers.

q. If, at any time, a supervisory authority or a court with competent jurisdiction over a Party mandates that transfers from controllers in the EEA or the United Kingdom to controllers established outside the EEA or the United Kingdom must be subject to specific additional safeguards (including but not limited to specific technical and organisational measures), the Parties shall work together in good faith to implement such safeguards and ensure that any transfer of personal data is conducted with the benefit of such additional safeguards.

General Data Protection Regulation (GDPR)

Continued

Appendix 1. Controller Services

Description of processing

Where applicable, for the purposes of the SCCs, Agreement Personal Data is processed for the purposes of providing the Controller Services listed below and is processed for the duration of the Agreement. Processing operations may be set out more specifically in the Agreement and/or any applicable Statement of Work

Solution Line	Service	Type of Personal Data	Categories of Data Subject
Commercial Risk Solutions and Reinsurance Solutions	**(I) Insurance and reinsurance broking and consultancy services and (II)Aon M&A and Transaction Solutions (AMATS):** (I) Advising on insurance and/or reinsurance contracts ("Contracts"), arranging deals in Contracts, making arrangements with a view to transactions in Contracts, dealing as agent in Contracts, and assisting in the administration and performance of Contracts and consulting on risks and insurance and re-insurance claims; (ii) Advising on risk and insurance, risk and insurance due diligence, cyber security consultancy and cyber due diligence, human capital due diligence (pensions, health and benefits, compensation), IP consultancy.	• Basic personal details (name, address, date of birth, age, gender, nationality) • Family, lifestyle and social circumstances • Employment and professional qualifications • Information on account opening forms • Identification and verification data (including images of ID card or passport) • Financial details • Information about shareholdings where relevant to the insurance • Insurance details (type and amount of insurance, details of claim) • Medical history where relevant to the services	• Insured individuals • Claimants • Beneficiaries

Appendix

- Compensation for the Value We Deliver
- Copies of Insurer Quotes



Compensation for the Value We Deliver

Aon is an insurance broker and, when serving as your retail insurance broker, in addition to or in lieu of compensation you may pay, Aon may earn compensation which relates in whole or in part to your insurance placement.

For policy level commissions, Aon endeavors to receive compensation using standard commission rates by line of business that we seek to achieve with insurers in advance of individual policy placements. We believe this creates a fairer marketplace among insurers and allows our insurers to focus on the client's needs and risk history, not on commission rate negotiation. In turn, because insurers will be evaluated on their capabilities, clients will be able to more easily compare quotes.

Aon's standard commission rates differ by line of business and, when placed in the U.S. market, are up to the following commission rates: Aviation, 17.5%; Casualty, 18.5%; Cyber, 17.5%; Energy, 20%; Entertainment, 20%; Environmental, 18%; Marine 20%; Med Mal/ Healthcare, 17.5%; Professional/ E&O,17.5%; Property, 18%; Product Recall, 20%; Financial Lines, 18%; Healthcare, 20%; Surety, 35%; Terrorism, 25%; Trade Credit, 17.5%; and Workers Compensation, 15%. Where an Aon broker is placing a policy in the London or Bermuda market, Aon endeavors to earn 20% on those lines of business. Where Aon has created a facility with proprietary terms and conditions negotiated, the Aon standard commission rates range from 20% – 22.5%. Some lines of business are not conducive to standardization because they are subject to state filing regulations, state-specific rates and/or industry-specific rates. The standard commission rates we achieve do not include program business (e.g., franchises, sponsored groups) or large deductible programs.

In addition, Aon provides certain administrative and other related placement services to markets. Compensation of up to 7.5% for these services may take the form of a national additional commission (NAC) or a subscription market brokerage (SMB). Collecting these commissions will not change the premium quoted.

Compensation paid to Aon may vary based upon a number of factors, including the insurance contract and the insurer you select, the volume of business and/or profitability of business we place with each insurer. Therefore, Aon may be considered to have an incentive to place insurance coverages with a particular insurance company. We strive for transparency with each Client and the final decision regarding coverage and market options is the Client's decision.

If you are interested in receiving Aon's standard commission grid and/or a Commission Disclosure Report identifying the individual commission rates on your placements or compensation expected to be received based in whole or in part on any alternative quotes, ask your Account Executive or write us at aon.us.broking@aon.com.

Aon [1]

City of Buena Park

Commission Disclosure Report

Policy Eff Date	LOB Description	Carrier Name	Intermediary, if applicable	Premium	Quoted AON Commission Rate	National Add'l Commission Rate	Total Cost to Client
7/1/2024	DIC	Lexington Insurance Company		$ 100,800	10.00%		$ 100,800
7/1/2024	DIC	Lloyd's of London		$ 141,150	10.00%		$ 141,150
7/1/2024	DIC	Arch Specialty Insurance Company		$ 100,800	10.00%		$ 100,800
				$ 342,750			**$ 342,750**

Disclosures

[1.] Aon is an insurance broker and, when serving as your retail insurance broker, in addition to or in lieu of compensation you may pay, Aon may earn compensation which relates in whole or in part to your insurance placement. Such compensation may vary based upon a number of factors, including but not limited to the involvement of third parties, the insurance contract and the insurer you select, if we perform administrative activities at the time of placement or during the period of insurance in relation to specific products and facilities which facilitate the insurers' own activities, as well as the volume and/or profitability of business we place with each insurer.

Edition Date: June 8th, 2024

City of Buena Park

07/01/2024 - 07/01/2025

Prepared for:

Kyle Powell

AON Risk Services, Inc.

Prepared by:

Shaida Monshi
213.593.3417
smonshi@brcins.com

Date: 06/12/2024
Quote Expires In: 19 Days

Insurance Proposal

We are pleased to offer the following Quotation for your review which has been obtained solely on the basis of your instructions to us. Note this Quotation may be withdrawn at any time prior to acceptance and coverage may not be bound without prior consent from the insurer as confirmed in writing by Brown & Riding.

Please note that the coverage, terms, and conditions described in this Quotation may differ from those requested in Producer's original submission. Producer is responsible for reviewing the suitability of coverage, terms, and conditions with the insured and for reconciling any differences between this Quotation and your original submission to us.

INSURED:
City of Buena Park

MAILING ADDRESS:
6650 Beach Boulevard
Buena Park, CA, 90621

POLICY TERM:
07/01/2024 - 07/01/2025

INSURER
Arch Specialty Insurance Company

STATUS
Non Admitted

PREMIUM BREAKDOWN:

Premium	$	100,800.00
CA SL Tax	$	3,024.00
CA Stamping Fee	$	181.44
Total Gross Amount	**$**	**104,005.44**

COMMISSION: 10.00 % of premium excluding fees and taxes. Balance is due within 20 days of binding.

25% MINIMUM RETAINED PREMIUM IN THE EVENT OF CANCELLATION. NO FLAT CANCELLATIONS.

Brown & Riding Insurance Services, Inc., 0592033

TERMS
Terms and Conditions per Attached Carrier Quote

Perils:
DIC including EQ, excluding Flood - No Exclusion for Ensuing EQ Water Damage

Covering:
Covering Real Property (Including Walks, Walkways, Driveways, Patios, and Other Paved Surfaces; Retaining Walls, Fences & Gates; Foundations (above and below ground) & Supports; Underground Property; Light Poles & Signs), including Excavation & Backfill, Business Personal Property & Ordinance or Law

Limits:
$5,000,000 part of $10,000,000 Per occurrence and in the Annual Aggregate as Respects to the Peril of Earthquake

Sub-limits (50%):
Included – Ordinance or Law Coverage A
$5,000,000 p/o $10,000,000 – Ordinance or Law Coverage B & C Combined
$2,500,000 –Utility services - Direct Damage and Time Element

Coinsurance:
Nil

Valuation:
Replacement Cost

TIV:
$102,885,712

Deductible:
EQ: 5% of Values Per Unit of Insurance, Subject to a Minimum of $25,000 Per Occurrence
AOP: $25,000 Per Occurrence

Occurrence Limit of Liability (Item 2b Deleted)

SUBJECTIVITY(IES)
A 1% broker fee will be applied to any AP Endorsements
Signed TRIA
Signed SOV
Signed D-1
60/10 NOC

TRIPRA

Date: 06/12/2024
Quote Expires In: 19 Days

Declined -Pursuant to the Terrorism Risk Insurance Act (TRIA), as Outlined on the Attached, Coverage for Certified Acts of Terrorism is Available for an Additional Premium of $96,000 Plus Any Applicable Taxes & Fees.

Brown & Riding will bind or place insurance solely upon the written instructions of Producer. Brown & Riding assumes no legal obligation as to the insurance applicant, insured, or known or unknown third parties regarding the suitability, adequacy, or appropriateness of limits, terms, conditions, exclusions, and other policy features.

Producer guarantees payment of premium for risks placed through Brown & Riding. If Producer does not make timely payment of any sums due Brown & Riding, then the policy may be canceled for non-payment of premium.

By binding this coverage, the Retailer confirms that the prospective insured has (1) been advised of the right to receive policy documents in paper format; and (2) has consented to receive all such documents electronically.

Please note that in placing or attempting to place insurance requested by Producer, we perform several tasks, which may or may not include: review of losses, risk modeling, coverage comparison, coverage negotiation with various carrier representatives, policy review, policy issuance and servicing. We may charge a fee for these services in addition to any commission that may be payable to us by the carrier with which we bind your client’s business. Fees charged at binding will be fully earned. Producer shall be responsible for disclosing to Producer's customer all Brown & Riding fees, income, and charges.

Regards,

Shaida Monshi

ARCH SPECIALTY INSURANCE AGENCY, INC.
License No: 0D65274
(A Missouri Corporation)

Mailing Address:
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

Tel: (866) 413-5550

Archinsurance.com

Renewal Quote

Date June 3, 2024

To
Andreana Lopez
Brown & Riding Insurance Services, Inc.
633 West 5th Street
Suite 2000
Los Angeles, CA 90071

(213)452-7060
alopez@brcins.com

From
Tamar Morkos
VP, E&S Property
(213) 283-3553
TMorkos@archinsurance.com

Original Insured
City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90621

Re
Property Quotation #: 2657158

Renewal of: ESP1046808-00

Please read all of the following terms and conditions shown below carefully as they may not conform to the specifications shown on your submission.

Proposed Policy Period
Effective: July 1, 2024
Expiration: July 1, 2025
(12:01 A.M. Standard time at the address of the Insured shown above)

Insurer
Arch Specialty Insurance Company
Non-Admitted Carrier
AM Best Rating: A+ Standard & Poor's Rating: A+

Total Insurable Values $102,885,712

Limit of Liability

100% Program Limit (all layers)	$25,000,000 (Ground Up – Per Occurrence)
Arch Participation	50.0000% being $5,000,000 Per Occurrence and Annual Aggregate part of $10,000,000 Per Occurrence and Annual Aggregate and excess of deductibles
100% Program Sub-limits	All sub-limits shown below are the 100% program sub-limits which apply on a ground-up basis over all participating layers of insurance. Arch Specialty Insurance Company's participation, if any, in such sub-limits shall be in proportion to Arch Specialty Insurance Company's participation in the overall limits for this account, as detailed in the Participation Section above. Sub-limits are part of and not in addition to the 100% Program Limit shown above and are per occurrence unless otherwise indicated. Ordinance or Law Coverage A - Included Ordinance or Law Coverage B & C Combined - $5,000,000 Utility Services - Direct Damage and Time Element (Excluding Overhead Transmission Lines) - $2,500,000

Deductibles

All Other Perils: $25,000 Per Occurrence
Earthquake: 5% Per unit, subject to $25,000 minimum per occurrence

Coverage

Coverage Territory	The United States of America (Including its territories and possessions) and Puerto Rico
Location(s) Covered	As per schedule on file received on 04/02/2024
Covered Perils	Difference In Conditions Including Earthquake but excluding Flood - No Exclusion for Ensuing Earthquake Water Damage subject to policy terms, conditions, and exclusions
Covered Property	Real Property Business Personal Property
Valuation	Replacement Cost as respect to Real and Business Personal Property
Co-Insurance	NIL as respects Real and/or Personal Property

Policy Terms and Conditions

Policy Conditions	Our limit is subject to no other property insurance participation by any Arch Insurance legal entity, including any MGA writing on behalf of Arch Insurance such as Ventus Risk Management and reThought Insurance Corporation. Receipt of Primary Policy within 45 days of binding Additional Covered Property: Walks, Walkways, Driveways, Patios, other Paved Surfaces, Retaining Walls, Fences, Gates, Foundations (above and below ground) and Supports, Underground Property, Light Poles, Signs, Excavation and Backfill. Definition of Occurrence is 168 Hours

Subject To	Surplus Line Broker Information Signed and Dated Terrorism Disclosure Notice (If Rejected)
Policy Form Description	Excess Property Following Form
Cancellation	60 Days / 10 Days for Non-Payment Cancellation by Company is on a prorata basis Cancellation by Insured is on a short rate basis
Minimum Earned Premium	25.00%

Applicable Policy Forms

Form Number	Form Name
06 EXP0001 00 07 16	COMMERCIAL PROPERTY DECLARATIONS (ASIC)
00 ML0012 00 01 03	SCHEDULE OF FORMS AND ENDORSEMENTS
00 ML0213 05 01 20	CALIFORNIA IMPORTANT NOTICE
06 ML0002 00 12 14	SIGNATURE PAGE (ARCH SPECIALTY)
00 EXP0009 00 11 14	MINIMUM EARNED PREMIUM CLAUSE – PERCENTAGE
00 EXP0091 00 11 03	COMMON POLICY CONDITIONS
00 ML0325 00 03 23	CHOICE OF LAW, CONSENT TO JURISDICTION, LIMITATION OF ACTIONS AND SERVICE OF SUIT
06 CP0002 00 03 08	CLAIMS HANDLING PROCEDURES (Arch Specialty Ins. Co.)
00 MLT0031 00 12 19	TERRORISM COVERAGE DISCLOSURE NOTICE
00 EXP0127 00 06 06	EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL, OR CHEMICAL TERRORISM
00 EXP0125 00 06 06	TOTAL TERRORISM EXCLUSION
00 ML0065 00 06 07	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")
00 EXP0078 00 03 24	OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT
00 EXP0199 00 01 16	AMENDMENT OF OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT
00 EXP0003 00 08 14	EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS
00 EXP0192 00 03 15	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
00 PRP0006 00 04 16	ELECTRONIC DATA EXCLUSION
00 PRP0042 00 06 15	POLLUTION AND CONTAMINATION EXCLUSION ENDORSEMENT
00 EXP0189 00 02 15	ASBESTOS MATERIAL REMOVAL LIMITATION
00 EXP0190 00 02 15	AUTHORITIES EXCLUSION
00 EXP0225 00 03 21	APPRAISAL
00 EXP0132 00 11 14	PRE-EXISTING DAMAGE EXCLUSION
	BROKER POLICY MANUSCRIPT FORM
00 EXP0183 00 11 14	PROPERTY FOLLOWING FORM COVERAGE PART

Premium

100% Layer Premium excluding TRIPRA	$201,600.00
Arch Share Premium Breakdown	
Arch Premium	$100,800.00

Arch Total Premium excluding TRIPRA	**$100,800.00**
TRIPRA Certified Acts of Terrorism Premium	$100,800.00
Arch Total Premium including TRIPRA	**$201,600.00**

TRIPRA Certified Acts of Terrorism

Premium for the Arch Share for the optional coverage for Certified Acts of Terrorism is as per the provisions of the Terrorism Risk Insurance Program Reauthorization Act of 2019 and is in addition to and not included in the Arch Share premium above. We can include coverage as required by TRIPRA for an additional premium as displayed above. Note that terrorism coverage would not be provided at locations outside of the United States of America. If this optional coverage is rejected, then the attached Terrorism Coverage Disclosure Notice must be signed by the Insured and returned at the time of binding.

Commission

Broker: 17.50%

Invoice Disclaimer

Payment of premium is due 30 days from the policy effective date. Should the premium not be received by the due date, notice of cancellation for non-payment of premium will be issued.

This quote is valid for 30 days or until the proposed effective date, whichever occurs first.

If, between the date of the original submission and the effective date of the policy, there is a material change in any of the information (including but not limited to claims or potential claims) originally submitted or subsequently requested by Arch, the Insured is required to notify Arch immediately. Arch reserves the right to terminate or modify the terms of this quote in the event of a material change in such information.

Please advise if there are any questions regarding this quote or if we are to bind.

Surplus Lines Agent

Brown & Riding Insurance Services, Inc.
633 West 5th Street
Suite 2000
Los Angeles, CA 90071

License Number

0592033

This policy will be issued by a surplus lines insurer. Compliance with applicable laws and payment of the surplus lines premium taxes is the responsibility of the Insured, insurance agent or insurance broker. Applicable taxes and fees are not included in the premium due for the insurance coverage bound. It is the responsibility of the Agent/ Broker firm to provide the Company with the name, license number and a copy of the surplus lines broker's surplus lines license in the state in which the Insured is located (for New Jersey business, please also provide the Surplus Lines Transaction number). It is the responsibility of the Agent/ Broker firm to conform to the Laws and Regulations of the applicable jurisdictions, including but not limited to, payment of surplus lines premium taxes, procuring of affidavits and compliance with surplus lines laws.

Signature Authorized by

Tamar Morkos

TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the subsequent Terrorism Risk Insurance Program Reauthorization Acts (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy**. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027**.

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed $100,000,000,000 during any **Calendar** Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed $100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds $100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: $100,800.00
(This charge/amount is applied to obtain the final premium.)
You may choose to reject the offer by signing the statement below and returning it to us. **Your policy will be changed to exclude the described coverage**. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

Policyholder/Legal Representative/Applicant's Signature	City of Buena Park Named Insured
Print Name of Policyholder/Legal Representative /Applicant	Arch Specialty Insurance Company Insurance Company
Date:	Policy Number: ESP1046808-01

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully**.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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Arch Specialty Insurance Agency Inc.
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

T: (866) 413-5550
F: (415) 490 9600
archinsurance.com

June 03, 2024

Andreana Lopez
Brown & Riding Insurance Services, Inc.
Sent via Email

Re: City of Buena Park
ESP1046808-01
July 01, 2024 – July 01, 2025

Dear Andreana Lopez,

The above captioned policy is written through your office on a surplus lines basis. As a surplus lines broker, you acknowledge and agree it is your responsibility to arrange for the collection and payment of the appropriate surplus lines tax as well as the filings of any applicable tax affidavit.

Please validate the information shown below is correct, or provide any missing information to us as soon as possible but no later than thirty (30) days after the policy effective date.

***** ***** ***** ***** ***** BROKER USE ONLY ***** ***** ***** ***** *****

S/L Agent's Name: Brown & Riding Insurance Services, Inc.

S/L Agent's Address: 633 West 5th Street, Suite 2000, Los Angeles, CA 90071

S/L Agent's License #: 0592033

State in which surplus lines taxes were filed: CA

Texas: If the Insured filed directly with the State of Texas, please forward to Arch Insurance Group a copy of the completed "Independently Procured Insurance" form

New Jersey: Transaction Number required: _____

Regards,

Property Department

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under this Policy.

It is agreed that the following special terms and conditions apply to this policy:

1. The DEFINITIONS Section of the policy and any forms or endorsements attached thereto are amended by the addition of the following Definitions:

a. "Occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters or casualties, arising out of one event. The duration and extent of any one loss, disaster, casualty or series of losses, disasters or casualties will be limited to all losses or series of losses occurring during any period of 168 consecutive hours arising out of, and directly occasioned by, the same event.

When the term applies to loss or series of losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, earth movement, volcanic action, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, terrorism, one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, you may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than when the first loss occurs to any Covered Property.

b. "Program" shall mean the sum of all policies from all insurance companies issued to you, inclusive of any self-insurance which may be arranged in one or more layers that provide coverage up to an agreed Program limit.

c. "Statement of Values" shall mean any statement, spreadsheet, or schedule provided by you or your agent or representative and reviewed and accepted by us, which identifies the locations covered under our policy and the values for individually Scheduled Items related to each location.

d. "Scheduled Item" shall mean any separately identified value on the Statement of Values, including but not limited to a building-specific or location-specific value for real property, personal property, improvements and betterments, mobile equipment, stock/inventory, machinery and equipment, inventory in transit, business income, business interruption, gross earnings, gross profits and/or rental value. While the Statement of Values may include a Total Insured Value ("TIV") for each building or location, the TIV is not a "Scheduled Item."

2. The premium for this policy is based upon the Statement of Values on file with us, or attached to this policy. In the event of loss hereunder, your recovery prior to the application of paragraphs **3**, **4** and **5** is limited to the least of the following:

a. The actual adjusted amount of loss for each individually Scheduled Item insured which suffered loss or damage.

b. The individually stated value for each Scheduled Item of interest insured which suffered loss or damage, as shown on the latest Statement of Values on file with us, or attached to this policy.

c. The Limit of Liability or Amount of Insurance shown on the Declarations Page or endorsed onto this policy.

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SPECIMEN

3. After the amount of your recovery is determined pursuant to paragraph **2** above, the amount of our liability shall be determined by applying any underlying insurance, self-insurance, applicable deductibles, and our percentage of the risk as specified elsewhere in the Policy.

4. If, under the terms of this policy, our participation is limited to a percentage or part of the overall Program limits of liability provided by all insurers, this endorsement does not increase our percentage of participation or decrease our attachment point.

5. The Limit of Liability or Amount of Insurance shown on the Declarations Page of this policy, or endorsed onto this policy, is the total limit of our liability applicable to each "occurrence". Notwithstanding any other terms and conditions of this policy, in no event shall our liability exceed this limit or amount, irrespective of the number of locations involved.

All other terms and conditions of this Policy remain unchanged.

SPECIMEN

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

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City of Buena Park

07/01/2024 - 07/01/2025

Prepared for:

Kyle Powell

AON Risk Services, Inc.

Prepared by:

Shaida Monshi
213.593.3417
smonshi@brcins.com

Date: 06/12/2024
Quote Expires In: 19 Days

Insurance Proposal

We are pleased to offer the following Quotation for your review which has been obtained solely on the basis of your instructions to us. Note this Quotation may be withdrawn at any time prior to acceptance and coverage may not be bound without prior consent from the insurer as confirmed in writing by Brown & Riding.

Please note that the coverage, terms, and conditions described in this Quotation may differ from those requested in Producer's original submission. Producer is responsible for reviewing the suitability of coverage, terms, and conditions with the insured and for reconciling any differences between this Quotation and your original submission to us.

INSURED:
City of Buena Park

MAILING ADDRESS:
6650 Beach Boulevard
Buena Park, CA, 90621

POLICY TERM:
07/01/2024 - 07/01/2025

INSURER
Underwriters at Lloyds of London

STATUS
Non Admitted

PREMIUM BREAKDOWN:

Premium	$	140,000.00	
Broker Fee	$	2,100.00	Fully earned at inception
Company Fee	$	1,150.00	Fully earned at inception
CA SL Tax	$	4,234.50	
CA Stamping Fee	$	254.07	
Total Gross Amount	**$**	**147,738.57**	

COMMISSION: 10.00 % of premium excluding fees and taxes. Balance is due within 20 days of binding.

25% MINIMUM RETAINED PREMIUM IN THE EVENT OF CANCELLATION. NO FLAT CANCELLATIONS.

Brown & Riding Insurance Services, Inc., 0592033

TERMS
Terms and Conditions per Attached Carrier Quote

Perils:
Excess DIC including EQ, excluding Flood - No Exclusion for Ensuing EQ Water Damage

Covering:
Covering Real Property (Including Walks, Walkways, Driveways, Patios, and Other Paved Surfaces; Retaining Walls, Fences & Gates; Foundations (above and below ground) & Supports; Underground Property; Light Poles & Signs), including Excavation & Backfill, Business Personal Property & Ordinance or Law coverage A

Limits:
$15,00,000 Excess of $10,000,000 Per occurrence and in the Annual Aggregate as Respects to the Peril of Earthquake

Coinsurance:
Nil

Valuation:
Replacement Cost

TIV:
$102,885,712

Per Primary, Contemplates a Minimum Deductible of:
EQ: 5% of Values Per Unit of Insurance, Subject to a Minimum of $25,000 Per Occurrence
AOP: $25,000 Per Occurrence

Occurrence Limit of Liability (Item 2b Deleted)

SUBJECTIVITY(IES)
A 1.5% broker fee will be applied to any AP Endorsements
Signed TRIA (Needed to Bind)
Signed and dated Statement of Values (SOV) is required at time of binding. Until provided, the OLLE will be on the policy (Needed to Bind)
Signed D-1 (Needed to Bind)
60/10 NOC

TRIPRA
Pursuant to the Terrorism Risk Insurance Act (TRIA), as Outlined on the Attached, Coverage for Certified Acts of Terrorism is Available for an Additional Premium of $42,000 Plus Any Applicable Taxes & Fees.

Date: 06/12/2024
Quote Expires In: 19 Days

Brown & Riding will bind or place insurance solely upon the written instructions of Producer. Brown & Riding assumes no legal obligation as to the insurance applicant, insured, or known or unknown third parties regarding the suitability, adequacy, or appropriateness of limits, terms, conditions, exclusions, and other policy features.

Producer guarantees payment of premium for risks placed through Brown & Riding. If Producer does not make timely payment of any sums due Brown & Riding, then the policy may be canceled for non-payment of premium.

By binding this coverage, the Retailer confirms that the prospective insured has (1) been advised of the right to receive policy documents in paper format; and (2) has consented to receive all such documents electronically.

Please note that in placing or attempting to place insurance requested by Producer, we perform several tasks, which may or may not include: review of losses, risk modeling, coverage comparison, coverage negotiation with various carrier representatives, policy review, policy issuance and servicing. We may charge a fee for these services in addition to any commission that may be payable to us by the carrier with which we bind your client’s business. Fees charged at binding will be fully earned. Producer shall be responsible for disclosing to Producer's customer all Brown & Riding fees, income, and charges.

Regards,

Shaida Monshi

EXCESS PROPERTY PROPOSAL

(QUOTATION)

June 11, 2024

Thank you for choosing Catalytic Risk Managers, a premier general agency specializing in catastrophe risk. We are a communicative organization that actively develops positive relationships and delivers efficient customer service. We strive to provide a positive experience to all who work with us.

Named Insured

City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90621

Wholesale Broker

To: Carolyn Smolski
On Behalf of: Shaida Monshi
Brown & Riding Ins Services, Inc.
633 West 5th Street
Ste 2000
Los Angeles, CA 90071

Underwriter

Carly Karlin
908 Main Street, Suite 310
Louisville, CO 80027
ckarlin@dualinsurance.com

Claims Reporting
Catalytic Claims Services
350 10th Avenue, Suite 1450
San Diego, CA 92101
Claims@catalyticrisk.com

Inspections
Catalytic Risk Managers
350 10th Avenue, Suite 1450
San Diego, CA 92101

Field Inspectors
E&S Inspections

NOTICE TO BROKER

This Quote is issued by Catalytic Risk Managers & Insurance Agency, LLC without any liability as an Insurer.

The Terms and Conditions of this Quote may not match the specifications submitted for considerations. Please read the Quote carefully and compare it against your specifications.

The Insurer(s) providing the coverage quoted herein may be a non-admitted carrier and therefore not protected by State Guarantee Fund.

MANDATORY POLICYHOLDER DISCLOSURE
RE: TERRORISM INSURANCE COVERAGE

We are required by the Terrorism Risk Insurance Act of 2002 (the "Act") to provide policyholders with clear and conspicuous disclosure of the premium we are charging for terrorism and the Federal share of compensation for such coverage. This notice must be provided at the time of offer, purchase and renewal of the policy.

We have provided you with a notice that meets the Act's requirements. You are instructed to deliver a copy of this notice to our prospective Insured when you forward our Quote.

Named Insured: City of Buena Park

CHICAGO
20 North Wacker Drive, Ste. 3121
Chicago, IL 60606
00+1 (847) 864-9999
License No. 100689362

DENVER
908 Main Street, Ste. 310
Louisville, CO 80027-1897
00+1 (303) 551-1549
License No. 510817

SAN DIEGO
350 10th Avenue, Ste. 1450
San Diego, CA 92101
00+1 (619) 659-7166
License No. 0I67798

QUOTATION

Date: 6/11/2024
Expiring Policy: CTE010309
Brokerage Commission: 16.00%

Policy Term:
Effective Date: 7/1/2024 Expiration Date: 7/1/2025

Catalytic Capacity Utilization:*

Layer	Limit:	Part Of:	Excess Of:
1	$15,000,000	$15,000,000	$10,000,000

Effective from 12:01 AM Standard Time at the Insured's Covered Location

THIS QUOTE IS VALID FOR **20** DAYS

Premium:
Property: $140,000
Fees:
Catastrophe: $1,150
Inspection: $0
Total Premium & Fees: $141,150

Additional Products Premium:
TRIA: $42,000

Any Applicable Taxes & Fees:
The broker is required to file surplus lines taxes and fees for ALL states.

Control Number: 4841277

*The limits for Flood and Earthquake (if offered) are per occurrence and in the policy term aggregate.

Insurer	Limit
• Trisura Specialty Insurance Company (A- IX)	$2,000,000
• Underwriters at Lloyd's, London (A XV)	$13,000,000

Policy Details

Perils:	Difference in Conditions including Earthquake Only
Losses:	No Losses at time of binding
Situate:	Per Schedule of Values on file with Insurer(s)
Occupancy:	Municipality
Total Insured Values:	$102,885,712

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Section I – Coverages and Limits of Insurance
A. The coverage territory is as per Schedule of Locations on file with Insurer(s) B. Limit of Liability – Per Catalytic capacity utilization shown above on this quotation. C. Occurrence Definition Hours/EQ coverage – 168 hours

Section II – Policy Deductibles
As per primary carrier quote.

Section III – Covered Causes of Loss
This policy insures against the risks of direct physical loss or damage to covered property caused by a **covered cause of loss** occurring during the policy period.

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Section IV – Covered Property

Buildings
Business Personal Property

Section V – Business Income Coverages

Not Covered

Section VI – Valuation

As per underlying primary policy(ies)

Section VII – Policy Conditions

Cancellation: 60 days
Coinsurance: NIL

Minimum Earned Premium: 25%

Valuation - As per form.

Proposal Conditions

Catalytic will issue its own excess follow form (subject to review and approval of form we are to follow). A copy of the policy we are to follow must be received within 50 days of the effective date or we will issue our non-concurrent form.
Completed Surplus Lines Tax Affidavit at binding.
Signed and dated Statement of Values (SOV) is required at time of binding. Until provided, the OLLE will be on the policy.
Signed and dated TRIA acceptance or rejection letter at binding.
Warrant All Risk including theft underlying policy in force.
Warrant no tuck under or soft first floor parking.
Warrant values reported based on annual time element values.

Additional Policy Conditions

Contingent Time Element specifically excluded.
In no event shall a reduction in underlying limits be recognized if this reduction is a result of paid claims for locations, interests or perils not covered by this policy.
Newly Acquired Location(s) must be submitted for prior approval.
Unless specifically shown on or endorsed to this policy, coverage is excluded by this excess policy for any perils, coverages and sublimits for which the Underlying Insurance Policy covers. If coverage is provided by the Underlying Insurance Policy for losses which are excluded under this policy, the terms and conditions of this policy remain unchanged. This policy will not recognize any erosion or exhaustion of underlying limits by payment of losses which are excluded under this policy, and this policy shall not cover as excess insurance or contribute with any other insurance for loss or damage excluded by this policy.

Optional Endorsement Details

Ordinance or Law Coverage - Excess Sublimits

Remarks

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Coverage Forms
CAT1131 EQ Subscription Policy Cover Page
CAT-OFAC US Treasury Notice OFAC
CAT-D2 California Surplus Lines D2
CAT8011 Claims Handling Notice
CAT3023 US Terrorism Risk Insurance Act Not Purchased Clause
CAT3024 Terrorism Exclusion Endorsement
CAT3050 Declarations Page
CAT3045 Subscription Participation Page
CATAMEND-TS Trisura Specialty Amendatory Endorsement
CATAMEND-L Underwriters at Lloyd's Amendatory Endorsement
CAT3044 Schedule of Forms
CAT3002 Absolute Fungus Microorganisms Mold or Spores Exclusion
CAT1139 Asbestos Endorsement
CAT8002 Electronic Date Recognition Exclusion EDRE
CAT8003 Exclusion of Certain Computer Related Losses
CAT3037 Exclusion of Loss Due to Virus or Bacteria
CAT8001 Nuclear Biological Exclusion
CAT3018 Pre-Existing Damage Exclusion
CAT8000 Property Cyber and Data Exclusion
CAT3020 Toxic Materials Exclusion
CAT1082 Tuck Under Exclusion
CAT8009 War and Civil War Exclusion
CAT1092 Excess Property Insurance Policy
CAT3003 - Additional Conditions Endorsement
CAT1010 Acquisition Clause - Non-Automatic
CAT1062 Occurrence Limit of Insurance Endorsement
CAT1098 Ordinance or Law Coverage Excess Sublimits

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Policyholder Disclosure Notice of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of $42,000 USD
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder / Applicant’s Signature _____ Date _____

Print Name _____ Policy / Quote Number _____

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Contract No:
Named Insured: City of Buena Park

ORDINANCE OR LAW COVERAGE
EXCESS SUBLIMITS

It is hereby understood and agreed that this policy recognizes the following sublimit(s), in respect of building ordinance coverage and as defined in the primary policy, and allows the sublimit(s) to erode the underlying limits of insurance in accordance with the excess and drop down clause contained hereon.

Coverage A: X

Coverage B: $0

Coverage C: $0

Coverage B & C combined: $1,000,000

City of Buena Park

07/01/2024 - 07/01/2025

Prepared for:

Kyle Powell

AON Risk Services, Inc.

Prepared by:

Shaida Monshi
213.593.3417
smonshi@brcins.com

Date: 06/12/2024
Quote Expires In: 19 Days

Insurance Proposal

We are pleased to offer the following Quotation for your review which has been obtained solely on the basis of your instructions to us. Note this Quotation may be withdrawn at any time prior to acceptance and coverage may not be bound without prior consent from the insurer as confirmed in writing by Brown & Riding.

Please note that the coverage, terms, and conditions described in this Quotation may differ from those requested in Producer's original submission. Producer is responsible for reviewing the suitability of coverage, terms, and conditions with the insured and for reconciling any differences between this Quotation and your original submission to us.

INSURED:
City of Buena Park

MAILING ADDRESS:
6650 Beach Boulevard
Buena Park, CA, 90621

POLICY TERM:
07/01/2024 - 07/01/2025

INSURER
Lexington Insurance Company

STATUS
Non Admitted

PREMIUM BREAKDOWN:

Premium	$	100,800.00
CA SL Tax	$	3,024.00
CA Stamping Fee	$	181.44
Total Gross Amount	**$**	**104,005.44**

COMMISSION: 10.00 % of premium excluding fees and taxes. Balance is due within 20 days of binding.

25% MINIMUM RETAINED PREMIUM IN THE EVENT OF CANCELLATION. NO FLAT CANCELLATIONS.

Brown & Riding Insurance Services, Inc., 0592033

TERMS
Terms and Conditions per Attached Carrier Quote

Perils:
DIC including EQ, excluding Flood - No Exclusion for Ensuing EQ Water Damage

Covering:
Covering Real Property (Including Walks, Walkways, Driveways, Patios, and Other Paved Surfaces; Retaining Walls, Fences & Gates; Foundations (above and below ground) & Supports; Underground Property; Light Poles & Signs), including Excavation & Backfill, Business Personal Property & Ordinance or Law

Limits:
$5,000,000 part of $10,000,000 Per occurrence and in the Annual Aggregate as Respects to the Peril of Earthquake

Sub-limits (50%):
Included – Ordinance or Law Coverage A
$5,000,000 p/o $10,000,000 – Ordinance or Law Coverage B & C Combined
$2,500,000 – Utility services - Direct Damage and Time Element

Coinsurance:
Nil

Valuation:
Replacement Cost

TIV:
$102,885,712

Deductible:
EQ: 5% of Values Per Unit of Insurance, Subject to a Minimum of $25,000 Per Occurrence
AOP: $25,000 Per Occurrence

Occurrence Limit of Liability (Item 2b Deleted)

SUBJECTIVITY(IES)
Signed TRIA (Needed to Bind)
Signed SOV (Needed to Bind)
Signed D-1 (Needed to Bind)
60/10 NOC

TRIPRA

Date: 06/12/2024
Quote Expires In: 19 Days

Pursuant to the Terrorism Risk Insurance Act (TRIA), as Outlined on the Attached, Coverage for Certified Acts of Terrorism is Available for an Additional Premium of $7,875 Plus Any Applicable Taxes & Fees.

Brown & Riding will bind or place insurance solely upon the written instructions of Producer. Brown & Riding assumes no legal obligation as to the insurance applicant, insured, or known or unknown third parties regarding the suitability, adequacy, or appropriateness of limits, terms, conditions, exclusions, and other policy features.

Producer guarantees payment of premium for risks placed through Brown & Riding. If Producer does not make timely payment of any sums due Brown & Riding, then the policy may be canceled for non-payment of premium.

By binding this coverage, the Retailer confirms that the prospective insured has (1) been advised of the right to receive policy documents in paper format; and (2) has consented to receive all such documents electronically.

Please note that in placing or attempting to place insurance requested by Producer, we perform several tasks, which may or may not include: review of losses, risk modeling, coverage comparison, coverage negotiation with various carrier representatives, policy review, policy issuance and servicing. We may charge a fee for these services in addition to any commission that may be payable to us by the carrier with which we bind your client’s business. Fees charged at binding will be fully earned. Producer shall be responsible for disclosing to Producer's customer all Brown & Riding fees, income, and charges.

Regards,

Shaida Monshi

Lexington Insurance Company,
an AIG company
CA Surplus Lines License #6003097

99 High Street
Boston, MA 02110

To:	**BROWN AND RIDING INSURANCE SERVICES, INC**	eStart# :	**344147142**
	777 S FIGUEROA ST	Renewal Of:	**017196377-00**
	LOS ANGELES, CA 90017	Policy	**07/01/2024 -**
Attn:	**Andreana Lopez**	Period:	**07/01/2025**
From:	**Philip April**	Policy Type:	**Property**
Applicant:	**City of Buena Park**	State:	**CA**
	6650 Beach Boulevard		
	Buena Park, CA 90621		

Premium Summary

Total Premium	$100,800.00
Grand Total	**$100,800.00**

Fees & Taxes

Commission	17.5%

Additional Premium for Certified Acts of Terrorism Coverage: $7,875.00 plus tax.

Quoted By

Lexington Insurance Company (BEST RATING: A Excellent; Non-Admitted)

Commercial Property

Property Coverage Summary

Property Policy Type:	Primary
Limit Type:	Per Occurrence
Per Schedule:	On File With Company
Limit(s) of Liability:	$5,000,000 Part Of $10,000,000
Total Insurable Value:	$102,885,712
Cause(s) of Loss:	DIC including EQ, excluding Flood
Coverages:	Building
	Business Personal Property
AOP Deductible(s) per occurrence:	$25,000
Valuation:	Replacement Cost
Earthquake Percentage Deductible Per Unit:	5%
Earthquake Minimum Dollar Deductible Per Occurrence:	$25,000

Additional Notes

Limit of Insurance is per occurrence and in the annual aggregate as respects to Earthquake .

Additional Covered Property: Walks, Walkways, Driveways, Patios, other Paved Surfaces, Retaining Walls, Fences, Gates, Foundations (above and below ground) and Supports, Underground Property, Light Poles, Sign, Excavation and Backfill.

Definition of Occurrence is 168 Hours

Ordinance or Law Coverage "A", "B" and "C" are within limit of insurance - not in addition to limit.

Cancellation is 60 days except 10 days for non-payment of premium.

Occurrence Limit of Liability wording to be deleted per form PR1207.

We offer the following quote subject to

1. If Premium State = NJ: Please include NJ SLA number.
2. A completed, signed and returned Broker Responsible for Surplus Lines Filing Agreement PRIOR to binding.

Additional Coverage Notes

PR0404 (06/15) Utility services - Direct Damage and Time Element

Premises No : All

Buidling No : All

Direct Damage Limit of Insurance : 2,500,000

Water Supply Property Checkbox : X

Communication Supply Property(Not including) Checkbox : X

Power Support Property (not including) checkbox : X

Covered Property : Per Schedule on File

PR0413 (01/21) Ordinance Or Law Coverage

Premises No : ALL

Building No : ALL

Coverage A : X

Coverage B & C Combined Limit of Insurance : $5,000,000

PR9909 (04/15) Minimum Earned Premium

Minimum Earned Premium Percentage : 25

PRDS05 (06/17) Commercial Property Coverage Part Difference In Conditions Declarations

Earthquake Sub-Limit of Insurance : 5,000,000

Building and BPP Deductible Per Occurrence : 25,000

Earthquake Percentage Deductible Per Occurrence : 5

Eathquake Minimum Dollar Deductible Per Occurrence : 25,000

Contributing Insurance Percentage : 50

WWME012 (06/11) Manuscript Endorsement 012

Form Title 1 : Notice of Cancellation

Form Text : Cancellation is 60 days except 10 days for non-payment of premium.

WWME013 (06/11) Manuscript Endorsement 013

Form Title 1 : Additional Coverage Notes

Form Text : Additional Covered Property: Walks, Walkways, Driveways, Patios, other Paved Surfaces, Retaining Walls, Fences, Gates, Foundations (above and below ground) and Supports, Underground Property, Light Poles, Sign, Excavation and Backfill.

WWME014 (06/11) Manuscript Endorsement 014

Form Title 1 : Definition of Occurrence

Form Text : Definition of Occurrence is 168 Hours

Form List

Subject to the following Endorsements:

Form No	ED Date	Form Name
91222	09/16	Policyholder Notice
CP0090	07/88	Commercial Property Conditions
CP0140	07/06	Exclusion of Loss Due to Virus or Bacteria
CP1075	12/20	Cyber Incident Exclusion
D-2	01/20	Important Notice
IL0017	11/98	Common Policy Conditions
IL0935	07/02	Exclusion of Certain Computer-Related Losses
ILP001	01/04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
NTCFR01	10/20	Notice to Policyholders Fraud Notice
PR0003	03/19	Difference In Conditions Coverage Form
PR0404	06/15	Utility services - Direct Damage and Time Element
PR0413	01/21	Ordinance Or Law Coverage
PR1001	10/14	Water Exclusion
PR1013	06/15	Flood Exclusion
PR1207	06/15	Difference In Conditions Amendatory Endorsement
PR9909	04/15	Minimum Earned Premium
PRDS05	06/17	Commercial Property Coverage Part Difference In Conditions Declarations
WW22	01/21	Service of Suit Endorsement
WW230	01/21	Common Policy Declarations
WW425	02/08	Exclusion of Chemical and Biological Loss or Damage
WW458	06/13	Asbestos Exclusion
WW497	01/21	Notice - Claim Reporting
WWCA01	12/11	California Disclosure Notice Premium Refund
WWME012	06/11	Notice of Cancellation
WWME013	06/11	Additional Coverage Notes
WWME014	06/11	Definition of Occurrence

If the insured accepts Certified Acts of Terrorism Coverage for Property and pays the appropriate premium the following endorsements apply:

- IL0986 - Exclusion Of Certified Acts Of Terrorism Involving Nuclear, Biological, Chemical Or Radiological Terrorism; Cap On Covered Certified Acts Losses

If the insured rejects Certified Acts of Terrorism Coverage for Property and does not pay the appropriate premium the following endorsements apply:

- IL0953 - Exclusion of Certified Acts of Terrorism

The attached "NOTICE OF TERRORISM INSURANCE COVERAGE" (NTC TR01) must be completed and signed by the insured. No coverage may be bound without this completed and signed notice.

These rates, terms and conditions are valid for **30** days from the date of this Quote.

We are pleased to offer the preceding quotation which should be reviewed carefully as the terms and conditions of coverage may differ from those requested on your application / submission.

Regards,

Philip April
Phone:
E-Mail: philip.april@westernworld.com

Please advise your client that Lexington Specialty Insurance Agency, Inc. ("Lexington Specialty") is offering this quote as representative of its affiliated surplus lines insurance company,Lexington Insurance Company. Lexington Specialty is not acting on behalf of your client and does not seek placements in other surplus lines markets.

You are the surplus lines broker of record and are responsible for the collection, reporting and payment of applicable surplus lines taxes and fees.

If coverage is bound, the premium must be remitted within 30 days of effective date or 15 days from billing, whichever is later. It is your responsibility to follow applicable state surplus lines laws and, in particular, to see that the appropriate surplus lines tax (and stamping fee, if applicable) is collected and paid.

Important: In order to complete the underwriting process, we require that you send us the additional information requested in the subject to information in this letter. We are not required to bind coverage prior to our receipt, review and underwriting approval of the requested information. However, we may bind coverage before we have received, reviewed and approved the information. In such event, we have the right to cancel the insurance upon 10 days notice if the completed and signed Broker Responsible for Surplus Lines Filings Agreement is not received by us within 10 days from the effective date of coverage. Additionally, if we have not received the other information requested within the specified time frame then we have the right to cancel the insurance upon 20 days notice.

Please complete and return to: LexESPropertyBR@aig.com

BROKER RESPONSIBLE FOR SURPLUS LINES FILING AGREEMENT

Insured Name: City of Buena Park

Policy Number:

Submission #: 344147142

Effective Date: 07/01/2024

Gross Premium: $105,000.00

This policy is written on a surplus lines basis by (please check the appropriate box):

☐ AIG Specialty Insurance Company ☒ Lexington Insurance Company

☐ Other:

(The following states require that filings be submitted with an individual surplus lines license: AL, AR, DE, FL, GA, ID, IL, IA, KS, KY, MN,MS, MO, MT, RI, SC, SD, TN, VT, WV, WI, WY)

Check if either applies:

☐ Unaffiliated Insured Group Policy - a policy issued to a group of named insureds who are not related entities.

☐ Risk Purchasing Group - a policy issued to a legal entity that was created under the Federal Liability Risk Retention Act for the purpose of purchasing group liability insurance.

If one of the above is checked, attach a schedule listing the Surplus Lines filing license for each member's home state.

For completion by Broker if AIG Producer Agreement/Surplus Lines Broker Responsibility Addendum is in place:

Agreement ID # _____ **Home State** CA **Home State SL# or NJ SLA # (if NJ is home state)** _____

For completion by Broker if no AIG Producer Agreement/Surplus Lines Broker Responsibility Addendum is in place:

It is agreed that the following surplus lines agent/broker is responsible for all surplus lines filing, reporting, tax and fee collection, and payment requirements imposed by applicable law in the insured's **Home State** (see attached definition).

Insured's **Home State**: CA Surplus Lines Licensee: _____

Home State Surplus Lines **Filing** License Number: _____ OR NJ SLA #: _____

A copy of the surplus lines license referenced above as well as any documentation supporting the payment of surplus lines taxes and applicable fees hereunder will be made available upon request.

CALIFORNIA HOME STATE RISKS: Pursuant to subdivision (b) of Section 1774 of the California Insurance Code, a copy of this Agreement shall be made available to the California Commissioner of Insurance or his or her designee upon request. It is agreed that the responsibility for filing the Confidential Report of Surplus Lines Placement (SL-1 Form) is delegated to the abovementioned surplus lines broker.

TEXAS HOME STATE RISKS: Pursuant to Section 981.223 and 225.006 of the Texas Insurance Code, a copy of this Agreement shall be made available for inspection by the Department of Insurance and the Comptroller of Public Accounts upon request. It is hereby agreed that the responsibility for all filing, reporting, collection, and payment requirements imposed by Chapter 225 and Chapter 981 of the Texas Insurance Code is delegated to the surplus lines agency identified above.

Please complete box 1 or 2

CA/TX: requires the individual surplus lines license number and signature of the licensed agent/broker even if it is not the filing license.

By: _____ _____

Signature (Typed Script Font/Stamp NOT Permitted) Date (MM/DD/YY)

_____

Individual Surplus Lines License Number

_____

Name (Please Print)

_____

Agency/Firm Name (Please Print)

All Others:

By: _____ _____

Signature (Typed Script Font/Stamp NOT Permitted) Date (MM/DD/YY)

_____

Name (Please Print)

_____

Agency/Firm Name (Please Print)

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DEFINITIONS

HOME STATE -

(A) In general. - Except as provided in subparagraph (B), the term "Home State" means, with respect to an insured -

(i) the state in which an insured maintains its principal place of business or, in the case of an individual, the individual's principal residence; or

(ii) if 100 percent of the insured risk is located out of the state referred to in clause (i), the state to which the greatest percentage of the insured's taxable premium for that insurance contract is allocated.

(B) Affiliated Groups. - If more than 1 insured from an affiliated group are named insureds on a single non-admitted insurance contract, the term "Home State" means the Home State, as determined pursuant to subparagraph (A), of the member of the affiliated group that has the largest percentage of premium attributed to it under such insurance contract.

AFFILIATE - The term "affiliate" means, with respect to an Insured, any entity that controls, is controlled by, or is under common control with the Insured.

AFFILIATED GROUP - The term "affiliated group" means any group of entities that are all affiliated.

CONTROL - An entity has "control" over another entity if -

(A) the entity directly or indirectly or acting through 1 or more other persons owns, controls or has the power to vote 25 percent or more of any class of voting securities of the other entity; or

(B) the entity controls in any manner the election of a majority of the directors or trustees of the other entity.

PRINCIPAL PLACE OF BUSINESS - The term "principal place of business" means, with respect to determining the Home State of the Insured:

(A) the state in which an Insured maintains its headquarters and the Insured's high level officers direct, control, and coordinate the business activities; or

(B) if the Insured is a company which maintains outside any state its headquarters where the Insured's high level officers direct, control, and coordinate the business activities, (for example, a foreign company headquartered in a foreign country), then the state where the largest percentage of the risk resides, i.e. the state to which the greatest percentage of the Insured's taxable premium for the insurance contract is allocated.

PRINCIPAL RESIDENCE - "Principal residence" means, with respect to determining the Home State of the insured,

(a) the state where the insured resides for the greatest number of days during a calendar year; or

(b) if the insured's principal residence is located outside any state, the state to which the greatest percentage of the insured's taxable premium for that insurance contract is allocated.

STATE - The term "state" includes any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Northern Mariana Islands, the U.S. Virgin Islands, and American Samoa.

SIGNATURE -All signatures need to be wet, electronic, or digital. Stamped, typed, printed, and script font signatures are NOT acceptable.

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POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
(RIGHT TO PURCHASE COVERAGE)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

☐	I hereby elect to purchase terrorism coverage for prospective premium of $7,875.00
☐	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism

		City of Buena Park
Policyholder/Applicant's Signature		Account Name
Print Name	Date	Policy Number

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www.aon.com

AON

RESOLUTION TO AMEND THE PAY SCHEDULE FOR TEMPORARY, SEASONAL, AND LIMITED-SERVICE PERSONNEL TO ADD A NEW VIDEO TECHNICIAN POSITION

Direct the Human Resources/Risk Management Department to amend the pay schedule for temporary, seasonal, and limited-service employees to create a new, part-time, Video Technician position and pay range. This proposal will cost approximately $56,000 in pay and benefits each fiscal year. In order to make this proposal cost neutral, staff recommends transferring $56,000 from Professional and Contractual Services to this account. Therefore, there is no budget impact with this item.

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	CONSENT CALENDAR Item: 4I

Presented By	Prepared By
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution amending the pay schedule for temporary, seasonal, and limited-service personnel to add a new Video Technician position; and, 2) Approve a budget transfer in the amount of $56,000 to add part-time salaries to the Community Relations and Education Division budget (Account No. 11-106132-5140).

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City's Pay Schedule for Part-Time, Seasonal, Temporary, and Limited-Service Positions consists of non-competitive service positions that are excluded from the civil service system. All of the employees serving in these positions are employed in a temporary "at-will" capacity and serve at the pleasure of the City.

The City provides video and audio broadcasting for meetings that occur in the Buena Park City Council Chambers. These include City Council meetings, Planning Commission meetings, and other City events. The City holds and broadcasts approximately 20 City Council meetings and 20 Planning Commission meetings. Currently, the Community Relations and Education Division of the City Manager's Office does not employ any City employees. Instead, work performed to broadcast public meetings and the produce video content for the live Buena Park Cable TV channel and live streaming on the website is performed by a wide range of video production consultants and contracted staff.

The new part-time Video Technician position will be expected to perform the following services:

- Plans, organizes, and directs the operation and programming of the City's cable access channel
- Produces and directs several different shows for the City cable access channel, including broadcasts of City Council meetings, community events, town hall meetings, public affairs programs, etc.
- Performs all phases of television production, including editing, camera work, writing, audio/visual work, and directing
- May make recommendations for purchases of all television equipment necessary for cable TV operations
- Works as a camera operator for live and recorded meetings and events
- Performs editing of programming
- May operate a variety of video and cable TV production equipment

In order to ensure the City's ability to recruit and retain qualified employees with these special skills, City staff conducted a review of the hourly wage rates of the Video Technician position. Staff recommends the following hourly rate:

TITLE	GRADE	HOURLY RATE (RANGE)
Video Technician	90	$26.00 - $56.00

Staff is recommending that the City Council adopt the proposed part-time, seasonal, and limited-service pay schedule: 1) to enable the recruitment and retention of qualified Video Technicians; and 2) to enhance Buena Park cable TV channel programming.

The adoption of this resolution is necessary pursuant to Personnel Rules and Regulations of the City of Buena Park, Rule VII, Section 2, which states proposed compensation plans must be submitted to the City Council for approval.

BUDGET IMPACT

There is no budget impact by approving this resolution. Funding for this position is provided by the transfer of $56,000 from the existing Community Relations and Education Division professional and contractual services (Account No. 106132-6240) to part-time salaries and benefits (Account No. 106132-5140) for this purpose. No additional funds are needed at this time.

Attachments

Reso PT Salary Table 2024.06.25 (Adding Video Technician) Att 1of2.pdf
Part Time Salary Table 2024.06.22 Exhibit B (adding Video Tech).pdf
Video Technician 6.2024.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING THE VIDEO TECHNICIAN JOB CLASSIFICATION SPECIFICATION AND AMENDING THE PAY SCHEDULE FOR PART-TIME, SEASONAL, AND LIMITED SERVICE EMPLOYEES EFFECTIVE JUNE 22, 2024, AND SUPERCEDING RESOLUTION NO. 14708

WHEREAS, Section 37206 of the Government Code requires that the City Council prescribe the time and method of paying salaries and wages of City employees; and

WHEREAS, the City's budget includes unclassified, non-competitive, unrepresented part-time, seasonal, and limited service classifications which require a pay schedule; and

WHEREAS, the existing pay schedule must be updated to include the temporary Video Technician position.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: Unclassified, non-competitive part-time, seasonal, and limited service classifications are not covered by the City's Personnel Rules and Regulations and are not represented by a recognized employee association.

Section 2: Resolution No.14708 is superseded. All previous and conflicting pay schedules adopted for this purpose either by Resolution or by Minute order are repealed.

Section 3: The pay schedule for part-time, seasonal, and limited service employees in all departments is hereby effective June 22, 2024, which is the beginning of the pay period.

PASSED AND ADOPTED this 25th day of June 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 25th day of June 2024.

_____
City Clerk

CITY OF BUENA PARK
Pay Schedule for Temporary, Seasonal, and Limited Service Positions
Effective June 22, 2024
Resolution No.

Temporary, Seasonal, and Limited Service appointments may, but need not be, made from eligible lists, and those appointed shall not be in the competitive service. These non-competitive service appointments may be made from among applicants who meet the qualification guidelines established by the Human Resources Department which may be measured by a qualifying examination. Non-competitive service positions are excluded from the Civil Service System and serve at the will of the City. Appointments are typically made at Step 1. Exceptions may be made for outstanding performance and/or experience. Step increases may be granted by the department head based on satisfactory performance.

Classification Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Intern*	3				$18.54	$19.48
Bus Driver*	16	$20.34	$21.36	$22.43	$23.55	$24.73
Business License Inspector	11	$24.83	$26.06	$27.36	$28.74	$30.19
Cashier*	3				$18.54	$19.48
Community Service Aide*	3				$18.54	$19.48
Community Services Leader I*	1					$18.38
Community Services Leader II*	3				$18.54	$19.48
Consultant/Specialist	96	$26.00				$114.66
Emergency Services Coordinator*	14	$37.73	$39.62	$41.60	$43.68	$45.86
Engineering Aide*	9					$22.93
Homeless Outreach Case Manager	10	$27.21	$28.57	$30.00	$31.50	$33.08
Lifeguard*	2	$17.09	$17.90	$18.81	$19.75	$20.73
Lube Technician*	4		$17.61	$18.50	$19.41	$20.38
Maintenance Assistant*	1					$18.38
Marketing Aide*	3				$18.54	$19.48
Office Aide*	3				$18.54	$19.48
Planning Aide*	9					$22.93
Police Cadet*	7	$21.69	$22.77	$23.91	$25.12	$26.38
Police Communications Call Taker	11	$24.83	$26.06	$27.36	$28.74	$30.19
Police Reserve Officer	98					$28.67
Police Reserve Officer (Extra Duty Detail)	99					$43.01
Police Training Assistant*	8	$21.69	$22.77	$23.91	$25.12	$26.38
Police Transcriptionist*	5	$18.80	$19.74	$20.71	$21.75	$22.84
Pool Manager	12	$27.21	$28.57	$30.00	$31.50	$33.08
Sr. Community Services Leader*	6			$19.02	$19.98	$20.97
Sr. Lifeguard*	7	$18.14	$19.05	$20.00	$21.00	$23.15
Video Technician	90	$26.00				$56.00

* Per Government Code 20502, adopted by City Ordinance 1676 effective April 10, 2020, these positions are excluded from CalPERS membership and are limited to no more than 1,500 hours per Standard Measurement Year (November 2 through November 1).

Adopted by City Council: June 25, 2024

Video Technician

(Part-time/Seasonal/Unclassified)

Department/Division:	City Manager's Office / Community Relations and Education
Reports To:	Senior Management Analyst / Marketing Specialist
Provides Direction To:	Not applicable
Exemption Status:	Non-exempt
Date Prepared:	June 17, 2024
Date Approved by Assistant City Manager/Director of Human Resources	June 25, 2024

GENERAL PURPOSE

Under general supervision, provides technical expertise for general broadcast and video production consideration; develops, writes and/or produces communication materials using a variety of media, assists with the operation of the City's government access channel, YouTube and social media channels including conceptualizing, strategizing, writing, taping, editing, and producing original programming; assists with managing the City's social media presence, creating and curating content, developing campaigns, monitoring social media platforms, encouraging community participation, and analyzing metrics; operates and coordinates visual and audio equipment necessary for broadcasting live and on-demand meetings; performs pre-production and post-production duties; and does related work as required.

DISTINGUISHING CHARACTERISTICS

This is a part-time, non–benefited, position in the City Manager's Office. This position builds and schedules the City's government access channel and other City video content. This position provides an opportunity for incumbents with an interest in pursuing a career in municipal government to learn about municipal government functions and gain experience by completing tasks and special assignments related to the program area.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Produces video productions, including format design, writing of scripts, editing, preparation of storyboards, lighting, sound dubbing, establishing audio levels, designing sets, camera operation, scouting and booking shoot locations, and creation of special effects.

2. Operates production equipment including, but not limited to cameras, audio and lighting equipment, video switchers and routers, teleprompters and jibs, program scheduling and playback equipment, video editing, and graphic systems.

3. Tapes and broadcast live meetings, special events, seminars, and workshops; acts as on-camera talent; performs voice over and acting as needed.

ESSENTIAL FUNCTIONS (continued)

4. Produces, directs, edits, technically operates videos and programming for public education and government broadcasts, seminars, performances, events, City website, and social media platforms.

5. Creates, builds, and schedules the City's government access channel and other City video content.

6. Collaborates with Communications and Marketing staff to align videos and social media content with City events such as groundbreakings, grand openings, and press events.

7. Participates in emergency planning, preparation, and response activities related to public information and communications.

8. Chooses camera shots, creates computer graphics, and adjust audio levels.

9. Scouts, schedules, and reserves filming locations; develops scripts and converts the scripts into storyboards that include all locations, props, cast, costumes, equipment, special events, and visual effects.

10. Meets with Event Coordinators to discuss audio, lighting, video, and conferencing/broadcasting requirements.

11. Creates proposals for rental/purchase for production; researches and recommends video, audio and accessory equipment purchases, and develops bid specifications.

12. Uses appropriate techniques and effects; edits raw video, audio or photos; selects music; performs color corrections; designs graphics, titles and/or digital video or sound effects to create a quality, creative, and finished product.

13. Captures, engineers, mixes, and masters complex multi-track audio recordings.

14. Stores and maintains audiovisual equipment, production records, film, tapes and related materials. Inventories and orders production materials, supplies, and equipment.

15. Uses video compression techniques, broadcast, and DVD/Blu-Ray.

16. Sets-up, tests, and operates the video, audio, teleprompter, wireless microphone, and lighting equipment used for events, City Council meetings, Commission meetings, and special events; assembles microphones and ALS devices, mixes sound boards, coordinates graphics, operates spotlights, and provides technical support for City staff.

17. Sets up and installs microphones, lights, video monitors, projectors, speakers, and video cameras; troubleshoots camera, lighting, sound, and other equipment problems to ensure events and productions run smoothly.

18. Conducts sound, visual, and performance quality checks on A/V equipment; inspects video production equipment for proper operation, control, and safety; makes minor adjustments and temporary repairs to equipment as necessary.

19. Maintains workstations, audio, photo, and video equipment.

20. Identifies inventory and files or archives all media content and manages storage.

21. Creates a strong and positive visual image of City government around the community.

ESSENTIAL FUNCTIONS (continued)

22. Monitors and reports on industry and legislative matters impacting the City's cable television policies, programs, and applications.

23. Reports to work as scheduled and works various hours, including nights and weekends as required.

QUALIFICATIONS GUIDELINES

Knowledge of:

Principles and methods of cable television technology and TV production, and managing a government access channel; principles and techniques of television/cablecast/online media production; the operation of a multi-camera video shoot; audio/visual equipment and operation, including audio recorders, monitors, cameras, lights, microphones; duplication techniques and control boards; pre-production planning including program ideas, treatments and storyboards; scripting formats; post-production procedures including off-line and on-line editing techniques; procedures for obtaining performance rights and clearances; digital media creation and manipulation; digital video editing, special effects, composition and video compression; current federal, state and local laws and practices regulating government access channels and cable television systems; operating procedures, maintenance and ability to operate video and related television production equipment; advance video graphics programs for composing and editing techniques such as Adobe Premiere, Boris Red, After Effects, Photoshop, and Illustrator; in addition to video bulletin board programs such as Scala; safety precautions and hazards involved in working around production facilities and equipment; troubleshooting and maintenance procedures for video, audio, and photography equipment.

Ability to:

Understand and operate audio mixing boards with knowledge of general audio mixing for live audio productions; skills to troubleshoot audio problems; set up, operate, and maintain a variety of audio, visual, lighting, sound and computer and television production equipment; develop, write, and produce effective communication materials using a variety of media; record, edit videos and sound projects; execute production projects from inception to completion; capture or import media; work well in a diverse and collaborative environment; assemble and set up scenery for television program production; design and prepare graphics; translate a variety of written material into television script format; investigate and troubleshoot technical issues; quickly identify problems and act with initiative to resolve them; communicate effectively both orally and in writing; establish and maintain effective working relationships with patrons, co-workers, supervisors, management, vendors, general public, and others encountered in the course of work.

Education/Training/Experience:

Graduation from high school or G.E.D. equivalent. One year of experience in video production, digital media production, cable television technology, or TV production, which may include writing, cinematography, sound, lighting, directing, editing video programs, online media, and automated playback systems, is required.

Experience using Adobe Creative Suite, including Premier Pro, Canva or equivalent programs is highly desirable. Knowledge of social media platforms, social media algorithms, and social media management tools is highly desirable.

Licenses/Certificates/Special Requirements:

A valid Class C California driver license, acceptable driving record, and evidence of insurance are required.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

Ability to stand, walk, sit, stoop, bend, twist, kneel, squat, or crawl. The employee must have the ability to film on location in any area and on any type of terrain, work with arms above shoulders for a prolonged period, repetitively use of hands, arms or shoulders, strenuously push or pull and lift up to 50 pounds and distinguish colors, see, and hear well enough to produce clear and distinct video and audio productions.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret situations; learn and apply new information or skills; perform highly detailed work; work on multiple, concurrent tasks; work with frequent interruptions; work under intensive deadlines; and interact with staff, management, vendors, contractors, the public, and others encountered in the course of work.

WORK ENVIRONMENT

Employees typically work indoors and outdoors with fluctuating weather conditions. Must be able to work in a variety of situations to set up equipment in offices, homes, businesses, outdoors, crowds, or small spaces.

RESOLUTION APPROVING PLANS, SPECIFICATIONS, APPROVAL OF CONTRACT WITH ALL AMERICAN ASPHALT FOR THE REGIO AVENUE STREET IMPROVEMENT PROJECT, AND ACCEPTANCE OF FUNDS FROM THE CALIFORNIA CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT (CRRSAA) GRANT

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	NEW BUSINESS Item: 5A

Presented By	Prepared By
Norm Wray, Senior Engineering Technician	Mina Mikhael, Director of Public Works/City Engineer

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving the plans and specifications for the Regio Avenue Street Improvement Project; 2) Award a contract to All American Asphalt in the amount of $638,242; 3) Authorize contingency funds in the amount of $65,000 in the same purchase order; 4) Authorize construction engineering in the amount of $45,000; 5) Authorize a purchase order for The Solis Group in the amount of $4,035 for administration of the Community Workforce Agreement (CWA); 6) Authorize contingency funds in the amount of $1,345 for the CWA administration; 7) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; 8) Authorize the City Manager and City Clerk to execute the contract; 9) Accept grant funds in the amount of $239,650 from the California Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) grant; and, 10) Appropriate grant funds in the amount of $239,650 for the project.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

Cities undertake pavement rehabilitation projects to ensure the safety, functionality, and longevity of their road infrastructure. These projects address issues such as cracks, potholes, and surface wear, preventing them from worsening and reducing the need for costly emergency repairs. Rehabilitation of Regio Avenue is a part of the City's annual Capital Improvement Program (CIP) for the FY 2022-2023.

The Regio Avenue Street Improvement Project will include removing and replacing street pavement, sidewalks, curbs and gutters, and striping in the industrial area of the city, south of Artesia Boulevard and west of Knott Avenue. The project also includes adjusting existing utility covers to accommodate the new street grade.

The project was advertised for competitive bids on May 22, 2024. Four bids were received and publicly opened on June 12, 2024. Bid amounts ranged from $638,242 to $1,402,765. The lowest, responsible bid was submitted by All American Asphalt of Corona, CA in the amount of $638,242. This contractor possesses the required license and has completed similar projects for the City. Staff recommends awarding a contract to All American Asphalt and approving contingency funds in the amount of $65,000. Construction is scheduled to begin in July 2024 and be completed in August 2024. The CWA agreement does apply to this project based on the total contract cost.

BUDGET IMPACT

Total cost for the project is in the amount of $753,622.

- Construction Contract: $638,242
- Construction Contingency: $65,000
- Construction Engineering: $45,000
- Community Workforce Agreement Administration: $4,035
- Community Workforce Agreement Administration Contingency: $1,345
  Total Project Cost: $753,622

This project was included in the FY 2022-2023 CIP budget, and will funded by the Measure M2 Fund and Gas Tax Fund (Account No. 24-9806-590176). Additionally, a portion of this project has been funded through an allocation of the state Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant. Under this grant, up to $239,650 of project costs are eligible for reimbursement to the City.

Attachments

Award Regio Paving Att 1 of 7 - RESO.pdf
Award Regio Paving Att 2 of 7 - Vicinity Map.pdf
Award Regio Paving Att 3 of 7 - Bid Results.pdf
Award Regio Paving Att 4 of 7 - Bid Summary.pdf
Award Regio Paving Att 5 of 7 - Contract.pdf
Award Regio Paving Att 6 of 7 - CWA Estimate.pdf
Award Regio Paving Att 7 of 7 - Notification Letter.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING PLANS AND SPECIFICATIONS FOR **THE REGIO AVENUE STREET IMPROVEMENT PROJECT** IN SAID CITY.

WHEREAS, it is the intention of the City of Buena Park to construct certain improvements in the City; and

WHEREAS, the City Engineer has prepared specifications and plans for the construction of certain improvement(s).

NOW, THEREFORE, BE IT RESOLVED that the specifications and plans presented by the City be and are hereby approved as the specifications and plans for:

REGIO AVENUE STREET IMPROVEMENT PROJECT

PASSED AND ADOPTED this 25th day of June, 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS

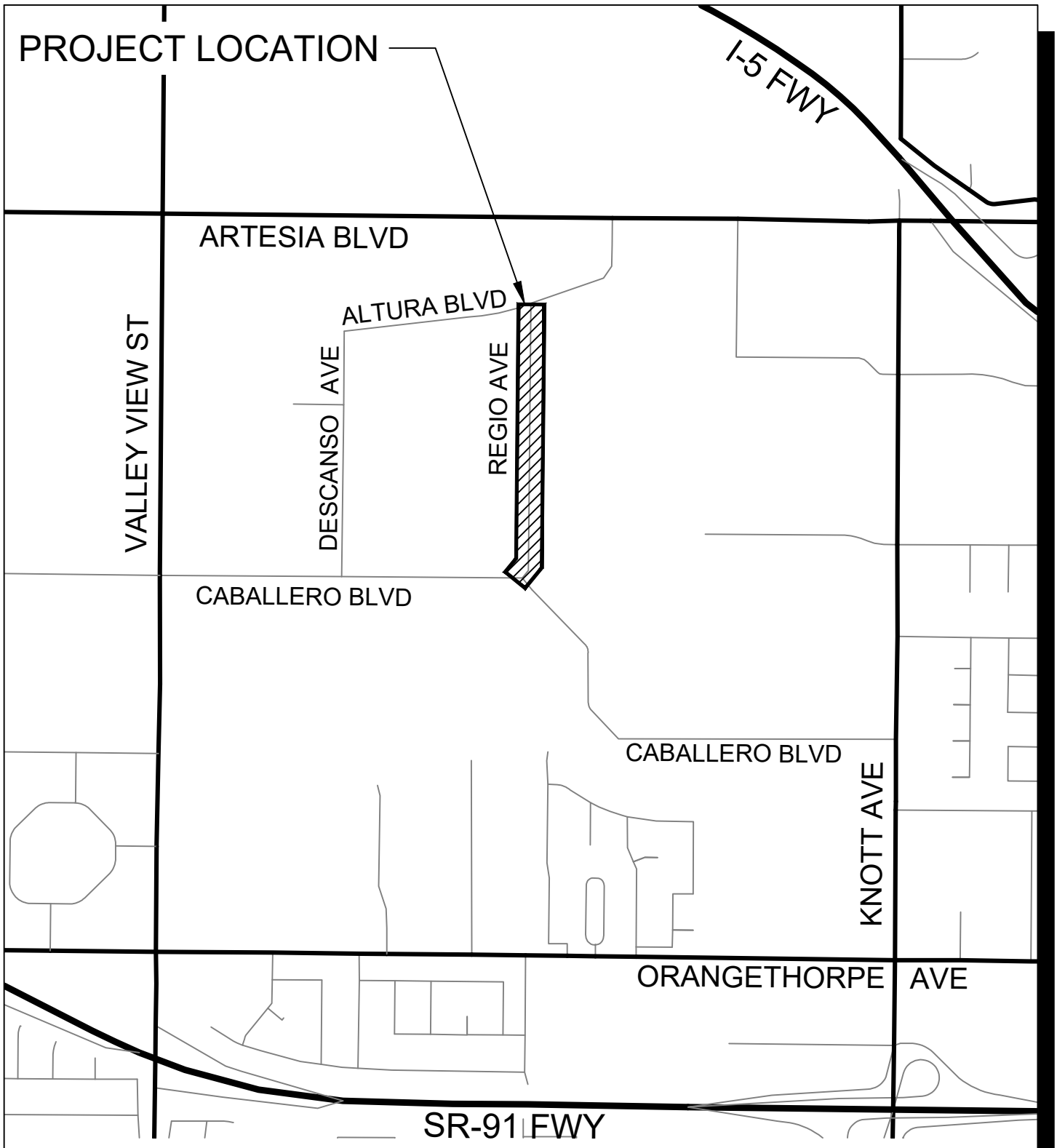
_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk, hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this 25th day of June, 2024.

_____
City Clerk



WORK AREA

VICINITY MAP

NOT TO SCALE

City of Buena Park

BID RESULTS

REGIO AVENUE STREET IMPROVEMENT PROJECT

Project No. 501

Bid No. 2022-10

Bid Opening. 06/12/2024 - 2:00 P.M.

	Company Name	Bid Amount
1	ALL AMERICAN ASPHALT	$638,242.00
2	R.J. NOBLE COMPANY	$654,095.00
3	HARDY & HARPER, INC.	$675,000.00
4	MBC ENTERPRISES	$1,402,765.00

REGIO AVENUE STREET IMPROVEMENT PROJECT
BID SUMMARY
Bid Opening: JUNE 12, 2024 - 2:00 P.M.

				ALL AMERICAN ASPHALT		R.J. NOBLE COMPANY		HARDY & HARPER, INC.		MBC ENTERPRISES, INC.		Engineer's Estimate		Average	
Item No	Approx. Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	MOBILIZATION	$24,000.00	$24,000.00	$68,000.00	$68,000.00	$40,385.00	$40,385.00	$40,500.00	$40,500.00	$61,435.63	$61,435.63	$43,221.25	$43,221.25
2	1	LS	TRAFFIC CONTROL, TO INCLUDE ALL PLANS, COMPUTERIZED MESSAGE SIGNS, DELINEATORS, STEEL PLATES, AND ANY OTHER NEEDED SAFETY DEVICES.	$46,000.00	$46,000.00	$15,000.00	$15,000.00	$100,000.00	$100,000.00	$101,250.00	$101,250.00	$104,000.00	$104,000.00	$65,562.50	$65,562.50
3	1	LS	STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND BEST MANAGEMENT PRACTICES (BMP'S)	$9,000.00	$9,000.00	$8,000.00	$8,000.00	$10,000.00	$10,000.00	$21,600.00	$21,600.00	$22,000.00	$22,000.00	$12,150.00	$12,150.00
4	1	LS	FURNISH AND INSTALL TWO (2) CONSTRUCTION INFORMATION SIGNS, TRAFFIC STRIPING AND MARKERS INCLUDING CURB MARKINGS	$14,500.00	$14,500.00	$12,000.00	$12,000.00	$10,000.00	$10,000.00	$24,300.00	$24,300.00	$37,500.00	$37,500.00	$15,200.00	$15,200.00
5	96,000	SF	COLD MILL AND REMOVE 3" OF EXISTING AC PAVEMENT	$0.96	$92,160.00	$0.65	$62,400.00	$0.55	$52,800.00	$3.00	$288,000.00	$0.61	$58,560.00	$1.29	$123,840.00
6	15,300	LF	COLD MILL AND REMOVE AN ADDITIONAL 4" OF EXISTING AC PAVEMENT	$1.28	$19,584.00	$1.50	$22,950.00	$1.55	$23,715.00	$4.00	$61,200.00	$0.82	$12,546.00	$2.08	$31,862.25
7	2,300	SF	COLD MILL AND REMOVE 7" OF EXISTING AC PAVEMENT	$2.30	$5,290.00	$4.60	$10,580.00	$2.00	$4,600.00	$7.00	$16,100.00	$1.43	$3,289.00	$3.98	$9,142.50
8	2,300	SF	COLD MILL AND REMOVE 5" OF EXISTING AB PAVEMENT	$1.61	$3,703.00	$4.60	$10,580.00	$2.00	$4,600.00	$5.00	$11,500.00	$1.02	$2,346.00	$3.30	$7,595.75

REGIO AVENUE STREET IMPROVEMENT PROJECT
BID SUMMARY
Bid Opening: JUNE 12, 2024 - 2:00 P.M.

				ALL AMERICAN ASPHALT		R.J. NOBLE COMPANY		HARDY & HARPER, INC.		MBC ENTERPRISES, INC.		Engineer's Estimate		Average	
Item No	Approx. Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
9	1,765	TON	CONSTRUCT 3” THICK ASPHALT CONCRETE FINISH COURSE, TYPE III C3 PG 70-10 (1/2” ROCK) WITH FORTA-FI FIBER REINFORCEMENT PER MANUFACTURER’S SPECIFICATIONS OR APPROVED EQUAL	$145.00	$255,925.00	$155.00	$273,575.00	$130.00	$229,450.00	$304.00	$536,560.00	$131.60	$232,274.00	$183.50	$323,877.50
10	380	TON	CONSTRUCT 4" THICK ASPHALT CONCRETE BASE COURSE TYPE III B2 PG 70-10 (3/4" ROCK) WITH FORTA-FI FIBER REINFORCEMENT PER MANUFACTURER'S SPECIFICATIONS OR APPROVED EQUAL	$168.00	$63,840.00	$160.00	$60,800.00	$200.00	$76,000.00	$324.00	$123,120.00	$130.18	$49,468.40	$213.00	$80,940.00
11	105	TON	CONSTRUCT 7" THICK ASPHALT CONCRETE FINISH COURSE, TYPE III C3 PG 70-10 (1/2" ROCK) WITH FORTA-FI FIBER REINFORCEMENT PER MANUFACTURER'S SPECIFICATIONS OR APPROVED EQUAL	$168.00	$17,640.00	$200.00	$21,000.00	$270.00	$28,350.00	$446.00	$46,830.00	$131.60	$13,818.00	$271.00	$28,455.00
12	75	TON	CONSTRUCT 5" THICK ASPHALT CONCRETE BASE COURSE TYPE III B2 PG 70-10 (3/4" ROCK) WITH FORTA-FI FIBER REINFORCEMENT PER MANUFACTURER'S SPECIFICATIONS OR APPROVED EQUAL	$168.00	$12,600.00	$200.00	$15,000.00	$270.00	$20,250.00	$351.00	$26,325.00	$130.18	$9,763.50	$247.25	$18,543.75
13	110	LF	REMOVE EXISTING AND CONSTRUCT CURB AND GUTTER PER CITY OF BUENA PARK STD. 202	$258.00	$28,380.00	$205.00	$22,550.00	$175.00	$19,250.00	$149.00	$16,390.00	$115.94	$12,753.40	$196.75	$21,642.50
14	60	SF	REMOVE EXISTING AND CONSTRUCT 4-INCH THICK P.C.C. SIDEWALK PER CITY OF BUENA PARK STD. PLAN 208	$33.00	$1,980.00	$36.00	$2,160.00	$30.00	$1,800.00	$48.00	$2,880.00	$17.44	$1,046.40	$36.75	$2,205.00
15	7	EA	ADJUST SEWER MANHOLE TO GRADE	$1,200.00	$8,400.00	$1,050.00	$7,350.00	$1,700.00	$11,900.00	$2,430.00	$17,010.00	$1,535.60	$10,749.20	$1,595.00	$11,165.00
16	15	EA	ADJUST WATER VALVE TO GRADE	$1,000.00	$15,000.00	$1,050.00	$15,750.00	$1,700.00	$25,500.00	$2,160.00	$32,400.00	$1,364.00	$20,460.00	$1,477.50	$22,162.50

REGIO AVENUE STREET IMPROVEMENT PROJECT
BID SUMMARY
Bid Opening: JUNE 12, 2024 - 2:00 P.M.

				ALL AMERICAN ASPHALT		R.J. NOBLE COMPANY		HARDY & HARPER, INC.		MBC ENTERPRISES, INC.		Engineer's Estimate		Average	
Item No	Approx. Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
17	80	CY	OPTIONAL – OVER EXCAVATION (UNSUITABLE AREAS)	$152.00	$12,160.00	$185.00	$14,800.00	$75.00	$6,000.00	$203.00	$16,240.00	$161.20	$12,896.00	$153.75	$12,300.00
18	80	TON	OPTIONAL – ASPHALT CONCRETE LEVELLING COURSE TYPE D2 MIX (DENSE FINE) PG 64-10	$101.00	$8,080.00	$145.00	$11,600.00	$130.00	$10,400.00	$257.00	$20,560.00	$136.08	$10,886.40	$158.25	$12,660.00
TOTAL =					**$638,242.00**		**$654,095.00**		**$675,000.00**		**$1,402,765.00**		**$675,791.93**		**$842,525.50**

CONTRACT

CITY OF BUENA PARK CONTRACT FOR

REGIO AVENUE STREET IMPROVEMENT PROJECT
"Project"

Project Number: 501
Bid Number: 2022-10

This CONTRACT ("Contract") is made and entered this 25th day of June, 2024 ("Effective Date"), by and between the CITY OF BUENA PARK, a California municipal corporation ("City") and ALL AMERICAN ASPHALT, a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 267073. The Contractor and the City are sometimes referred to herein collectively as the "Parties" and singularly as "Party.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following, each of which are attached hereto and incorporated herein by this reference:

   A. This Contract;
   B. The Notice Inviting Bids for the above-referenced project ("Project"), dated May 22, 2024;
   C. The Instructions to Bidders for the Project, dated May 22, 2024;
   D. Contractor's Bid for the Project, dated June 5, 2024 (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award);
   E. The Contractor's Bonds for the Bid and the Project;
   F. The final working drawings, plans, and specifications for the Project as approved by the City, and dated May 22, 2024 ("Plans and Specifications").
   G. The City of Buena Park's Standard Specifications for Public Works Projects, Latest Edition;
   H. The City of Buena Park's Special Provisions for Public Works Projects, Latest Edition;
   I. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
   J. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.

2. Scope of Services. Contractor shall perform all Work necessary to complete, in a good and workmanlike manner, a public works project identified in the title of this Contract above (the "Project"), as such Project and the Work to be performed by Contractor is further are described in the Contract Documents.

3. Compensation. In consideration for Contractor's performance of the Work required to complete the Project hereunder, City shall pay Contractor a total NOT-TO-EXCEED amount of Six Hundred Thirty Eight Thousand Two-Hundred Forty Two dollars ($638,242.00) in accordance with the prices as submitted in the Bid ("Compensation"). The Compensation shall be the total and complete such payable by the City for any and all costs, direct or indirect, of the Contractor for provision of the Work and completion of the Project, including but not limited to general and supplementary conditions, performance and payment bonds, Contractor fee for construction, and Contractor overhead and profit, and any other items of costs, accounting, or expense relating to or arising therefrom. Compensation shall under no circumstances be increased except via a formal change order approved by the City; and only if such overruns result of additional scope from the City, as opposed to price overruns, delays, errors, or omissions.

4. Term of Contract: The Contractor agrees to complete the work to City's satisfaction within **THIRTY (30) WORKING DAYS** from the date of written notice to proceed. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS ($500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.

5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

6. Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on a subcontract until all insurance required of its subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

   A. Compensation Insurance

      1. Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees, volunteers, and agents.

      2. In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City, a certification as follows:

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

B. General Insurance Requirements

1. Types of Coverage. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the following form:

    a. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.

    b. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering "Any Auto" (Symbol 1).

    c. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain insurance coverage limits no less than:

    a. General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specified language creating a duty to defend against any suit seeking damages.

    b. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

    c. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles and/or self insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the City, its officers, elected officials, employees, agents, and volunteers; or, the Contractor shall provide a financial guarantee satisfactory to the City, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The Contractor and City further agree as follows:

1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.

2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. For any claims related to this Project, the Contractor's insurance coverage shall be primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.

4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.

6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.

7. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies

providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. All insurance coverage shall contain a provision that prohibits cancellation, modification, or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11. All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."

12. All insurance coverage shall contain a clause substantially in the following words:

    "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt for a registered letter."

13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.

14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.

16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.

17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.

18. Contractor agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here. Contractor agrees that no contract, standard form or otherwise, used by any party in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.

E. Acceptability of Insurers. Coverage shall be written by insurers with a current A.M. Best's rating of no less than "A:VIII," and be admitted to conduct business in the State of California by the Department of Insurance.

F. Verification of Coverage. Contractor shall furnish the City with evidence of the insurance required by this Section, satisfactory to City, consisting of original certificates of insurance and amendatory endorsements, and an additional insured endorsement at least as broad as Insurance Services Office form CG 20 10 11 85. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City, and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

G. Subcontractors. Contractor shall include all subcontractors or any other party involved in the Project by Contractor as insured under its policies or shall require subcontractors or any other party involved in the Project by Contractor to carry the same insurance as required herein. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City and all certificates of insurance obtained in compliance with this paragraph will be submitted to City or review. Failure of City to request copies of such documents will not impose and liability on City, or its employees.

7. Indemnification.

A. Contractor and City agree that City, its employees, officers, agents and elected officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract.

Contractor acknowledges that CITY would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City as set forth here.To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, employees, agents, volunteers and officers ("Indemnitees"), from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the Contractor's performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.Without affecting the rights of City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City 's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City.Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is other than the sole fault of City. Contractor has no obligation under this Contract for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

E. The obligations of Contractor under this or any other provision of this Contract will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the Indemnitees. The Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Contract.

8. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City 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. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

9. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Community Workforce Agreement. The City and contractor acknowledge that the project is covered by a Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft

Councils and Local Unions (the "CWA"). Contractor agrees to abide by the terms and conditions of the CWA.

11. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the power and authority to execute this Contract on behalf of Contractor and has the power and authority to bind Contractor to the performance of its obligations hereunder.

13. Entire Agreement; Modification. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. Each Party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. This Contract supersedes all prior oral or written negotiations, representations, or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

14. Exhibits; Precedence. All documents referenced as exhibits in this Contract are hereby incorporated into this Contract by this reference. In the event of any inconsistency between the express provisions of this Contract and any provision of an exhibit, the provisions of this Contract, then the City's invitation for bids, if any, shall prevail.

15. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

_____
("CONTRACTOR")

By: _____

By: _____

The Solís Group
Serving our communities since 1992

Headquarters
3452 E Foothill Blvd / Suite 200
Pasadena, CA 91107 USA

P 626 685 6989
F 626 685 6985

May 22, 2024

Norman C. Wray, Sr. Engineering Technician
City of Buena Park
Department of Public Works
6650 Beach Boulevard
Buena Park, CA 90621

Re: Proposal for CWA Administration Services for the
Regio Avenue Street Improvement Project

Dear Norman C. Wray:

The Solís Group (TSG) is pleased to submit this cost proposal to provide CWA administration services required for the above referenced project. The work scope for this assignment is based on our proposal dated June 3, 2022. Our cost proposal based on information provided by the City is summarized below.

Project Description	Construction Value	Duration (including closeout)	Monthly Fee	Life of Project Cost Estimate
Regio Avenue Street Improvement	$ 680,000	3	$ 1,345	$ 4,035
			TOTAL COST	**$ 4,035**

If actual construction (including punch list) and closeout extends beyond the planned duration, we will examine the need for additional budget.

We appreciate the opportunity to serve the City. If you have any questions regarding this cost proposal, please contact the undersigned. Please send Notice-to-Proceed to Sabrina Cristi, Accounting Assistant, at scristi@thesolisgroup.com.

Sincerely,

Lina Gerpe
Marketing Pursuit Lead

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711

File : 12-ORA-0-BPK
CRASL-5310(043)
Regio Avenue from Caballero Boulevard to Altura Boulevard

May 2, 2024

Ms. Mina Mikhael
Interim Director of Public Works/City Engineer
City of Buena Park
6650 Beach Blvd. P.O. Box 5009
Buena Park, CA 90622

Dear Ms. Mikhael:

Your letter dated April 01, 2024 requested an allocation of State funds from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) for your project: Road Rehabilitation at: Regio Avenue from Caballero Boulevard to Altura Boulevard. The State hereby makes the allocation in the amount of $239,650.00 of State funds for the Construction phase of this project effective May 02, 2024. You may now proceed with the Construction phase of the project. Any work for the Construction phase that has been approved for funding and is performed after this date will be eligible for reimbursement. Please refer to the Finance Letter for the complete approved funding of all phases for this project.

Please refer to the Finance Letter for the complete approved funding of all phases for this project.

This Office will soon send you a Program Supplement Agreement for execution, along with a Master Agreement if one has not been executed. Please do not submit invoices for this project until the agreements are fully executed by both you and the State.

Invoices are to be submitted at a minimum of every six (6) months in order to remain active.

If you have any questions, please contact your District Local Assistance Engineer.

Sincerely,

FOR ROBERT NGUYEN, Chief
Office of Project Management Oversight - South
Division of Local Assistance

c: DLA AE Project Files
(12) DLAE - Jonathan Lawhead
Local Program Accounting
HQ HSIP Manager - CRRSAA Program Manager

APPROVAL AND APPROPRIATION OF REVISIONS TO THE FISCAL YEAR 2024-25 ADOPTED BUDGET

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	NEW BUSINESS Item: 5B

Presented By	Prepared By
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Approve and appropriate revisions to the fiscal year 2024-25 Adopted Budget.

PREVIOUS CITY COUNCIL ACTION

On June 26, 2023, the City Council approved the annual budgets for fiscal years 2023-24 and 2024-25. On May 28, 2024, Council reviewed and studied the fiscal year 2024-25 Preliminary Revised Budget and directed staff to bring back the item for formal approval.

DISCUSSION

At the budget workshop on May 28, 2024, the City Council reviewed and approved revisions to the FY2024-25 Adopted Budget, which is the second year of the original two-year budget. The discussion included items unanticipated during the original preparation of the two-year budget.

The revisions that were presented included:

- CalPERS unfunded accrued liability (UAL) adjustment
- Human Resources Analyst continuation for six months
- Community Development Plan Check consultant
- Community Development work management software
- Community Development part-time Facility Maintenance Worker
- Community Services special events part-time staffing and supplies
- Police Communications Call-Taker part-time staffing adjustment
- Police equipment adjustment
- Police emergency operations center (EOC) supplies
- Public Works right-of-way maintenance supplies
- Water operations supplies and services

- Wastewater operations supplies and services
- Vactor truck replacement
- Vehicle maintenance training and services
- Building modifications at Ehlers Event Center
- Building modifications at Bellis Park
- Building modifications at Peak Park
- Building modifications at Larwin Park
- Ehlers Event Center Phase II CIP
- Mandated Organics and Edible Food Recycling CIP
- Energy Efficiency Improvements CIP
- Thelma Avenue Community Gardens Phase 1 CIP
- Peak Park Pool Building Improvements CIP
- Annual Battery Backup Upgrades CIP
- Valley View Street Pavement Rehabilitation – Ball to Cerritos CIP
- Dale and Whitaker Complete Streets CIP

The following policy issues have also been implemented:

- WE LEAD BP additional funding
- Full-time Planning Technician

In addition, these necessary adjustments became known after the budget workshop:

- Community Development Block Grant (CDBG) allocation adjustment
- Orange County Fire Authority (OCFA) contract adjustment
- Special Election additional costs
- P-Nut Baseball End-of-the Season Campout program

The total appropriations for all budgeted funds for fiscal year 2024-25 are $147,913,780. The operating appropriations on an *all funds* basis are $133,694,030, and the appropriations for the Capital Improvement Program are $14,219,750. Attachment 1 provides a summary of estimated revenues, appropriations (with detail as to the type of budgeted expenditures) and the projected surplus or deficit for each budgeted fund for fiscal year 2024-25. The General Fund comprises 66.1% of the total appropriations on an *all funds* basis. As detailed in Attachment 2, the General Fund is projected to complete fiscal year 2024-25 with a revised surplus of $1,873,710, after factoring in projected vacant positions.

Over the last year, the City has conducted extensive engagement throughout the community to allow residents, businesses, and community members from every corner of Buena Park to Speak Up and join the conversation. After several community presentations, months of outreach, two scientifically conducted community surveys, and many community updates and emails, the City would like to thank the nearly 2,000 residents who have participated in Speak Up Buena Park! and gave their feedback through the community discussion around City service needs and priorities. The City is listening and has taken their feedback into consideration in this year's budget process.

Here are the top priorities identified by the community:

- Preventing crime, including property crimes, like burglary, robbery and car theft
- Ensuring that children have safe places to play and safe routes to school
- Maintaining 911 emergency response and retaining/attracting well-trained police officers
- Keeping public areas safe and clean
- Keeping Buena Park affordable for middle class and working people
- Helping maintain the City's quality of life for local residents
- Addressing homelessness

Budget feedback on community priorities:

- Residents have told us public safety is a top priority and the budget currently reflects:
    - The Buena Park Police Department is facing a staffing shortage.
    - The City must be able to recruit and retain experienced police officers.
    - Even in safe communities like Buena Park, robberies, assaults, burglaries, vehicle thefts and arson all increased in 2022.
    - 911 calls have increased 24% since 2021, straining response times.
- Thousands of Buena Park older adults benefit from our community's senior programs like Meals on Wheels, senior transportation services, and the Buena Park Senior Center. The City strives to continue to offer quality programs that support our growing senior community and allow them to age in place.
- During these uncertain times, the City must preserve local control over Buena Park taxpayer dollars so that they stay local and serve our community's needs ensuring they are spent in our own community on essential City services.

BUDGET IMPACT

Total appropriations for all budgeted funds for fiscal year 2024-25 are $147,913,780.

Attachments

Attachment 1 - Summary of Resources and Requirements.pdf
Attachment 2 - Comparison of General Fund Budget.pdf

Attachment 1

CITY OF BUENA PARK
Summary of Resources and Requirements
Fiscal Year 2024-25

FUND TYPE/DESCRIPTION	*Beginning Estimated Balance July 2024*	Resources		
		Estimated Revenue	*Transfers In*	*Total Resources*
General and Special Revenue Funds:				
General Fund	$ 36,270,000	$ 93,616,850	$ 397,670	$ 130,284,520
Economic Development Fund	7,782,000	2,015,000	-	9,797,000
Opioid Settlement Fund	174,000	-	-	174,000
Asset Forfeiture Fund	282,000	154,000	-	436,000
Capital Projects Fund	-	137,750	-	137,750
Proposition 172 PD Augmentation Fund	226,000	550,000	-	776,000
Supplemental Law Enforcement Fund	-	230,500	167,740	398,240
Gas Tax Fund	1,240,000	4,515,200	-	5,755,200
Measure M2 Fund	685,000	2,292,270	-	2,977,270
HOME Deferred Loan Fund	1,172,000	3,130	-	1,175,130
Community Development Block Grant Fund	-	933,150	-	933,150
State OCATT Fund	-	247,400	-	247,400
CalHome Program Fund	1,203,000	-	-	1,203,000
Park In-Lieu Fund	-	1,510,000	-	1,510,000
Traffic Congestion Relief Fund	53,000	5,500	-	58,500
AB2766/AQMD Fund	331,000	105,000	-	436,000
Successor Agency to RDA	-	5,977,380	-	5,977,380
Low/Mod Housing Successor Fund	4,125,200	-	-	4,125,200
General and Special Revenue Funds Total:	53,543,200	112,293,130	565,410	166,401,740
Enterprise Funds:				
Water Enterprise Fund	8,141,000	17,676,810	-	25,817,810
Wastewater Enterprise Fund	1,300,000	1,828,680	-	3,128,680
Enterprise Funds Total:	9,441,000	19,505,490	-	28,946,490
Internal Service Funds:				
Workers' Compensation Fund	3,827,000	767,780	-	4,594,780
Liability Insurance Fund	1,357,000	3,000	1,709,000	3,069,000
Accrued Leave Fund	16,000	505,000	-	521,000
Equipment Maintenance & Replacement Fund	7,583,000	2,753,600	261,000	10,597,600
Management Information Systems Fund	1,266,000	1,012,700	-	2,278,700
Facilities Maintenance Fund	386,000	2,752,700	-	3,138,700
Internal Service Funds Total:	14,435,000	7,794,780	1,970,000	24,199,780
Grand Totals	$ 77,419,200	$ 139,593,400	$ 2,535,410	$ 219,548,010

Attachment 1

Requirements							
Salaries & Benefits	*Maintenance & Operations*	*Capital Equipment*	*Capital Projects*	*Transfers Out*	*Total Requirements*	*Surplus (Deficit)*	*Ending Estimated Balance June 2025*
$ 50,306,550	$ 39,475,860	$ 359,460	$ 6,122,000	$ 1,501,940	$ 97,765,810	$ (3,751,290)	$ 32,518,710
29,650	399,360	-	-	68,000	497,010	1,517,990	9,299,990
-	-	-	-	-	-	-	174,000
25,000	63,000	-	-	-	88,000	66,000	348,000
-	-	-	137,750	-	137,750	-	-
535,860	123,740	-	-	-	659,600	(109,600)	116,400
398,240	-	-	-	-	398,240	-	-
662,040	241,370	-	3,825,000	22,500	4,750,910	(235,710)	1,004,290
604,810	16,760	-	1,200,000	-	1,821,570	470,700	1,155,700
57,050	650,000	-	-	-	707,050	(703,920)	468,080
530,410	426,990	-	-	-	957,400	(24,250)	(24,250)
247,400	-	-	-	-	247,400	-	-
-	-	-	-	-	-	-	1,203,000
-	-	-	-	-	-	1,510,000	1,510,000
-	-	-	-	-	-	5,500	58,500
8,120	11,000	-	-	116,000	135,120	(30,120)	300,880
107,140	5,870,240	-	-	-	5,977,380	-	-
292,020	55,210	-	-	250,000	597,230	(597,230)	3,527,970
53,804,290	47,333,530	359,460	11,284,750	1,958,440	114,740,470	(1,881,930)	51,661,270
3,954,450	14,218,860	53,610	1,935,000	365,270	20,527,190	(2,850,380)	5,290,620
496,990	509,740	2,460	1,000,000	-	2,009,190	(180,510)	1,119,490
4,451,440	14,728,600	56,070	2,935,000	365,270	22,536,380	(3,030,890)	6,410,110
-	1,226,000	-	-	189,200	1,415,200	(647,420)	3,179,580
-	2,342,100	-	-	-	2,342,100	(630,100)	726,900
500,000	-	-	-	-	500,000	5,000	21,000
626,770	1,258,580	671,100	-	-	2,556,450	458,150	8,041,150
337,100	489,430	176,300	-	-	1,002,830	9,870	1,275,870
527,400	2,264,450	6,000	-	22,500	2,820,350	(67,650)	318,350
1,991,270	7,580,560	853,400	-	211,700	10,636,930	(872,150)	13,562,850
$ 60,247,000	$ 69,642,690	$ 1,268,930	$ 14,219,750	$ 2,535,410	$ 147,913,780	$ (5,784,970)	$ 71,634,230

Attachment 2

CITY OF BUENA PARK

Comparison of General Fund Budget
For Fiscal Years 2023-24 and 2024-25

	Adopted Budget 2024-25	Revised Budget 2024-25	Percent Increase/ (Decrease)
General Fund Undesignated Reserve	$ -	$ 5,000,000	-
Estimated Operating Revenues	90,440,850	93,616,850	3.51%
Estimated Operating Expenditures	(87,791,080)	(90,141,870)	2.68%
Less:			
Transfers Out	(1,496,340)	(1,501,940)	0.37%
Capital Improvement Projects	(450,000)	(6,122,000)	1260.44%
Add:			
Transfers In	397,670	397,670	0.00%
Estimated Fund Surplus (Deficit)	1,101,100	1,248,710	13.41%
Current vacant positions	269,000	225,000	
Projected vacant positions	400,000	400,000	
Revised Surplus (Deficit)	$ 1,770,100	$ 1,873,710	

Expenditure Recap

Operating Expenditures	$ 87,791,080	$ 90,141,870	2.68%
Transfers Out	1,496,340	1,501,940	0.37%
Capital Improvement Projects	450,000	6,122,000	1260.44%
Total General Fund Expenditures	$ 89,737,420	$ 97,765,810	8.95%

APPROVE CONTRACT WITH MERCY HOUSE FOR THE OPERATION OF THE BUENA PARK NAVIGATION CENTER

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	NEW BUSINESS Item: 5C

Presented By	Prepared By
Jim Box, Director of Community Services	Jim Box, Director of Community Services

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a Professional Services Agreement with Mercy House for operating a year-round emergency shelter/multi-service center located at 6490 Caballero Boulevard in the annual amount of $3,649,468.90; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and, 4) Approve a budget appropriation in the amount of $396,490 from the undesignated General Fund balance for this purpose.

PREVIOUS CITY COUNCIL ACTION

On May 28, 2019, the City Council approved a contract with Mercy House to operate a year-round shelter/multi-service center located at 6490 Caballero Blvd. following an initial Request for Proposal (RFP) process. On February 25, 2020, the City Council approved a professional services agreement with Mercy House for program roll-out and on-boarding services in preparation of the opening of the shelter. On May 1, 2020, the City Council-approved operator contract was executed for an initial two-year term with three one-year extension options. On June 28, 2022, the City Council approved Amendment No. 1 to the agreement to exercise the first of three, one-year extension options. On July 11, 2023, the City Council approved Amendment No. 2 to the agreement to exercise the second of three, one-year extension options.

DISCUSSION

The North Orange County Service Planning Area ("North SPA") received Homeless Emergency Aid Program (HEAP) funding to construct two Navigation Centers in March and June of 2020 in the cities of Buena Park and Placentia, respectively. 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 Buena Park Navigation Center ("Center") is located at 6494 Caballero Blvd. The Center is one of the two (2) facilities currently serving the North SPA. The Center along with the other North SPA site in Placentia, addresses a comprehensive regional solution in North Orange County to provide supportive services to individuals experiencing homelessness. The 149 beds at the Buena Park Center are designated for North SPA cities only.

The City of Buena Park has determined that the continued use of a qualified nonprofit organization, experienced in homeless services, would be the most effective approach for the management of the daily operations of the Navigation Center. Mercy House has been successfully managing the daily operations of the Navigation Center. The City had the option of utilizing the final one-year extension option of the existing agreement with Mercy House, but elected to partner with the City of Placentia in issuing a joint Request for Proposal (RFP) for the selection of an operator for both the Buena Park and Placentia shelters in hopes of lowering operational costs through economies of scale.

On February 5, 2024, the City released the Joint Navigation Center Operator RFP No. 24-01 seeking an experienced professional service provider to manage the Centers. The North SPA retained Susan Price as a consultant to assist with the preparation of the RFP documents and the RFP process, as well as for the selection of the provider for both the Buena Park and Placentia Navigation Centers. 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 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 of 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 April 3, 2024, the City of Buena Park received one (1) proposal (Mercy House) and the City of Placentia received two (2) proposals (Mercy House/Salvation Army) in response to the joint 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 five (5) members served on the interview panel. The evaluation panel consisted of the following representatives:

- City of Placentia Council Member and Chair of the Bridges at Kraemer Navigation Center Community Advisory Board, Ward Smith
- City of Placentia Council Member Rhonda Shader
- City of Buena Park Council Member Connor Traut
- City of Orange City Manager Tom Kisela
- City of Fullerton City Manager Eric Levitt
- City of Placentia Police Chief Brad Butts
- City of Buena Park Police Chief Frank Nunes
- City of Placentia Community Services Director Karen Crocker
- City of Buena Park Community Services Director Jim Box

The interview panel consisted of the following representatives:

- City of Placentia Council Member and Chair of the Bridges at Kraemer Navigation Center Community Advisory Board, Ward Smith
- City of Yorba Linda Council Member Janice Lim
- City of Placentia Police Chief Brad Butts
- City of Buena Park Chief of Police Frank Nunes
- City of Placentia Community Services Director Karen Crocker

The panelists were chosen to serve on the Evaluation Panel because they have a fundamental understanding of the Buena Park and 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, an interview was held with the proposer. The proposer was 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.

The proposer's final score for the Buena Park Navigation Center is identified in the table below:

Proposer	Final Score
Mercy House	85.33

The proposed budget provided by the proposer is identified in the table below:

Proposer	Proposed Annual Budget
Mercy House	$3,649,468.90

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 the proposer interviews, the Evaluation Panel recommended Mercy House as the operator for the operations and management of the Buena Park Navigation Center and Salvation Army as the operator for management of the Placentia Navigation Center.

Staff recommends the City Council consider the Evaluation Panel's recommendation and award a three-year contract to Mercy House from the date the agreement is fully executed for the year-round operations and management of the Center.

BUDGET IMPACT

The North SPA Cities will be responsible for the ongoing operational costs related to the Center. On May 14, 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 Mercy House RFP budget is in the amount of $3,649,468.90. A total of $3,302,980 is budgeted for FY 2024-2025 for this contract. Additionally, staff is proposing a $50,000 facility maintenance line item to cover ongoing maintenance associated with the facility. As a result, a budget amendment in the amount of $396,490 from the undesignated General Fund balance is necessary to cover the shortfall.

Funding for the Center comes from funds contributed by all North SPA cities. After reimbursement from the North SPA cities, no General Fund dollars will be utilized for the operation of the Center. The North SPA cities convene on a quarterly basis throughout the contract period to evaluate ongoing operational costs and to determine if additional funding as may be necessary. A North SPA meeting occurred on June 6, 2024, in which the RFP process, Evaluation Panel recommendation, and timeline was provided to all partner cities.

Attachments

Final Navigation Center RFP 2.1.24 AM.pdf
Mercy House Agreement 6.17.24.final.pdf
Mercy House Budget FY 24-25.pdf
Attachment A-1 (Contractor's Proposal).pdf
Attachment D (HEAP Agreement).pdf
Attachment E (N-SPA MOU).pdf
BPNC MOPS revised 4.19.23.pdf



JOINT REQUEST FOR PROPOSALS (RFP)
FOR

THE OPERATOR OF TWO
NORTH SERVICE PLANNING AREA (NSPA)
NAVIGATION CENTERS IN
PLACENTIA AND BUENA PARK

REPRESENTING THE NORTH SPA CITIES:
CITY OF PLACENTIA
401 EAST CHAPMAN AVENUE
PLACENTIA, CALIFORNIA 92870

MADELINNE VILLAPANDO

COMMUNITY SERVICES DEPARTMENT

Tel: (714) 993-8233

mvillapando@placentia.org



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Exhibit E – City of Buena Park Sample Contract 61

Exhibit F – City of Buena Park Management and Operations Plan (MOPS) 62

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN THAT PROPOSALS will be received from qualified non-profit service providers (who provide services for individuals that are homeless) to operate two, year-round North Service Planning Area Navigation Centers (NSPA) in the cities of Placentia and Buena Park.

Responses to this Request for Proposals (RFP) will be accepted until **Tuesday, March 12, 2024 at 3:00 P.M. Deadline.** Proposals received after this date/time will not be considered.

The Cites of Placentia and Buena Park invite proposals for the operating of two north service planning area (NSPA) Navigation Centers in their respective jurisdictions. The City of Placentia and City of Buena Park are seeking proposals from eligible respondents to enter a public-private partnership to operate two, year-round North SPA cities Navigation Centers that will serve approximately 249 individuals: 100 beds in Placentia and 149 beds in Buena Park. The term of any agreement will be for three years, with the possibility of up to two additional one-year extensions based on performance by the operator(s).

Both Navigation Centers provide sheltering and comprehensive supportive services to program participants with the primary goal of self-sufficiency and housing stability upon graduation. Some of the onsite services include but are not limited to transportation in and out, individualized case management and treatment planning, behavioral and substance abuse services, social services, meal services, housing navigation and placement assistance, and 24/7 staffing supervision and security.

The Proposal and Contract specifications for this proposal are available to download at no cost from the electronic bid management system, PlanetBids at: Placentia Planetbids

Proposers must be registered on the City of Placentia's PlanetBids portal in order to receive addendum notifications and to submit a proposal. Go to PlanetBids for proposal results and awards. It is the responsibility of the proposers to submit the proposal with sufficient time to be received by Planetbids prior to the proposal opening date and time. Allow time for technical difficulties, uploading, and expected delays. Late or incomplete proposals will not be accepted.

NO HARD COPY PROPOSAL DOCUMENTS WILL BE AVAILABLE FOR PURCHASE.

Electronic proposals will be received via the City of Placentia Vendor Portal through PlanetBids prior to **March 12, 2024, by 3:00 PM** at which time or shortly thereafter, they will be publicly opened via Planetbids.

FAILURE TO SUBMIT THE REQUIRED DOCUMENTS, WITH THE BID PROPOSAL SHALL BE JUST CAUSE FOR REJECTION OF THE BID.

The City reserves the right to reject any and all bids.

Any questions regarding this proposal request must be submitted in writing through the electronic proposal management system at: Placentia Planetbids by no later than the date and time specified.

Please click here to view information about the Buena Park Navigation Center

- The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.
- Acceptance of Terms and Conditions- Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of all terms and conditions hereinafter set forth in this RFP.

EXECUTIVE SUMMARY

The City of Placentia and City of Buena Park are seeking proposals from eligible respondents to enter a public-private partnership to operate two, year-round North SPA cities Navigation Centers that will serve approximately 249 individuals: 100 beds in Placentia and 149 beds in Buena Park. The term of any agreement will be for three years, with the possibility of up to two additional one-year extensions based on performance by the operator(s).

Both Navigation Centers provide sheltering and comprehensive supportive services to program participants with the primary goal of self-sufficiency and housing stability upon graduation. Some of the onsite services include but are not limited to transportation in and out, individualized case management and treatment planning, behavioral and substance abuse services, social services, meal services, housing navigation and placement assistance, and 24/7 staffing supervision and security.

The Placentia site is located at **731 South Melrose Street, Placentia, CA,** and the Buena Park site is located at **6494 Caballero Boulevard, Buena Park, CA.** These sites meet the SB2 zone criteria for Navigation Centers. Funding is provided by a formal Memorandum of Understanding with the 12 North Service Planning Area (NSPA) cities of Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Placentia, Orange, Stanton, Villa Park and Yorba Linda, through various funding sources. The City of Anaheim is not a participating party to the NSPA regional partnership; however, collaboration is ongoing. Only non-profit organizations currently providing Navigation Center or shelter services to individuals experiencing homelessness that meet the minimum submission requirements will be considered.

It is expected that the respondents to this RFP will be fully ready to operate the Navigation Centers beginning July 1, 2024, following the conclusion of the RFP process, contingent upon the selection and subsequent approval of the NSPA cities and the City Councils for Placentia and Buena Park.

BACKGROUND

Over the past 5 years, the NSPA cities have created a regional partnership in an effort to address the growing issue of homelessness in the Orange County North Service Planning Area. In June 2019, the NSPA cities entered into a Memorandum of Understanding (MOU) to cooperate on the development of two Navigation Centers in the North SPA. In the Federal Court Case, Catholic Worker et.al. vs. County of Orange et.al. (2018), cities were called to task to provide sheltering resources for the unsheltered Point-In-Time (PIT) Count results in the region. The NSPA MOU and development of two navigation centers totaling 249 shelter beds has been approved by the Court, in addition to adhering to the County of Orange Continuum of Care (CoC) Standards of Care, which is attachment A in this RFP. The Placentia navigation center opened its doors in March 2020 and the Buena Park navigation center opened in June 2020, after both cities managed an expedited process of site location and design/build to develop these sheltering resource centers which are funded by the collaborative MOU of the North SPA cities.

According to the 2022 Orange County PIT Count, the number of unsheltered individuals living in the County is 3,057. The NSPA cities of have a total count of 628 unsheltered individuals, thus representing 20.5% of the County total. The North SPA cities represent a strong regional partnership invested in providing resources that prevent and end homelessness in their communities.

The collaboration has been recognized as an effective regional model to close gaps in the system of care and has increased the level of engagement and care that is provided to the homeless population within the North SPA and the County of Orange Continuum of Care System.

ELIGIBLE RESPONDENTS

An Eligible Respondent is a qualified non-profit service provider that has verifiable experience serving the homeless population as it relates to the qualifications outlined in this RFP.

It is understood the selected Respondent acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of California and for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the cities of Placentia, Buena Park, and/or the NSPA cities.

It is also understood that all reports, information, and/or data prepared or assembled by the Respondent for this RFP, or under a contract awarded pursuant to this RFP may be made available to any individual or organization under the California Public Records Act (CPRA), subject to limitations and exemptions in the CPRA. Each Respondent shall be financially solvent and shall be competent to perform the services required under this RFP document.

Proposals will only be considered from Respondents which meet the following prerequisites:

- Have at least three consecutive years of successfully managing and operating emergency shelter programs and delivering relevant services of a similar type and scope as described in the Scope of Work.
- Have not filed for bankruptcy under any business name over the past five (5) years.
- Have the current organizational experience and staff capacity to operate one or both Year-Round Homeless Navigation Centers.
- Possess knowledge of or be an active participant in the Orange County Continuum of Care (CoC) or other regional Homeless Services Continuum of Care.

AVAILABLE FUNDING

The North SPA cities and the County of Orange have programed a combination of funding towards the program and operation of the two navigation centers in the North SPA. These funding sources may include but are not limited to: Community Development Block Grant, Emergency Solutions Grant, Low-Moderate Income Housing Asset Fund, Permanent Local Housing Allocation (PLHA or SB2) and Homelessness, Housing Assistance Program (HHAP) funding. It is highly desirable that the selected non-profit provider have extensive experience with county, state and federal grant requirements.

The current operational budget for Buena Park Navigation Center is $3.3 million annually and Placentia Navigation Center is $1.6 million annually. Both Placentia and Buena Park Navigation Centers are included within this Joint RFP because the current operational agreements expire in 2024. The operator for the Placentia Navigation Center is voluntarily not renewing its contract and will work with the newly selected operator on a seamless transition. The City of Buena Park has invited its current operator to respond to this RFP and may elect to recontract with that operator or select a new operator through this process. Considering the complexity of an operational provider transition, the RFP timeline is tentative and must remain flexible to accommodate a seamless transition for all parties.

Funds used may have varying requirements including both quarterly and annual reporting for both the Cities of Placentia and Buena Park but also the Respondent. The basic program regulations governing management and financial systems for the Community Development Block Grant and Emergency Solutions Grant are disseminated by the Federal government in 24 CFR Part 570, Subparts J and K.The host cities of Placentia and Buena Park will execute the Professional Services Agreements for the Operator(s) of the two Navigation Centers, with funding provided by the North SPA Collaborative. All requirements of the applicable local, state, federal, or private funding sources will apply to projects selected under this RFP.

In an effort to align both sites for operational consistency and leveraged funding, this RFP will prioritize responsive submissions that propose to operate both programs, while considering all other proposals that propose to operate Placentia or Buena Park individually. The North SPA including the Cities of Placentia and Buena Park may elect to award contracts for individual operators for each Navigation Center or award both Navigation Center contracts to one provider to operate both.

RFP TIMELINE

The North SPA expects proposals to be project-ready with the intent of having staffing capacity and readiness to operate the Navigation Centers, with Placentia anticipated to begin July 1, 2024, and Buena Park August 1, 2024, respectively.

Any questions or requests for clarifications regarding this proposal must be submitted in writing through the electronic proposal management system at: Placentia Planetbids by no later than the date and time specified.

Any communication, whether written or verbal, with any City Councilmember or City staff of either City other than the process indicated above, prior to award of a contract by the City Council of each City, is strictly prohibited and the Proposer may be disqualified from consideration.

The following is the **tentative timeline** for the RFP process.

ACTION ITEM	DATE
Release of RFP	February 5, 2024
RFP Questions Due	February 15, 2024 by 4pm
RFP Responses to Questions	February 21, 2024
Proposal Submittal Deadline	**March 12, 2024 by 3pm**
Panel Interviews	**Week of April 15 TBD**
City Council Approval (Tentative)	June 2024
Program Operation Starts (Placentia)	July 1, 2024 TBD
Program Operation Starts (Buena Park)	August 1, 2024 TBD

PROPOSAL SELECTION PROCESS

The NSPA cities shall establish a proposal evaluation committee comprised of its diverse membership to review and score proposals received. All proposals will be scored based on the criteria in this RFP. Additional information may be requested by the proposal evaluation committee prior to making a recommendation for award. Recommendations from the proposal evaluation committee will be presented to the NSPA cities and upon their approval, to both Placentia and Buena Park City Councils for consideration and award of each contract. The cities of Placentia and Buena Park reserve the right to conduct further background and reference checks on the final recommendation prior to Council consideration of this RFP award.

The NSPA cities shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process.

All costs shall be borne by the organization responding to this RFP. The organization responding to this RFP shall hold the cities of Placentia, Buena Park and the NSPA cities harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the organization.

SCOPE OF SERVICES

Overview

The two NSPA Navigation Centers and related supportive service programs are designed to provide a safe environment and a pathway for individuals and couples experiencing homelessness on the streets of NSPA, excluding Anaheim, to transition into stable housing. The Navigation Centers are not designed to accommodate families or children. Clients will be admitted with low-barrier requirements through a referral system and coordination with the NSPA Police Departments, or other approved outreach teams, with no walk-ins allowed. The shelter program will incorporate transportation pick up and drop off points, or a similar model type that supports the individual needs of participants. The overall project will represent best practices in exceptional trauma-informed care for all shelter participants. The City's obligation will be for funding. The operation of the shelter will be undertaken by the selected Respondent.

Project Requirements

Respondents to this RFP should specify programs and services for homeless individuals that, based on evidence, successfully promote the principles of Housing First and contribute to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring. All services must be easily accessible and evaluated for effectiveness on a regular basis.

The NSPA Navigation Centers operate in accordance with the County of Orange Standards of Care for Emergency Shelter Providers (Exhibit A). The document provides a comprehensive set of administrative, operational and facility-based standards designed to support the quality and consistency of program operations, evidence-based participant services, core organizational/administrative functions, and facility design/operations. The Standards of Care ensures a trauma informed environment that allows for full inclusion of services for participants with disabilities. Effectiveness shall be measured using the Project Outcomes outlined in this RFP.

The North SPA cities align with the following Five Guiding Principles for Navigation Centers and seek an operator that will adhere to these principles in working with and for the North SPA cities:

CONSISTENCY - The North SPA cities have been operating both Navigation Centers since March and June 2020, respectively, with each managed by a different operator. With this Joint RFP, the collaborative is considering options to achieve consistency in operations of both Navigation Centers in an effort to align support service resources, appropriate staffing levels, maintain continuity for the client experience, and increase community engagement in the North SPA cities region.

ACCOUNTABILITY - Honest and ethical conduct is so important for the operator, its employees, the clients served at the Navigation Centers and for the broader community in which it operates. The North SPA cities have invested in the endeavor of helping people that are experiencing homelessness in this region and it is imperative that all of its partners operate with flexibility, humility and commitment to promote a successful return on investment.

PERFORMANCE - Performance metrics provide ongoing information about the clients served, the operational services provided and the effectiveness of the supportive service components to yield favorable results. This is challenging work with people helping people, and the data often tells a story. Matching the appropriate intervention for each unique client and ensuring follow through are important in best serving the target population and achieving positive outcomes. Monthly and Annual Performance Reporting is critical to the efforts and promotes refinement of the program to increase its effectiveness.

QUALITY - To ensure the quality of the Navigation Center program over time, ongoing quality improvement practices will need to be implemented, including feedback from the clients served, annual and periodic auditing site visits from North SPA representatives, and 360 degree feedback from service partners and stakeholders regarding key components of the program: Intake and Access, Transportation Plan, Supportive Services Delivery, Good Neighbor and Community Engagement, Performance Outcomes, etc.

SUSTAINABILITY - The Navigation Centers must work efficiently to operate in a fiscally responsible manner with a view toward long term strategies and priorities that ensure positive outcomes, primarily the reduction of homelessness. Through partnerships with other entities, more people will achieve stability and become housed. Cost containment is a key strategy, and leveraging resources must be a priority in these collective efforts to be successful over time. The North SPA cities have committed to operating the two Navigation Centers for at least ten (10) years, as part of a funding agreement with Orange.

The following table below outlines the minimum service requirements for the Navigation Centers that the selected contractor (or contractors) will be expected to fulfill.

PROJECT ELEMENT	
Hours of Operation	• Each Navigation Center must be open 24 hours per day, seven days per week, including City holidays
Target Population	• Adult individuals (ages 18 and older) and adult-only households (i.e., couples without children). No children permitted in the shelter
Client Eligibility	• Literally homeless within the NSPA cities • Referred by NSPA cities, including each respective police department and other approved referral points of contact • Willingness to participate in programs and services towards housing stability • Willingness to follow shelter participant expectations EXCLUSIONS: 290 Reg. (sex offenders) /active felony warrants

PROJECT ELEMENT	
Program Components and Residential Services	**Included but not limited to the following:** • Three (3) nutritious meals each day (warming kitchen only) • Receive and handle daily food deliveries from 3rd-party providers • Transportation/Shuttle Services • Service Animals and Pet Accommodation • Laundry Facilities • Address client storage issues • Hygiene Products • Mail services, as needed • Telephone access, charging and message services • Enrichment Activities / Monthly Calendar of Services/Programs • HMIS Data and Performance Participation and Documentation • Participation in the Coordinated Entry System (CES) • Manage client reservation and referral process in NSPA using Outreach GRID • Welcome, comprehensive intake and assessment • Provide and coordinate support services for clients • Housing First focus with low-barriers to entry and placements • Case management and other appropriate permanent housing-focused services (e.g., housing navigation, case conferencing) • Mental Health, Healthcare treatment and care coordination • Substance Use recovery support such as AA, 12-Step programs • Increase income: public benefits, SSI, Employment • Coordination with the County Housing Authority, referrals to County, State and Federal programs, as well as nonprofit and social service agencies, as appropriate • Ensure clients are appropriately engaged with individualized treatment goals, case management plans and working towards personal recovery, successful placements and improved outcomes. • Ensure service delivery options are provided to meet the individualized needs of each program participant, whether on-site or coordinated within the community through care coordination.

PROJECT ELEMENT	
General Standards	• Operate in accordance with the County of Orange Standards of Care for Emergency Shelter Providers • Comply with the Navigation Center Maintenance and Operations Policies of the host City • Ensure appropriate onsite staffing coverage at all times for logistics and operations, support services and supervision of facility and clients • Ensure proper staff orientation at onboarding, ongoing training and supervision, proper coverage for 24/7 365 operational requirements • 24-hour on-site security to ensure a safe environment for clients, staff, volunteers, and others • Operator to include monthly and annual reports that provide data analysis, service delivery outcomes and performance metrics • Designated point-of-contact who is available at all times to address issues that may arise at the shelter and willingness to coordinate security issues with the Placentia, Buena Park or NSPA City Police Departments (OC Sheriff) • Provide a means for clients to provide input into programs using program surveys, resident meetings and a grievance procedure • Data entry, analysis and reporting in HMIS for all program activities. Respondent will maintain all appropriate documentation of service delivery, incident reporting and facility maintenance.

PROJECT ELEMENT	
Property Management	Respondent will maintain a secure and healthful environment for delivery of all services, including: • Site management including prompt maintenance and repair, utilities, security, janitorial services, waste removal and disposal, regularly laundered linens, and other logistically related items • COVID-19 Health and Safety protocols and quarantine procedures • Secure entry/exits for clients and service providers to be monitored by staff • A fire escape emergency plan • A fire watch, which shall be maintained at all times • A written drug and alcohol free policy for staff and clients that is posted/displayed on-site at all times. The written policy shall include and describe the disciplinary action to result from the illegal use, consumption, distribution, and/or possession of drugs and/or alcohol on site Proactive cleanliness and sanitation to prevent mold, insects like bed bugs, lice, scabies, and treatments to remedy same.

PROJECT OUTCOMES

The Performance Outcomes for the NSPA cities Navigation Centers will be measured by criteria shown in the Table below and data and metrics required by funding sources for either or both programs.

Additionally, the selected Respondent (or Respondents) and all partner organizations will be responsible for complying with standards for Homeless Management Information System (HMIS) and Coordinated Entry Systems.

All Navigation Center activities will be documented in monthly and year-end reports in a format determined by the Cities of Placentia, Buena Park and the NSPA Cities.

PERFORMANCE METRICS:

Metric	Criteria
Maintain Occupancy	**95%**
Number of intakes and exits per month	
36-hour turnover from vacancy to new intake	
Increase Income	**25%**
Securing public benefits: GR/SSI/Disability	
Employment, part-time, full-time, seasonal	
Service Engagement and Utilization Rates	**80%**
Clients will receive 3 or more services as part of their individual service plan	
Service Engagement and Utilization Rates	**80%**
Clients will receive 3 or more services as part of their individual service plan	
Successful Exits	**25%**
Exit to Permanent Housing (types)	
Exit Relocation to family reunification/support networks Exit to Behavioral Health or Domestic Violence Treatment Programs	
Length of Stay	**Less than 120 days**
Type of exits (successful or unsuccessful)	
Evaluations for extensions based on progress towards treatment goals	**15 days**
Permanent Housing Placement retention	**90%**
Three months	
Six months	

Metric	Criteria
Other Data Collection Requirements:	
Demographics of the Client population served	
Residency	**North SPA Cities**
Origins of referrals	**North SPA Cities**
Subpopulations: Veterans, Seniors 62+, Youth	
HMIS participation	
Client data entered	**Within 3 days**
< 5% null values - data quality to meet CoC requirements	**<5% Null Values**

PROPOSAL EVALUATION & SCORING

Proposals will be evaluated based on the following criteria:

- Completeness and accuracy of the completed proposal forms, and requested narratives.
- Respondent has demonstrated experience serving persons experiencing homelessness and managing an emergency shelter/navigation center program.
- Demonstrated experience in providing services and operating a shelter/navigation center program similar in nature to the proposed NSPA Cities Navigation Centers.
- Ability of proposal to achieve desired project outcomes.

A total of 110 points are possible. A minimum threshold of 75 points is required for consideration of project award. Proposals will be scored based on the following:

MAXIMUM POINTS	EVALUATION CATEGORY
25	Operator Experience and Capacity
25	Program Design and Performance Outcomes

MAXIMUM POINTS	EVALUATION CATEGORY
25	Service Delivery Method and Staffing
20	Operator Program Budget / Leveraging
5	Alignment with NSPA Guiding Principles/Community Connectivity
100	**Total Points**
10	**Bonus: proposal scored over 75 pts and proposed to operate both Navigation Centers within Economies of Scale.**

MINIMUM SUBMISSION REQUIREMENTS

All project proposals must contain the following minimum submission requirements:

I. Operator Experience and Capacity

A. **Nonprofit Organization:** Respondents and partners must have achieved IRS Section 501(c)(3) tax exempt nonprofit status and California Revenue and Taxation Code tax exempt nonprofit status before the start of the contract with the City of Placentia and Buena Park. Respondents must have been in existence for at least three (3) years.

1) Nonprofit organizations are required to submit a Single Audit or Three (3) years of Audited Financial Statements from a third-party audit firm.

2) References: Minimum of three (3) references – Please include one program audit from a funder, one reference from a partnering Agency and one from a stakeholder associated with current contracts demonstrating successful ability to complete the responsibilities commensurate similar service provisions outlined within this RFP.

3) Demonstrated capacity to operate Placentia (100 beds) and/or Buena Park (149 beds) Navigation Centers, which operate in a non-faith based approach, for 24/7, 365 days per year. The operational start dates are tentatively July 1, 2024 for Placentia and August 1, 2024 for Buena Park, with negotiated flexibility with the NSPA Cities upon award.

B. **System Coordination:** Respondent and partners must coordinate and participate in the following manner or with the following agencies:

1) 2-1-1 Database: Detailed experience with utilization and/or coordination with the Orange County 211 system.

2) Coordinated Entry System (CES): Respondents of this RFP and related service providers will be required to utilize and participate in CES as determined by the host City.

3) Memoranda of Understanding (MOU): If partnering with third-party organizations for any portion of the proposed project, an executed MOU must be submitted, outlining the details of each partnership as part of the Proposal.

4) Utilization of Homeless Management Information System (HMIS): Service providers will enter and maintain client data in the approved HMIS, as well as obtain and report required programmatic information and data on a monthly and annual basis.

5) Work cooperatively with the North SPA Public Safety Task Force, which uses the Outreach GRID software to make referrals into both navigation centers.

6) Work with the North SPA Cities to be responsive with referrals, Good Neighbor Plan implementation and consistent reporting of program outcomes and performance metrics.

C. **Housing First:** Respondents and partners must demonstrate a commitment to ensuring the services created through award of this solicitation, follow the principles of Housing First as outlined by HUD and the U.S. Interagency Council on Homelessness.

1) Target Population: Respondents and partners must demonstrate a commitment to assist individuals and couples (households) who meet the U.S. Department of Housing and Urban Development's (HUD) definition of homeless and chronically homeless.

D. **Fiscal Capacity, Compliance and Performance:**

Compliance and Performance History: Respondents and partners must demonstrate compliance with prior funding awards and consistent conformance with all applicable rules and regulations. The Respondent's prior projects over the previous five (5) years must not have resulted in contract termination or adverse audit findings.

Fiscal Performance**:** Respondents must demonstrate a clear professional record, with no evidence of suspensions/debarments, suits/liens/judgments, and criminal or fraudulent activity.

Fiscal Capacity: Provision of services will be funded on a 45-day reimbursable basis by the respective City to the Organization:

1) The operator must establish and maintain 90 days of operating cash reserve at time of contract execution;

2) Ability to pay for invoices up front and be reimbursed, as most of the grant funds are reimbursement only.

E. **Management and Operations Plan (MOPS):** Respondent must review both Management and Operations Plans (MOPS), Exhibit C for Placentia and Exhibit F for Buena Park. These documents reflect the operational plans and expectations for each program. The MOPS may be amended, over time, after award.

F. **Low Barrier Access:** The Navigation 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 Management and Operating Plan, as such may be approved by the participating cities in the North Orange County SPA and reasonably necessary to accomplish the purposes of this Agreement.

G. **Facility Maintenance:** The selected contractor will be required to keep and maintain, at its own cost and expense, the Navigation Centers and any and all improvements existing as of the services start date in good order, condition and repair, and in a neat, clean, orderly, safe and sanitary condition that complies with all applicable laws. Such maintenance and repair obligations include, but are not limited to, the landscaping, hardscaping, plumbing systems up to the service lateral connection at the street, fluorescent ceiling- mounted electric light fixtures, bulbs for fluorescent lights and related switches, windows, doors and locks, interior/non-structural/above-slab elements of the Navigation Centers and all furnishings and equipment, if applicable, janitorial services, flooring care, as well as the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance.

H. **Security:** Each host City will ensure that adequate security measures and policies are incorporated into the 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 are included in the Management and Operating Plan of each host City.

I. **Reports:** The selected contractor shall submit reports on a monthly basis to the applicable host City and, if requested by either City, directly to the County of Orange. Data and due dates for the monthly reports will be items mutually agreed upon with the host City and data collected through HMIS. At least once per year, the selected contractor will cooperate with the host City in conducting a third-party review and audit of the day-to-day operational affairs of the Navigation Center, and the selected contractor shall also prepare an annual report to be presented to the North SPA cities.

J. **Visitors/Tours:** Visits by members of the community and tours of Navigation Centers should be made available and will be coordinated by and through the applicable host City of Placentia or Buena Park and the selected service provider.

PROPOSAL REQUIREMENTS

The City of Placentia invites proposals for the operating of two north service planning area (NSPA) Navigation Centers in Placentia and Buena Park. The City of Placentia and City of Buena Park are seeking proposals from eligible respondents to enter a public-private partnership to operate two, year-round North SPA cities Navigation Centers that will serve approximately 249 individuals: 100 beds in Placentia and 149 beds in Buena Park. The term of any agreement will be for three years, with the possibility of up to two additional one-year extensions based on performance by the operator(s).

Both Navigation Centers provide sheltering and comprehensive supportive services to program participants with the primary goal of self-sufficiency and housing stability upon graduation. Some of the onsite services include but are not limited to transportation in and out, individualized case management and treatment planning, behavioral and substance abuse services, social services, meal services, housing navigation and placement assistance, and 24/7 staffing supervision and security.

The Placentia site is located at **731 South Melrose Street, Placentia, CA,** and the Buena Park site is located at **6494 Caballero Boulevard, Buena Park, CA.** These sites meet the SB2 zone criteria for Navigation Centers. Funding is provided by a formal Memorandum of Understanding with the 12 North Service Planning Area (NSPA) cities of Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Placentia, Orange, Stanton, Villa Park and Yorba Linda, through various funding sources.

The Proposal and Contract specifications for this proposal are available to download at no cost from the City's electronic bid management system, PlanetBids at: Placentia Planetbids

Proposers must be registered on the City of Placentia's PlanetBids portal in order to receive addendum notifications and to submit a proposal. Go to PlanetBids for proposal results and awards. It is the responsibility of the proposers to submit the proposal with sufficient time to be received by Planetbids prior to the proposal opening date and time. Allow time for technical difficulties, uploading, and expected delays. Late or incomplete proposals will not be accepted.

NO HARD COPY PROPOSAL DOCUMENTS WILL BE AVAILABLE FOR PURCHASE.

Electronic proposals will be received via the City of Placentia Vendor Portal through PlanetBids prior to **March 12, 2024, by 3:00 PM** at which time or shortly thereafter, they will be publicly opened via Planetbids.

FAILURE TO SUBMIT THE REQUIRED DOCUMENTS, WITH THE BID PROPOSAL SHALL BE JUST CAUSE FOR REJECTION OF THE BID.

The City reserves the right to reject any and all bids.

Any questions regarding this proposal request must be submitted in writing through the City of Placentia's electronic proposal management system at: Placentia Planetbids by no later than the date and time specified.

- The reserves the right to reject any and all proposals and waive information and minor irregularities in any proposal received.
- Acceptance of Terms and Conditions- Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of all terms and conditions hereinafter set forth in this RFP.

I. COVER PAGE

ORGANIZATION INFORMATION

Name of Organization: _____

Executive Director/CEO:_____

Address:_____

Phone:_____ Fax:_____

Organization Website**:**_____

Organization Email: _____

Name and title of person submitting Proposal_____

Phone_____ Email address_____

ORGANIZATION DESCRIPTION

Are you a 501(c)(3) organization?_____ Federal Tax ID No.:_____

How long has the organization been in operation?_____

PROPOSAL SUBMITTED FOR: (CHECK ONE)

_____ Both Navigation Centers

One Navigation Center:

_____Placentia _____Buena Park

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 Organization acknowledges that he/she has thoroughly reviewed all pages for this RFP. The Organization further acknowledges that he/she is aware of all the requirements of these documents and agrees to same. The Organization 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 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 _____day of _____, 2024.

_____

Organization Name **City/State** **Zip Code**

Board Officer of Organization

By: _____

Printed Name of Authorized Representative

Name: _____

Signature of Authorized Representative

Title: _____

Date: _____

Staff Officer of Organization

By: _____

Printed Name of Authorized Representative

Name: _____

Signature of Authorized Representative

Title: _____

Date: _____

PROPOSAL NARRATIVE SECTIONS:

All project proposals must respond to the following sections within the page limits for each to be considered responsive:

II. Operator Experience and Capacity - (25 points) (Max 4 pages)

A. **Team. (5 points)** Describe the Organization's leadership structure and key staff members and their duties as central to the implementation of the Proposed Navigation Center Programs. Identification of Project Lead or Program Director assigned to oversee implementation of operations of the Navigation Center(s). Describe this team member's experience with Navigation Center operations. If more than one nonprofit is partnering in the service delivery, describe the role of each entity.

B. **Experience. (10 points)** Describe the Organization's experience providing social service programs to individuals experiencing homelessness and operating a year-round shelter/navigation center, with an emphasis on experience gained in the last three years on projects like the two North SPA Cities Navigation Center(s).

1) Describe the Organization's experience and success operating a residential program with diverse and complex needs of homeless individuals and couples. What has been most successful and why? How does your organization ensure clients service needs are met within program timeframes?

2) Provide examples of your Organization's experience and strategies in achieving favorable performance outcomes for similar projects, balancing appropriate length of stay and exits to permanent housing.

C. **Capacity. (10 points)** Describe the necessary components that will be required for the Organizations administrative capacity and managerial oversight to successfully operate the North SPA Cities Navigation Center(s). Describe the action steps and strategies that the organization will deploy for scaling up in a seamless transition, from another operator, within 45 to 90 days. Provide examples of how the Organization will leverage other funding and in-kind services to achieve high performing operations.

D. **Documentation to be included in the Exhibits for each entity (Required to meet proposal threshold):**

1) An organizational chart showing lines of responsibility for each staff position.

2) Resumes of leadership and job descriptions for key programmatic and administrative staff identified to work on these programs specifically

3) Documentation that each entity is certified by the U.S. Internal Revenue Service as a 501(c)(3) tax-exempt non-profit corporation.

4) Attach three (3) references: One funder audit report, one from a partnering agency and one from a community stakeholder. These references from public agency partners with full names, titles, contact phone and email information, and identification of the projects in which similar shelter operational services were provided.

III. Program Design and Outcomes – (25 points) (Max 4 pages)

A. **Program Description.** Provide a detailed narrative describing the proposed navigation centers and explaining how the program will ensure that persons with complex needs can be served effectively. Please make sure to address the following information:

1) **Continuum of Care System. (3 points)** Explain how the navigation centers will be integrated into the larger Continuum of Care system.

2) **HMIS/CES.(2 points)** Describe the Organization's experience working in HMIS and your plan to comply with HMIS requirements. The CoC Coordinated Entry System (CES) is within the HMIS System. How does the Organization overcome system delays in securing a CES housing placement?

3) **Income/Employment and Permanent Housing. (3 points)** Describe how clients will be connected to increased income and permanent affordable housing.

4) **Admission Criteria and Procedures. (3 points)** Describe admission criteria and procedures including client rules and guidelines, identification requirements, screening requirements, bed reservation system, new clients, day leave and returning clients and hours of operation.

   - NSPA Cities refer clients into the program from PD Homeless Liaison Officers, City representatives and certain outreach staff using the Outreach GRID technology, there are residency requirements and 290 Registrants and those with active felony warrants are not eligible.

5) **Re-admission Procedures. (2 points)** Describe exit and re-admission policies and procedures.

6) **Types of Services. (3 points)** Describe the type of on-site and off-site services to be provided including, but not limited to: outreach and engagement, intake and assessment, case management, residential services, housing navigation and retention, behavioral health counseling and treatment, crisis intervention services, etc.

7) **Case Management. (3 points)** Describe the level and frequency of case management and explain the time intervals used for achieving document readiness for CES, securing income, accessing treatment referrals and achieving housing placements.

8) **Program Outcomes. (3 points)** Describe how the Organization will structure its program to meet and exceed program outcomes listed in the RFP. Length of Stay/Occupancy metrics are a key priority to ensure system flow.

9) **Milieu Management. (3 points)** Describe the Organization's practices for maintaining structure, order, cleanliness while promoting a healthy environment, incorporating recreation, education and activities for program participants.

IV. Service Delivery Method and Staffing – (25 points) (Max 4 pages)

A. **(5 points)** Provide information detailing the proposed number of full-time equivalent staff (FTE) coverage for each shift. Describe what role each position plays in the management of shelter logistics, and supervision, the Navigation Center supportive services and treatment planning efforts, coordination of programs provided on and off site, and transportation, community engagement components.

B. **(10 points)** Describe the Staffing Management Plan including hiring, onboarding, background checks, attrition rates/response, training protocols for new staff, including but not limited to de-escalation techniques, conflict resolution and mediation, safety, confidentiality, emergency procedures, and trauma informed care.

C. **(10 points)** Describe how the Organization will address the following components of the program, as it pertains to the County of Orange Standards of Care for Emergency Shelter Providers and the Management and Operations Plan (MOPS) for the Navigation Center(s) in Appendix A, B and C, respectively. Please describe any deviations from the level of service described in these documents and clearly describe them in this section.

1) Describe the **Safety Policy** for the facility including facility maintenance, fire and earthquake safety, fire prevention procedures, lighting, loitering, entrance and exit procedures, alarms and cameras.

2) Describe the **Health Policies** related to disease prevention (lice, bedbugs, mold etc), quarantine procedures, addressing medications, contraband, drug and/or alcohol use or possession, health and behavioral health issues.

3) Describe the **Security Plan** for the facility. Use of equipment and security personnel to monitor the security of the facility and program occupants/staff.

4) Please describe your Organization's strategy for managing the **Good Neighbor Plan** and participation in the Community Advisory board/commission.

5) Describe **Food Policies** related to the provision of nutritional needs of clients, restricted medical diets, health department standards and the sanitary storage and preparation of food within the context of warming kitchen facilities.

6) Describe the policies of how the program will accommodate **pet and service animals.**

7) Describe **Transportation Policies** pertaining to pedestrian traffic and parking, bus and shuttle, personal vehicle transportation and parking, etc.

8) Describe **Non-Discrimination Policies** including but not limited to gender-specific programming, compliance with Americans Disability Act, Sexual Harassment, equity and inclusion policies and practices.

9) Explain **Grievance Policies and Procedures** related to receiving and posting the policy, process to make a complaint, resolving a grievance, meeting with staff and whistleblower policy.

10) Describe your agencies policies regarding **Confidentiality for clients information in hard copy files and with use of databases**.

V. Guiding Principles/Community Connectivity: (5 points) (Max 1.5 pages)

A. Please provide a narrative description of how the Organization's operations will align with the Five (5) Guiding Principles for the North SPA Cities Navigation Centers.

B. Please summarize the Organization's connection to local homeless related service provisions, include any partnerships within the North SPA region and note engagements in local community events and associations.

VI. Operator Program Budget – (20 points)

Please see Attachment #1 in Planetbids, please complete the corresponding tab for both Navigation Centers or for Placentia or Buena Park only. The Budget must reflect one annual cycle for a three year contract award.

A. Clearly identify and detail all program costs/uses for program components identified in the RFP including but not limited to personnel, case managers, housing navigators, on-site security, food and transportation.

B. Provide line item cost of services including other leveraged funding, sources and in-kind values.

VII. Required Exhibits and Attachments (NOT INCLUDED IN PAGE LIMITS)

Respondent shall submit the following attachments:

A. 501(c)(3) letter and evidence in good standing, also for each partner agency proposed.

B. Three years of Audited Financial Statements or Single Audit, as applicable

C. Attach the organization's existing strategic plan or annual report, if available

D. Organizational Chart, including key staffing for the proposed project

E. Resumes and Job Descriptions Key Personnel

F. Memorandums of Understanding (MOU) with partner agencies, including the specific type of services committed, the frequency of service delivery, duration of partnership.

G. Three References: 1) audit from a funder 2) a partner agency 3) community stakeholder

H. Sample forms used during Client intake, Individualized Service Plan, Shelter Rules.

GENERAL INFORMATION

1) **Request for Information or Clarification:**

   All questions or requested clarifications shall be made only in writing to Management Analyst Madelinne Villapando via email at mvillapando@placentia.org no later than **February 15, 2024 by 4:00 P.M.** No verbal requests or responses will be accepted. Interpretations or clarifications will be addressed via addenda to this RFP.

   a) The Cities shall have no obligation to pay costs incurred in preparation of a response to this RFP.

   All data, documents, and other products used, developed or produced during response preparation to the RFP shall become the property of the City.

   The Cities reserve the right to reject any and all proposals or to take any action deemed in its best interests.

2) **Coordination:** Coordination by the awarded Provider with the City, as well as other Contractor(s) and agencies will be required to achieve satisfactory and timely delivery of the required work. Coordination may include, but not be limited to, coordination with Media, impacted businesses, neighborhood and civic groups, local and/or state agency boards and staff, or attendance at Community or City Council meetings.

   The City will decide the manner in which the coordination efforts will be conducted. At the City's option, coordination efforts may be performed by the City's authorized representative. When coordination efforts require agreements, such agreements shall be coordinated with the City.

3) **Business License:** The selected Respondent shall be required to obtain a City of Placentia and/or Buena Park business license within 30 days of selection and must provide a copy to the City project manager or designee prior to commencing any work in in the respective City.

   Authorized Signer: The signer of the proposal must declare in writing that the only person, persons, company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and, that the signer of the proposal has full authority to bind the Consultant.

4) **Addendum:** Any changes in RFP from the date of release to the date of submittal of inquiries/questions will be summarized in an addendum or amendment to the RFP.

Notification of such addendum or amendment shall be posted on the City's bid management system at Planetbids at: Placentia Planetbids

as set forth in the Notice Inviting Proposals. Posted responses to submitted questions will be made available on February 21, 2024 by 4 P.M.

Addenda shall become part of the agreement documents.

5) **Public Record:** Proposals will become public record after submission. Interested offers may submit a written request to receive the results of the evaluation. City will make best efforts to maintain Respondent information identified as proprietary information confidential, to the extent allowed under the California Public Records Act. Submit your request to, City of Placentia Community Services Department, Attn: Madelinne Villapando, Management Analyst, 401 East Chapman Avenue, Placentia, CA 92870.

AGREEMENT INFORMATION

1) **Hold Harmless:** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless all North SPA Cities which include the Cities of Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Placentia, Orange, Stanton, Villa Park and Yorba Linda, their officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Contract (including, without limitation, defects in workmanship and/or materials) or Contractor's presence or activities conducted performing the work (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, Contractor, subcontractor, anyone employed directly or indirectly by any of them or for whose acts they may be liable for any or all of them). Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of the Agreement. This indemnity shall apply to all claims and liability regardless of whether any

insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Contractor.

2) The Cities of Placentia and Buena Park reserve: the right to amend, withdraw, and cancel this RFP; the right to reject all responses to this RFP at any time prior to agreement execution; the right to request additional information about any and all Proposals that in Placentia's or Buena Park's opinion is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services. All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references can be rejected by the Cities and/or review panel as non-responsive.

3) **Contract Term:** The initial term of the Agreement shall be for three (3) years from the date that the Agreement is fully executed. The applicable host City, in its sole discretion, shall havean option to extend the term of its applicable agreement for two (2) additional one-year extension terms, based upon the acceptable performance by the Contractor, acceptable fees, and subject to the same terms and conditions of the Agreement. The contractor may request to increase its fee prior to the start of the second year of the agreement term, and each year thereafter. Any fee increase shall be limited by the increase in the Consumer Price Index over the prior 12 months, i.e., for the Los Angeles-Long Beach-Anaheim Region for All Urban Consumers, not to exceed 3% per year.

4) **Contract Documents:** In submitting a Proposal, the Organization agrees to enter into an Agreement with the City (or Cities) *without exceptions to either City's Professional Services Agreement.* The host Cities standard agreements are non-negotiable, and a copy of the standard agreements are attached hereto as Exhibit "B" (Placentia) and Exhibit "E (Buena Park). Any change to the standard agreements will deem the Proposal non-responsive. In the event that a conflict exists between documents the following order of precedence shall apply:

    - Agreement
    - City of Placentia and City of Buena Park Request for Proposals
    - Organization's Response to the Request for Proposals

5) **Execution of Agreement:** After contract award, the following shall be signed and returned to each City within fourteen (14) business days from the date the City mails, or by other means delivers said documents to the Organization:

    - One (1) original of the Agreement in the form included herein, properly executed by the Organization

- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current City of Placentia and City of Buena Park 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 of Placentia is closed, the Contract Documents shall be delivered by the following working day. No Agreement shall be binding until all documents are fully executed by the Organization and the applicable host City.

6) **Failure to Execute the Agreement:** Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If the successful Organization refuses or fails to execute the Agreement, the applicable host City (or Cities) may award the Agreement to the next qualified Organization.

7) **Termination:** The City reserves the right to terminate the contract, without penalty, for cause immediately or without cause.

   In the event Contractor fails or refuses to timely perform any of the provisions of the Agreement in the manner required, or if Contractor violates any provision of the Agreement, Contractor shall be deemed in default. City shall provide written notice of such default to Contractor Agency. Contractor shall cure said default within a period of two (2) working days. If such cure is not completed in a timely manner, City may assess liquidated damages or terminate the Agreement forthwith by giving written notice to Contractor Agency. City may, in addition to the other remedies provided in the Agreement or authorized by law, terminate this Agreement by giving written notice of termination. Contractor shall be responsible for all costs incurred by City, including replacement costs of equipment and labor required to provide service during Contractor default.

   This agreement may be terminated without cause by City upon thirty (30) days written notice delivered to the Contractor either personally or by mail. Upon termination, City shall pay to Contractor that portion of compensation specified in the Agreement that is earned and unpaid prior to the effective date of termination.

8) **Contractor Option for Termination:** The Contractor may request termination of the contract when conditions during the contract make it impossible to perform or when prevented from proceeding with the contract by act of God, by law or official action of a public Homeless Division or in the event on nonpayment by the City. Such request will require one-hundred and eighty (180) days written notice prior to contract termination date requested. In the event of nonpayment of undisputed sums by the City, Contractor shall give the City thirty (30) working days to cure the alleged breach.

9) **Compliance with Applicable Laws and Regulations:** Contractor shall perform all requirements under the contract in strict observance of and in compliance with all applicable environmental, traffic, safety and any other laws, regulations, ordinances, codes and any other legislative or statutory requirements.

   a. Contractor warrants that the performance of services under the contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of the contract.

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

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, including any extension thereof, of this Agreement.

Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury and personal and advertising injury with a policy limit of not less than Five Million Dollars ($5,000,000.00) per occurrence and Ten Million Dollars ($10,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

2. Business Automobile Liability Insurance

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage Form CA 00 01, with a policy limit of not less than Five Million Dollars ($5,000,000.00) combined single limit per accident. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

3. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of Three Million Dollars ($3,000,000.00) 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 Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers for losses arising from work performed by Contractor for the Cities and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By signing this Agreement, the Contractor acknowledges and agrees to the following:

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

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 Project Manager before execution of this Agreement by the City. The Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this Section.

4. **Professional Errors and Omissions ("E&O") Liability Insurance**

   Professional errors and omissions ("E&O") liability insurance on an occurrence based policy with policy limits of not less than Two Million Dollars ($2,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) policy aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. The retroactive date must be shown, and this date must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting coverage" for a minimum of three (3) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Project Manager for review. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

5. **Sexual Abuse and Molestation Liability Insurance**

   Sexual abuse and molestation liability coverage with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) general aggregate. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

6. **Standards for Insurance Companies**

   All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The commercial general liability insurance policy, business automobile liability policy, and sexual abuse and molestation liability policy shall be endorsed to contain the following: The Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; its 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; and automobiles owned, leased, hired, or borrowed by the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO

completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. 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 cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Contractor's sole cost and expense.

3. The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers. Any other insurance maintained by the Cities shall be excess and not contributing with the insurance provided by this policy.

4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers.

5. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**

6. 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.

7. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure the Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers are additional insureds on insurance required from subcontractors.

8. Contractor agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers for losses arising from work performed by Contractor for the Cities and to require each of its subcontractors, if any, to do likewise under their insurance policies.

9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

EXHIBIT A – COUNTY OF ORANGE STANDARDS OF CARE FOR EMERGENCY SHELTER PROVIDERS

County of Orange

Standards of Care

for Emergency Shelter Providers

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1.1. Standards of Care for Emergency Shelter Providers

The County of Orange (County) has adopted the following Standards of Care for Emergency Shelter Providers (Shelter Providers) for Homeless Services.

The Standards of Care establish minimum standard requirements designed to promote an environment that is conducive under the following governing principles:

- Shelter Providers are trained, competent and equipped to support the complex needs presented by those experiencing homelessness within Orange County (OC).
- Participants are empowered to freely enter into a voluntary service partnership whereby their right to be treated with dignity and respect is mutually shared with support services staff.
- Facilities are maintained as accessible, clean, safe, secure and vector-free.
- Shelter Providers and participants have established processes to identify and resolve any concerns or conflicts that may arise during the administration and operation of the program.
- Shelter Providers actively work to engage participants in a person-centered approach and support the development of individualized participant housing plans.

The County will provide oversight of Shelter Providers that directly contract with the County with the goal of promoting quality assurance practices for their operations and remediation protocols in order to allow participants a meaningful opportunity to exercise their rights to due process for redress of their concerns. To that effect, these Shelter Providers must develop policies and procedures to ensure the Standards of Care is implemented consistently, and must submit the policies and procedures to County for review and approval. County's review and approval will be in deference to and in conjunction with the requirements of all applicable funding sources and all state and federal guidelines including Housing and Urban Development (HUD) and the Centers for Disease Control and Prevention (CDC).

All city-only and private emergency shelter providers serving homeless individuals that receive funding distributed through the County, directly or indirectly, will be provided with the Standards of Care and must adopt and implement the minimum standards set forth in this document.

1.2. Emergency Shelter Providers' Operations

1.2.1. Admissions and Eligibility

Shelter Providers must develop policies and procedures for participant referral and admission. Admission policies and procedures must be clear, written and verbally explained to participants and referring entities at time of referral to ensure appropriate linkage prior to arrival at shelter.

Admission policies and procedures must at a minimum, provide information on admission parameters including referral process, eligibility, shelter program services, participant guidelines, the reasonable accommodation process, and reasons for admission denial.

Shelter Providers must ensure information is given to participants both verbally and in writing and in a manner which is preferred by participant, considering disability and limited English proficiency. For individuals with communication disabilities, including people who are deaf and/or blind and people who have speech disabilities, Shelter Providers must provide auxiliary aids and services (such as sign language interpreters, information in braille or large print, video relay communications) when needed to communicate effectively with people who have communication disabilities. For participants with limited English proficiency, shelter providers must provide interpretation services. Interpretation may be provided by a family or friend if chosen by the participant. Shelter Providers must provide outside interpretation if the participant states that they are not comfortable having their family or friend interpret.

Shelter Providers at admission must assess, with input from the participant, the appropriateness of the shelter environment for referred participants to ensure that basic individualized needs of the participant can be met by the facility, shelter staff and programming.

Shelter Providers at admission must assess, with input from the participant, for diversion and prevention opportunities by evaluating participant's strengths and social support networks such as temporary and/or permanent housing options with family and friends. If it is determined that an individual may qualify for a medical or mental health placement with a higher level of care, the Shelter Provider shall request that evaluation from Orange County Health Care Agency (HCA) within 1 business day of the determination. HCA will facilitate that assessment at the shelter site within 5 business days, and will provide same day evaluation in exigent circumstances.

Shelter Providers must document within Homeless Management Information System (HMIS) any new bed placements or exits within 24 hours.

Denial of Admission

Denial to shelter is at the discretion of Shelter Providers, however, any denial must clearly explain to participant and referring entity denial of admission to the shelter. If a denial is issued, shelter must issue a written notice with a Notice of Denial (NOD), reason for denial, and procedures for third-party appeal.

Reasons for denial may include any of the following:

- Referred participant does not meet basic admission eligibility criteria – status related to homelessness, domestic violence, veteran, etc. Shelters that have designated beds based on funding sources may have additional eligibility criteria.

- Observed behavior that puts health and safety of staff and participants at risk. Such behavior may include, but is not limited to, violence, brandishing weapons, use of drugs or alcohol on premises, property damage.
- Any additional site specific contractual criteria.

1.2.2. Intake and Orientation

Shelter Providers during intake must provide newly admitted participants with information both verbally and in writing, detailing participant guidelines, shelter programming and resources, and facility-based information. Shelters must also assess, with participant, for any reasonable accommodations needed during the intake process. Shelter Providers should be sensitive to participant's background and that it may create transference during the intake process. Intake staff must be trained to spot signs that a participant may be experiencing discomfort and if needed, respond by asking another staff to conduct the intake. Shelter Providers' interaction with participants must at all times take into account that many participants have experienced past trauma. It is important that Shelter Providers' intakes are designed and conducted in a trauma-informed-care-way.

Shelter Providers must provide an intake and orientation for referred participants within 3 business days of arrival absent exigent circumstances requiring additional time.

Shelter Providers during intake must obtain a referred participant's signature of acknowledgement that the shelter has provided to referred participant intake and orientation. Participant's signature is not a requirement for provision of shelter service, and intake paperwork must have a section documenting participant's refusal or inability to sign.

1.2.3. Participant's Rights and Responsibilities

Participant's rights and responsibilities must be provided to participants upon intake and orientation evidenced by participant's signature of acknowledgement or document of participant's refusal or inability to sign. Participant's rights and responsibilities must also be posted in common areas of the shelter.

At a minimum, participant's rights must include:

- Participants have the right to be treated with dignity and respect;
- Participants have the right to be treated with cultural responsiveness;
- Participants have the right to privacy within the constrictions of the shelter environment;
- Participants have the right to self-determination in identifying and setting goals;
- Participants should be clearly informed, in understandable language, about the purpose of the services being delivered, including participants who are not literate and/or who have limited English proficiency;
- Participants have a right to reasonable accommodation and modifications based on a disability or limited English proficiency;
- Services should be provided to participants only in the context of a professional relationship based on valid, informed consent;
- Participants have the right to confidentiality and information about when confidential information will be disclosed, to whom and for what purpose, as well as the right to deny disclosure, unless disclosure is required by law; and

- Participants have the right to reasonable access to records concerning their involvement in the program.

Participant's responsibilities will include:

- Participants are expected to support an environment that promotes safety, toward staff and other participants;
- Participants are expected to follow participant guidelines reviewed at intake;
- Participants are expected to participate and be active in their care, to the degree possible, in developing and achieving mutually agreed upon service plan goals;
- Participants must provide, to the extent possible, accurate information needed by professional staff providing services to ensure thorough assessment, service planning, appropriate linkages and referrals; and
- Participants are expected to maintain confidentiality and privacy of others, just as theirs must be maintained.

1.2.4. Equal Access and Gender Identity

Shelter Providers must have policies and procedures that provide equal access to transgender, intersex, gender fluid, and non-binary participants in accordance with their gender identity.

Shelter Providers must not request or require any form of proof of gender to validate eligibility, and are not to require that a person's gender match the sex listed on legal documentation.

The policies and procedures must incorporate all of the following practices:

- Participants must be assigned a bed at the shelter that serves the gender with which they identify or feel safest, which may include accommodating participant requests to relocate within the shelter. Accommodations to support safety for gender identity is the responsibility of the shelter staff. Accommodations must be developed mutually and determined by the participant.
- Participants must have access to bathrooms where they feel safest, regardless of biological or physical characteristics, or legally documented sex.
- Participant families are to receive services regardless of the gender identities within the family.
- Participants must be able to dictate the gender identity utilized in HMIS and data collection.
- Participants may dictate their preferred name for use in HMIS as HMIS does not require use of legal name.

1.2.5. Non-Discrimination

Shelter Providers must have a non-discrimination policy in compliance with federal and state laws. Non-discrimination policy must ensure that Shelter Providers' programs and services do not discriminate based on the grounds of race, creed, color, sex, gender, gender identity, gender expression, sexual orientation, religion, ancestry, age, disability (including physical and mental disabilities), medical condition, genetic information, marital status, familial status, political affiliation, national origin, source of income, citizenship, primary language, immigration status, arbitrary characteristics as protected by the Unruh Civil Rights Act, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes.

Shelter Providers must have public postings of the shelter's non-discrimination policy at the facility where they operate the shelter program.

1.2.6. Reasonable Accommodations

Shelter Providers must have policies and procedures on reasonable accommodations, including reasonable modifications to premises, in compliance with federal and state law. Shelter Providers must make reasonable accommodations and modifications in their programs, facilities, activities and services when necessary, to ensure equal access to participants with disabilities, unless a fundamental alteration in the nature of their program, activities or services would result from the accommodation. Shelter Providers must track all reasonable accommodations requests and outcomes including the reasons for approval or denial. All shelters must offer appeals based on a denial and will track appeal outcomes and make them available if requested.

Shelter Providers must have public postings of their shelter's reasonable accommodation and modification policy. The postings must include contact information including the contact information for the Shelter's Americans with Disabilities Act (ADA) Coordinator.

Shelter Providers must receive and attend an annual training covering general accessibility provided by the County to ensure requirements under federal and state law (including but not limited to: the ADA Title II and Title III, Section 504, FHA, FEHA, Gov. Code Section 11135, Unruh Act, and California Disabled Persons Act) are addressed. Shelter Providers must also provide an annual training for staff relating to programmatic and facility based compliance with federal and state law requirements.

Shelter Providers must complete a Self-Evaluation Plan every 2 years to ensure that their shelters and all programs, services and activities therein are accessible for participants.

1.2.7. Service Animals and Support Animals

Shelter Providers must have policies and procedures regarding access for participants with service animals and support animals, as well as pets.

Shelter Providers must admit participants and his/her/their service animal or support animal regardless of what documentation is present at the time of admission. Service Animals do not need to have any certification or documentation. Providers should support participant in acquiring any registration, licensing and vaccinations as needed.

Shelter Providers must not ask what disability a participant with a service animal may have to establish the need for the service animal. Shelter staff are only allowed to ask if the service animal supports a disability, and what function the service animal executes.

Support animals are protected under the California Fair Employment and Housing Act. Support animals provide therapeutic support to the participant to support day-to-day functioning, and participants must be allowed to have support animals as a reasonable accommodation. If necessary, shelters should support participants with obtaining information from a reliable third party who is in a position to know about the individual's disability or disability-related need for the support animal, or in obtaining necessary vaccinations.

The supervision of the service animals and support animals is the responsibility of the participant. The animal must be under the participant's control at all times and not pose a safety risk to other participants within the program. Shelter Providers may exit a participant without the assistance of his/her/their animal in the event the participant is unable to control his/her/their service animal or support animal, or the service animal or support animal becomes a safety risk or sanitary concern for the shelter, shelter's operations, participant, or other participants. However, Shelter Providers must determine whether a reasonable accommodation would resolve the event from happening in the future or resolve any ongoing event and offer alternatives to exit including the option to board the animal temporarily.

1.2.8. Communication Accessibility

Language Accessibility: Shelter Providers must have a Language Access Plan and accompanying guidance to ensure that participants with limited English proficiency can receive services in their desired language. Shelter Providers must provide training for all shelter staff on how to support limited English proficiency services.

Disability Communication Accessibility: Shelter Providers must have a Disability Communication Access Plan for participants with disabilities including people who are deaf and/or blind and people who have speech disabilities, to ensure access and effective communication when needed, by providing auxiliary aids and services (such as sign language interpreters, information in braille or large print, video relay communications) or other accommodations. Shelter Providers must provide training for all shelter staff on how to support and access various interpretation services, as well as auxiliary aids and services.

Language Access Plan must be provided to participants at intake and provide information on the following:

- How to request services for language access.
- The contact information for the Shelter ADA Coordinator.
- How to request language access for effective communication.
- How to request auxiliary aids and other disability communication access accommodations.
- Procedures for requesting a reasonable accommodation based on disability.

1.2.9. Participant Feedback

Shelter Providers must establish a participant feedback policy and develop a feedback process that provides for ongoing opportunities for participants to voice opinions and provide feedback confidentially to the person in charge of the shelter operations on program operations and programming, including participant guidelines. Methods for receiving participant feedback can include exit interviews, surveys, focus groups and program meetings.

Shelter Providers must solicit participant feedback annually and utilize the feedback to assess program operation changes to better support and meet the needs of the participants. A report must be created which summarizes feedback and any changes being implemented based on feedback.

1.2.10. Incident Reporting

Shelter Providers must develop policies and procedures for the tracking and reporting of incidents involving:

- Abuse, suspected abuse, and reportable abuse including Adult Protective Services or Child Protective Services;
- Acts of violence or sexual misconduct;
- Death of participant and/or shelter staff;
- Emergency situations that prompt evacuation; and
- Substantial damage to the facility, or the discovery of hazardous material on shelter's premises.

Shelter Providers must report incidents to County within 24 hours of the incident occurring. The notification to the County should occur even if there is partial information at the required time of submission.

Shelter Providers must utilize the County Template (Attachment 1) when reporting incident reports and submit them to:

Email: OCShelterFeedback@ochca.com

Address: 405 W. 5th Street, Suite 658, Santa Ana, CA 92701

1.2.11. Grievances

Shelter Providers must have policies and procedures for participants to submit their grievances. Shelter Providers must incorporate the County Template (Attachment 2) when creating grievance forms and related documents. The grievance policies and procedures are aimed for Shelter Providers to resolve participants' concerns as efficiently as possible.

Note: Orange County Health Care Agency, Behavioral Health Services programs and services are not subject to the grievance policies and procedures set forth in this Section 1.2.10. Behavioral Health Services programs and services have different formalized grievance and due process procedures which are prescribed by those funding sources and are considered independent of the minimum standards set forth in this Section 1.2.10.

To promote knowledge and understanding of the grievance policies and procedures, Shelter Providers must ensure the following:

- Review of grievance policy and procedures with participants during intake and orientation evidenced by participant signature of acknowledgement, or documentation of a participant's inability or refusal to sign.
- Copies of the grievance policies and procedures must be prominently posted in common areas, and must be readily available for participants upon request. Postings must include the following:
  - Where to obtain the grievance policies and procedures.
  - Information and procedures for participants on how to notify shelter staff of a grievance, including access to the associated forms and how to submit.
  - Timeframe and initial communication expectations participants can expect from shelter staff once grievance has been submitted. Absent a danger to health and safety, no action including exit shall be taken against the participant while the grievance or appeal is pending.
- Shelter Providers must provide information upon intake, and by request, how participants can contact the County Homeless Services Division.
- Annual training component for applicable shelter staff and subcontractors.

- Designate a management staff to oversee the administration of grievances, including an alternative staff to ensure participant access to grievances at any point in time.

The grievance policies and procedures shall include, but are not limited to, the following:

- Shelter Providers must ensure participant confidentiality.
- Shelter Providers must ensure an organized system of grievance documentation.
- Shelter Providers must provide opportunity for participants to present their grievance case before a neutral decision-maker (a supervisor or manager who was not directly involved in the incident or situation of the grievance).
- Accommodation of third-party advocates in the grievance process, if requested by the participant. Participant must give their permission for an advocate to be present evidenced by a signed release of information.
- Shelter Providers must work to create face-to-face meetings to support the resolution of a participant's grievance.
- Shelter Providers must ensure participants receive a written determination for the submitted grievance after the grievance process has concluded.
- Shelter Providers must have a procedure for an appeal review process for participants looking to dispute their written determination. The final determination should contain a clear statement of the outcomes that led to the decision of the appeal.
- Shelter Providers must provide any documentation related to the grievance to the participant upon request.
- Shelter Providers' policies and procedures must include information directing clients to the County Grievance Appeal Process.

The grievance policies and procedures must incorporate the following process and timeframes associated to respond promptly to participant's grievance:

- Shelter Providers' confirmation of grievance receipt not to exceed 3 business days, during which the Shelter Providers will acknowledge and review the grievance being received. A timeline to resolve the grievance should not exceed 10 business days, during which the participant will receive a written determination about the grievance that includes the factors that led to the final determination.
- The appeal process must afford participants an opportunity to present written and/or oral objections before a management/director staff member other than the staff person who made the prior grievance determination. Shelter Providers must provide a written determination for participant appeals within 10 business days.
- Absent an immediate health and safety risk to other participants or staff, the participant must be permitted to remain in the shelter during the appeal.

County Grievance Appeal Process

The County Grievance Appeal Process is designed to review participant grievances that have completed the Shelter Providers' grievance process, including having gone through the Shelter Providers' appeal process (Attachment 3). The County Grievance Appeal Process (Attachment 4) reviews the administrative and operational compliance of Shelter Providers' grievance policy and procedure in addition to compliance to the Standards of Care.

Dispute Resolution Services

Dispute Resolution Services may be requested by the participant once the Shelter Providers' grievance process and the County Grievance Appeal Process have been completed and the outcome is not a satisfactory resolution for the Participant.

Shelter Providers' policies and procedures must include information on how to obtain dispute resolution services from the court. This may include notifying the chambers of Judge David O. Carter via email at DOCchambers@cacd.uscourts.gov or contacting the Elder Law and Disability Rights Center at (714) 617-5353 or info@eldrcenter.org. Any hearings by the court must be conducted during regular business hours whenever feasible.

1.2.12. Program Exits

Shelter Providers must provide the policy for program exits upon intake evidenced by a participant's signature of acknowledgement, or documentation of participant's refusal or inability to sign.

Policies and procedures developed regarding participant guideline violations must include an escalation continuum incorporating warnings and staff/participant problem solving methods prior to instituting shelter exits.

Shelter Providers must have policies and procedures for assessing, problem solving, and instituting participant exits from shelter.

Shelter Providers must ensure all escalation processes, including those resulting in shelter exits, are documented. Shelter Providers must allow for participants to appeal their termination via the established process in Section 1.2.10 Grievances. Participant exits may include the following reasons, however, Shelter Providers are encouraged to work towards behavioral contract agreements prior to exit:

- In possession or use of drugs on-site.
- Brandishing of weapons.
- Physical fighting/assault/battery.
- Theft that has been validated by shelter staff.

Shelter Providers must provide the reasons for a participant exit in writing. If the exit is immediate based on behavioral issues that create an immediate threat to the surrounding environment, notice in writing must be provided upon request within 24 hours.

Shelter Providers should work towards notifying participants of an exit ahead of time. Absent an immediate threat to health and safety, providers must facilitate the connection to another program. The length of time of exit should correlate with the actual recent behavior which is the reason for the exit, as opposed to the number of times the participant has exhibited the same or similar behavior.

Shelter Providers must work with participants to create an exit plan when possible. Exit plans must identify progress towards goals and resources that will assist the participant going forward with any housing needs. Exit plans should be reviewed with participants when possible.

Shelter Providers must have a policy for reinstatement for participants that have been exited from the shelter. If a participant is being exited to any location other than permanent housing, communication must be provided around the amount of time and/or process for returning. Practices around the length of time

before a participant can return should be commensurate to the severity of the behavior, and must not be progressive in length of time for repeat exits due to the same behavior. Shelter Providers are encouraged to have reinstatement policies that focus on conversations regarding behavior and mutual agreements to reduce the length of time before a participant can return.

If a participant self-exits for any reason other than to avoid an exit or write-up due to behavior, they are eligible to return based on bed availability with no wait period. If there are negative circumstances associated with their self-exit, the Shelter Provider should follow their established process and wait times for re-entry. Self-exit is inclusive of when a participant leaves the program without informing the Shelter Provider of their intent to exit from the program.

1.2.13. Hours of Operation and Curfew

Shelter Providers must notify participants of shelter hours of operation and any curfews. Shelter Providers must support reasonable accommodations for participants with disabilities, and provide accommodations to support employed participants and/or extenuating circumstances.

1.2.14. Coordinated Entry System Integration

Shelter Providers must participate in the Orange County homeless services system of care, including the Orange County Coordinated Entry System (CES). The emergency shelter system serves as a key Access Point to the Coordinated Entry System to facilitate program participants' connection to available housing resources and programs.

Shelter Providers must coordinate with public benefits, employment services and Housing Navigators that will assist program participants in exploring all available employment, income and housing options, collecting required documentation and completing necessary assessments as required by the Coordinated Entry System.

1.2.15. Food Services

Shelter Providers must provide three meals per day to each program participant: breakfast, lunch and a hot dinner, or meals on another schedule as defined by the funder contract. Shelter Providers may cater meals in and/or make arrangements to ensure food service compliance. Shelter Providers must ensure meals can accommodate clients who have special dietary needs due to a documented medical condition, or due to religious beliefs.

Meal schedules must be covered during intake and orientation with participants. Meal schedules must be updated weekly and posted in common areas for participants' access.

Meals must be served in an area specifically designated for meal consumption where adequate space for seated dining is available for each participant, including those with mobility devices.

Meals must be nutritionally adequate in accordance with United States Department of Agriculture.

Meal preparation and distribution will be in compliance with OC Health Care Agency Safe Food Handling Requirements.

1.2.16. Medication Storage

Shelter Providers must develop and implement a policy regarding participant medication storage. The policy shall address medication storage, documentation, refrigeration, and shall include a secure and locked location for medication storage such as a medication cabinet, locker or drawer.

The Shelter Provider may not administer or dispense medication (provide dosage or ensure medication schedule adherence) for participants and may not require participants to turn over their medication.

1.2.17. Storage and Personal Belongings

Shelter Providers must have a participant storage policy to be provided to participants upon intake. At a minimum, shelter operators must allow for at least 90 days after a participant's exit to gather her/his/their personal belongings or facilitate relocating those belonging to participant sooner.

Shelter Providers must maintain a log of personal belongings that are discarded. The log will at minimum include the name of the participant, the date when belongings were discarded and the staff member who updated the log.

Shelter Providers will allow for individuals to regularly access their storage and personal belongings, and not restrict volume of belongings that would exclude essential items and disability related items.

1.2.18. Safety and Emergency Preparedness

Shelter Providers must develop written policies and procedures for emergency situations with relation to staff and participant safety and security.

Policies and Procedures must include the following:

- Emergency preparedness drills;
- Emergency evacuations;
- Assisting participants with evacuations, including persons with disabilities and/or limited mobility;
- Stockpiling of appropriate quantities of water and food rations;
- Accounting for all individuals accessing the facility (including participants, shelter operator staff, supportive service partners and volunteers) for all entry and exits that include sign-in/out information;
- At least 1 staff member per shift that has been trained in emergency response and has an up-to-date certification for CPR (cardiopulmonary resuscitation) and emergency first aid procedures;
- Staff and participant first aid kits on-site for non-emergency first aid;[1]
- Crisis Intervention for emergency situations requiring staff to access emergency services such as 911 calls, police reports, or for performing other non-violent interventions; and
- Critical incident documentation and reporting.

Shelter Providers procuring security must provide training to the security staff on agency safety protocols, and policies and procedures for escalations requiring security intervention.

[1] For list of minimally acceptable number and type of first-aid supplies, please follow this link: https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.266AppA.

1.2.19. Communicable Diseases

Shelter Providers must develop written policies and procedures that address universal precautions, tuberculosis control, disease prevention, epidemic response, and biohazard practices, which are in compliance with Health Care Agency guidelines.

Shelter Providers must comply with universal precautions, proper sharps disposal, provide personal protective equipment (PPE) and provide training to staff. Shelter providers must ensure that shelter services, bed location, and common space comply with minimum standards for health and safety as provided by the CDC, California Department of Public Health, and the OC Health Care Agency.

2. Supportive Services

2.1. Case Management Access

Shelter Providers are required to have case management available to participants on site.

Participation within case management is voluntary to program participants, however all participants must be offered case management and must be engaged on an ongoing basis to encourage participation. Shelter Providers should recognize that it may take multiple contacts before a participant is ready to engage.

Shelter Providers must ensure case management services are participant-centered to individual needs. Programs must provide space for the provision of case management that works to create as much privacy and confidentiality as possible.

2.2. Assessments

Shelter Providers must provide a standard assessment which includes an evaluation of the participant's service needs, including information about past and current service needs. Assessments must provide opportunity to identify any barriers or issues that may impact the participant's ability to successfully engage in services, including barriers arising from trauma and/or disabilities. Assessments must also be designed to identify additional supports and resources that participants should be referred/aligned with.

Shelter Providers must work with the Health Care Agency to inform participants of the availability of additional clinical assessments/screenings. Providers may also request additional screenings by the behavioral health team, or by the Comprehensive Health Assessment Team-Homeless (CHAT-H) Public Health Nurse team to screen for increased care supports and resources. Programs must allow the County to post notice in each facility informing participants of these available additional assessments.

2.3. Housing Plans

Shelter Providers must work with participants to create a housing plan within 30-days of admission to the shelter. Plans should focus on finding permanent housing for each participant and the staff and programs that will be supporting them in their goals. If a participant is unable or refuses to complete a housing plan, that must be documented.

Housing plans must identify the participant's needs, goals, actions to be taken, and progress towards goals. The housing plan must be focused on working with participants to have a positive shelter stay that is as

short as possible. The housing plan must be updated as the participant's needs and/or goals shift, and as progress is completed towards their goals.

Program staff must continue to engage participants who do not progress towards their housing goals. Engagement to participants not progressing must occur no less than once every two weeks, and must be documented.

2.4. Housing Focused Services

Shelter Providers are expected to engage participants in a wide range of service needs, including, but not limited to: employment/benefits, health, substance use, mental health, legal issues and transportation. Program staff should regularly engage participants on how these various other service areas are in support of their overall housing goal and allow these providers to meet with participants on the shelter site. Housing must be the primary focus of shelter staff.

2.5. Services, Referrals and Linkages

Case Management services should be available as needed for participants. Although services are voluntary within shelter programs, it is the responsibility of program staff to actively engage participants for case management services no less than once per month.

The purpose of the shelter system is to provide stable setting and supports that assist participants toward a permanent housing outcome. The responsibility of engagement is held with the Shelter Provider, and progress towards service/housing plan goals must be evaluated individually based on a participant's unique circumstances. Shelter Providers must operate in a participant-centered approach and work to engage participants that may be hesitant or resistant to actively participate in the services being offered.

If participants are not engaging in supportive services and are not able to express or demonstrate any progress towards service/housing goals, then shelter staff should engage with the participant in conversation around their needs and what changes could be reasonably made to assist the person with their needs. Engagement discussion should include all options that could benefit the participant including on-site services, alternative shelters or supportive services.

Programs must be able to meet a wide range of needs for participants and must maintain a network of resources that they are able to refer and link participants to. Shelter operators must either provide the following services or have linkages to:

- Identification and vital document support
- Enrollment in to mainstream benefits (TANF, SSI/SSDI, health insurance, VA health care, etc.)
- Health services (physical health, mental health and substance use)
- Employment and vocational services
- Legal assistance
- Childcare
- Life skills and coaching

When a referral is made to an outside resource or service, program staff must provide a warm hand-off/connection and a follow-up inquiry to ensure the linkage has been made. If linkage is unsuccessful, staff must support in finding other possible resource options.

2.6. Transportation

Shelter Provider must make reasonable efforts to address transportation needs for participants. Transportation needs can be met through direct transport, public transportation fare or through supporting participants with learning how to use and access public transportation.

Programs should be assisting participants who are eligible to access reduced public transportation fare.

Transportation provided by shelter operators must be ADA compliant and have the ability to support participants with mobility devices without staff physically providing the transfer.

3. Staff Training

Shelter Providers must establish a policy and procedure for onboarding new staff, including documentation of all trainings, and ensure regular updates to the annualized training completed by staff.

Shelter Providers must complete mandatory staff trainings regarding safety, compliance and quality services provisions to best address the complex needs of the homeless populations served.

All shelter and/or specialized staff must receive training upon hire or upon request by the County, city and/or funder to ensure competency within the following core areas:

A. Program Operational Standards

B. Effective Communication

C. Evidence-Based Practices

D. Facility, Health and Safety Practices

E. Anti-discrimination, Equity Practices

F. ADA Compliance

Shelter Providers must ensure all new employees and/or specialized staff complete the following mandatory trainings:

- Mandated Child/Elder Abuse Reporting
- Privacy and Confidentiality
- Due Process/Grievance Process
- ADA Compliance/Reasonable Accommodation
- Emergency Evacuation/Incident Management
- First Aid/Universal Precautions/CPR
- Domestic Violence & Safety Planning
- Cultural Humility
- Harassment
- Equal Access and Gender Identity
- Mental Health First Aid

- Trauma-Informed Care
- Harm Reduction
- Motivational Interviewing
- Problem Solving and Diversion Intervention
- Crisis Intervention and De-escalation Training
- Housing First Principles

Certificates and other documentation that verify training attendance must be maintained for each employee and documented in the contracted agency files.

Shelter Providers must be able to provide proof that appropriate staff have been trained in the legal requirements of being a mandated reporter, reporting any suspicion of abuse or neglect to relevant authorities as required by law.

4. Facility Standards

4.1. Facility Standards for Emergency Shelter

Structure and materials:

- The shelter building is structurally sound to protect the participants from the elements and not pose any threat to the health and safety of the participants.
- Shelter Providers have site control demonstrated by either a fully executed lease, or proof of ownership.
- Shelter Provider can produce the most recent public health permit and fire department permit.

Interior air quality:

- Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of participants.

Water supply:

- The shelter's water supply is free of contamination and freely available for participants.

Thermal environment:

- The shelter has any necessary heating/cooling facilities in proper operating condition.

Illumination and electricity:

- The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety.
- There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.

Sanitary facilities:

- Each participant in the shelter has access to sanitary facilities, including sinks, showers, and toilets and accompanying items that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- Programs must establish a housekeeping and maintenance plan that ensures a safe, sanitary, clean and comfortable environment.
- All sites must have an inspection for rodents and insects by a certified pest control company, at least twice annually, and as needed. If an infestation is found, the Shelter Provider must fumigate and make appropriate reasonable accommodations for the participants.
- The shelter provides trash receptacles throughout the facility and ensures trash is taken out of the facility at regular intervals.

Food preparation:

- Food preparation areas, if any, contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.

Fire safety:

- There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas.
- All public areas of the shelter have at least one working smoke detector.
- The fire alarm system is designed for hearing-impaired participants.
- There is a second means of exiting the building in the event of fire or other emergency.
- All fire extinguishers must be fully charged and labeled.
- Facilities must have an annual fire inspection conducted by the fire department.
- Fire drills must be conducted annually.
- Shelter Providers must keep a log of all inspections, approvals and fire drills.

Emergency:

- Emergency numbers and evacuation routes must be posted in all common areas in the facility in case of an emergency.
- Emergency exits are clear and operating.

4.2. ADA Facility Standards

Shelter Providers must have operating facility standards and policies to ensure that facilities, inside and out, have been assessed for inaccessible facility-based areas and reasonable accommodations and physical modifications have been identified and developed to ensure participants with a disability have equal access and full inclusion of services.

Shelter Providers must work to ensure the following accessibility standards are met. The County recognizes that not all existing shelters can reasonably accommodate all disability-related needs, however, shelter operators will be required to identify those areas where there is not adequate access and develop reasonable accommodation and modification plans and policies. Individuals denied access to a shelter

because of inaccessibility must be offered an indoor alternative within their service planning area. Alternatives may include motel/hotel, other shelters, or higher level of care facilities.

Some participants may require reasonable accommodations or reasonable modifications to the premises in addition to required accessible features.

- Facilities must be accessible to participants with disabilities.
- Facilities must not have areas, in or out of the property, with broken, raised, or uneven sidewalks or walkways, or stairs or steps with no identified accessible pathway to the entrance and/or curb cuts.
- Entry into the facility must be accessible to participants with limited mobility, including participants who use wheelchairs, scooters, or manually-powered mobility aids such as walkers, crutches or canes.
- The exterior of the facility must be accessible for participants with disabilities when approaching, entering or inside the location.
- Shelter Provider must provide at least one restroom with at least one stall with a 5-foot turning radius.
- All restrooms established under this section must have handles for an individual using a mobility device to move themselves without assistance.
- If parking is available at the facility, programs must provide at least one ADA accessible van parking space for every 25 non-accessible parking spaces. The accessible space must provide enough room for a van with a hydraulic lift to operate without any issue.
- All fire alarm systems and fire extinguishers must be no more than 48 inches from the ground for easy access in case of an emergency.
- All programmatic areas must be accessible for an individual with a mobility device.
- Shelter Provider must provide at least one shower accessible for those with a mobility device, regardless of gender.
- Shelter Provider sites must provide at least one accessible roll-in shower or at least two transfer ADA shower seats.
- Shelter Provider must provide accessible beds for persons with mobility disabilities designed for easy access to beds from common spaces and easy transfer from a mobility device.
- If there are common/communal areas located at the facility, they must be accessible for all participants, including those with mobility devices.
- If there is a dining area located in the facility, it must be accessible for all participants, including those with mobility devices.
- Doors within the facility must be equipped with a handle which can be opened with a closed fist rather than a knob.
- Accessibility postings must be posted in plain sight in a common area of the facility.
- Please use this link for further details on how to assess the site for ADA compliance: https://www.adachecklist.org/doc/fullchecklist/ada-checklist.pdf.

4.3. Hygiene Products

Shelter Providers must provide participants access to sinks, showers toilets and accompanying items. Shelter operator must ensure that hygiene and toiletry items are given to participants, or given upon request, and at a minimum:

- Towels
- Soap
- Deodorant
- Toilet tissue
- Feminine hygiene products
- Disposable razors
- Toothpaste and toothbrush

Shelter Providers must ensure that all sheets, towels and blankets are laundered weekly or more frequently as needed.

If applicable, washers and dryers shall be provided free of charge to participants and include access to free detergent. If laundry equipment is not provided on-site, shelter operator must support participants with accessing laundromat services.

ADA requirements for showers and restrooms can be found in Section: IV b. ADA Facility Standards.

4.4. Hazardous Materials

Shelter Providers must have policies and procedures with regard to proper hazardous material clean-up and removal. Shelter Providers must ensure that staff have the proper biohazard equipment for cleaning and disposal.

Shelter Providers must provide accommodations to participants in the event hazardous material poses a health and safety risk to participants and staff.

Shelter Providers must maintain a documentation log for hazardous material circumstances.

Shelter Providers will make available Safety Data Sheets (SDS) which provide information on chemicals, describing the hazards the chemicals present.

5. Administration

5.1. Policies and Procedures

Executive and administrative staff are responsible for ensuring that a comprehensive set of policies and procedures are updated at minimum on an annual basis; however, policies and procedures must be updated any time there is a significant change within program operations. Program and procedural updates must be shared with the County Administrative Entity for review to ensure that required policy and procedure areas have been adequately covered.

Shelter Providers are required to have a process for how staff are trained and access information within the policies and procedures.

5.2. Staffing

Shelter Providers must maintain a clear and comprehensive job description for all positions working within or supporting the emergency shelter.

Shelter Providers must maintain an organizational chart which identifies positions attached to the emergency shelter and a supporting documentation to show where each position is being funded from.

Program staff must have a way of being identifiable to program participants. This can be done through uniform attire or identification badges. Programs that operate confidential locations serving participants fleeing domestic violence will be exempted from this requirement.

Programs must have a conflict of interest policy and make staffing adjustments as necessary to minimize the potential of circumstances that create a conflict of interest, including personal and familial relationships. Conflict of Interest policies must have expectations for reporting and ways in which staff can alert program management of potential conflicts, and how program management will monitor and assess the conflict.

5.3. HMIS Participation and Documentation

Shelter Providers must actively document within the HMIS and do so within accordance with the HMIS Policies and Procedures. Programs are required to document enrollments and exits in HMIS within a 24-hour period for the purpose of live bed management.

Shelter Providers must maintain participant records that include documentation of all participant intake paperwork, assessments, housing plans, referrals, interventions, placements or follow-up activities.

5.4. Document Storage and Retention

Files containing participant information shall be stored in a locked and safe location that maintains participant confidentiality. Only authorized personnel can access the location where files are being kept.

Shelter Providers are required to have policies and procedures that detail the length of time and manner in which participant documents are retained.

Shelter Provider must have policies and procedures that detail how release of information requests are processed for participant information.

5.5. Quality Assurance

Shelter Providers must have a quality assurance plan that assures adherence to the overall program policies and procedures. The quality assurance plan must outline a process for the integration of participant feedback on program operations and to any revisions to policies and procedures.

5.6. Program Monitoring

Shelter Providers can expect the County to monitor their program annually to ensure adherence to the Standards of Care outlined in this document. Any findings identified by the County during program monitoring must be quickly resolved.

5.7. Reporting

Programs are required to be timely on any required reporting, including but not limited to: program outcomes, program invoicing, incident reports and key staffing changes. If a program is not able to meet

the deadline for a required report, the program administration must provide notice and an estimated time frame of when they will be able to submit reporting.

5.8. Waivers

Programs must follow all requirements within the Standards of Care, as well as those identified within their direct contract. If for any reason a program is unable to meet a standard of care, they may request a waiver. Waiver requests will consider the impact for participants receiving services and what reasonable program adjustments can be made to minimize that impact on program participants.

The County will work with programs to find ways in which to meet the Standards of Care or when not possible to find solutions that have minimal impact for participants. The County will provide written documentation on all waiver approvals and denials along with reasoning.

6. Attachments

Attachment 1

Critical Incident Report
County of Orange
Health Care Agency Office of Care Coordination

Today's Date:	Date & Time of Incident:	Date of Notification of the Incident *(if different from incident date):*	Date Incident Report Submitted:	***Was This Incident Reported Within 24 Hours of the Date of Incident*** **(Required):** ☐ Yes ☐ No ***If no, please explain circumstances:*** _____ _____
Provider:				**Staff Name:**
Staff Telephone Number:				**Staff Email Address:**
Program Manager:				**Program Manager Phone Number:**
Address Where Incident Occurred:				**Person to Contact Regarding the Incident:** *Name:* _____ *Title:* _____

Name of people involved in incident. (For program participant(s) use HMIS unique identifier and initials.)

_____

_____

Type of Incident (*incidents occurring on premises*) – Check all that apply: **Requires additional and immediate telephone notification to County*

☐ *Medical Emergency Requiring Immediate Medical Attention (EMT, ED and/or 911 Contacted)*

Sexual Misconduct / Harassment / Inappropriate Touching (Including Allegations):

☐ Client-to-Client

☐ Staff / Provider-to-Client

Reportable Abuse (Including Allegations):

☐ APS Contacted

☐ CPS Contacted

Violence:

☐ Destruction of Property

☐ Physical Altercation Involving Another Client

☐ Physical Altercation Involving Staff

☐ Acts or Threats of Violence

Evacuation:

☐ Planned Evacuation

☐ *Facility-Related / Evacuation (i.e. water or electricity outages, etc.)

☐ *Weather-Related Evacuation (flood, wildfire, etc.)

Death:

☐ *Death on premises

☐ Death reported past discharge

Description of Incident (facts, timelines, outcome) – List any necessary notifications made:

Did debriefing occur with shelter staff involved in the incident? ☐ **Yes** ☐ **No**

Brief description:

PLEASE TURN OVER AND COMPLETE PAGE 2 OF THE CRITICAL INCIDENT REPORT

Critical Incident Report
County of Orange
Health Care Agency Office of Care Coordination

Are there any operational changes or managerial actions that may be considered to lessen the impact or likelihood of similar incidents occurring in the future? ☐ Yes ☐ No If yes, provide a description of the action		
Name / Title of Reporting Staff (Printed):	**Staff Signature:**	**Date:**

Administrative Use Only

	Internal Log # _____	
Has this Participant been involved in other incidents? ☐ **Yes** ☐ **No**	**If yes, please write additional Internal Log #'s involving this Participant below:**	
Incident Reviewed By:		**Date:**
Additional Notifications Needed: ☐ **Department Head** ☐ **CEO's Office** ☐ **Other:** _____		
Outcome determined. ☐ **Incident logged, no action required** ☐ **Incident logged, remedial action required** **Detail outcome conversation with Shelter Operator below:**		

Attachment 2

Shelter Grievance Form

PROVIDER NAME

County of Orange, Office of Care Coordination

SHELTER NAME seeks to support participant grievances in a fair, transparent and efficient manner. Please complete the information below to the best of your ability and submit it to the shelter's designated grievance staff. You may submit the completed form by email or in-person at the addresses listed below,

- Email:
- Address:

You will be contacted by ***Shelter name/position*** within three (3) business days to work towards a resolution of your grievance.

If you need support with completing this paperwork due to a disability or language barrier, please contact the shelter Americans with Disabilities Act (ADA) coordinator: _____

_____

Identifying information

Full Name (Please Print): _____ Date: _____

Phone: _____ Email: _____

Other means of contact:

_____

I have a need for language translation or interpretation services? ☐ Yes ☐ No

Grievance Information

Date of the grievance incident: _____

Type of Grievance. Please check all that apply:

- ☐ Facility
- ☐ Program Services
- ☐ Shelter Staff
- ☐ Other Participants
- ☐ Reasonable Accommodations (Disability Related Need)
- ☐ Program Exit/Termination
- ☐ Other: _____

This is the first time I am submitting a grievance for this concern: ☐ Yes ☐ No

I am submitting this as an appeal to the result of a previous grievance: ☐ Yes ☐ No

(Please note, an appeal may not be considered if filed more than 30 days past the determination date of the grievance result you are appealing. Circumstances may allow for appeal to the County of Orange past the 30 days.)

Shelter Grievance Form
PROVIDER NAME
County of Orange/Office of Care Coordination

Grievance Description	
	Grievance Description *Briefly describe your grievance. Please Include a description of what occurred, who was involved and additional information relevant to the grievance. (Please include additional sheets if needed.)*
	Desired Outcome *State what you would like to see happen with regard to this grievance.*

DRAFT

Participant's Signature: _____ **Date:**_____

Administrative Use Only **Internal Log #** _____

Date Received by Staff: _____

Staff Name and Position: _____

Grievance Type: ☐ Grievance ☐ Appeal

Attachment 3

County of Orange
Health Care Agency, Office of Care Coordination
Shelter Grievance Process

The Shelter Grievance Process document is intended to provide Shelter Participants information on their grievance rights and an overview of the process. The County of Orange (County) appreciates feedback and takes grievances seriously. The County will work to resolve Participant grievances in a transparent and efficient manner.

If you as a Shelter Participant are unsure of how to access the shelter grievance process within the shelter you are staying, you can reference the information provided during the intake process, ask a shelter staff member, or review grievance information posted in the common areas of the shelter. If at any time during the process you experience difficulty with the shelter grievance process, please reference the Contact Information in Step 3 (below) to contact the County directly via telephone, email and/or mail.

STEP 1: Shelter Grievance Process

Participants that have a grievance with a shelter must first start by filing their grievance direclty with the shelter operator and complete the shelter's grievance process .

The Shelter Operator has three (3) business days to contact the participant after submitting their grievance and (ten) 10 business days to supply a written response to the grievance.

STEP 2: Shelter Appeal Process

Participants that have completed the shelter's grievance process and received a written response, but still have concerns with the shelter's response, have a right to request an appeal of that decision, and request a secondary review of the grievance from the Shelter Operator's leadership.

Leadership responsible for the appeal process have three (3) business days to contact the participant after submitting their grievance appeal, and (ten) 10 business days to provide the participant a written decision for the appeal.

STEP 3: County of Orange Grievance Appeal Process

Participants have a right to contact the County for an additional appeal process, once participants have completed the shelter provider's grievance **AND** appeal process.

The County's grievance appeal process is designed to review the shelter's grievance and appeal process as well as review the Shelter Operator's written responses, and ensure that the Shelter Operator is adhering to their grievance policies, as well as their operations are in compliance with the County Standards of Care.

In order to begin this process please contact the County:

By Telephone:
Grievance Specialist

By Email:
OCshelterfeedback@ochca.com

By mail:
Orange County
Health Care Agency
Office of Care Coordination
405 W. 5th Street, Suite 658
Santa Ana, CA, 92701

Attachment 4

County of Orange
Health Care Agency
Office of Care Coordination Grievance Appeal Form

The County of Orange (County) is committed to supporting resolutions for participants that have grievances with County-funded shelter operators. The Grievance Appeal Form is designed for Participants that are looking to appeal a shelter operator's grievance and/or appeals determination and requesting the County's review to assess:

1. Shelter operator's receipt and process of your grievance was done in compliance with stated program policies and procedures.
2. The written decision by the shelter operator is not in conflict with the established County Standards of Care requirements or any other contractual requirement.

The County will contact participants within three (3) business days of receiving the completed Grievance Appeal Form.

Complete the following information to the best of your ability. Please print.

Full Name (First and Last Name)**:** _____ Date: _____

Phone: _____ Email: _____

Other means of contact**:** _____

Name of the Shelter Operator or Shelter Program:
_____

Have you completed the shelter operator's grievance process (please mark box)? ☐ Yes ☐ No
Comments (if needed):_____

Have you completed the shelter operator's appeal process (please mark box)? ☐ Yes ☐ No
Comments (if needed):_____

Appeal Description *Please briefly explain what concerns you have with the shelter operator's grievance and appeal decision. If you need additional space, please utilize the back of the paper or attach additional pages.*

County of Orange
Health Care Agency
Office of Care Coordination Grievance Appeal Form

Desired Outcome *State what you would like to see happen with regard to this appeal.*

Additional Space

Participant's Signature: _____ Date: _____

Please submit a completed form by email or mail at the addresses below:
Email: OCshelterfeedback@ochca.com

Mailing Address: Orange County Health Care Agency
Office of Care Coordination
405 W. 5th Street, Suite 658 Santa Ana, CA, 92701

Administrative Use Only **Internal Log # _____**

Name of staff reviewing appeal: _____ Staff position: _____

Date staff received form: _____

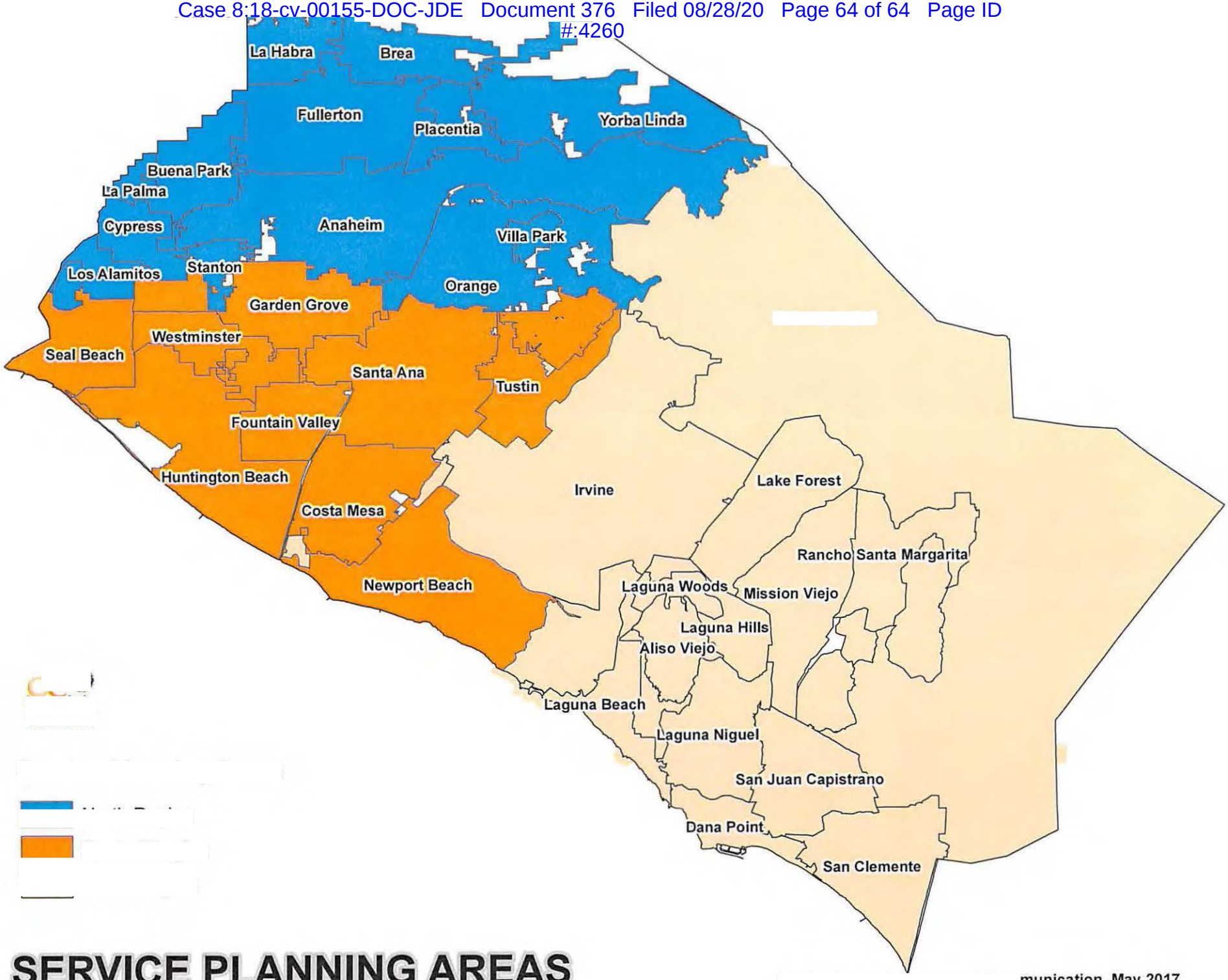
Actions:

☐ Referred participant back to shelter provider. Reason: _____

☐ Grievance appeal review. Due date: _____

ATTACHMENT

B



SERVICE PLANNING AREAS

munication, May 2017

EXHIBIT B – CITY OF PLACENTIA SAMPLE PROFESSIONAL SERVICES AGREEMENT

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
_____

THIS AGREEMENT is made and entered into this __ day of _____, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and _____, a [state] [type of 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 the 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;

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 CONTRACTOR

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 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 total compensation shall not exceed _____ Dollars ($ _____), unless authorized herein. The contractor may request to increase its fee prior to the start of the second year of the agreement term and each year thereafter. Any fee increase shall be limited by the increase in the Consumer Price Index over the prior 12 months, i.e., January to January, for the Los Angeles-Long Beach-Anaheim Region for All Urban Consumers, not to exceed 3%.

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 of 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 an 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 the 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 minimum of five (5) years after final payment.

Contractor agrees to permit the City's Director of Finance, or their authorized representative (including auditors from a private auditing firm hired by the City, or a designated representative from the N-SPA, as described further below) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The City will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the City to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the City's Project Manager.

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 terms of this Agreement, the Management, Operations, and Public Safety Plan attached as Exhibit "B", and the Project Schedule approved by City as set forth in Exhibit "A".

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

1) 4.1. The initial term of the Agreement shall be for three (3) years from the date that the Agreement is fully executed. The applicable host City, in its sole discretion, shall havean option to extend the term of its applicable agreement for two (2) additional one-year extension terms, based upon the acceptable performance by the Contractor, acceptable fees, and subject to the same terms and conditions of the Agreement. The contractor may request to increase its fee prior to the start of the second year of the agreement term, and each year thereafter. Any fee increase shall be limited by the increase in the Consumer Price Index over the prior 12 months, i.e., January to January, for the Los Angeles-Long Beach-Anaheim Region for All Urban Consumers, not to exceed 3% per year.

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:

i. 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.

ii. The Contactor'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 or which the Contractor believes the City is liable.

(b) 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 provisions of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

(c) 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 shall 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. 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.

Neither the City nor any of its officers, officials, 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. 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.

5.3. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements 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 are incorporated herein by this reference.

5.4. 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:
_____	City of Placentia
_____	401 E. Chapman Ave.
_____	Placentia, CA 92870
Tel: _____	Tel: _____
Fax: _____	Fax: _____
Attn: _____	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 protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Contractor's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits or other legal proceedings brought against the Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; and

their respective officers, officials, employees, agents, and volunteers arising out of or in any way connected with the performance of the Contractor, its officers, employees, agents, volunteers and/or authorized subcontractors' for work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Contractor, its employees, agents, volunteers and/or subcontractors. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by the Contractor, its officers, employees, agents, volunteers and/or authorized subcontractors under this Agreement, whether or not the Contractor, its officers, employees, agents, volunteers and/or authorized subcontractors are specifically named or otherwise asserted to be liable, and whether or not there is any evidence of fault or wrongdoing by the Contractor, its officers, employees, agents, volunteers and/or its subcontractors. 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 officers, employees, agents, volunteers or its subcontractors, 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 officers, employees, agents, volunteers or its subcontractors 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, employees, agents, volunteers or its subcontractors, 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 of its officers, employees, agents, volunteers or subcontractors of Contractor providing services under this Agreement claim 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 officers, employees, agents, volunteers 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 officers, employees, agents, volunteers 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 7920.000 *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 7924.510, 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 the 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 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 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. Safety Requirements. All work performed under this Contract shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. The City may issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the Services. The Contractor shall maintain the work sites free of hazards to persons and property resulting from its operations and provide a hazard assessment upon request. The Contractor shall immediately report to the City any hazardous condition noted by the Contractor.

6.19. Emergency/Declared Disaster Requirements. In the event of an emergency or if City is declared a disaster area by the City, State, or Federal government, this Contract may be subjected to unusual usage. The Contractor shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the City's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

6.20. 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. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning,

discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

6.21. 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.

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

6.23. 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 Management, Operations, and Public Safety Plan attached as Exhibit "B", the City's Request for Proposals, the Contractor's Proposal.

6.24. 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.

6.25. 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.

6.26. 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.

6.27. 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.

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

6.29. 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.

6.30. 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.

6.31. 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.

6.32. 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: _____

_____, Mayor

ATTEST:

_____

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: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

_____ Date: _____

_____, Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____

Name, Title

EXHIBIT C – PLACENTIA MANAGEMENT AND OPERATIONS PLAN (MOPS)

City of Placentia Navigation Center
Management, Operations and Public Safety Plan

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, single women, and families.

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 help 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.

PROVIDER 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’s stay exceeds 30 days, an exit plan strategy may be implemented. Consistent with national best practices and trends, the goal for length of stay should be 30 days or less. PROVIDER 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 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, women and families.

Flexible sleeping space will also be provided for transgendered populations, those dealing with illness, families or for other special needs populations. Flexible bed space must not exceed building capacity.

The expectation is that beds will be made every day, and clients need to work towards that objective.

The sleeping areas may not be modified in any permanent way. No painting, hanging or additions of wallpaper is allowed. Clients may hang up to two items with command hooks. No nails or holes may be drilled in the tile walls or drywalls.

Breakfast, lunch, dinner and snacks will be provided for all clients in a central dining area. PROVIDER 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.

Prior to serving, volunteers will receive sufficient training for the work assigned, will follow all applicable hygiene and safety rules, and a qualified employee will be assigned to oversee their work.

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 PROVIDER 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. PROVIDER will not drop-off/pick-up other than at agreed upon locations.

Security

PROVIDER 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

The 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	PROVIDER
2	Crisis Evaluation	Mental Health in collaboration **w/HCABHS**
3	On Site Centralized Intake	PROVIDER
4	Beds on Site	PROVIDER
5	Transportation Services and Assistance	PROVIDER in collaboration with transportation vendor
6	Security	PROVIDER in collaboration with 3rd party security vendor

7	Meals/Food	PROVIDER in collaboration with food preparation vendor
8	Parking	PROVIDER
9	Homeless Prevention/Diversion Assistance	Service Partner
10	Drug and Alcohol Treatment Referrals	Service Partner
11	Commissary/Dining Hall	PROVIDER
12	211 {off site)	Service Partner
13	Employment/Job placement Referrals	Service Partner
14	Laundry	PROVIDER
15	Storage {on/off)	PROVIDER
16	Resource Information and Referral services {on/off site)	PROVIDER 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. PROVIDER 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 being 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 a 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?

PROVIDER will work in cooperation with the Orange County Commission to End Homelessness and the Emergency/Transitional Shelter Implementation Group to set community benchmarks and multi-year goals to measure successful program implementation for the Year-Round Shelter.

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. During the intake process staff will provide the client with information about program operations including: meal times, curfew, services they can expect to receive onsite, transportation opportunities and shuttle schedule, staffing structure and grievance process, and the guidelines and rules for maintaining a safe community environment. Staff will also explain, give all clients a copy of, and otherwise enforce, the Client Rights and Responsibilities policy, so that clients may understand what they can expect from the program and what the program expects of them during their stay.

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.

Shelter ID components include a photograph, name and other identifying information. All clients will have this information entered into HMIS (Homeless Management Information System).

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. PROVIDER 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 PROVIDER, 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 the Outreach Grid App which PROVIDERS will be responsible for updating when there is a bed 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.

PROVIDER is required to manage and update daily, the Outreach Grid app 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. 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 be referred by a local agency to meet the 2nd shuttle at the designated location and register for any unclaimed beds.

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. PROVIDER 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

the client 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 years 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 -

PROVIDER will include homeless diversion screening at intake to ensure that those with alternative resources will not be accessing the homeless system. PROVIDER will either provide direct referrals or partner with an agency that can offer successful diversion assistance.

b. Coordination with Transitional and Bridge Housing Providers -

PROVIDER 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 -

PROVIDER 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 declared 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 minor shelter violations, the client may contact the admission hotline to screen for readmission eligibility after the time designated by staff.

Length of exit for safety violations will depend on the severity of the infraction. The Shelter Operator should be balanced in their approach to program exits and readmission policies as it pertains to rules violations and infractions. Such policies should include considerations to maintain a safe and effective facility, safety for clients, volunteers, staff, and the surrounding neighborhood as well as demonstrate compassion toward homeless individuals who face increasingly vulnerable situations if forced to exit from a shelter situation to places not suitable for human habitation.

It is recommended that infractions be subdivided into a Multi-Tiered System based on the perceived impact of the infraction. The 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.

Clients who use the facility, programs, and services in violation of a specific rule will be obliged to adhere to the applicable consequences. The consequences may also be subject to intervention by law enforcement, and, if necessary, prosecution up to the limit of the law.

If guest behavior results in an infraction upon the programs rules and expectations, whether posted

or implied, or they pose a direct threat to the health and safety of others, the guest will be required to meet with staff to discuss the specifics of the situation. The conference will include a review of all facts, a review of the alleged violation and the exploration of alternative resolution other than termination unless deemed necessary by the level of the infraction. A behavioral contract will be created at the first violation between the client and shelter provider which will be reviewed with the client. The contract will state the expectation that was not met as well as the plan for the client to continue their goal towards housing without receiving further infractions.

For minor infractions/violations as outlined below, the client will be met with three times to discuss the issue and resolution with the staff in an effort to correct the behavior and have the client complete the program successfully. After the third violation, the client will need to sign a behavioral contract in order to stay in the program. If a fourth minor infraction were to occur, then a written termination notice will be created, and the client will be immediately removed from the program for a minimum of 30-60 days. Clients will have the opportunity to relocate to the other North SPA Navigation Center if there is a bed available.

For moderate infractions/violations as outlined below, the client will be met with two times to discuss the issue and resolution with the staff in an effort to correct the behavior and have the client complete the program successfully. After the second violation, the client will need to sign a behavioral contract in order to stay in the program. If a third moderate infraction were to occur, then a written termination notice will be created, and the client will be immediately removed from the program for a minimum for 90 days. Clients will have the opportunity to relocate to the other North SPA Navigation Center if there is a bed available.

For severe infractions/violations as outlined below, the client will be terminated immediately from the program and will receive a written termination notice and grievance form immediately. The client will be removed from the program for a minimum of 180 days. Client will have the opportunity to relocate to the other North SPA Navigation Center if there is a bed available, but subject to the type and severity of infraction/violation that caused removal.

For extreme infractions/violations clients may be permanently ineligible to return if the infraction/violation is so severe that it causes significant harm or damage to the facility, staff, or all clients being served.

Basic Examples of Levels of Infractions:

Examples of Minor Infractions - Level 1:

- Smoking outside of an approved smoking area
- Cutting in front of others in meal lines or service lines
- Curfew violations
- Loitering in parking lots or surrounding areas near Navigation Centers
- Entering designated “Off-limits” areas
- Mild verbal aggression or verbal assaults
- Mild physical incidents (ex: lightly pushing past someone)
- Not following the basic program procedures or expectations
- Refusal to work with their navigator or not following the housing plan
- Possession of non-sharp paraphernalia

Examples of Moderate Infractions - Level 2:

- Possession of Alcohol of Marijuana
- Disrespectful towards staff or volunteers
- Minor physical scuffles
- Possession of flammables

- Possession of illegal narcotics
- Non-exhibitive sexual behaviors
- Racial slurs or discriminatory slurs(e.g., terms widely considered as hateful against specific religious groups or sexual orientations)
- Guest refusing to de-escalate or speak with Staff at the time of incident

Examples of Severe Infractions – Level 3:

- Illegal drug use or possession
- Possession of weapons or “sharps” in the shelter
- Threats that cause fear of life or limb
- Major Neighbor complaint(e.g. Vandalism, theft, aggression)
- Theft
- Intentional damage to property (e.g., holes in walls, arson, etc.)
- A guest refusing to be searched when staff or security have reason to believe they are in possession of contraband

Examples of Extreme infractions – Level 4

- Sale of illegal narcotics
- Violent attacks/fights (e.g., punching, kicking, shoving, etc.)
- Sexual Assault/harassment
- Behavior deemed to be Criminal Activity or Felony offenses

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.

PROVIDER 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.

PROVIDER 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. PROVIDER 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 PROVIDER is to recruit and manage a group of partner agencies specialized in providing an array of supportive services beneficial to Navigation Center clients.

PROVIDER will ensure that the Emergency Shelter has flexible hours to allow clients to come before or after work, or alternatively, on the weekends.

PROVIDER 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 PROVIDER 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 PROVIDER staff and management;
- Respect, maintain and keep clean Service Providers meeting Area
- Respect and cooperate with PROVIDER 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

PROVIDER 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, PROVIDER 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. PROVIDER will provide information to the public including wrap-around services offered and when services will begin.

In collaboration and partnership with the City, PROVIDER will utilize a grievance procedure and due diligence to ensure appropriate customer service response and will consider the resolution of community complaints as a high priority. A public inquiry phone and contact information will also be posted. Community stake holders may call this number for information about the site or to have any questions answered. The phone number will be retained as a resource for community members while the shelter is up and operational.

PROVIDER 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 PROVIDER'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 PROVIDER Staff.

PROVIDER 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.

PROVIDER 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

PROVIDER 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 PROVIDER 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.

PROVIDER 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.

PROVIDER 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, PROVIDER must demonstrate a strong openness to collaboration and willingness to engage other service Providers.

PROVIDER will ensure that its services are integrated with all county/community entities that support the needs of the client. Such entities may include the Veteran’s Administration, Social Security Administration, health care agencies, mobile health and dental clinics, local churches, etc.

Additionally, PROVIDER 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

PROVIDER will be committed to active participation in city and county-wide community events. To the extent that reasonable and feasible representatives of PROVIDER will attend meetings of the local Neighborhood Association(s) and local Chambers

of Commerce(s) when invited and communicate with neighborhood and business participants.

Additionally, PROVIDER 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 PROVIDER 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
- PROVIDER will make a reasonable effort to encourage persons to move along and may call law enforcement for additional assistance on an as needed basis
- Unauthorized parking of client vehicles in the neighborhood are subject to towing
- PROVIDER will contact city designated shopping cart retrieval program to collect all shopping carts found that do not contain items of personal property
- PROVIDER will follow city codes for removing personal property found in surrounding area
- PROVIDER 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:

<u>Community Advisory Board</u>

- 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 <u>Client Advisory Board (no membership limits)</u>

- 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 agenize 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 PROVIDER's ability to effectively administer its Operational Plan and Good Neighbor Policies. In the event that a Shelter Advisory Board finds concerns over the PROVIDER's implementation of the program, the following processes and policies will be enacted to allow the PROVIDER to make corrective actions toward such grievances:

1) Once a grievance has been filed, PROVIDER 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 PROVIDER 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 PROVIDER 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 PROVIDER. The County shall have a plan for operation of the shelter if PROVIDER 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

PROVIDER will keep a schedule for regular facility maintenance and cleaning. PROVIDER 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 the completion of each task and

reviewed monthly.

PROVIDER 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 the 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.

PROVIDER 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 PROVIDER 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

PROVIDER 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

PROVIDER 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 PROVIDER. 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 PROVIDER'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	1 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. PROVIDER's Good Neighbor Policy will include regular checks of surrounding area to prevent and control loitering issues.

7. De-escalating Conflicts

All employees will receive training in communication techniques that de-escalate confrontations.

8. Entrance and Exit Procedures

All staff and clients will enter and exit through one main entrance and security check point. 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 it 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 of the PROVIDER 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, PROVIDER 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

PROVIDER understands and commits to maintaining hygienic, sanitary environments for the well-being of clients, volunteers and staff. PROVIDER’s policies and procedures ensure that its facilities maintain an accessible, clean, safe, secure, and vector free environment. We will maintain written, standardized housekeeping procedures. Each procedure will be designed for the 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 on 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 handwashing 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 facility's outside spaces, parking lot, and green areas will be cleaned daily from debris and litter. Chairs and tables will be washed according to inside standards. Minor repairs of the facility and grounds will be completed by the Shelter staff. Any major repairs or work requiring specialized training will be completed by approved vendors.

The 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 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

PROVIDER 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 PROVIDER 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 PROVIDER 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 the 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 the 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 a 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

PROVIDER 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

PROVIDER will have protocols for prevention and treatment of certain diseases and conditions such as seizures, diabetic episodes, mental health episodes, lice, bed bugs, influenza, tuberculosis, 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 PROVIDER
- 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

PROVIDER 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

PROVIDER 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. PROVIDER 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

PROVIDER will create a plan for safe and effective flow of traffic on and off the property based on the schematics of the shelter grounds and surrounding neighborhood. Considerations should include provisions for pedestrian, bicycle, personal transportation and 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 PROVIDER.

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 secure 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. PROVIDER 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. PROVIDER 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. PROVIDER 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.
PROVIDER 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 mealtimes.

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.

PROVIDER 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 PROVIDER 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. PROVIDER 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

PROVIDER will follow all OC Health Department, Fire Code requirements and other federal, state and local requirements. Provider will also have staff trained for food handling, CPR, fire drills and other disaster evacuation procedures. All 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

PROVIDER 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. PROVIDER 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

PROVIDER 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

PROVIDER 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 PROVIDER'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

PROVIDER 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.

PROVIDER 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 the 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, PROVIDER 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 whereby contract PROVIDER 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 PROVIDER'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 PROVIDER'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: PROVIDER 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 PROVIDER'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. Clients will also be given the opportunity to provide feedback in a more informal manner with a suggestion box, feedback surveys, and during regularly scheduled “house” meetings.

Clients must first submit a grievance with the PROVIDER, after the PROVIDER has responded to the grievance if the client is unsatisfied or has new evidence then they can submit a grievance to the City of Placentia utilizing the City’s grievance form.

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 PROVIDER 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 PROVIDER 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

PROVIDER 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 PROVIDER 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 PROVIDER - 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 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 also 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	

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. PROVIDER requires initial and ongoing staff training on the operations of the site as well as a variety of therapeutic interventions and Evidence Based Practices. Trainings include Non-Violent Crisis Intervention, Harm Reduction, Motivational Interviewing, Cultural Competency, Trauma Informed Care, Gender Sensitivity Training, Mental Health First Aid, Domestic Violence and Seeking Safety. Other training may be implemented based on the needs of the client population.

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

PROVIDER 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. There is a general expectation for all PROVIDER staff to remain compliant and informed of any new mental health first aid procedures and regulations. 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

PROVIDER 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 (i.e. Having meals 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 name tag 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

Please note that the Management, Operations and Public Safety Plan is subject to change based on the needs of clients, Fire and Emergency services, City and site operator.

SECTION V. ATTACHMENTS – PROVIDER TO COMPLETE THIS SECTION
PROVIDER TO ADD THE FOLLOWING INFORMATION AS ATTACHMENTS

A. Job Descriptions
B. Shelter Client Rules
C. Volunteer Policies

EXHIBIT D – CITY OF PLACENTIA INSURANCE REQUIREMENTS

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

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, including any extension thereof, of this Agreement.

Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury and personal and advertising injury with a policy limit of not less than Five Million Dollars ($5,000,000.00) per occurrence and Ten Million Dollars ($10,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

2. Business Automobile Liability Insurance

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage Form CA 00 01, with a policy limit of not less than Five Million Dollars ($5,000,000.00) combined single limit per accident. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

3. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of Three Million Dollars ($3,000,000.00) 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 Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers for losses arising from work performed by Contractor for the Cities and to require each of its

subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By signing this Agreement, the Contractor acknowledges and agrees to the following:

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

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 Project Manager before execution of this Agreement by the City. The Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this Section.

4. Professional Errors and Omissions ("E&O") Liability Insurance

Professional errors and omissions ("E&O") liability insurance on an occurrence based policy with policy limits of not less than Two Million Dollars ($2,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) policy aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. The retroactive date must be shown, and this date must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting coverage" for a minimum of three (3) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Project Manager for review. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

5. Sexual Abuse and Molestation Liability Insurance

Sexual abuse and molestation liability coverage with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) general aggregate. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

6. Standards for Insurance Companies

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The commercial general liability insurance policy, business automobile liability policy, and sexual abuse and molestation liability policy shall be endorsed to contain the following: The Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; its 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; and automobiles owned, leased, hired, or borrowed by the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. 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 cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Contractor's sole cost and expense.

3. The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers. Any other insurance maintained by the Cities shall be excess and not contributing with the insurance provided by this policy.

4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers.

5. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**

6. 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.

7. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure the Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers are additional insureds on insurance required from subcontractors.

8. Contractor agrees to waive, and to obtain endorsements from insurers waiving,

subrogation rights against the Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers for losses arising from work performed by Contractor for the Cities and to require each of its subcontractors, if any, to do likewise under their insurance policies.

9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

EXHIBIT E – CITY OF BUENA PARK SAMPLE CONTRACT

CONTRACT #

FOR

Year-Round Emergency Shelter/Multi-Service Center
Program [NAME]

BETWEEN

CITY OF _____

AND

_____.

ATTACHMENTS

Attachment A - Scope of Services
Attachment B – Center Management, Operations, and Public Safety Plan
Attachment C – Payment / Compensation
Attachment D – HEAP Agreement
Attachment E – N-SPA MOU

Contract # ____

By and Between
The City of _____, California,
and
_____
. for
Year-Round Emergency Shelter/Multi-Service Center Program:
_____

This Contract # _____for Year-Round Emergency Shelter/Multi-Service Center Program (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the City of _____, a California charter city, hereinafter referred to as "City," and _____ (hereinafter referred to as "Contractor"), with the City and Contractor sometimes referred to as "Party" or collectively as "Parties."

RECITALS

WHEREAS, City desires to enter into this Contract with Contractor to provide, as an independent contractor, comprehensive operation and management services for the City-owned navigation center for homeless persons, as such center is currently being developed, and will be located and operated at _____, California (the "Center");

WHEREAS, Contractor was selected by the City following a competitive "request for proposals" process, during which Contractor demonstrated, and Contractor hereby represents, that it is fully qualified to perform services and activities as further set forth in the "Scope of Services," (or "Services") attached hereto as Attachment A; and

WHEREAS, the Parties desire memorialize the terms and conditions by which Contractor will provide the Scope of Services to the City by way of this Contract.

NOW, **THEREFORE**, the Parties mutually agree as follows:

ARTICLES

1. GENERAL TERMS AND CONDITIONS:

A. Governing Law and Venue: This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Orange, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another County.

B. Entire Contract: This Contract, Attachments A, B, C, D and E, the City's Request for Proposals No. _____, and Contractor's proposal in response thereto dated _____, contain the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on City unless authorized by City in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any City employee or agent, including but not limited to installers of software, shall not be valid or binding on City unless accepted in writing by City's Contract Administrator.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on City unless authorized by City in writing.

D. Delivery: Time of delivery of goods or services is of the essence in this Contract. City reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions, or services that do not conform to the prescribed scope of services. Acceptance of any part of the order for goods shall not bind City to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by City. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by City.

E. Acceptance Payment: Unless otherwise agreed to in writing by City, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of City, and 2) payment shall be made in arrears after satisfactory acceptance.

F. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained below, it shall indemnify, defend and hold City and City Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

G. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of City. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of City shall be invalid and shall constitute a breach of this Contract.

H. Non-Discrimination: In the performance of this Contract, Contractor agrees that it 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. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

I. Termination: In addition to any other remedies or rights it may have by law, City has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by City of its right to terminate the Contract shall relieve City of all further obligation.

J. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

K. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of City. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through City.

L. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to City's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of City required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

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

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

the entirety of this Contract for inspection by City representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the City's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1) In addition to the duty to indemnify and hold the City harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the City at its sole cost and expense with counsel approved by the City Council against same; and

2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the City was the insured.

If the Contractor fails to maintain insurance acceptable to the City for the full term of this Contract, the City may terminate this Contract.

Qualified Insurer

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

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

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

Coverage	**Minimum Limits**
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per occurrence

Network Security & Privacy Liability	$1,000,000 per claims-made
Employee Dishonesty (if applicable)	$100,00 per occurrence (limit Commensurate with exposure)

Required Coverage Forms

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

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

Required Endorsements

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

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***City of _____ its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the City of _____ shall be excess and non-contributing.

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

1) An Additional Insured endorsement naming the ***City of _____, its elected and appointed officials, officers, agents and employees*** as Additional Insureds for its vicarious liability.

2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the City of _____ shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***City of _____, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

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

The City shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the City is a Loss Payee shall accompany the Certificate of Insurance.

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

If Contractor's Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

City expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by City of _____ Risk Manager as appropriate to adequately protect City.

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

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

N. Changes: Contractor shall make no changes in the Scope of Services, or perform any additional work without the City's specific advanced written approval.

O. Change of Ownership: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the City agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the City.

City reserves the right to immediately terminate the Contract in the event the City determines

that the assignee is not qualified or is otherwise unacceptable to the City for the provision of Services under the Contract.

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

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

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

S. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

T. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, the prevailing party shall be entitled to recover its attorneys' fees, costs, and expenses reasonably incurred in the prosecution or defense of such action or proceeding.

U. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to accomplish the purposes of the parties and this Contract.

V. Employee Eligibility Verification: The Contractor warrants that it fully complies with all

Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor 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 Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by City, and hold harmless, the City and its City Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the City or City Indemnitees or its agents or any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

W. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by City, and hold City, its elected and appointed officials, officers, employees, and agents ("City Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to Contractor's performance or non-performance of this Contract, and/or the provision of Services hereunder. If judgment is entered against Contractor and City by a court of competent jurisdiction because of the concurrent active negligence of City or City Indemnitees, Contractor and City agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the City's Director of Finance, or their authorized representative (including auditors from a private auditing firm hired by the City, or a designated representative from the N-SPA, as described further below) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The City will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the City to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the City's Project Manager.

BB. **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 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.

CC. **Expenditure Limit:** The Contractor shall notify the City's 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.

DD. 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 _____ and the County Of Orange for the Capital Improvement of a Homeless Shelter," dated January 22, 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 Attachment 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.

EE. 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 "F" 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.

FF. Safety Requirements. All work performed under this Contract shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. The City may issue restraint or cease and desist orders to the Contractor when

unsafe or harmful acts are observed or reported relative to the performance of the Services. The Contractor shall maintain the work sites free of hazards to persons and property resulting from its operations. The Contractor shall immediately report to the City any hazardous condition noted by the Contractor.

2. CONTRACT TERM AND CONDTIONS

A. Scope of Contract: This Contract specifies the contractual terms and conditions by which the City will procure services from Contractor, and Contractor shall perform such Services for City as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A".

B. Term of Contract: This Contract shall commence on a date, following the full execution of the Contract, on which the City issues a notice to proceed to Contractor, Effective Date"), and continue for a term of _____ calendar years from the Effective Date, unless otherwise terminated by the City ("Initial Term").

C. Renewal: This Contract may be renewed by mutual written agreement of both Parties for up to _____ additional one-year extensions after the Initial Term, for an aggregate term not to exceed _____; subject to acceptable performance by the Contractor, acceptable fee proposals from Contractor, and subject to the terms and conditions of this Contract. Renewal periods are subject to approval by the City Council.

D. Compensation: The total Maximum Compensation of City to the Contractor for the Services provided during each calendar year of the Initial Term shall be _____, as further detailed in Contractor's proposal attached as Attachment A-1, and in Attachment "C".

E. Amendments - Changes/Extra Work: The Contractor shall make no changes to this Contract without the City's written consent. In the event that there are new or unforeseen requirements, the City has the discretion with the Contractor's concurrence, to make changes at any time without changing the scope or price of the Contract.

If City-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor will give City written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor was notified of the change. such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the City-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the City Council. Nothing herein shall prohibit the Contractor from proceeding with the work as originally set forth or as previously amended in this Contract.

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

1) Terminate the Contract immediately, pursuant to Section K herein;

2) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

3) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

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

G. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the Services to be performed under this Contract; and to know the general conditions which can affect the Services or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the Services without additional cost to the City. The City assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the City are expressly stated in the Contract.

H. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

I. Conflict of Interest – Contractor's Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the City. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence City staff or elected officers from acting in the best interests of the City.

J. Conflict of Interest – City Personnel: Federal, state, and local laws, as well as City Council policies, prohibit City employees and contractors from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any City employee for any purpose, or otherwise engage in conduct that creates a conflict-of-interest, or the appearance of a conflict-of-interest.

K. Consulting Contract – Follow-On Work: No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

L. Project Manager, City: The City shall appoint a Project Manager to act as liaison between the City and the Contractor during the term of this Contract. The City's Project Manager shall coordinate the activities of the City staff assigned to work with the Contractor.

The City's Project Manager, in consultation and agreement with the City, shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The City's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the City's Project Manager. The City is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further Services under the Contract.

M. Contractor's Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the City and shall not be changed without the written consent of the City's Project Manager, which consent shall not be unreasonably withheld. The Contractor's Project Manager, in consultation and agreement with City, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and Services to meet the project time lines.

N. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory education, training, experience, and work records indicating their ability to adequately perform the work under this Contract.

O. Child Support Enforcement: Contractor 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 Contract with the City _____. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the City shall constitute grounds for termination of the Contract.

P. Data – Title To: All materials, documents, data or information obtained from the City data files or any City medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the City. All materials, documents, data or information, including copies, must be returned to the City at the end of this Contract.

Q. Licenses: At its own expense, Contractor and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

R. Disputes – Contract.

1) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the 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:

a. 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.

b. 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.

2) 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.

3) 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 shall be construed as affecting the City's right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

S. Emergency/Declared Disaster Requirements: In the event of an emergency or if City is declared a disaster area by the City, State or Federal government, this Contract may be subjected to unusual usage. The Contractor shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the City's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

T. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the City. Contractor agrees that City review is discretionary and Contractor shall not assume that the City will discover errors and/or omissions. If the City discovers any errors or omissions prior to

approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the City or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after City approval thereof, City approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the City and Contractor, and the reports, files or documents will be returned to Contractor for correction.

U. Non-Supplantation of Funds: Contractor shall not supplant any Federal, State, or City funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from City for, or apply sums received from City with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or City funds under any Federal, State, or City program without prior written approval from the City.

V. Satisfactory Work: Services rendered hereunder are to be performed to the written satisfaction of City. City's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

W. Access and Records:

1) City, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Contractor's activities, books, documents and papers (including computer records and emails) and to records of Contractor's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Contractor shall insert this condition in each Contract between Contractor and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by the City which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the City of _____, California, Contractor agrees to pay all necessary and reasonable expenses incurred by City, or City's designee, in conducting any audit at the location where said records and books of account are maintained.

2) All accounting records and evidence pertaining to all costs of Contractor and all documents related to this Contract shall be kept available at Contractor's office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which City or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or

exceptions. Moreover, records which are necessary to demonstrate the City and/or Contractor's compliance with federal, state, or local grant funding shall be retained beyond the five (5) years until grant closure.

X. Liability. Contractor shall pay to City the full amount of City's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Contractor's failure to perform under this Contract.

Y. Signature in Counterparts: The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

Z. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The City's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the City for the purpose of monitoring progress under this contract.

AA. Subcontracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the City. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the City shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the City to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The City shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the City of Orange.

BB. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor

agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

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

DD. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract, any subsequent amendment of or effort under this Contract, or relating to the Center or Contractor's performance of the Services, without first obtaining review and written approval of said news releases from the City.

EE. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For City:

For Contractor:

FF. Ownership of Documents: The City has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the City and may be used by the City as it may require without additional cost to the City. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the

City.

GG. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.

HH. Termination – Orderly: After receipt of a termination notice from the City of Orange, the Contractor may submit to the City a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the City upon written request of the Contractor. Upon termination City agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

3. CENTER OPERATION TERMS AND CONDTIONS

A. Debarment: Contractor certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 CFR Part 98.

B. Fraud: Contractor shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this contract. Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice.

C. Fiscal Accountability:

1. Financial Management System: Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor's system shall provide fiscal control and accounting procedures that will include the following:
   i. Information pertaining to tuition rates, payments, and educational assistance payments; and
   ii. Source documentation to support accounting records; and
   iii. Proper charging of costs and cost allocation.

2. Contractor's Record: Contractor's records shall be sufficient to:
   i. Permit preparation of required reports; and
   ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
   iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for;
   iv. Permit tracking and reporting of leveraging as required.

3. Costs Charged: Cost shall be charged to this contract only in accordance with the City and

other requirements as required by funding source(s).

D. Performance Standards: Contractor shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by City for program evaluation and monitoring.

E. Expenditures: Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the terms and conditions of this Contract, the HEAP Agreement, N-SPA MOU, and applicable federal, state, and local laws.

F. 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.

1. 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 Attachment C - Payment/Compensation to Contractor attached hereto and incorporated herein by reference.
2. City will reclaim any unused balance of funds for reallocation to other City approved and lawful purposes.
3. Payment of Project Activities:
    a. 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 accordance with the Reimbursement Policy, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. 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.
    b. 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.
    c. 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.

4. 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.

5. 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.

6. 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 funding 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.

G. Performance. Contractor shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Contractor also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this Contract.

H. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace, and shall provide the City with certification of compliance on the forms and in the manner required by law.

I. Publicity, Literature, Advertisements, and Social Media:

1. City owns all rights to the name, logos, and symbols of City. The use and/or reproduction of City's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without City's prior written consent is expressly prohibited.

2. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:

   a. City provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a difference timeframe for approval is agreed upon by the City;

   b. Unless directed otherwise by City, the information includes a statement that the program, wholly or in part, is funded through City, State and Federal government funds [funds identified as applicable];

   c. The information does not give the appearance that the City, its officers, employees, or agencies endorse:

   d. any commercial product or service; and,

   e. any product or service provided by Contractor, unless approved in writing by City; and,

   f. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to City.

Contractor shall comply with City Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract.

IN WITNESS THEREOF, the Parties have caused the execution of this Contract by their duly authorized representatives below.

[SIGNATURES TO BE ADDED]

ATTACHMENT A

SCOPE OF SERVICES

1) General. Contractor shall provide those Services set for in Contractor's proposal, dated _____ a copy of which is attached hereto as Attachment A-1 and incorporated fully by this reference. Contractor shall be part of the City team to facilitate the successful construction of the facility located _____, for a suitable year-round transitional temporary homeless shelter and multi-service center ("Center"). Once the Center is constructed, the Contractor shall operate a year round, non-faith based, transitional shelter for initially 150 adults, providing shelter 365 days a year and accessible to the shelter residents 24 hours / day. In addition, the Center will include a multi-service center made available to homeless clients by the same operator who will coordinate a range of on-site, non-faith based programs and services provided on an in-kind basis by community partners. The Contractor shall be responsible for all day to day operations of the Center during the term of the Contract. All work shall be performed in accordance with all latest applicable codes, standards, and regulations.

2) Operations. Contractor shall manage and operate the Center consistent with the Contract, and the Center the Center Management, Operations, and Public Safety Plan described in Attachment B.

3) Repairs, Maintenance, Additions and Reconstruction. Throughout the term of the Contract, Contractor will be required, at Contractor's sole cost and expense, to keep and maintain the Center and any and all improvements now or hereafter constructed and installed on the Center in good order, condition and repair and in a safe and sanitary condition and in compliance with all applicable laws in all material respects including, but not limited to, the landscaping, hardscaping, plumbing systems, fluorescent ceiling- mounted electric light fixtures; bulbs for fluorescent lights and related switches; windows; doors and locks, interior/non-structural/above-slab elements of the Center and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said Facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance.

4) Requirements of Contractor. At all times during the term of the Contract, the Contractor, at Contractor's sole cost and expense, will be required to observe and comply in all material respects with all Laws now or hereafter made or issued respecting the Center and/or the Improvements that are applicable to the Contractor.

ATTACHMENT A-1

[ATTACH CONTRACTOR'S PROPOSAL]

ATTACHMENT B

Center Management, Operations, and Public Safety Plan

The _____ "Navigation Center" (Center) Transitional, Temporary Homeless Shelter shall accommodate up to 150 clients initially, while providing access to a wide range of programs and supportive services. The Center shall provide safe shelter, basic needs, and navigation services to move individuals and families out of homelessness and into permanent housing opportunities. Clients shall be admitted with minimal, "low-threshold" requirements so that chronic and vulnerable homeless people in the north service planning area can easily enter and remain in shelter until they can find permanent housing. Those accessing the Center Shelter Program will include homeless single men and single women living on the streets in the North Service Planning Area of Orange County.

Contractor shall manage and operate the Center in compliance with the Operations Plan, which shall consist of: (1) Contractor's proposal, _____ and attached hereto as Attachment A-1; and (2) the N-SPA MOU. The City shall retain the discretion to review, amend, clarify, or otherwise modify the Management, Operations, and Public Safety Plan from time to time, and Contractor shall work in good faith with City staff to develop, update, and at all times maintain, and implement, an Operations Plan that accomplishes the purposes of the Contract and is compliant with applicable laws.

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the City Project Manager. The City may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class.

ATTACHMENT C

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursable CONTRACT between the CITY and the CONTRACTOR for up to $_____ per calendar year, commencing the Effective Date and continuing for a term of two (2) calendar years from the Effective Date, as set forth in Attachment A Scope of Services attached hereto and incorporated herein by reference. The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder. The CITY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the CITY's General Terms and Conditions.

2. PAYMENT TERMS:

An invoice for the reimbursable costs shall be submitted to the address specified by the CITY upon the completion of the engagement and approval of the CITY Project Manager. CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the CITY and verified and approved by the Director of Finance and subject to routine processing requirements of the CITY. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

Billing shall cover services not previously invoiced. The CONTRACTOR shall reimburse the CITY for any monies paid to the CONTRACTOR for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the CITY shall not preclude the right of the CITY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

3. INVOICING INSTRUCTIONS:

Further instructions regarding invoicing/reimbursement are attached hereto and incorporated herein by reference.

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include:

1. CONTRACTOR’s name and address
2. CONTRACTOR’s remittance address (if different from 1 above)
3. Name of CITY Department
4. CITY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. CONTRACTOR’s Federal I. D. number
10. Total

ATTACHMENT D

[INSERT HEAP AGREEMENT]

ATTACHMENT E

[INSERT N-SPA AGREEMENT]

EXHIBIT F – CITY OF BUENA PARK MANAGEMENT AND OPERATIONS PLAN (MOPS)

MERCY HOUSE

Buena Park Navigation Center

Management, Operations and Public Safety Plan

April 19, 2023

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SECTION I. PURPOSE & INTRODUCTION

The purpose of the Management, Operations and Public Safety Plan ("Plan") is to advise the City of Buena Park on a best practice model for operation of a Year Round Emergency Shelter Program and Multi-Service Center, as seen at the Buena Park Navigation Center, Buena Park, CA. The Plan may also be used to promote open communication between community stakeholders to help facilitate the adoption of additional Year Round Shelters, Multi-Service Centers, and Navigation Centers.

Establishing a Year-Round Emergency Shelter Program and Multi-Service Center will meet critical needs amongst some of the most vulnerable people in our neighborhoods, while also addressing a pressing social issue that is deeply impacting local businesses and communities.

The Plan identifies emergency shelter services for homeless persons and best practices to maintain a safe and healthy environment for its clients and the community at large. The overall purpose of the program is to connect homeless persons to permanent housing opportunities and resources to maintain housing stability and self-sufficiency. Goals and guidelines of the Plan align to National Standards of The HEARTH Act (2009).

SECTION II. SHELTER ADMINISTRATION

A. PROGRAM DESCRIPTION

1. Population Served

Year-Round Emergency Shelter Program and Navigation Services

The Buena Park Navigation Center serves 149 shelter clients (90 beds for men, 49 beds for women, and 10 beds for couples) 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 are 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 Buena Park Navigation Center include homeless adults from the Northern SPA only.

Each new client is screened for sex offender and active felony warrant status before admission (screening takes place prior to the arrival at the facility as part of the bed reservation system), as detailed in the "Admission Criteria and Procedures."

All clients have access to and are encouraged to participate in all services provided. Every client is assigned a Housing Navigator at the time of intake, who will work with them to create a housing plan. All clients are required to work this housing plan as part of their enrollment with Buena Park Navigation Center, and they are notified of this prior to their enrollment with the program.

Access to the shelter is limited to clients that are currently enrolled with Buena Park Navigation Center, and because the Multi-Service Center is fully integrated within the shelter services provided, on-site services are strictly for currently enrolled clients only. If after time, the Shelter Operator, host City and operator partners may consider the Multi-Service Center a public benefit for the broader homeless community and/or the surrounding neighborhood community, they may open participation and access to a larger population.

To manage the impact on the surrounding community, should access to the shelter be opened to a wider population than just the 149 individuals who live in the shelter, the following policies are recommended:

1. Services should be accessed by appointment only; no walk-ins will be accepted;

2. On-site partner agencies must be responsible for coordination of service appointments;

3. On-site partner agencies must be responsible for providing transportation options to and from the shelter for scheduled appointments.

2. Program Description

Buena Park Navigation Center is designed to provide safe shelter, basic needs, and access to support to move individuals out of homelessness and into permanent housing opportunities.

Access to safe shelter

Buena Park Navigation Center accommodates overnight sleeping for 149 individuals per evening. Access to Buena Park 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 is handled through a reservation system. Walk-ins will not be permitted.

Length of Stay

There is no set minimum and the maximum length of stay is 90 consecutive days. Clients at Buena Park Navigation Center may stay enrolled with the program past the 90 days if they remain good neighbors and dedicated to working their personalized Housing Plan. This extended stay may be granted through an Extension Request process that is overseen by each client's Housing Navigator and Program Management team. The client must complete a Request for Extension Application which, if granted, may extend their stay for an additional 90 days. Each client is assigned a 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 90 days, intensified housing location and exit plan strategies will be implemented.

Consistent with national best practices and trends, the goal for length of stay should be 30 days or less. The Operator maintains a report that accounts for clients with lengths of stay exceeding 180 days and reasons why with accountability to Advisory Committees.

Sleeping Areas

Bed types consist of single beds. Each client is assigned a bed and bedding for the length of their stay. Every client is made aware upon intake that they may need to switch beds as the need requires it.

Transgendered clients may be assigned to beds in whichever dorm is appropriate to the gender with which they identify.

Below is the available bed breakdown at Buena Park Navigation Center:

- TOTAL BEDS: 149
  - **Total Men's Beds: 90**
  - **Total Women's Beds: 49**
  - **Total Couples Beds: 10**

There is a men's dorm, a women's dorm and a couple's dorm. No male clients are allowed in the women's dorm without specific permission and close guidance from staff. The same is true of female clients in the men's dorm.

Meals

Breakfast, lunch, dinner and snacks are provided for all clients in the central dining area, referred to as "The Commons". Meals are cooked off-site by a third party vendor and brought on-site and served. Clients in need of specialty diets can make requests for these diets at intake or through a request for accommodation process. The Shelter Operator coordinates with a licensed food vendor to provide meals from within the kitchen.

Hygiene Facilities

Hygiene facilities are provided on-site including toilets, showers and laundry facilities. Clients are encouraged to utilize these facilities as daily resources to them. Toiletries are provided by the Shelter Operator to clients as needed, and there is one All-Gender restroom available for those who need.

Clients of the program are required to shower and turn in their laundry for cleaning on a regular basis, as outlined in the Health and Safety Policies.

Transportation

Non-referred persons ("walk-ups") are prohibited from receiving shelter access. New and returning clients receive direct transportation to and from the shelter daily, and those with street-legal personal motor vehicles are permitted to use their vehicles and park them on site if parking is available or off-site in a public lot at the owner's own risk. Dates and times for daily pick-ups are outlined in the "Transportation Policies." Buena Park Navigation Center will use designated locations that provide ample geographic range for those seeking shelter services in the city of Buena Park and serves to minimize community impact and safety considerations. Each chosen location has been selected in coordination with service providers, public safety, and City input. The Operator does not drop-off/pick-up other than at agreed upon locations, unless for medical emergencies, or with specific permission and guidance from management and community partners for special events/occasions.

Security

The Shelter Operator follows policies and procedures that promote utmost safety for clients, staff, volunteers, and the community and strives to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate. The security plan includes a multi- faceted approach involving screening for sex offenders, convicted arsonists, and individuals with open felony warrants, secured and separate entrances and exits, security searches, confiscation of harmful contraband, trained security personnel providing around-the-clock indoor and outdoor coverage, security and smoke alarms, cameras and lighting. Other program elements which support security efforts include no walk ups and no loitering policies.

Storage

All clients have access to indoor and rolling personal storage space. Each client is assigned a personal storage bin for personal valuables and is permitted to keep a limited amount of personal effects at their bedside in provided lockable storage containers. One rolling outdoor storage bin is also available to each client. Additionally, clients may store temperature-sensitive medication in a locked refrigerator accessible only by program staff.

Housing Navigation Services

Upon entering the shelter, each client is assigned a Housing Navigator. The primary function of the 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 Housing Navigator provides resources and support to the client during their stay, including encouraging them to access any and all services provided on-site. The Housing Navigator ensures that all clients are entered into the Coordinated Entry System, as the first line of housing engagement.

Together, each Housing Navigator and client completes a personalized Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting with the client at least weekly, the Housing Navigator documents their progress towards the actions outlined in the Housing Plan.

Daytime Program Activities

As a 24-hour Year-Round Emergency Shelter Program, the Shelter Operator encourages all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Daytime program activities include but are not limited to, the following:

- Full access to any and all on-site service providers;
- Life skills classes and workshops;
- Indoor and outdoor recreational activities (ex: exercise classes; ping pong, library time, space permitting)

3. Services Provided

Buena Park Navigation Center incorporates a combination of basic needs services as well as supportive services aimed at creating pathways into housing.

The following *services* are provided:

1. Intake/Assessment/Housing Navigation
2. Crisis Evaluation/Mental Health Evaluation Services
3. On-site Centralized Intake
4. Domestic Violence Referrals
5. Shelter Beds
6. Health Clinic
7. Transportation Services and Assistance
8. Computers and Email access
9. Security
10. Meals and Food
11. Homeless Prevention and Diversion Assistance
12. Crisis Evaluation Referrals
13. 211 referrals
14. Employment and Job Placement Resources
15. Substance Abuse Treatment Referrals
16. Mental Health Treatment (on or off site)
17. Laundry
18. Client Storage
19. Respite facilities (a quiet space for clients to rest away from the noise of shelter life)
20. Recreational Activities
21. Dog Walk Area and Pet Services
22. Clothing Donation and Distribution
23. Electronic Charging Stations

4. Coordinated Entry System Integration

Buena Park Navigation Center serves as a designated "Entry Point" of the Coordinated Entry System. The Shelter Operator's staffing plan includes designated staff to conduct Diversion screening and prevent those with other resources from entering the homeless shelter system. Housing Navigators assist Buena Park Navigation Center clients obtain the vital documents necessary 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 expectations set forth by the U.S. Department of Housing and Urban Development's HEARTH Act.

Buena Park Navigation Center is not regarded as a singular program, as it provides support to Orange County's Northern SPA 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 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?

100% of guests served at the Buena Park Navigation Center will be literally homeless.

b. Overall Reduction in Number of Persons Who Experience Homelessness -
Are overall rates of homelessness declining? Is street homelessness declining? Is chronic homelessness declining?

30% of clients who exit the Buena Park Navigation Center to known destinations will exit into permanent housing.

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.

Length of stay at the Buena Park Navigation Center will target national averages for shelter length of stay.

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?

Over 90% of clients enrolled at the Buena Park Navigation Center will create a housing plan with their navigator and will enroll in the Coordinated Entry System.

e. Reduction in Recidivism (subsequent return to homelessness)
Are repeat occurrences of homelessness avoided or declining?

75% of Buena Park Navigation Center clients who exit to permanent housing will not return to the homeless management system in the next year.

6. Program Layout

Buena Park Navigation Center is located at 6490 Caballero Blvd. in Buena Park, CA 90620. The program's current space layout is as follows (rough estimates):

TOTAL SQUARE FOOTAGE OF BUILDING: 15,360 ft^2

- **Total Dormitory: 7,252 ft^2**
  - Men's Dorm: 4512 ft^2
  - Women's Dorm: 2240 ft^2
  - Couple's Dorm: 500 ft^2

- **Dining/Commons Area:1792 ft^2**
- **Site Administration and Operations Offices: 528 ft^2**
- **Intake and Service Desk: 1024 ft^2**
- **Restroom and Shower Areas: 886 ft^2**
  - Men's: 720 ft^2
  - Woman's: 600 ft^2
  - All Gender: 128
  - Staff Restrooms: 128 ft^2
- **Laundry Facilities: 225 ft^2**
- **Kitchen: 528 ft^2**

In addition, Buena Park Navigation Center also features the following:

- **Outdoor Facilities/Areas**
  - Outdoor Common Area
  - Bike Rack Area
  - Dog Run

B. PROGRAM DESCRIPTION

1. Client Program Expectations

Prospective clients must be able to perform all aspects of their care and ADLs (Activities of Daily Living, including but not limited to: feeding, showering, toileting, transferring, dressing), follow all Buena Park Navigation Center program expectations, and maintain appropriate behavior with consideration for all other clients of the shelter. All clients must review, initial and sign a copy of the "Expectations" document prior to enrollment (Attachments B and C). At intake, staff assists any and all clients who may have difficulty understanding or reviewing these expectations, and they are available to client at any time.

2. Identification Requirements

A form of official identification is required to verify identity; however, clients are not denied access to shelter services without one. In the event they do not have official identification, Housing Navigators assist clients in obtaining California ID, and can provide each client with a no-cost ID voucher.

Additionally, all clients receive a shelter-specific identification card upon entering the shelter that will be used for readmission during the duration of their stay. Shelter ID components include a photograph, intake date, date of birth, name and other identifying information.

3. Screening Requirements

No person validated on the sex offender registry (Megan's Law) will be allowed to access the shelter property (screening will take place prior to the arrival at the facility as part of the bed reservation system). Additionally, no person with an open felony warrant or convicted of arson will be allowed to access the shelter property. The Shelter Operator works cooperatively with the local police department and utilizes the Orange County Sheriff's Department's public "Warrant Check" database to screen clients for any open warrants. Staff also utilizes the National Sex Offender Public Website to screen for sex offenses across the country.

4. Bed Reservation System

To minimize neighborhood impact, all clients seeking to access Buena Park Navigation Center and services must do so through a designated Intake and Bed Reservation System using Outreach Grid.

New prospective clients may contact one of the North SPA agencies currently authorized as a point of entry into Buena Park Navigation Center. After the referral agency representative discusses the program with the prospective client, the representative must check bed availability on the Bed Reservation System and verify that the client meets the minimum eligibility requirements including the background check. If the Bed Reservation System indicates that an appropriate bed is available for the client and a reservation is made for the client in Outreach Grid, the representative from the referring agency may transport the client to the Buena Park Navigation Center during the timeframe indicated in the reservation system to complete the intake process. Clients will be screened for diversion and/or homeless prevention services, utilizing the Coordinated Entry System's Diversion and Homeless Prevention Questionnaire. If they have an alternate, habitable location where they may stay, they will be diverted from occupying a shelter bed until their resources have been exhausted.

Clients meeting eligibility requirements and background check clearance are assigned a bed reservation number (pending bed availability) and given instructions on transportation options and designated arrival time.

In the event a client who has already enrolled with Buena Park Navigation Center has exited/been exited and is seeking reenrollment, they will be directed to contact the Call Center personally, so program staff may determine eligibility status. Returning clients are not required to reenroll through a referral partner, though they may take that route if desired.

The Shelter Operator provides on-site staff to track daily bed inventory and communicate daily bed vacancies with service providers through Outreach Grid. Additionally, 15 beds (10%) are designated to prioritize referrals from local police and/or for emergency or other qualified special situations.

All new clients are screened using the Outreach Grid system which manages bed reservations and availability.

Beds are assigned based on availability and eligibility results. New clients are instructed to arrive at the designated shuttle pick up location or at the shelter through coordinated transportation, by 9:00 PM each night. Those who do not arrive before 9:00 PM without communicating previous arrangements will forfeit their bed for the night.

A security guard or safety coordinator is assigned to each evening shuttle, and the shuttle driver is provided a nightly manifest which includes all clients who are expected at pickup, including all new clients that are expected. The shuttle will transport clients directly to Buena Park Navigation Center.

Clients are strictly prohibited from loitering in the neighborhood surrounding Buena Park Navigation Center or causing any disruption at any of the shuttle pick up locations at any time. This is part of the Operator's Good Neighbor Policy, which is strictly enforced. Failure to meet these expectations or severe violations of any other program policies could result in termination of the client's enrollment. The operator conducts regular checks of a ½ mile radius in the form of outreach to enforce shelter expectations and avoid loitering and homeless congregations.

Upon arrival, clients must complete a security screening process and work with an Intake Coordinator to be informed of the program expectations of Buena Park Navigation Center, and complete necessary intake paperwork. As part of the Health and Safety guidelines, new clients must also shower on their first night in the shelter, and submit all clothing or additional bedding to be washed.

5. New Clients

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6. Day Leave and Returning Clients

At least two morning shuttles are available to clients who have a desire to leave the facility during the day for employment or personal appointments. At least two evening shuttles are also available to pick up any clients who have left and are returning for the night. Clients are allowed one leave, and one entry per day. All clients must return to Buena Park Navigation Center before a 9:00 PM curfew unless authorized by management for late entry based on school, employment, etc. Requests to arrange late arrival can be made by completing a request for consideration form and are approved by the program manager.

Clients who leave the program during the day must sign out with staff on a form which logs their destination, and the time they are requesting to be picked up. This information is gathered and collated into a nightly "manifest" which is used by the shuttle drivers to guide their evening routes.

Clients arriving later than 9:00 PM for special unexpected circumstances (such as or discharge from the hospital) must communicate their anticipated arrival time with their Housing Navigator or Site Leader and receive approval for a late entry to be excused. Failure to communicate this could result in an Action Plan which could potentially result in termination, as subject to the "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 and walk ups will be allowed.

7. Hours of Operation

Buena Park 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. Service Providers may schedule on-site services to occur at almost any time, and the service schedule is different each day. Below is a Programing Schedule that is in effect on most days for general shelter activities:

5:00 AM – 8:00 AM	*Breakfast served*
6:00 AM – 10:AM	*First and second wave of morning shuttle drop-offs*
10:00 AM – 12:00 PM	*Dorms are closed (Monday-Friday)*
11:00 AM – 1:00 PM	*Lunch served*
3:00 PM – 4:00 PM	*Snack served*
4:00 PM	*First* wave of evening shuttle pick-ups
6:00 PM – 9:00 PM	*Dinner served*
7:00 PM	*Second (final) wave of evening shuttle pick-ups*
9:00 PM	*Curfew*
10:00 PM	*Lights Out in Sleeping Area*

C. Overflow Management

1. Coordinated Service Delivery Plan

There are times that the need for shelter beds outweighs the capacity of the 149 bed Buena Park Navigation Center Program, Therefore, a Coordinated Service Delivery Plan is implemented as needed, which includes coordination of the following diversion and redirection strategies:

a. Homeless Diversion
The Shelter Operator includes homeless diversion screening at the point of intake to ensure that those with alternative resources will not be accessing the homeless system. If clients identify at intake that they have a viable housing alternative to the shelter, The Operator can provide resources to connect the client to that alternative. The Shelter Operator utilizes all available resources to offer successful diversion assistance and, if they cannot provide the assistance themselves, call on other agencies within the Continuum of Care.

b. Coordination with Family Shelter Programs
As a frontline strategy, the Shelter Operator works with family shelters and other agencies to redirect any families who may arrive seeking shelter at Buena Park Navigation Center.

c. Coordination and Transitional and Bridge Housing providers
The Shelter Operator works with other service providers to utilize Transitional and/or Bridge Housing vacancies when available. This form of housing can 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 Program's bed turnover rate as clients are successfully matched to alternate housing opportunities.

d. Coordination with other Year Round Emergency Shelter Program providers
As more year round shelters come online, the Shelter Operator will partner with other providers and programs 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 ensures that the 149-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 its "no walk-up" policy. However, the following option could be utilized by the Operator:

- Utilize alternative locations (churches) for additional beds that may accommodate homeless without a bed reservation during inclement weather or disaster. (Note that this option has budget implications/funding considerations for local government agencies.)

D. Exit and Re-Admission

1. Exit and Readmission Policies

Clients are 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.

Mercy House's exit policy complies to Orange County's Shelter Standard of Care. When a client exits of their own volition or is exited for shelter violations, the client may contact the Call Center to screen for readmission eligibility after the time designated by staff (on average after 30 days). Clients who self exit are eligible for return provided a bed is available. Each client's actual length of exit will depend on the severity of the infraction or safety violations. The Shelter Operator is balanced in their approach to program exits and readmission policies as it pertains to violations of the program expectations. The expectations include considerations for maintaining a safe and effective facility, safety for clients, volunteers, staff and the surrounding neighborhood. As written, they demonstrate compassion toward both homeless individuals who face increasingly vulnerable situations if forced to exit from a shelter situation to places not suitable for human habitation, as well as the community in which the program operates.

Violations of these expectations are documented and tallied by use of a notice called an Action Plan. The intent of the action plan is to discuss with the violation with the guest to ensure they fully understand the expectation and why their behavior was a violation. Additionally, the guest has the opportunity to create a plan to avoid further violations. For most infractions of the program expectations, staff utilizes verbal warnings and Action Plans. After five (or three of the same) Action Plans a guest may be asked to leave.

Severe infractions include open alcohol or use of drugs on a shuttle, violent attacks/fights, possession of weapons, etc. The Shelter Operator maintains a zero tolerance policy towards violence, sexual misconduct, other criminal activity, and drugs and medications used or possessed beyond the scope permitted in the program's Health Polices. These behaviors, when substantiated, may be grounds for immediate enrollment termination upon a first offense and a minimum of 30 days out-of-program prior to readmission eligibility.

Clients who use the facility, programs, and services in violation of a specific rule are obliged to adhere to those consequences. Depending on the circumstances, the consequences of these actions may also be subject to intervention by law enforcement, and if necessary, prosecution up to the limit of the law. To whatever extent is possible, when a client exits the program, Mercy House will work with them to create an exit plan which can include referrals to other services that they are eligible for, potentially including other shelters in the North SPA.

2. Exit Procedures

When a client is asked to exit due to repeated violations of the program expectations, violence, or criminal activity, security escorts the person out of the building and staff provides transportation to one of the approved drop-off locations out of the surrounding area. In the event that an exited person refuses transportation off-site, they are advised once again of the Good Neighbor Policy and reminded that any incidents in the surrounding area may affect their ability to reenroll. Staff and security closely monitor any clients who leave by foot or bicycle until they are out of the immediate surrounding area.

E. Housing Navigation Services Policy

Upon entering the shelter, each client is assigned a Housing Navigator. The primary function of the 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 Housing Navigator provides resources and support to the client during their stay, including encouraging them to access any and all services provided on-site.

The Housing Navigator ensures that all clients who agree and do not have other housing opportunities are entered into the Coordinated Entry System for a potential housing intervention opportunity.

Together, each Housing Navigator works with the client to complete a personalized Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting with the client weekly the Housing Navigator documents their progress towards the actions outlined in the Housing Plan.

Housing Navigators assist clients obtain the necessary documentation to move forward in their housing connection process, once matched to permanent housing opportunities by Coordinated Entry.

Additionally, Housing Navigators will work with clients to provide referrals to on-site services as well as any community referrals that may be helpful necessary.

1. Documentation of Housing Navigation Services and Data Security Policies

The Housing Navigators keep case notes in both hard copy paper files and in the HMIS database to track every client's progress and participation in Buena Park Navigation Center. These files are also used to track the resources and referrals given, support rendered, and any Action Plans the client may accrue. Outcomes are recorded at exit and throughout participation in the program.

Paper files are stored in a secure locked location, only accessible by necessary staff.

The Shelter Operator uses HMIS as its primary database and ensures that every client completes and signs an OC HMIS Client Consent Form upon entry into the program. Any client who refuses consent is entered into HMIS with a simple identifier

only. A Data Specialist works with the Housing Navigators to ensure optimum collection of all HUD Data standards as required by the HMIS system.

The Shelter Operator has a policy restricting computer access records and client information to authorized staff. All staff computers, database and HMIS access requires passwords by authorized users.

Disclosure of client information to other social service agencies may be permitted only with the client's written consent, in the form of a Release/Authorization of Information. Disclosure of records relating to clients may be released without client consent in certain circumstances as required by law.

F. Daytime Program Policies

Clients enrolled at Buena Park Navigation Center may, but are not required to, leave the facility during the day. However, the Shelter Operator encourages all clients to stay on-site during the day and to take advantage of the on-site services and amenities provided to them during the daytime. Access to the dorms is limited during the day to encourage clients to become active participants of these activities, and to allow staff/security to clean and secure the dorms without client traffic.

At least two morning shuttles are available to clients who have a desire to leave the facility during the day for employment or personal appointments. At least two evening shuttles are also available to pick up any clients who have left and are returning for the night. Clients are allowed one leave, and one entry per day, unless allowed otherwise by the Management or Navigation Team.

If not utilizing the shuttle services, clients are encouraged to stay at the facility. Clients have access to any daytime services offered through the Buena Park Navigation Center partner organizations and are also able to meet with their assigned Housing Navigator on a weekly basis. They also have access to activities provided by shelter staff and volunteer organizations. Clients are welcome to enjoy the Commons Hall, Computer Lab, and designated outdoor spaces.

G. Multi-Service Center Program Policies

1. Outside Multi-Service Center Clients

Because the design of the Multi-Service Center is fully integrated with the general shelter, access is limited to the current clients of Buena Park Navigation Center.

2. Lead Agency Protocols

The role of the Shelter Operator is not to provide all of the supportive services offered at the Multi- Service Center but to recruit and manage a group of partner agencies specialized in providing an array of supportive services beneficial to clients of Buena Park Navigation Center.

The Shelter Operator ensures that the Multi-Service Center has flexible hours to allow clients to come before or after work, or alternatively, on the weekends if possible. The Shelter Operator also engages participation in and facilitates quarterly meetings of the Service Partner Advisory Board.

3. Requirements for Service Provider Partners

All service providers who desire to offer direct services at Buena Park Navigation Center must complete a formal Memorandum of Understanding (MOU) with the Shelter Operator before they can be added to the service calendar.

Responsibilities of the Service Provider Partners 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;
- Ensure that all clients are aware of Multi-Service Center rules and enact appropriate enforcement of client shelter rules for their clients if and when necessary;
- Agree to share service output and outcome information
- Communicate room reservation conflicts with Program staff in advance;
- Respect, maintain and keep clean all areas of the Multi-Service Center;
- Respect and cooperate with Shelter Operator staff, other service providers and clients;
- Participate in quarterly Service Partner Advisory Board meetings and provide input to the improvement of Buena Park Navigation Center.
- Screen clients for eligibility (no sex offenses or felonies with open warrants will be allowed on- site).

H. Good Neighbor Policy – Community Coordination and Communications

1. Communications and Coordination with Neighborhood, Business and Public

The Shelter Operator is committed to communication with neighbors on an ongoing basis. As part of this commitment, the Shelter Operator has helped facilitate a number of Community Forums, prior to opening, and can facilitate additional forums if needed. These Community Forums have provided opportunities to answer any questions members of the surrounding community might have on the operation of Buena Park Navigation Center.

A public inquiry phone number and contact information will be posted. Community stakeholders may call this number for information about the site or to have any questions answered. The phone number exists as a resource for community members and will remain connected as long as the Program is open and operational. Any community complaints and/or inquiries about Buena Park Navigation Center are recorded and forwarded to the appropriate staff for prompt (60 minutes) investigation. The Shelter Operator is fully committed to an appropriate customer service response and considers the resolution of community complaints a high priority.

The Shelter Operator also maintains a website which includes important information for community stakeholders and clients alike. The website includes a “Frequently Asked Questions” section which helps to provide instant answers to community concerns. Additionally, the website includes a digital copy of the Shelter Operator’s full “Good Neighbor Policy” and “Management and Operational Plan” to be made accessible to the public.

Limited tours of the facility may be available on specific days by scheduling an appointment with the Operator and City.

The Shelter Operator has program brochures available on-site and is able to disseminate these resources to groups throughout the community. Information on the brochures highlights the various services at the facility as well as criteria for admission and eligibility. Volunteer, in-kind and donation opportunities are also listed for those who wish to support the program.

The Shelter Operator follows a specific set of media guidelines and has an appointed Public Relations team to handle all media requests. The Public Relations team is charged with ensuring that the public is regularly updated on the progress and successes of the shelter program through various local media outlets.

2. Communication and Coordination with Local Police and Fire Departments

The Shelter Operator is committed to communicating and working collaboratively with local police and fire departments through all stages of program implementation - from facility design to program execution. The intention of the Shelter Operator is to act as self-sufficiently as possible and minimize the shelter's impact on the local police and fire departments. This includes ensuring that staff and security are trained to properly manage and respond to an extensive array of difficult situations that may occur at shelter.

The Shelter Operator and site provides an array of services and support that are beneficial to local police and fire departments. These services include, but will not be limited, to:

● Staff and Security Officers stationed on-site 24 hours (and on-board the shuttle in evening hours);

● Designated beds reserved each night for law enforcement referrals (including percentage set- aside for the host city);

● An Outreach Team will monitor surrounding area to control issues of loitering, abandoned property, and other blight;

● Training opportunities on mental illness, homeless sensitivity or other topics of interest to supplement existing department trainings;

● Direct referral access to the Coordinated Entry system to assist local law enforcement officers connect homeless individuals with housing opportunities;

● Statistical reports on number of clients served, length of stay and/or demographic information.

3. Communications and Coordination with City, County, and Service Providers

Operation of Buena Park Navigation Center is for the public good and to move the homeless Continuum of Care system, as a whole, forward. As such, successful implementation of Buena Park Navigation Center requires the partnership of various stakeholders including the City, County and other Service Providers.

The Shelter Operator is committed to working cooperatively with numerous other service providers, community, and government organizations to serve the needs of the homeless population.

In order to effectively manage and operate a robust Multi-Service Center that provides an array of services for the shelter clients, the Shelter Operator demonstrates collaboration and willingness to engage other service providers.

Additionally, the Shelter Provider is responsive to and provides support to the City Manager or designee, in relation to the outcomes and operation of the program.

4. Policies for Community Involvement

The Shelter Operator is committed to active participation in city and county-wide community events. To the extent reasonable and feasible, representatives of the Shelter Operator attend meetings of the local Neighborhood Associations and local Chamber of Commerce when invited and communicates with neighborhood and business participants as needed.

5. Policies for Neighborhood Outreach Patrol

A staff-led Neighborhood Outreach Patrol assembles several times a week to monitor a 1/2-mile radius around the shelter perimeter. The role of this Outreach is to monitor, promote cleanliness, engage with neighbors, and enhance safety and community in the immediate vicinity.

Additionally, this Patrol provides intervention for issues of loitering, unauthorized parking of client vehicles in the neighborhood, abandoned property, shopping carts and other blight. A log is kept of the weekly Outreach patrols. The following actions are completed by the Neighborhood Outreach Patrol:

- All litter and trash items related to the Program are removed from the area and properly disposed;
- Any currently enrolled Clients found loitering in the area are issued a warning. Violations of this rule may cause a client to be exited from the facility;
- Unauthorized parking of client vehicles in the neighborhood are subject to towing;
- Shelter Operator will contact city-designated shopping cart retrieval program to collect all shopping carts found that do not contain items of personal property;
- Shelter Operator utilizes city-designated maintenance apps on mobile devices for removing personal property foundin surrounding area and tracks calls made for services;
- Shelter Operator conducts outreach and engagement activities to non-enrolled homeless individuals in surrounding community.

I. Navigation Advisory Commission

The Navigation Advisory Commission is established and maintained to provide review of the operations of Buena Park Navigation Center, enhance community relations, and bring information of any strengths and concerns from the neighborhood, local businesses, city and county entities, service provider partners and shelter clients about the operation of Buena Park Navigation Center.

1. Composition of Commission

The Navigation Advisory Commission represents different stakeholders and interests with the composition approved by the Buena Park City Council.

2. Meeting Schedule

The Navigation Advisory Commission will meet as needed (at minimum twice annually) as determined and approved by the Buena Park City Council.

Additional meetings can be held as needed as a way for any member to agenized issues or to be able to request a special meeting.

3. Accountability and Grievance Process and Policies

In addition to providing input to the operation of Buena Park Navigation Center, the Navigation Advisory Committee is also tasked with the on-going review of the Shelter Providers ability to effectively administer its Operational Plan and Good Neighbor Policies. In the event that a Navigation Advisory Commission member finds concerns over the Shelter Operator's implementation of the program, the following processes and policies will be enacted to allow the Shelter Operator to make corrective actions toward such grievances:

1) Once a grievance has been filed, Shelter Operator and Navigation Advisory Commission will create, at the meeting in which the grievance is filed, an action-plan to resolve the issues by the next regularly scheduled commission meeting;

2) At the next meeting, the action plan's outcomes will be reviewed to determine if the issue has been resolved;
3) If the issue has not been resolved, but the Shelter Operator has provided evidence of a good faith effort to follow the course of actions outlined on the plan, they will be given an additional 90-days to enact an alternative plan;
4) If the issue has not been resolved and the Shelter Operator has not demonstrated or provided evidence of following the course of actions outlined in the plan, a formal complaint will be sent to the City for investigation and possible termination of the Shelter Operator Contract. The City shall have a plan for operation of the shelter if the shelter operator is terminated by the City, 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 City Council.

Additionally, law enforcement has the ability to bring forward operator non-performance directly to the City

4. Reports to the Commission

The Operator will provide quarterly statistical report to the committee at meetings to include data on shelter program outcomes: unduplicated clients served, number of entries and exits and the nature of exits, as well as length of stay information.

J. Safety Policies

1. Facility Maintenance

The Shelter Operator keeps a schedule for regular facility maintenance and cleaning. The Program contracts with a janitorial service to provide daily cleaning services for all areas utilized by clients and weekly for office space and the Multi-Service Center areas. In addition, Program Staff also personally maintains a round-the-clock cleaning schedule which addresses each area of the facility.

Shelter Staff attends to regular minor maintenance duties and repairs. Major repairs are reported to the Program Manager and depending on the work needed may be sent out to an approved list of vendors for bids, approval, and completion. Maintenance and cleaning forms are used to track completion of each task and submitted to management on a daily basis. The Shelter Operator is responsible for staff training and performance in these duties.

The outside grounds are 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 is reported to Program Manager for removal within 24 hours.

The Shelter Operator is committed to maintaining a pest free environment throughout the premises. As such, no open food or drink is allowed in the dorms and sleeping areas, with the exception of water. Trash bags are emptied throughout the day in all areas as they become full. Inspection of client spaces and lockers are conducted for any items that would attract pests. All staff receives appropriate training for the identification of common pests as well as prevention and control measures. A Pest Control company is contracted by the Shelter Operator and comes regularly to spray for bugs, check for infestation of pests, and performs other pest prevention or extermination treatments that might be seen on their visits or reported by staff.

2. Fire and Earthquake Safety

<u>Evacuation Plan for Ambulatory and Non-Ambulatory Residents</u>

All shelter staff are trained in protecting the safety of everyone in the facility. Staff respond quickly and safely when an emergency, incident, or natural disaster occurs. Evacuation Routes and Exits are posted in each major area of facility. An evacuation point outside has been designated to the rear of the building, near the storage shed on the north-east corner of the property.

In the event of an emergency, the present site lead during the emergency will notify all staff and clients to evacuate, call 911, and direct the evacuation itself. Staff will be assigned to oversee the evacuation of clients in each work area. Staff will check client areas, assign assistance to non-ambulatory and disabled persons, and lead clients to safety through the nearest safe evacuation exit. Staff will assemble clients outside at designated evacuation point, read bed list for attendance and search for any missing clients as safety conditions allow.

In case of fire these additional protocols will be completed:

- The Program Manager or lead staff member will pull the nearest fire alarm if it is not already sounding; the Fire Department monitors the alarm and will respond immediately.

- While evacuating clients, staff will attempt to close all door(s), if safe to do so.

- Before exiting a room, the Program Manager or lead staff member will touch back of hand to the door to determine if the door is cool, then open it a crack, smell for smoke, and if deemed safe, open the door and leave the building to the evacuation meeting point.

- If the door is hot, it will not be 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 site keys.

- Staff will contact the Program Manager or their proxy as soon as possible, if not onsite.

- Staff will report incident and procedure in Incident Report and staff shift notes as directed in shelter policy.

If the weather is inclement and if the evacuation will not be short, staff will:

- Contact the Program Manager to identify evacuation locations and disaster team if assistance is needed for client shelter, meals or services.

- Contact other Homeless Providers for services as needed.

For a false alarm or other short-term evacuation, staff will direct occupants back into the building once the Fire Department has authorized an “all-clear” call.

3. Fire Prevention Procedures

Buena Park Navigation Center was approved by the Fire Department for all fire codes, sprinklers, alarms, and exits prior to service implementation. Emergency lighting has been installed both inside the facility and outside on the grounds for safety and in compliance with all codes.

No smoking is allowed inside or outside the building within 20 feet of doors. A smoking section is designated and a sign is posted in the enclosed patio area.

4. Fire Drills and Documentation

Fire drills are conducted at least quarterly. Documentation of fire drills are kept for three years in Shelter Management Files.

5. Fire Inspections and Extinguishers

The most recent annual fire inspection is posted in a designated area of Buena Park Navigation Center facility and is included in the Shelter Management files. Fire extinguishers are hung in each area of the building as shown in facility plans and in evacuation plan. Fire extinguishers are inspected and maintained per city and county requirements. A certificate of the last most recent fire inspection is posted in a visible designated area.

6. Earthquake Safety

Earthquake drills are conducted quarterly by staff. The evacuation route and procedures are the same as for other hazards. A client tally and search will be conducted once the evacuation is conducted.

In case of an actual earthquake that causes damage to facility or grounds, the Fire Department will be called to inspect the facility as soon as safety permits. Clients will be evacuated from building and transported to other shelter as needed.

K. Security Plan

The Shelter Operator follows policies and procedures that promote the utmost safety for clients, staff, volunteers, and the community and strives to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate. Acts of violence upon guests, staff, volunteers, or community members will not be tolerated.

1. Eligibility Screening

No person validated on a sex offender registry (ex: Megan's Law) can access into Buena Park Navigation Center. Additionally, no person with an open felony warrant or convicted of arson will be allowed to access the shelter property. The Shelter Operator works cooperatively with local law enforcement to screen clients for open warrants. In addition, Program Staff utilizes https://www.nsopw.gov/ to screen for status on national sex offender registries.

2. Secured Entrances

All clients are required to enter the shelter in a coordinated, peaceful fashion.

All clients present identification upon entry. Clients without valid California identification cards are given supportive services to secure a valid identification card. Clients also receive a shelter-specific ID to use for admission into the shelter during the duration of their stay.

All clients and their belongings are checked by security personnel, utilizing security wands each time they enter the facility. Any found prohibited items are seized and illegal contraband is destroyed. Prohibited 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. A more extensive list of examples of Prohibited Items is clearly posted before and at the security checkpoint.

Clients sign in upon entrance, and sign out upon exit from the building.

3. On-site Security Personnel

The Shelter Operator provides a sufficient number of trained security guards to ensure the safety of clients and the surrounding neighborhood, 24 hours a day.

Security is on-site at all times, and conducts security rounds as necessary, and at least once each hour.

Security guards are stationed both inside and outside the shelter to ensure maximum coverage.

Security guards are accessible and visible to clients, and survey facility for any potential concerns. Staff and security communicate with each other via portable electronic equipment (ex: 2-way radios).

Security guards are contracted through a third-party vendor. Security guards carry handcuffs and the option of straight-stream gel pepper spray. The vendor ensures that all security staff are regularly trained and updated as needed. Security guards receive Homelessness Sensitivity Training through the Shelter Operator's resources.

4. Staff Plan

Shift	Hours of Shift	MON	TUE	WED	THU	FRI	SAT	SUN
AM Logistics 1 & AM Janitor	5:00 am - 1:00 pm (9 am - 1 pm Janitor)	8	8	8	8	8	8	8
AM Logistics 2	7:00 am - 3:00 pm	8	8	8	8	8	8	8
AM Logistics 3	7:00 am - 11:00 am	4	4	4	4	4	4	4
AM Logistics 4 & PM Janitor	9:00 am - 5:00 pm (1 pm - 5 pm Janitor)	8	8	8	8	8	8	8
AM Logistics 5	11:00 am - 3:00 pm	4	4	4	4	4	4	4
PM Logistics 1	3:00 pm - 7:00 pm	4	4	4	4	4	4	4
PM Logistics 2	4:00 pm - 8:00 pm	4	4	4	4	4	4	4
PM Logistics 3	4:00 pm - 11:00 pm	7	7	7	7	7	7	7
PM Logistics 4	7:00 pm - 11:00 pm	4	4	4	4	4	4	4
Overnight 1	11:00 pm - 7:00 am	8	8	8	8	8	8	8
Overnight 2	11:00 pm - 7:00 am	8	8	8	8	8	8	8
Outreach 1	12:00 pm - 4:00 pm	4		4			4	
Outreach 2	12:00 pm - 4:00 pm	4		4			4	
AM Safety Coord	7:00 am - 3:00 pm	8	8	8	8	8	8	8
PM Safety Coord 1	1:00 pm - 9:00 pm	8	8	8	8	8	8	8
PM Safety Coord 2	3:00 pm - 11:00 pm	8	8	8	8	8	8	8
Driver Supervisor	AM or PM Driver Times (Fri/Sat Mandatory, Others Vary)		8	8	8	8	8	
AM Driver 1	5:30 am - 1:30 pm	8	8	8	8	8	8	8
AM Driver 2	5:30 am - 1:30 pm	8	8	8	8	8	8	8
PM Driver 1	1:00 pm - 9:00 pm	8	8	8	8	8	8	8
PM Driver 2	1:00 pm - 9:00 pm	8	8	8	8	8	8	8

5. Security

Time	Security Guards
12am - 12pm	2
12pm - 8pm	2
8pm - 12am	2

6. Security Alarms and Cameras

Buena Park Navigation Center is equipped with security cameras both inside and outside, door bells and portable communication device worn by staff. Staff also has access to panic buttons which can silently summon police to the facility during emergency situations.

Site Leads and Security Officers can monitor footage via web-based security servers, on computers at the security desk and administrative office areas. Security footage will be retained digitally for 30 days.

7. Security Lighting

Security lighting is used both inside and outside the facility to highlight the entrances and parking lot. A security officer is available to escort any person to the parking lot or street-side parking after sunset.

8. Loitering Policy

Clients are not allowed to loiter in the surrounding neighborhood. Subsequent violations of this rule result in warnings which may lead to the client's program enrollment being terminated. The Shelter Operator's Good Neighbor Policy includes regular outreach and random checks of the surrounding area to prevent and control loitering issues.

9. De-escalating Conflicts

All employees receive training in communication techniques that are known to be helpful or effective in de-escalating confrontations.

10. Entrance and Exit Procedures

To maintain a safe environment in the shelter, all clients enter and exit through one main entrance and security checkpoint. The entrance is equipped with security cameras inside and outside the facility. Each area of the building is locked when not in use, and the site is "zoned" so that clients only have access to the areas which they need. During sleeping hours clients will have restricted access to other areas of the building. The staff offices are only available by appointment.

All clients must present some kind of ID upon entry, and their person and belongings are searched by security. They sign in upon entrance and sign out upon exit from the building.

All clients enter the property by bus/shuttle or other motor vehicle. Clients are escorted from the designated parking lot area and bus/shuttle drop off area to the shelter entrance. In the event that Multi- Service Center services are opened to the public, those clients would follow the same entrance procedures.

11. Policy regarding storage of client's possessions

All clients have access to limited personal storage space. Each client is assigned a lockable storage bin and lock to go under the bed for personal valuables.

Clients are also assigned rolling storage bins. Upon being assigned the rolling bin, clients 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 effects in their assigned bin to the capacity with which it can still correctly close and be safely rolled to and from the bin storage area. Bins may be accessed, with staff supervision and only during assigned hours during the day. Indoor lockers may be accessed at any time during the day other than “light out”.

All items are stored for the length of the client’s stay at the shelter. The right to store items on-site may be revoked based on violation of rules and at the management’s discretion. Once a client has exited the shelter program, any personal effects may be stored for up to 7 days if needed; after which, the property will be disposed of. Clients who have exited from the shelter program must contact staff to set an appointment to collect their personal belongings within the 7 days.

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. A limited extension to the length property is held may be granted under exigent circumstances, and only by close coordination with management.

No Prohibited Items may be stored inside the shelter. Limited Prohibited Items may be stored in outdoor bins (see Prohibited Items List for examples).

12. Policy Pertaining to Searching of Clients’ Property by Staff

The Shelter staff has the right to inspect all storage areas, including rolling bins and lockers, to ensure compliance with contraband policies.

If Prohibited Items are seen being transferred to a client’s personal rolling bin or locker, or if there is other reasonable suspicion that there are Prohibited Items in a client’s belongings, that storage and belongings may be searched for safety purposes, with or without the client present. Clients are required to use locks provided by the program for this reason. If a client wishes to use their own lock, they must supply management with a copy of their key or the combination. Any unauthorized locks may be cut if needed. When inspecting a client’s belongings without them present, two staff persons are responsible for the search. An authorization form is signed by the client at time of intake. When items are found in the client’s possession that are not illegal paraphernalia, but are also not suitable for storage, clients can choose to have the staff dispose of the item or they may store property off site premises at their own cost. Clients are not allowed to store items in the surrounding neighborhood.

Staff reserves the right to designate a period of time when a client will be ineligible for re-entry to facility, if contraband is found. Length of ineligible time will be documented according to the “Exit and
Readmission Policies”.

13. Policy on Possession of Weapons On-Site

No weapons or items which the staff identifies as being dangerous or obviously capable of harm may be brought into the shelter. Any belongings that a client brings into the building must come through the dedicated security checkpoint so that security can search and inspect them for weapons or items described above. Anyone found attempting to bring these kinds of items past security will be asked to immediately leave the premises and neighborhood of the facility. Sharp objects such as tools, knives or scissors may be stored in outdoor bins, but not taken into shelter living areas. Heavy or blunt hand objects like hammers, bats, or crowbars are also not be allowed into the facility for the same reason.
Transportation off property will be offered to clients in this situation if safety allows.

14. Procedure for Contacting Police

The intention of the Shelter Operator is 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 are trained to properly manage and respond to an array of difficult situations that may occur at shelter.

In establishing a procedure for contacting police, the Shelter Operator works 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. For non-emergency incidents which merit law enforcement attention, staff will call the Buena Park Police Department non-emergency line at (714) 562-3901.

The program established and follows a simple 911 protocol when dealing with incidents at the shelter. All staff members are trained in these procedures. 911 may be called for any medical emergencies, violent behaviors that endanger others, and suicidal ideation. In the event that a client requests 911 be called, staff will take a quick inventory of the situation to decide if 911 should be called immediately or if it would be more appropriate to use an alternate solution: directing to urgent care, Non-emergency Paramedics, shuttle rides to the hospital, or if it is a medical concern that can wait until the client is able to be seen by a nurse or physician on-site, nurse help-lines, or a tele-medicine appointment.

L. Health Policies

1. Housekeeping Policies

The Shelter Operator is committed to, and understands the importance of, maintaining hygienic, sanitary environments for the well-being of clients, volunteers and staff. The Shelter Operator maintains written, standardized housekeeping procedures. Each procedure has been designed for the safety of staff and clients and for a consistent, high standard of housekeeping. Staff are provided with training in these procedures, are monitored in performance of the procedures, and evaluated in their effective use of them. Training also includes education on different hazardous materials with which staff may come into contact when carrying out their assigned work tasks. The complete list of procedures is included in a Shelter Policy and Procedures Manual and made available to all employees.

Shelter staff is responsible for cleaning of the facility. Thorough daily cleaning of all client areas include living quarters, serving and dining areas, and common areas are done using institution strength anti- bacterial products. Bathrooms, showers, and eating areas are given priority attention. The serving and dining areas are cleaned according to strict health standards after each meal. Office space is cleaned weekly or as needed by Shelter staff and partner organizations using the space.

To prevent cross-contamination, clients are encouraged to store personal toiletries in plastic sealable bags on their beds when not in use. Clients are assigned a set of linens at intake for their use while in the shelter. The client is responsible for making and maintaining their bed each morning. Staff washes linens and client laundry weekly in hot water with bleach (except when cleaning clients' colored laundry) unless special circumstances require more regular cleaning.

All staff practice universal precautions in handling laundry, cleaning of facility, and general self-health care. Specifically:

- Staff wear appropriate protective garments (i.e. gloves) while completing tasks;
- Staff use recommended disinfecting cleaning products for each area of facility;
- Staff practice required hand-washing procedures;
- Serving staff are trained in and practice required food-handling procedures;
- All client clothes are washed upon initial intake and weekly thereafter;
- All laundry is handled according to safety and washing procedures;
- Staff and volunteers follow a set of Program Rules and Regulations for working when they are sick/contagious.

The outside grounds are included in the housekeeping standards and schedule. The facility's outside spaces, parking lot, and green areas are cleaned daily from debris and litter. Chairs and tables are cleaned regularly according to agency standards,

and more often when needed. Minor repairs of the facility and grounds are completed by the Shelter staff. Any major repairs or work requiring specialized training are completed by approved vendors.

The Multi-Service Center areas are also included the housekeeping standards and schedule. The Service Partner agencies must adhere to housekeeping procedures as outlined in their MOU agreement. Service Provider Partners are expected to respect and keep their areas clean after usage.

2. Pets, ESAs and Service Animal Policies

If space allows, clients are permitted to bring pets, defined as a dog, cat, or recognized service animal, excluding exotic and wild animals.

Only registered animals that are spayed/neutered, have proof of current licensing and vaccinations in Orange County are allowed at the facility. Animals coming into the shelter must also be kept free of fleas, ticks or other pests/parasites. Animals are permitted to stay in the shelter and living areas and must stay in the provided kennels or on a controlled leash while on the grounds.

In order to confirm that an animal is considered a Service Animal, staff may ask if the animal is needed to help with a disability that the client is experiencing, and what specific task the animal can perform.

Because there is no legitimate Service Animal Registry, no registration, Service Animal ID or special tag or vests are necessary.

The health and well-being of all animals brought into the shelter is the sole responsibility of their owner. Clients must feed and clean up after their animals, and Shelter Staff is not required to provide food, although animal food may be regularly available through donations from the program's partners. Clients who are unable to care for or feed for their pets or cannot control them while at the shelter are asked to remove the pets from the facility.

If the Shelter Operator partners with a Veterinarian, clients may be required to keep regular pet-health appointments.

3. Possession and Use of Controlled Substances

The Shelter Operator has strict policies prohibiting the possession or use of alcohol or controlled substances at or in the vicinity of Buena Park Navigation Center and its Shuttle Pickup Locations by employees, residents, clients, and general public.

It is the intent of the Shelter Operator to promote a safe, healthy and productive environment for everyone. Staff recognizes that the illegal and/or excessive use of drugs and alcohol, or the inappropriate use of prescribed drugs is not conducive to a safe living environment. It is the objective of the Shelter Operator to have an environment that is free from the influence of controlled substances and alcohol at all times on premises. The unlawful purchase, possession, transfer, manufacturing, distribution, dispensation or use of any illegal drug is inconsistent with the objective of operating in a safe and efficient manner and is strictly prohibited and is contrary to mission of Buena Park Navigation Center.

4. Policy for Drug Possession

Staff reserves the right to refuse entrance to any client who is noticeably under the influence and exhibiting behavior that is unsafe or inappropriate due to influence. If alcohol, illegal substances, or

paraphernalia are found in client's possession after they have completed entry paperwork and necessary security screenings, that client may be issued an Action Plan which may result in the termination of their enrollment, depending on the type of contraband. They may be given a time frame of their next eligible readmission date. The illegal drug or alcohol is disposed of and documented by two staff following written protocol in a Policy and Procedures Manual.

5. Security, Use and Access of Prescription Medications

Clients are allowed to hold and control their own medication, provided that they maintain a current prescription and that the medication is kept in the appropriate original container. If a medication needs to be refrigerated, the medication is packaged and labeled with person's name, bed number, and name of medication and placed inside a designated locked refrigerator which can only be accessed by staff.

Clients whose medications are stored in the locked refrigerator can retrieve them as soon as possible by placing a request to the staff on duty. The clients are responsible for the safe keeping of and taking their own medications within limits of how they are prescribed. Only the person whose name is on the medications is 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, although identification cannot be verified in this case.

7. Client Access to Emergency and Medical Care

Clients can access medical care at any time. They should communicate to the staff on duty their need for medical care, if possible. Medical support can be accessed through the onsite Medical Wing and/or through local hospitals if and when access to the Medical Wing is not available.

If a client requires first aid items, they may access them from a shelter staff member at the service desk. The staff member may assist the client in basic first aid care with the client's permission, as he/she will be trained in using universal precautions.

In case of a seizure, staff are trained in appropriate safety precautions and call for support from the Medical Wing staff or 911 if a seizure persists or causes bodily harm. If a client needs emergency or serious medical care, the staff on duty will call 911 and follow the 911 operator's 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. For non-emergency incidents, staff will assess the situation and connect the client with an appropriate care provider such as: on-site medical partner, urgent care, referral to the clients primary care doctor, on a case-by-case basis.

Program staff are also trained on the use of the overdose rescue drug known as Narcan. Program staff work with community partners and distributors to ensure that Narcan is available in strategic locations within Buena Park Navigation Center.

The Program Manager will be called as soon as possible following a major incident. After any client emergency or incident has been controlled, the lead staff member completes an Incident Report form which will be sent to the Program Manager and higher-level staff as needed.

8. First Aid Equipment, Supplies and Procedures

The Shelter Provider and/or Medical partner has first aid supplies available at all times. The first aid kits are inspected monthly, updated as items expire, and re-stocked after each use. Staff members are trained annually in universal precautions, basic first aid care, and Mental Health crisis. Any incidents occurring at Buena Park Navigation Center requiring first aid are documented in the daily report and an Incident Report is prepared and sent to Program Manager and other higher-level staff as necessary.

9. Policies & Procedures for Disease Prevention

The Shelter Operator has 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, and will operate in compliance with guidance from County Health Care Agency and the Center For Disease Control. Clients are screened for wellness upon intake to the shelter to limit the risk of exposing the shelter to communicable disease. Universal precautions are practiced 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 follows a set protocol which includes:

- Immediately contacting Supervisor about the situation
- Dealing with any injuries
- Securing the accident scene by obtaining names, addresses, and phone numbers of witnesses if possible, taking photos if possible, and noting any unusual circumstances
- Recording all necessary information to complete a formal report
- Not accepting any responsibility on behalf of the Shelter Operator
- Reporting accidents and 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 Operator will follow guidance of County Health Care Agency and the Center For Disease Control. If the health concern is serious enough, staff may require that the client immediately leave to be seen/evaluated at a local hospital. If a client leaves due to disease, the bedding and client's clothes are washed, bed cleaned, and bedding replaced on bed. Clothes and belongings are stored in designated area and held for the maximum amount of time permitted. The Shelter operates to conform to best health practices and concerns.

Universal precautions are used for all handling of client possessions. Staff follows hand washing techniques recommended by the Health Department.

All staff are regularly tested for TB as required by OSHA standards and written in the Shelter

Operator's Policy and Procedures handbook. If a client shows symptoms of tuberculosis, the client is sent for medical diagnosis and asked to receive a TB test. TB testing can be made available to clients through the Medical Services on-site as a community health benefit.

M. Food Policies

1. Provision of Nutritional Needs of Clients

The Shelter Operator provides a breakfast, lunch and hot dinner to each client every day. Meals are prepared off site by a third-party vendor and brought to the site to be served in the serving area. Meals are nutritious and healthy including a variety of fruits and vegetables. Accommodations can be made on a case-by-case basis for clients with dietary restrictions. Clients in need of specialty diets may request such a diet by submitting a Request for Accommodation to the Program Manager.

The Shelter Operator includes in its in-kind donation strategies, opportunities for food donations and partnerships with local food banks. The Shelter Operator also works with community and church partners and existing community meal service programs to offer opportunities to feed the homeless individuals at the shelter.

Tables and chairs are set up for meals in the Commons Dining Area at the scheduled meal times.

Food is served at designated times of operation for registered shelter clients only. Clients of the Multi- Service Center would not be permitted to access the dining area, nor would they be allowed to participate in daily meals.

2. Meeting the Health Department Standards

The Shelter Operator will meet all Health Department standards. Provisions for the Sanitary Storage and Preparation of Food

Buena Park Navigation Center has adequate space for storage of dry foods, refrigerated foods, and supplies. Separate and secure refrigerator/ freezer space is made available for client medications. The Shelter Operator may provide extra refrigeration and freezer appliances as needed to supplement safe storage of food, if space is available. Current certificates of food handling safety are posted in the serving area. Any volunteers will be supervised by an authorized employee.

All serving area storage areas are cleaned on a planned schedule and outdated food is disposed of. There is a rotation schedule for the storage and use of food in the refrigerators, 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 Buena Park Navigation Center are designed to safely support client needs and minimize potential impact on the adjacent residential neighborhood and businesses.

The following transportation measures have been implemented:

1. Transportation Flow ON and Off Property

The Shelter Provider implemented 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 include provisions for pedestrian, bicycle, personal transportation and bus and shuttle services.

2. Pedestrian Traffic

The shelter operates by bed reservation only and no walk-ins are accepted. The clients are expected to utilize the transportation options that are provided to them by the Shelter Operator, unless they own and drive a personal motor vehicle.

Any individual that does walk-up receives information on how to make a bed reservation and is provided transportation to a self-directed location out of the surrounding area to return only when the established reservation protocol has been followed. If a person walks up who refuses transportation off-site, they are notified of the Good Neighbor Policy, and are closely monitored as they leave the area.

3. Bicycle Traffic and Parking

Bicycle racks have been provided on site. Bike locks will be encouraged but are the responsibility of the client to obtain. Clients must complete a simple registration process for any bicycle brought onto the property, and is limited to only one per person. Bus and shuttle transportation vehicles have been designed to transport bicycles to mitigate foot traffic. Bicycles are not allowed to be ridden on or off the facility.

4. Shuttle Transportation Services

Access to the shelter is provided via on-site shuttle transport vehicles.

It was recommended that there be a minimum of three (3) designated drop-off/pick-up locations (Shuttle Stops) that provide ample geographic range for qualified clients seeking shelter services. Several Shuttle Stops were selected by the host city/police department and/or in collaboration with neighboring police departments. The operator does not drop-off/pick-up other than at agreed upon locations unless in exigent circumstances, or with close personal supervision for housing-related travel.

Daily shuttles are provided to transport all screened clients to the Shelter Site. Security guards ride with the shuttle in the evenings to ensure only prescreened clients with bed reservations receive transportation to the shelter. The Shelter Operator also conducts random daily checks of a ½ mile radius around the shelter, as well as the area immediately surrounding the Shuttle Stops to enforce shelter rules and avoid loitering and homeless congregations.

To avoid long-term loitering at the Shuttle Stops, clients may arrive at the Shuttle Stop fifteen (15) minutes before the start of the earliest shuttle departure times. The Shuttle Stops 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 provide pick-ups beginning at 4:00 PM and 7:00 PM, transporting new and returning clients. Prospective new clients must be present at designated pickup locations at a pick-up time agreed upon at the time of referral or they risk forfeiting their bed.

In the case of special circumstances, and only if arrangements have been communicated by the client to their Housing Navigator or Management 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 private or public transportation to return to Buena Park Navigation Center.

Each morning, two shuttle services are provided for clients who desire to leave the shelter for employment and other personal appointments. The scheduled start times are 6:00 AM – 10:00AM.

5. Personal Vehicle Transportation and Parking

The Shelter parking lot is available to clients, staff, volunteers and vendors.

6. Staff Transportation of Clients

Shelter staff members are prohibited from transporting clients in their personal vehicles. Only designated driver staff in shelter owned/operated or contracted vehicles may transport clients, and only for shelter- related purposes.

7. Delivery of Shelter Good and Community Donations

Deliveries of goods donations are to be dropped off in a designated area. The planned location for these designated drop-offs can change depending on on-site activities and take into consideration pedestrian, bike and other vehicle traffic routes to minimize safety risks and impact to the shelter site and surrounding area.

Deliveries of supplies from contracted vendors occur approximately 3xs weekly. The delivery of community donations by private donors occur sporadically and as available. Staff is available 24-7 to ensure safe and effective deliveries of any materials if needed, though it is the intent of the Shelter Provider to receive all deliveries of goods and/or donations will occur between the hours of 10:00 AM and 4:00 PM daily.

O. Financial Policies

1. Financial Requests from Clients

Financial requests from clients (such as for Bus Passes or ID Vouchers) must be requested and received through their Housing Navigator or Site Lead. Clients will sign a designated log when they receive the requested item. All bus passes and vouchers are kept in a locked safe in a locked office or closet at all times when not in use.

The Shelter Operator offers these financial assistance opportunities to clients, when available, and according to basic priority levels based off reason for request and status of housing plan. The Shelter Operator is not obligated to fulfill all financial requests from clients that they receive.

2. Client Possessions and Funds

No clients' personal funds or money are handled by the Shelter staff. Clients with funds that they keep while at the Shelter are solely responsible for their security and safety. It is recommended by staff for clients not to have funds on site to the extent possible, and to store wallets/purses, electronic devices, and any cash in appropriate locked storage. The Shelter Operator has a policy of not being responsible for lost or stolen items that is included in a Policy and Procedures Manual, listed in the signed *Client Expectations* agreement, and read with new clients at the time of intake.

Clients are not permitted to give cash to staff at any time, for any reason.

3. Annual Outside Audit

An independent financial audit of the Shelter Operator is completed on an annual basis. A most current audit is kept on file at the Shelter Operator's administration offices and may be viewed as necessary.

Buena Park Navigation Center is also subject to an annual program monitoring. It is the responsibility of the Shelter Operator to correct any deficiencies reported by the audit within the time limits available to them. Failure to comply may result in the termination of their Shelter Operator contract.

4. Financial Reports Review

Financial reports may be produced each month by the accounting department of the Shelter Operator. These reports may be reviewed by an appropriate Buena Park Finance Designee.

The Shelter Operator reviews financial statements and budgets with each Program Manager on a regular basis. Adjustments are made in spending as necessary.

P. Legal Policies

1. Policy for Compliance with Local Laws

The Shelter Operator follows all Orange County Fire Code requirements, and has staff trained for food handling, CPR, fire drills and other disaster evacuation procedures. The Shelter Operator and staff work cooperatively with local law enforcement to communicate any breaking of laws by clientele while on its premises. Additionally, Shelter staff and

management cooperate with law enforcement agencies on investigations for persons wanted for crimes as much as is possible while maintaining policies on client confidentiality.

2. Policy for Compliance with Labor Laws

The Shelter Operator complies with all required labor laws. OSHA training and reviews are done during staff meetings on an annual basis. OSHA flyers are posted in administrative offices.

The Shelter Operator's wages are at or above minimum wage. Employee breaks, meals, and overtime are monitored legally and compensated as needed. The Shelter Operator is contracted with a company to examine any work injuries. The proper incident reports, Workmen's Compensation forms, and requirements are completed.

Q. Non-Discrimination Policies

The Shelter Operator adheres to a policy of non-discrimination which is stated in the Shelter Operator's Policies and Procedures Manual.

The Shelter Operator does not discriminate in the provision of client care based on age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national or ethnic origin, HIV status, disability, or veteran status.

1. Policy for Compliance with Americans with Disabilities Act

The Shelter Operator complies with appropriate standards of The Americans with Disabilities Act (ADA). The Staff is trained about and is cognizant of any physical disability upon entrance of the client and can assist as needed to conquer any barriers from the structure of the building. Staff receives training to work appropriately with persons with disabilities. All persons are treated with dignity, value, and worth.

2. Gender-Specific Programming Policy

Persons accessing Buena Park Navigation Center services are classified as the gender for which they identify. Staff provides beds to persons of all gender identities, expressions and sexual orientations with due regard to privacy and client rights.

Bathrooms and showers have been constructed with equal privacy for all clients, regardless of sexual orientation, expression, or identity. One all-gender restroom is available at Buena Park Navigation Center. All programs and services are available with the dignity of all clients as highest priority.

3. Sexual Harassment Policy

All clients, volunteers, and employees are expected to be able to coexist at Buena Park Navigation Center in a Trauma-Informed environment, free from sexual harassment and inappropriate sexual behavior.

The Shelter has a zero-tolerance policy for sexual harassment and inappropriate behavior of a sexual nature. No sexual harassment is tolerated by anyone on the facility grounds - including by staff, volunteers, or clients. Clients, staff, and volunteers are notified if in the Shelter Operator's sole discretion any of their remarks, advances, gestures, or attire constitutes sexual harassment toward any person in the facility.

Anyone who believes he or she has been the subject of any such behavior is urged to report it to the staff or supervisor immediately. In the event an individual comes forward with these concerns, a report will be completed and taken to appropriate staff or supervisor for resolution. Reported incidents are investigated on a confidential basis. Provisions are instituted to guard the safety and emotional health of persons who have been victims of a reported incident, as well as any persons initially accused of harassment. If after proper review a person is found to have engaged in sexual harassment or inappropriate behavior of a sexual nature, they will be subject to disciplinary action including possible immediate exit from program or termination from employment.

4. Policy Regarding Sex Offenders

The Shelter Operator has strict requirements for the safety vulnerable adults and children who may frequent the surrounding area. Staff and volunteers are trained in sex abuse definitions, sex offender policies, child abuse, and vulnerable adult abuse. All employees must review this training yearly and be documented to have passed its standards.

As mandated reporters, the Shelter Staff follows federal law requirements in reporting sex offenders. All clients are screened against national sex offender databases, through the National Sex Offender Public Website. Screening is conducted at the time of reservation, and no potential participants with a registered sex offense will be allowed on the shuttle or admitted as clients.

R. Confidentiality Policies

1. Personal Confidentiality

People seek help from emergency shelters at a difficult time in their lives. Their need for service and the help that can be given is determined through sharing of factual and personal information. For this to be effective, every client must be able to trust that every staff member and volunteer hold confidential the shared information.

Therefore, the Shelter staff and Shelter Operator keep strict confidentiality practices as written in its internal Confidentiality Policies. These practices include:

1) Fact of Participation: The fact that an individual is or has been a participant in Buena Park Navigation Center is not disclosed except, where absolutely necessary and after disclosure has been allowed by the client.

   Inquiries by visit, telephone or letter regarding a participant in the program is 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 is permitted only with the person's written consent. Information is withheld where enjoined by law and where by contract The Shelter Operator has agreed to maintain the confidentiality of client records (as under the Privacy Act.)

   Disclosure of information relating to program participants is 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 certain participant information contained in their 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 and shared documents, not progress notes or staff observations. Information provided by other agencies is also not to be shared.

4) Law Enforcement Agencies: Formal requests for information regarding clients originating from law enforcement agents are referred to the Shelter Operator's Management Team and Directors, and if necessary, its Legal Department. Before any official action is taken on any legal request, staff will contact their Legal Department as there are boundaries in place to determine the sharing of information with law enforcement personnel according to its policies on client confidentiality (as stated in the Shelter Operator's Policy Manual) and applicable law.

   When an arrest warrant or a search warrant has been issued by a court after a showing of probable cause, if such a warrant is presented to the facility relating to a client in the residence, staff cooperates 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. This kind of visit by Law Enforcement will be followed up with an Incident Report by staff.

5) Written Consent: If there is any doubt as to whether client information should be disclosed, the consent of the client is first obtained, except as otherwise required by law. The consent will be in writing on a Release of Information form and will identify the information to be disclosed, the person or agency to whom it will be disclosed, and the purpose of the disclosure, and the period of time during which authorization is granted.

6) Abuse Reporting: The Shelter Operator and Shelter staff comply with all state and municipal laws requiring reporting to governmental agencies of instances of child abuse, domestic violence and elder abuse. Staff reports any suspicion or evidence of child abuse or vulnerable adult abuse according to the law's requirements. All staff persons at the shelter are mandatory reporters. An incident report would also be completed and submitted to the Program Manager and any higher- level staff as needed. All staff is trained at the time of hire to spot signs of abuse and to properly document and report it. Trainings are 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 staff, Employment and Housing Navigators, and management staff are authorized to access the HMIS Database. Each staff person must have a separate password for entry. Staff is only to use computers that are authorized and HMIS compliant. No persons without a username and password set up by the Shelter Operator's IT department will have access to staff-only computers.

3. Exceptions to the Confidentiality Policy

All clients are 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.

4. Grievance Policies

The grievance procedure is 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 have the right to file a grievance without the fear of harmful repercussions from staff or other residents.

5. Receiving and Posting

The Grievance Procedure is clearly posted in the Policy and Procedure Manual and available to clients at the shelter facility. It can be easily found in a dedicated binder on the counter at the front Service Desk. Also, posters with this information can be found on the walls of the shelter. A client is 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 Procedure will be read by the client and the client may decide which follow up forms they would like to proceed with completing if follow up is necessary. These forms include

a Request for Consideration form, a formal Grievance Form, as well as a Termination Appeal form. Each form may be filed to begin a grievance investigation and follow up at different levels of management within the Shelter Operator.

6. Meeting with Staff

A program participant can file a grievance to dispute any action or inaction within 48 hours, by submitting a Formal Grievance Form to the Program Manager. The Program Manager will review the grievance to determine if the issue can be immediately resolved at their level of supervision. If the Program Manager is unable to resolve the grievance, or if they are named in the grievance themselves, they will immediately forward it to the Regional Director, who will make every effort to investigate and provide a written decision within 10 business days.

The grievance procedure does not suspend the rules or consequences established in the Shelter Expectations.
Clients have the right to file a grievance without fear of harmful repercussions from staff. The client also has the right to request a 3rd party to assist them through the grievance process. If they choose to have a 3rd party present for the grievance, the client must file a signed release of information prior their involvement.

Step 1:

If you wish to file a grievance, you may obtain a Grievance Form from any program staff member. They are also located within this binder.

Grievances should be written clearly and include the names of all parties involved, a detailed account of the problem and requested action to be taken. Any staff member may assist you if you need assistance in completing the form.
Formal grievance forms should be submitted to the Program Manager. If the complaint is directed towards the Program Manager, the client should submit their grievance directly to the Regional Director whose information can be located on the grievance form.

Formal grievance forms should be submitted to the Program Manager. If the complaint is directed towards the Program Manager, the client should submit their grievance directly to the Regional Director whose information can be located on the grievance form.

Step 2:

The Program Manager will confirm their receipt of and provide a thorough review of any grievance within 3 business days. If the Program Manager can resolve the grievance, they will provide a written determination to the client during that time.

If the issue cannot be resolved at the Program Manager level, the Grievance will be forwarded to the Regional Director.

Step 3:

The Regional Director will review grievances submitted and investigate the complaint and may acquire all documentation and interview involved parties, as necessary.

The Regional Director will make every effort to resolve the conflict or concern with the client and parties involved within 10 business days of receiving the Grievance from the client. This will include an opportunity for the client to discuss their concern, during a meeting, phone call, or videoconference with the Regional Director. The Regional Director will provide a written determination to the client during that time.

Step 4:

If after receiving the final determination from the Regional Supervisor, the person filing the grievance may appeal the decision by writing to the Chief Program Officer (or the Chief Operations Officer if the Chief Program Officer made the prior grievance determination) within 10 business days of receiving the written decision. The Mercy House Officer receiving the appeal shall issue a written decision in response to the appeal no later than 10 business days after its filing.

Step 5:

Clients may also complete the County Grievance Appeal Process that may be filed after the Grievance and appeals process is completed. Information regarding this step will be kept in the Grievance Binder at the Front Desk of every program.

7. Whistleblower Policy

Clients have several ways in which they can share a grievance – verbally or written, anonymous or through a third party. A Suggestions-and-Grievance Box is available in the common area and is checked weekly by staff.

Confidentiality is strictly kept between the person making the complaint and the Program Manager which will withhold information internally to the extent prudent where a complaint involves a staff member or volunteer. The Grievance Procedure will be clearly posted in the Policy and Procedure Manual and available at the facility.

SECTION III. STAFFING AND MANAGEMENT PLAN

A. Staff Policies

1. Hiring Policy

The Shelter Operator is an equal opportunity employer. A copy of its applicable Equal Opportunity and Affirmative Action Policy is available in the Employee Handbook and through the Human Resources department of the Administrative Offices.

All staff positions and newly hired staff are approved by the Human Resources department, Directors and Program Manager, and are thoroughly vetted through a new hire process as outlined below.

2. Screening Procedure

Position openings are posted on various employment-search networking websites. Potential applicants are screened through a two-step interview process.

The first interview is typically scheduled with the Human Resources. If deemed eligible, the applicant may conduct an interview with their potential manager or supervisor at the agency. The Shelter Staff is hired into at-will employment and are subject to annual staff review and probationary training periods overseen by the Program Manager.

3. Acceptance Procedure

A completed application packet is sent to the head of the Human Resources Department who conducts a thorough background check. Every potential applicant is screened for active warrants, violent felony convictions, sexual offenses which require registration, and legal ability to work. Any staff who are in direct contact with clients are also 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 signs a formal job offer form and is provided a job description informational sheet for their records. They also attend a general program orientation led by the Human Resources Department. This orientation covers 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 and all new hires are expected to adhere to these practices when interacting with clients. Program Managers complete a more lengthy program- specific orientation process.

4. Staffing Policies for Safe Humane Environment

The Buena Park Navigation Center is staffed to provide the safest, most dignified environment for all clients. The Navigation Center will be considered a non-bullying environment.

All staff are easily identifiable and are required to wear Shelter Operator- Approved shirts or vests. Staff will be scheduled to optimize safety of staff, volunteers and clients and to provide optimal coverage during hours of high volume.

The **Regional Director of Emergency Services** is responsible for the performance of all Buena Park Navigation Center Activities. Their primary responsibilities include program management, development, and community relations, which includes supervising the Program Manager of Buena Park Navigation Center.

All Shelter operations and staff are supervised by the full time **Program Manager**. The Manager is a full time, salaried position with at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations. The Program Manager is responsible for coordinating all program services for Buena Park Navigation Center. Primary responsibilities include supervising support staff. This position reports directly to the **Regional Director of Emergency Services**.

The **Site Leaders** are responsible for overseeing daily services and activities in Buena Park Navigation Center and provides support for the Multi-Service Center services. They oversee all shelter activities including logistics and client intake, oversee distribution of services, and assist in coordination of volunteers and supportive services. They provide support to staff during designated shifts and assign tasks, oversee administrative duties that support program services. The Site Leaders report directly to the Buena Park Navigation Center Program Manager, reporting any staff or shelter issues as needed.

The **Logistics Coordinators** are responsible for providing supportive services and logistical support to Buena Park Navigation Center during designated shifts. This position requires a flexible work schedule including weekend, morning, evening, and holiday shifts to provide optimal coverage during Shelter hours. This position reports directly to the Buena Park Navigation Center Program Manager, and by proxy, the Site Leaders. This position assists with shelter setup and maintenance, cleanliness and safety of facility, assisting and receiving orders from vendors, laundry, and more as needed.

The **Housing Navigator** position requires at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have working knowledge of mental health and addiction issues. The Housing Navigator provides housing navigation assistance to Shelter clients and conducts an individual assessment of needs, followed by provision of targeted services focused on returning individuals to permanent housing as quickly as possible. The Housing Navigators conduct the VI- SPDAT assessment, determine eligibility, enter assessments into Central Intake System for prioritization and linkage to housing provider, help clients obtain necessary documents, and provide individuals with employment guidance and community resources. When clients are referred to other programs, the Housing Navigator can provide a warm hand-off to the service provider. The Housing Navigator is also responsible for accepting new referrals, completing the Diversion Questionnaire and new client intakes, and prepping all data to be ready for handoff to the Data Entry Specialist.

The **Data Entry Specialist** manages the HMIS and data for reporting requirements. They are responsible for ensuring that HMIS and Coordinated Entry data is complete.

The **Overnight Coordinator** is a full-time position that covers overnight logistics shifts at Buena Park Navigation Center. They resolve conflicts and file incident reports as necessary, report violations and general events in the daily log. This position is largely Logistics based, and a significant amount of cleaning is involved. They also oversee 3rd shift Security crew and conduct safety checks. The Overnight Coordinator provides general support for clients, ensuring their safety during the night.

Volunteers assist with daily ongoing operations of the shelter, and can be utilized every day of the week. Volunteers help the Shelter Staff with setting up and serving meals, clean-up, laundry, daytime activities, as well as minor administrative duties and distribution of donations. There are also opportunities for Volunteers to do special work projects on-site or to hold special events.

All volunteers are assigned to duties that are appropriate for their age and activity level. It is important that volunteers be reliable, and all staff treat them as a vital component of shelter operations.

All the positions requirements and descriptions will be available in the Shelter Operator's Human Resources Department and will be also made readily available to all staff. Please see attached job descriptions.

B. Policies for Staff Training

Buena Park Navigation Center Program staff are trained in emergency evacuation, first aid procedures, mandated reporting policies, crisis intervention, and CPR procedures. These trainings are repeated and updated annually and as needed. Staff also receives 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 also trains in Strengths-Based Approaches and positive communication skills. Each staff member is required to attend annual training to update and improve their knowledge. Documentation of training is kept by the Program Manager and is provided to the Head of Human Resources for filing, when appropriate.

Security staff undergoes 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

Program staff are trained in fire, earthquake, and chemical spill evacuation procedures when hired and annually. Evacuation drills with all staff and clients are held and recorded quarterly. Evacuation protocols are recorded in the Program Manager office for reference.

Evacuation routes are posted throughout the facility. Staff is trained in first aid and CPR procedures annually. 911 reporting is taught in orientation and reviewed annually. CPR certificates will be kept in staff files. Universal precautions will be followed.

2. Safety Conduct – Prevention of Abuse, Crisis Intervention, Conflict Resolution

The Shelter Operator staff is trained in identifying and the prevention of child abuse, vulnerable adult abuse, and sexual harassment titled. Each staff will complete this training program annually.

All Program staff complete a course in conflict resolution and crisis intervention upon hire and annually. Records of completed trainings are kept in Human Resource files.

3. Appropriate Behavior for Dignity and Respect

Operations, Program, Administrative and Management staff are trained in a Strengths-Based, Trauma- Informed model of client care. They are 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 is expected to put these models to use in every interaction they have with clients and potential clients. Staff members are offered training regularly and expected to participate actively. Notice of completion is recorded in staff files, and each staff member has access to this information in a readily- available staff handbook.

4. Communication

Shelter staff undergoes training in communication skills – such as handling phone calls, confidentiality policies, crisis management and de-escalation of conflict. These communication skills are reinforced through practice and reviewed at regular staff meetings and reviews. Specialty courses covering topics such as communication skills with mentally ill persons, receptionist skills, communication with difficult people, and conflict resolution are completed where needed.

5. Resources and Referrals

Operations, Program, and Housing Navigator Staff are oriented to resources, homeless services, and organizations for collaboration and referral. They are also trained staff who can connect clients to the Coordinated Entry System, as a system designated Entry Point. Resource lists are updated monthly and kept on-site.

Protocols for offering and accepting referrals from other agencies are in place, reviewed by staff, updated, and kept in a manual.

6. Mental Health and Addiction Skills

All Program staff attends mental health training events which include naming of symptoms, co-occurring diseases, de-escalation techniques, and safety protocols. This training is done at time of hire and revisited annually. Special speakers may present workshops on various aspects of mental health diagnoses, symptoms, and care when available. Staff is trained in symptoms of drug abuse, and referrals for treatment. Recovery programs are encouraged and off-site referrals are made as appropriate. Though sobriety is not a requirement to stay in the shelter or participate in services, clients are expected to be able to practice self-care, follow all rules and expectations, and behave appropriately and respectfully toward staff, volunteer, and other clients. Drug misuse at the shelter is prohibited and can result in immediate exit from the program.

7. Self – Care

Regular staff meetings are held for all staff. Part of the purpose of these meetings is 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 is trained in effective communication with coworkers and in proper techniques to address coworker harassment and stressors and are aware of the importance in practicing self-care. Staff has been informed of the existing open-door policies with supervisors and the Human Resources department.

8. Annual Staff Evaluation and Training Plan

All staff are evaluated by their direct supervisor at 90 days from their hire date and at semi-annual intervals. The evaluation form is stored in the employee file held at the Human Resource office.

9. Documentation of Staff Training

Attendance of and participation in staff training is recorded in each staff file by the Program Manager. Trainings required by all staff members are also recorded in the Human Resources file to ensure each member's knowledge and information is kept up-to-date.

C. Volunteer Policies

1. Selection, Screening, and Background Checks

The Shelter Operator actively recruits through a variety of sources, including schools, church groups, and community programs. Volunteer Recruitment events are held regularly in order to increase the number of volunteers that serve at Buena Park Navigation Center.

Individuals as well as groups are invited to volunteer at the shelter. Children aged 13 and older will be able to volunteer, however they must be accompanied by an adult or legal guardian and that person must be registered to volunteer on the day they appear.

All potential volunteers are screened for sex offenses and criminal background checks before being confirmed for volunteer duty.

2. Orientation and Training

The Shelter Operator includes a Volunteer Coordinator in its staffing plan to support volunteer coordination efforts at the shelter. The Volunteer Coordinator will handle on-site task training of the volunteers.

Before beginning service, volunteers are provided an Application and Agreement that includes information about volunteer duties, appropriate conduct with clients, staff, and other volunteers. Each volunteer is required to sign this Agreement before they are assigned any duty at the shelter.

Volunteers who do not agree with the requirements or refuse to sign will not be assigned a duty and are not able to volunteer at the shelter.

Volunteers sign up for an open position, time and date using online volunteer scheduling software. Volunteer Development staff from within the Shelter Operator calls and confirms the volunteer's date and time and to provide them with the location of the shelter and any necessary important information.

Volunteers are trained on-site at tasks by the Kitchen and Donations Coordinator on duty. Any tasks that require a trained staff member are supervised by that staff member to ensure accuracy and cleanliness.

Volunteers are given opportunities to attend community forums and events to receive more training about community resources and network with other community agencies.

Volunteers are expected to adhere to a strict code of ethics and standards. Any found in violation of this code will be removed from the facility and may be limited in future volunteer opportunities.

3. Volunteer Code of Ethics

a. Each volunteer must maintain a firm commitment to professional conduct

   Volunteers of Buena Park Navigation Center are expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers are not allowed to engage in verbal abuse, inappropriate jokes and stories, or any type of inappropriate interaction with staff or clients.

b. Limiting Relationships with Clients

   Volunteers are prohibited from developing dual relationships with any clients they meet through their involvement at Buena Park Navigation Center. Examples of dual relationships include (but are not limited to) a volunteer entering into a business, romantic, or sexual relationship with a client.

   Soliciting clients for their business is also strictly prohibited.

   Volunteers are not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

c. Food and Other Substances

   Volunteers are not allowed to consume any food items or drinks supplied by Buena Park Navigation Center while volunteering, unless a special event involves food specifically for clients AND staff. Food and drink will be purchased solely for the consumption of the homeless clients. Volunteers must also commit to not consuming alcohol or 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 will be turned away.

d. Discrimination

   Volunteers are prohibited from discriminating against any client for any reasons. They may 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 are prohibited from loaning or giving money to clients, are not allowed to meet with clients outside of Buena Park Navigation Center without explicit permission from program staff, and are not allowed to drive clients in their vehicles.

f. Commitment

Buena Park Navigation Center is reliant upon the work of volunteers. This commitment is expected to be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering.

4. Identifiable Lines of Authority

Volunteers are informed of identifiable lines of authority in their Application Packet. Volunteers may defer to the serving area and Donations Coordinator on duty to give resources, referrals, and handle situations beyond their responsibility and volunteer agreement.

Volunteers also have access to the Program Manager or lead staff member on site, for questions and any grievances.

All volunteers will be provided with a name tag identifying them as such.

5. Descriptions of Volunteer Tasks

Volunteers are needed 7 days a week to help in the mornings, mid-day hours and evenings.

The staff at Buena Park Navigation Center will ensure all volunteers are provided with a task and description of any duties they might perform. Tasks and duties include, but are not limited to:

- Assisting the Intake Specialist in registering and signing in clients at time of entry
- Setting up cleaning tables for breakfasts and dinners
- Distributing donations and hygiene items
- Helping direct lines to donations and food
- Serving meals, setting up snacks and drinks for clients
- Organizing special projects and activities for the guests of Buena Park Navigation Center

SECTION IV. ATTACHMENTS

A. JOB DESCRIPTIONS

B. SHELTER CLIENT RULES

C. VOLUNTEER POLICIES

ATTACHMENT "A": JOB DESCRIPTIONS

Regional Director of Emergency Services
Job Description

Introduction: The **Regional Director of Emergency Services** is responsible for the performance of all Year- Round Emergency Shelter Program, Services and Outreach Activities in Orange County and Bellflower. Primary responsibilities include program management, program development, and community relations. This includes supervising the Buena Park Navigation Center Manager. This position requires a flexible schedule especially during the winter months (weekend, morning, evening and holiday shifts). This position may at times require transportation of supplies to shelter locations. The **Regional Director of Emergency Services** reports directly to the Director of Emergency Services.

Qualifications: Associate's Degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have a working knowledge of mental health and addiction issues. Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others. Valid CA driver's license, proof of insurance and reliable vehicle is required.

Program Management and Development

Goal: Oversee the development and implementation of all program services for our Year-Round Emergency Shelter Program to ensure quality delivery of services.
• Maintain performance of existing shelter services
• Oversee the scheduling and coordination of all Shelter Sites
• Ensure strong communication between Staff and Partner agencies
• Oversee coordination of shelter activities and distribution of services
• Provide monthly reports to the Operations Director
• Develop new partnerships with other agencies in order to enhance our current services
• Oversee implementation of new services
• Implement new services/year-round, permanent facility
• Manage Budget
•Oversee Purchases, Vendor Bids and MOU's

Staff Management

Goal: Manage Identified Staff facilitating optimal performance.

• Manage and supervise Shelter Program Managers
• Assist in various aspects of staff's duties
• Provide support and guidance when necessary
• Provide support for crisis/conflict intervention
• Coordinate trainings and orientations when needed
• Conduct Meetings monthly
• Meet with identified staff individually when necessary
• Review and evaluate performances
• Conduct midyear and annual review

Outreach Services

Goal: Provide leadership in critical support in the development and implementation of Outreach Services

• Brainstorm, research and assist in the development our outreach strategy
• Oversee implementation of outreach services
• Assist with Front Door Calls when necessary

Community Relations

Goal: Positively advance agencies reputation in the broader community.

- *Maintain active involvement with neighbors and program partners*
- *Maintain active involvement with community service organizations*

Miscellaneous

- Provide creative input to the Executive and Operations Directors
- Participate in networking functions
- Attend appropriate training workshop as needed
- Attend appropriate house and staff meetings
- Complete ad hoc projects as appointed by Supervisor

Program Manager – Buena Park Navigation Center
Job Description

Introduction: This Program Manager is responsible for coordinating program services for Buena Park Navigation Center. This position requires dependability, responsibility, organizational skills; and strong written and verbal communication skills. Primary responsibilities include program management, program development, and outreach and community relations and reports to the **Regional Director of Emergency Services**. This position includes supervising support staff and requires a flexible schedule (weekend, morning, evening and holiday shifts). This position may require the transportation of supplies. Fluency in Spanish is a significant value.

Qualifications: Associate's Degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have a working knowledge of mental health and addictions issues. Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others. Valid CA driver's license, proof of insurance and reliable vehicle is required.

Year Round Emergency Shelter Program
Goal: Ensure that the Shelter run smoothly and that we maintain accurate data and strong communication with community partners.
Oversee Client Services
Coordinate calendar and services provided by partner agencies
Support all aspects of operations including direct client services when necessary
Oversee the collection and distribution of donations
Assist with monitoring facility security and maintenance
Ensure enforcement of our good neighbor policies
Assist with securing necessary resources
Oversee collection, input and distribution of intakes / summary sheets / reports
Provide support with community resources and referrals
Develop new partnerships with other agencies in order to enhance our current services
Manage program budget
Facilitate Resident Advisory Council and Partnership Meetings.

Management
Goal: Manage Identified Program Staff, Interns and Volunteers facilitating optimal performance. Manage and supervise support staff in all of their duties
Assist in various aspects of staff's duties
Assist in coordinating and managing on-site volunteers
Assist in coordinating and managing special group events and holiday events Provide crisis/conflict intervention
Coordinate trainings and orientations when needed Conduct 90 day, midyear, and annual reviews.

Community Relations
Goal: Positively advance Agencies reputation in the broader community.
Maintain active involvement with neighbors and program partners
Maintain active involvement with community service organizations

Miscellaneous
Must participate in networking functions and community meetings.
Attend staff meetings and training workshops as needed
Assist with general duties (stocking supplies, copies, fax, phone calls, etc.)
Enhance job performance by applying up-to-date professional knowledge gained by attending seminars and conferences and reviewing professional publications.
Perform ad hoc projects as appointed by Supervisor

Community Relations
Goal: Positively advance Agencies reputation in the broader community.
Maintain active involvement with neighbors and program partners
Maintain active involvement with community service organizations

Miscellaneous

Must participate in networking functions and community meetings.
Attend staff meetings and training workshops as needed
Assist with general duties (stocking supplies, copies, fax, phone calls, etc.)
Enhance job performance by applying up-to-date professional knowledge gained by attending seminars and conferences and reviewing professional publications.
Perform ad hoc projects as appointed by Supervisor

Site Leader – Buena Park Navigation Center

Job Description

Introduction: The Emergency Services Site Leader is responsible for overseeing services and activities at Buena Park Navigation Center. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. Ability to work effectively with a diverse population; plan, organize and prioritize duties; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others This position requires a flexible work schedule including some weekend, morning and evening and holiday shifts. This position reports directly to Buena Park Navigation Center Manager. Fluency in Spanish is a significant value.

Qualifications: Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others. Associate's Degree preferred but not required.

Shelter

Assist in the implementation of all shelter activities to ensure quality delivery of services.
Oversee all shelter activities including logistics and client intakes
Oversee distribution of services and all program services while on duty
Assist in the coordination of volunteers and support services
Oversee the organization of supplies and facilities needs

Management

Goal: Support Identified Program Staff facilitating optimal performance.
Support shelter staff during designated shifts
Assist in various aspects of staff's duties
Assist in coordinating and managing special group events and holiday events
Provide crisis/conflict intervention
Communicate any staff or shelter issues to Program Manager.

Administration

Goal: Oversee administrative duties that support program services.
Coordinate supply and service needs
Assist with securing necessary resources
Assist with record keeping and reporting

Miscellaneous

Attend staff meetings and training workshops as needed
Assist with general duties (stocking supplies, copies, fax, phone calls, etc.)
Enhance job performance by applying up-to-date professional knowledge gained by attending seminars and conferences and reviewing professional publications.
Perform ad hoc projects as appointed by Supervisor

Lead Housing Navigator

Job Description

Job Description Introduction: The Lead Housing Navigator, under the direction of the Emergency Services Program Manager, is responsible for supporting the navigation team. The Navigation team work directly with clients in emergency shelter and are responsible for performing ongoing needs assessment, personal housing plans, support, information, referral and advocacy for individuals. This position requires strong leadership in supporting a team's successful working relationships. This position will influence and recognize positive behavior changes and will identify problems and obstacles and create solutions to help address them.

Qualifications: Associate's Degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have a working knowledge of mental health and addiction issues. Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others. Valid CA driver's license, proof of insurance and reliable vehicle is required. Management experience preferred.

Staff

- Manage day-to-day operations of Housing Navigator teams, objectives and housing plans;
- maintains a limited caseload
- Conducts weekly case conferencing and monthly case file audits to assure participants records are complete and accurate
- Make referrals to supportive services such as job developers, social workers and health care providers as deemed necessary
- May make home and field visits
- Provide supportive advocacy for clients; provides crisis intervention, if needed
- Receive, review, and process financial assistance requests as needed
- Provide training, supervision, and problem-solving guidance for difficult cases

Documentation

- Oversee the consistency of documentation standards as set forth by the program contract and program policies
- Oversee accurate and complete data into HMIS
- Oversee consistency of confidential hard copy case files with all relevant documentation in the appropriate section

Housing Navigator – Buena Park Navigation Center

Job Description

Introduction: The Housing Navigator provides assistance to individuals that are literally homeless. This assistance includes an individualized assessment of needs, followed by provision of targeted services focused on returning individuals to permanent housing as quickly as possible. The Navigator will conduct an assessment, determine eligibility, enter assessment into Central Entry System for prioritization and linkage to housing provider, help client obtain documents required for housing placement, provide individuals with employment guidance and community resources.

Qualifications: Associate's Degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have a working knowledge of mental health and addiction issues. Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others. Valid CA driver's license, proof of insurance and reliable vehicle is required.

Year Round Emergency Shelter Program Services

Conduct diversion interviews

Manage intake process

Maintain intake area and ensure daily forms and supplies are stocked and ready for new intakes

Supportive Services

Provide assessment for client within seven days of entering shelter.

Determine eligibility and enter assessment into Central Entry System for prioritization and linkage to housing provider

Assist client with obtaining documents required for housing placement

While client is at the shelter provide employment linkage, benefits establishment, linkage to community providers for substance abuse, primary and mental health care, and all other services needed to assist clients in reaching their stabilization goals

While client is at the shelter provide strengths based case management and service coordination designed to assist clients in obtaining and maintaining stable housing

Conduct crisis and risk assessments in consultation with supervisor and case management team

Provide crisis intervention services focused on enhancing the client's' ability to independently problem solve, utilize effective coping skills, and manage and self -coordinate own care

Provide warm hand off to selected housing provider ensuring a smooth transition from the shelter into housing.

Documentation

Maintain documentation standards as set forth by the program contract and program policies Complete progress notes on every meeting with client

Input accurate and complete data into HMIS and update snapshots to reflect client progress Maintain confidential hard copy case files with all relevant documentation in the appropriate section

Logistics Coordinator – Buena Park Navigation Center

Job Description

Introduction: The Logistics Coordinator is responsible for providing supportive services and logistical support to Buena Park Navigation Center during designated shifts. This position requires a flexible work schedule including some weekend, morning and evening and holiday shifts.

This position reports directly to Buena Park Navigation Center Program Manager. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. Fluency in Spanish is a significant value.

Qualifications: Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others.

Shelter Support

Assist in the implementation of all shelter activities to ensure quality delivery of services. Assist with shelter maintenance
Responsible for cleanliness and safety of facility including emptying trash cans and cleaning all areas of the shelter, including dorms, kitchens and restrooms.
Assist with receiving and verifying orders from vendor's, completing tally sheets Post and update signs and service calendars
Audio Equipment set up and monitoring
Assist in the organization of supplies and facilities needs

Miscellaneous

Assist with client services and program activities if necessary
Complete ad hoc projects as appointed by Supervisor

Overnight Logistics Coordinator – Buena Park Navigation Center

Job Description

Introduction: The Overnight Logistics Coordinator is responsible for providing supportive services and logistical support to Buena Park Navigation Center during overnight shifts. This position requires a flexible work schedule including some weekend, morning and evening and holiday shifts.

This position reports directly to Buena Park Navigation Center Program Manager. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. Fluency in Spanish is a significant value. Because of the nature of the shift, this position must be able to operate as site supervisor at times, and be able to communicate effectively after hours with the Program Manager if absolutely necessary.

Qualifications: Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others.

Shelter Support

Assist in the implementation of all shelter activities to ensure quality delivery of services.
Assist with shelter maintenance
Responsible for cleanliness and safety of facility including emptying trash cans and cleaning all areas of the shelter, including dorms, kitchens and restrooms.
Assist with receiving and verifying orders from vendor's, completing tally sheets
Post and update signs and service calendars
Audio Equipment set up and monitoring
Assist in the organization of supplies and facilities needs

Miscellaneous

Assist with client services and program activities if necessary
Complete ad hoc projects as appointed by Supervisor

ATTACHMENT "B": SHELTER CLIENT EXPECTATIONS

Buena Park Navigation Center
Shelter Expectations

Welcome to Buena Park Navigation Center. We hope your stay with us allows you to begin your path to ending your homelessness. In order to ensure that all guests are able to comfortably work toward that goal, the following expectations need to be followed while in the vicinity of the shelter, on the provided shuttle vans, and while in the immediate area of our shuttle pick-up and drop-off locations.

1. Demonstrate responsibility for yourself, your actions, and your housing plan. _____

2. Follow all health and safety policies. _____

3. Guests are expected to meet with their Housing Navigators at least once a week at a scheduled time to discuss their housing plans. Their Housing Navigator will ensure each guest is entered into the Coordinated Entry System, as the first line of housing engagement. The goal is to get you connected to housing resources as quickly as possible. This is a low-barrier Temporary Shelter intended for 24-hour increments of stay. The maximum length of stay is 90 consecutive nights unless otherwise determined. Extensions may be granted on a case by case basis. Each guest's progress toward achieving their housing goals will be reviewed at 30-day increments. If a guest chooses not to work toward their housing plan or follow these expectations, he/she may be asked to leave at that time. _____

4. Guests are expected to actively work their housing plan! By signing these expectations, you understand that you are not guaranteed housing by enrolling in this program. Part of your Housing Plan will be to identify tasks that you will need to complete in order to achieve your goal of securing housing. Your Housing Navigator will work alongside you to assist you in connecting with resources and addressing potential barriers.

5. Current guests of the program may use this location as a mailing address. Please note, however, that after a guest exits, it becomes his or her responsibility to fill out a change of address form with the post office. Any mail that is delivered to the site after a guest has left the program will be sent back to the post office as "Return to Sender". Mail will be kept at the front desk, along with important program notices or messages from staff. Upon signing in each day, the guest's name will have a mark next to it signifying that there is unclaimed mail or messages. _____

6. Guests are expected to abstain from behavior that is disruptive and unacceptable to others. Examples include: verbal harassment, physical harassment, excessive profanity, threats and/or violent behavior, nudity or obscene behavior, possessing weapons (or items that may be perceived as weapons) or contraband (examples of items considered contraband can be made available upon request), drug dealing, theft, etc. Serious offenses include but are not limited to: use of racial slurs, sexual harassment, violence, and any other inappropriate physical contact. Serious violations may be result in an immediate exit from the shelter. If you are asked to leave, a shuttle driver will transport you to an approved drop off location. _____

7. If a guest's behavior is extremely disruptive and staff or security asks you to step outside or remove yourself from an area for de-escalation purposes, you are expected to comply with this request. You will be able to rejoin the group when your behavior is no longer a disruption to the other shelter guests. _____

8. Several areas on site are restricted to staff and security only. Guests are not allowed to any areas other than the commons, dorms, and guest restrooms, unless without explicit permission from management team. The only doors guests may use to access the outside areas are the main doors near the security check-in, and the store-front glass doors leading out from the Commons hall. _____

9. Guests are expected to return each night before 9:00 pm, unless allowed special circumstance by management (ex: for work or school). Guests may request late entry by submitting a Request for Consideration to be approved by the Program Manger. Guests are not allowed to miss two consecutive nights or more than 2 nights in any calendar month without clearing the absence with their Housing Navigator. Guests are expected to sign in on a daily basis. Guests may not sign in for others. The program manager may grant excused nights out of the shelter upon request if necessary and appropriate. _____

10. Photo ID's are required of all registered guests. Mercy House will take photos and thumbprints to produce program ID's for guests, and for security reasons, if necessary. By entering this program, you give your consent to this. If you do not have a California State ID the MH Staff will assist you in acquiring an ID with in the first few days after enrollment. A photo ID of some sort is required to receive a bath towel and is also used when waiting in the dinner line. _____

11. To promote a healthy and clean environment, all guests are required to shower the day they enter the program. Guests must also submit any clothing/bedding items for laundry the day they enter the program. Guests are then expected to maintain their hygiene (including changing into clean clothes when possible), laundry once a week and showering at least twice a week. _____

12. Every guest will be assigned a laundry day. Guests will be expected to bag their dirty clothes and bundle their bedding on this day to help streamline laundry services. Laundry should be submitted to staff for cleaning by 9:00 AM on this day. _____

13. Every guest is allowed 1 lockable indoor bin and lock and 1 outdoor rolling bin. Rolling bins are accessible only during the designated and posted times. Trash and recycling may not be brought onto the property. For the protection of guests' items, no liquids for open food can be stored in any bin. Guests may only use the bins assigned to them by staff. _____

14. Guests are expected to straighten their beds when not in use, and are restricted to no more than 2 personal bags on the bed. Water is allowed in the dorms but no open or perishable food or other liquid drinks may be brought to the bed area at any time. 1-2 pairs of shoes may be stored under the bed but no additional personal items may be kept behind, under or in the aisles next to your bed. No barriers of any kind may be raised without explicit permission from management team. _____

15. All prescription medication must be recorded with MH Staff at Intake and stored in your indoor lockable storage in its original labeled container. Clients are encouraged to lock these containers to ensure secure storage of medication. Pills or medication NOT matching the original labeled container may be confiscated. No medicinal marijuana will be allowed indoors at any time. Medical marijuana may only be stored in your outdoor bin with a valid Medicinal Use Card and must be 8 oz. or less. _____

16. Smoking of tobacco is permitted in the smoking area only. No drugs, paraphernalia, alcohol, or marijuana (recreational or medicinal) will be permitted in or around the shelter. Anything containing cannabis or THC (without a prescription) will be considered contraband. _____

17. This shelter incorporates closed-circuit surveillance cameras as part of its security system. These cameras are in almost every area except the restrooms. The footage captured is used only for in-house safety and security purposes and is not shared with the general public. By signing this document, you consent to this. _____

18. Attend resident meetings and contribute to the community. _____

19. All guests are expected to be Good Neighbors of the community in which they are served, and have an obligation to comply with all state and local laws and/ or ordinances and behave in a courteous manner at all

times. Complaints from residents, business owners, or public officials may result in expulsion from Mercy House Programs. _____

20. In order to remain Good Neighbors, all guests are expected to use the provided shuttles for transportation on to and off of the property. We practice a strict no-walk-up policy. Guests are expected to remain on the property at all times unless when leaving for the day. All guests are allotted one exit and one entry per day, including guests who drive their own personal vehicles (unless under approved special circumstances). Violation of this expectation may result in an immediate exit. _____

21. Guest vehicles may be parked on public property and at owner's own risk. All Buena Park Municipal Codes, California Vehicle Codes and County of Orange Codes must be obeyed or are subject to fines and/or towing. A valid license and insurance are required. RV's (Recreational Vehicles) are not permitted on-site. Guests with bicycles must use the bicycle racks on the shuttle buses, and allow Mercy House drivers to secure them on the rack. Guests are only allowed one bike per person, and are not allowed to store spare bike parts unless they fit in the outdoor bin. All bicycles brought on property must be registered and photographed. _____

22. There is a women's section and a men's section for sleeping. Please respect the privacy of others. Only one person will be permitted at a time to use the All-Gender Restroom, regardless of relationship or marital status. _____

23. Guests are expected to respect the rest and sleep of their neighbors. When lights are off, indoor voices should be used to limit distractions and not disturb their rest. Likewise, guests are not allowed to use bright lights or play music/watch video with sound in the dorms after lights out. _____

24. Although we respect everyone's right to privacy, we reserve the right to pat down and search all persons as a precaution against any potential security risks. Items considered contraband may be confiscated and/or destroyed. Guests will always need to be searched any time they access their outside bins, bikes or vehicles. _____

25. Approved pets, service animals and companion animals will only be allowed into the program with explicit permission given by program management team. All pet owners must agree to and follow the guidelines provided in the Animal Expectations, which is a separate document that will be given upon entry of the animal into the shelter. _____

26. Neither Mercy House nor any of its vendors are in any way responsible or liable for lost, stolen, or damaged items that guests bring onto premises. Guests are encouraged to keep valuable items close and guarded, and are asked to turn in found items to the staff at the front desk. We advise that those who choose to use the supplied charging stations to have their electronics clearly marked and/or customized for easy identification. Guests may only charge their electronics at the approved charging stations, and may not remain at the station for any extended amount of time. _____

27. Cash is never to be given to Staff, Volunteers, or Interns at ANY time. _____

28. It is our desire to never deny shelter or services to our guests, however, in the case that behavior becomes a health and safety risk Shelter Management can expel/prevent any guests from staying at the shelter. Any conflicts between guests should be brought to the attention of the staff immediately. Any guests who are asked to exit will have 7 days (one week) to pick up any items left on-site. Guests must call and speak to a site leader to schedule a pickup. _____

29. Any guest that does not follow these expectations is jeopardizing their ability to accomplish their housing plan and may be exited from the shelter. Because everyone can make a mistake, when an expectation is not met,

staff will clarify any misunderstanding of the expectation and discuss ways that each guest can avoid further violations. If the violations continue Mercy House staff and the guest will meet and create an action plan to support the client to get back on track with their housing plan and meeting these expectations. Guests who have five action plans and continue to violate these expectations will be exited from the shelter. _____

As a result of initialing these expectations and signing this form, I understand that expectations, health and safety policies may change as necessary and that I will be informed of these changes and I am required to abide by these amended policies.

I have read the above and agree to follow the Shelter Expectations.

Name (please print): _____

Signature: _____ Date: _____

ATTACHMENT "C": VOLUNTEER POLICIES

Emergency Shelter Volunteer Policies

1. **Each volunteer must maintain a firm commitment to professional conduct.** Volunteers of the Emergency Shelter are expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes and stories, and or any type of inappropriate interaction with Emergency Shelter staff or clients.

2. **Relationships with Clients.** Volunteers are prohibited from developing dual relationships with any clients they meet through their volunteer involvement at the Emergency Shelter. Examples of dual relationships include (but are not limited to) a volunteer entering into a business, romantic, or sexual relationship with a client. Soliciting clients for your business is strictly prohibited. Volunteers are not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

3. **Food and Other Substances.** Volunteers will not consume any food items or drinks supplied by the Emergency Shelter while volunteering. Food and drinks are purchased solely for the consumption of the homeless clients. Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.

4. **Discrimination.** Volunteers will not discriminate against any client. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin or gender.

5. **Volunteer Boundaries.** Volunteers are not permitted to loan or give money to clients, should not meet with clients outside of the Emergency Shelter without permission from program staff, and are not allowed to drive clients in their vehicles.

6. **Commitment.** The Emergency Shelter is reliant upon the work of volunteers. This commitment should be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering.

CONTRACT # C-3067

FOR

Year-Round Emergency Shelter/Multi-Service Center Program –
Buena Park Navigation Center- 6490 Caballero Blvd., Buena Park

BETWEEN

CITY OF BUENA PARK

AND

MERCY HOUSE LIVING CENTERS, INC.

ATTACHMENTS

Attachment A – Scope of Services
A-1 – Contractor's Proposal dated March 12, 2024
Attachment B – Management, Operations, and Public Safety Plan ("MOPS")
Attachment C – Payment / Compensation
Attachment D – HEAP Agreement
Attachment E – N-SPA MOU

Contract # C-3067
By and Between
the City of Buena Park, California,
and
Mercy House Living Centers, Inc.
For Year-Round Emergency Shelter/Multi-Service Center Program:
Buena Park Navigation Center 6490 Caballero Blvd., Buena Park

This Contract for Year-Round Emergency Shelter/Multi-Service Center Program (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the City of Buena Park, a California charter city, hereinafter referred to as "City," and Mercy House Living Centers, Inc. (hereinafter referred to as "Contractor"), with the City and Contractor sometimes referred to as "Party" or collectively as "Parties."

RECITALS

WHEREAS, City desires to enter into this Contract with Contractor to provide, as an independent contractor, comprehensive operation and management services for the City-owned navigation center for homeless persons located at 6490 Caballero Blvd., Buena Park, California (the "Center");

WHEREAS, Contractor was selected by the City following a competitive "request for proposals" process, during which Contractor demonstrated, and Contractor hereby represents, that it is fully qualified to perform services and activities as further set forth in the "Scope of Services," (or "Services") attached hereto as Attachment A; and

WHEREAS, the Parties desire memorialize the terms and conditions by which Contractor will provide the Scope of Services to the City by way of this Contract.

NOW, **THEREFORE**, the Parties mutually agree as follows:

ARTICLES

1. GENERAL TERMS AND CONDITIONS:

A. Governing Law and Venue: This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Orange, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another County.

B. Entire Contract: This Contract, Attachments A, A-1 (Contractor's proposal March 12, 2024), B, C, D and E, and contain the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on City

unless authorized by City in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any City employee or agent, including but not limited to installers of software, shall not be valid or binding on City unless accepted in writing by City's Contract Administrator.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on City unless authorized by City in writing.

D. Delivery: Time of delivery of goods or services is of the essence in this Contract. City reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions, or services that do not conform to the prescribed scope of services. Acceptance of any part of the order for goods shall not bind City to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by City. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by City.

E. Acceptance Payment: Unless otherwise agreed to in writing by City: (1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of City, and; (2) payment shall be made in arrears after satisfactory acceptance.

F. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained below, it shall indemnify, defend and hold City and City Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

G. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of City. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of City shall be invalid and shall constitute a breach of this Contract.

H. Non-Discrimination: In the performance of this Contract, Contractor agrees that it 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. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

I. Termination: In addition to any other remedies or rights it may have by law, City has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by City of its right to terminate the Contract shall relieve City of all further obligation.

J. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

K. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of City. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through City.

L. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to City's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of City required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

M. Insurance Requirements:

1) Contractor. Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the City that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the City during the entire term of this Contract.

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

3) Types and Amounts

a) Commercial General Liability Insurance. Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury and personal and advertising injury with a policy limit of not less than Five Million Dollars ($5,000,000.00) per occurrence and Ten Million Dollars ($10,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

b) Business Automobile Liability Insurance. Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage Form CA 00 01, with a policy limit of not less than Five Million Dollars ($5,000,000.00) combined single limit per accident. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

c) Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of Three Million Dollars ($3,000,000.00) 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 Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers for losses arising from work performed by Contractor for the Cities and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By signing this Contract, the Contractor acknowledges and agrees to the following: *I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.*

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 Contract, complete workers' compensation insurance, and shall furnish a certificate of insurance to the Project Manager before execution of this Contract by the City. The Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this Section.

d) Professional Errors and Omissions ("E&O") Liability Insurance. Professional errors and omissions ("E&O") liability insurance on an occurrence based policy with policy limits of not less than Two Million Dollars ($2,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) policy aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. The retroactive date must be shown, and this date must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting coverage" for a minimum of three (3) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City's Project Manager for review. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

e) Sexual Abuse and Molestation Liability Insurance. Sexual abuse and molestation liability coverage with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) general aggregate. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

f) Standards for Insurance Companies. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

4) Documentation and Other Provisions

a) The commercial general liability insurance policy, business automobile liability policy, and sexual abuse and molestation liability policy shall be endorsed to contain the following: The Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; its 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; and automobiles owned, leased, hired, or borrowed by the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

b) Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. 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 cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Contractor's sole cost and expense.

c) The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers. Any other insurance maintained by the Cities 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 Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers.

e) Defense fees and costs shall not deplete the limits of any insurance provided under this Contract.

f) 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.

g) Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure the Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers are additional insureds on insurance required from subcontractors.

h) Contractor agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the Cities of Placentia; Brea; Buena Park; Cypress; Fullerton; La Habra; La Palma; Los Alamitos; Orange; Stanton; Yorba Linda; Villa Park; its officers; officials; agents; employees; and volunteers for losses arising from work performed by Contractor for the Cities and to require each of its subcontractors, if any, to do likewise under their insurance policies.

i) Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

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

N. Changes: Contractor shall make no changes in the Scope of Services or perform any additional work without the City's advanced written approval.

O. Change of Ownership: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and City agrees to an assignment of the

Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of City. City reserves the right to immediately terminate the Contract in the event the City determines that the assignee is not qualified or is otherwise unacceptable to the City for the provision of Services under the Contract.

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

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

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

S. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

T. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, the prevailing party shall be entitled to recover its attorneys' fees, costs, and expenses reasonably incurred in the prosecution or defense of such action or proceeding.

U. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to accomplish the purposes of the parties and this Contract.

V. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal

and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor 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 Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by City, and hold harmless, the City and its City Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the City or City Indemnitees or its agents or any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by City, and hold City, its elected and appointed officials, officers, employees, and agents ("City Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to Contractor's performance or non-performance of this Contract, and/or the provision of Services hereunder. If judgment is entered against Contractor and City by a court of competent jurisdiction because of the concurrent active negligence of City or City Indemnitees, Contractor and City agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections:

1) Contractor agrees to permit the City's Director of Finance, or their authorized representative (including auditors from a private auditing firm hired by the City, or a designated representative from the N-SPA, as described further below) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The City will provide reasonable notice of such an audit or inspection.

2) The City reserves the right to audit and verify the Contractor's records before final payment is made.

3) Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the City to audit records and interview staff of any subcontractor related to performance of this Contract.

4) Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the City's Project Manager.

BB. **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 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.

CC. **Expenditure Limit:** The Contractor shall notify the City's 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.

DD. 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 Buena Park and the County Of Orange for the Capital Improvement of a Homeless Shelter," dated January 22, 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 Attachment 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.

EE. N-SPA Memorandum of Understanding. The Contractor acknowledges that the Center was developed and is 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 "F" 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.

FF. Safety Requirements. All work performed under this Contract shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. The City may issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the Services. The Contractor

shall maintain the work sites free of hazards to persons and property resulting from its operations. The Contractor shall immediately report to the City any hazardous condition noted by the Contractor.

2. CONTRACT TERM AND CONDTIONS

A. Scope of Contract: This Contract specifies the contractual terms and conditions by which the City will procure services from Contractor, and Contractor shall perform such Services for City as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A"

B. Term of Contract: This Contract shall commence on a date, following the full execution of the Contract, on which the City issues a notice to proceed to Contractor, Effective Date"), and continue for a term of three (3) calendar years from the Effective Date, unless otherwise terminated by the City ("Initial Term").

C. Renewal: This Contract may be renewed by mutual written agreement of both Parties for up to three (3) additional one-year extensions after the Initial Term, for an aggregate term not to exceed six (6) years; subject to acceptable performance by the Contractor, acceptable fee proposals from Contractor, and subject to the terms and conditions of this Contract. Renewal periods are subject to approval by the City Council.

D. Compensation: The total Maximum Compensation of City to the Contractor for the Services provided during each calendar year of the Initial Term shall be THREE MILLION SIX HUNDRED FORTY NINE THOUSAND FOUR HUNDRED AND SEVENTY DOLLARS ($3,649,470.00), as further detailed in Attachment "C".

E. Amendments - Changes/Extra Work: The Contractor shall make no changes to this Contract without the City's written consent. In the event that there are new or unforeseen requirements, the City has the discretion with the Contractor's concurrence, to make changes at any time without changing the scope or price of the Contract. If City-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor will give City written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor was notified of the change. such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the City-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the City Council. Nothing herein shall prohibit the Contractor from proceeding with the work as originally set forth or as previously amended in this Contract.

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

1) Terminate the Contract immediately, pursuant to Section K herein;

2) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

3) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

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

G. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the Services to be performed under this Contract; and to know the general conditions which can affect the Services or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the Services without additional cost to the City. The City assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the City are expressly stated in the Contract.

H. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

I. Conflict of Interest – Contractor's Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the City. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence City staff or elected officers from acting in the best interests of the City.

J. Conflict of Interest – City Personnel: Federal, state, and local laws, as well as City Council policies, prohibit City employees and contractors from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any City employee for any purpose, or otherwise engage in conduct that creates a conflict-of-interest, or the appearance of a conflict-of-interest.

K. Consulting Contract – Follow-On Work: No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related

Contract.

L. Project Manager, City: The City shall appoint a Project Manager to act as liaison between the City and the Contractor during the term of this Contract. The City's Project Manager shall coordinate the activities of the City staff assigned to work with the Contractor.

The City's Project Manager, in consultation and agreement with the City, shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The City's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the City's Project Manager. The City is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further Services under the Contract.

M. Contractor's Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the City and shall not be changed without the written consent of the City's Project Manager, which consent shall not be unreasonably withheld. The Contractor's Project Manager, in consultation and agreement with City, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and Services to meet the project time lines.

N. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory education, training, experience, and work records indicating their ability to adequately perform the work under this Contract.

O. Child Support Enforcement: Contractor 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 Contract with the City. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the City shall constitute grounds for termination of the Contract.

P. Data – Title To: All materials, documents, data or information obtained from the City data files or any City medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the City. All materials, documents, data or information, including copies, must be returned to the City at the end of this Contract.

Q. Licenses: At its own expense, Contractor and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

R. Disputes – Contract.

1) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the 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:

   a. 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.

   b. 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.

2) 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.

3) 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 shall be construed as affecting the City's right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

S. Emergency/Declared Disaster Requirements: In the event of an emergency or if City is declared a disaster area by the City, State or Federal government, this Contract may be subjected to unusual usage. The Contractor shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the City's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

T. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by

Contractor as Project Manager and key personnel attached hereto, prior to submission to the City. Contractor agrees that City review is discretionary and Contractor shall not assume that the City will discover errors and/or omissions. If the City discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the City or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after City approval thereof, City approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the City and Contractor, and the reports, files or documents will be returned to Contractor for correction.

U. Non-Supplantation of Funds: Contractor shall not supplant any Federal, State, or City funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from City for, or apply sums received from City with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or City funds under any Federal, State, or City program without prior written approval from the City.

V. Satisfactory Work: Services rendered hereunder are to be performed to the written satisfaction of City. City's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

W. Access and Records:

1) City, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Contractor's activities, books, documents and papers (including computer records and emails) and to records of Contractor's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Contractor shall insert this condition in each Contract between Contractor and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by the City which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the City of Buena Park, California, Contractor agrees to pay all necessary and reasonable expenses incurred by City, or City's designee, in conducting any audit at the location where said records and books of account are maintained.

2) All accounting records and evidence pertaining to all costs of Contractor and all documents related to this Contract shall be kept available at Contractor's office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation

arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which City or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions. Moreover, records which are necessary to demonstrate the City and/or Contractor's compliance with federal, state, or local grant funding shall be retained beyond the five (5) years until grant closure.

X. Liability. Contractor shall pay to City the full amount of City's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Contractor's failure to perform under this Contract.

Y. Signature in Counterparts: The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

Z. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The City's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the City for the purpose of monitoring progress under this contract.

AA. Subcontracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the City. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the City shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the City to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The City shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the City of Orange.

BB. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their

physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

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

DD. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract, any subsequent amendment of or effort under this Contract, or relating to the Center or Contractor's performance of the Services, without first obtaining review and written approval of said news releases from the City.

EE. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For City: Aaron France, City Manager
City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90621

For Contractor: Patti Long, Associate Director

Mercy House
P.O Box 1905
Santa Ana, CA 92702

FF. Ownership of Documents: The City has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the City and may be used by the City as it may require without additional cost to the City. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the City.

GG. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.

HH. Termination – Orderly: After receipt of a termination notice from the City of Orange, the Contractor may submit to the City a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the City upon written request of the Contractor. Upon termination City agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

3. CENTER OPERATION TERMS AND CONDTIONS

A. Debarment: Contractor certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 CFR Part 98.

B. Fraud: Contractor shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this contract. Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice.

C. Fiscal Accountability:

1. Financial Management System: Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor's system shall provide fiscal control and accounting procedures that will include the following:

    i. Information pertaining to tuition rates, payments, and educational assistance payments;

    ii. Source documentation to support accounting records; and

iii. Proper charging of costs and cost allocation.

2. Contractor's Record: Contractor's records shall be sufficient to:

   i. Permit preparation of required reports;

   ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;

   iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable; and

   iv. Permit tracking and reporting of leveraging as required.

3. Costs Charged: Cost shall be charged to this contract only in accordance with the City and other requirements as required by funding source(s).

D. Performance Standards: Contractor shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by City for program evaluation and monitoring.

E. Expenditures: Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the terms and conditions of this Contract, the HEAP Agreement, N-SPA MOU, and applicable federal, state, and local laws.

F. 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.

1. Contract Amount: It is expressly agreed and understood that the total amount to be paid by City under this Contract shall not exceed the Maximum Compensation set forth above.

2. City will reclaim any unused balance of funds for reallocation to other City approved and lawful purposes.

3. Payment of Project Activities:

   a. 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 accordance with the Reimbursement Policy, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. 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.

b. 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.

c. 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.

4. 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.

5. 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.

6. 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 funding 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.

G. Performance. Contractor shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Contractor also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this Contract.

H. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace, and shall provide the City with certification of compliance on the forms and in the manner required by law.

I. Publicity, Literature, Advertisements, and Social Media:

1. City owns all rights to the name, logos, and symbols of City. The use and/or reproduction of City's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without City's prior written consent is expressly prohibited.

2. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:

   a. City provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a difference timeframe for approval is agreed upon by the City;

   b. Unless directed otherwise by City, the information includes a statement that the program, wholly or in part, is funded through City, State and Federal government funds [funds identified as applicable];

   c. The information does not give the appearance that the City, its officers, employees, or agencies endorse:

   d. any commercial product or service; and,

   e. any product or service provided by Contractor, unless approved in writing by City; and,

   f. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to City. Contractor shall comply with City Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract.

IN WITNESS THEREOF, the Parties have caused the execution of this Contract by their duly authorized representatives below.

CITY OF BUENA PARK	MERCY HOUSE LIVING CENTERS, INC
_____	_____
Aaron France, City Manager	Patti Long, Chief Financial Officer
ATTEST:	
_____	_____
Adria Jimenez, City Clerk	Larry Haynes, President

APPROVED AS TO FORM:

_____
Christopher Cardinale, City Attorney

ATTACHMENT A

SCOPE OF SERVICES

1) General. Contractor shall provide all labor, materials, supplies, and serves needed to manage and operate the facility located at 6490 Caballero Blvd., Buena Park ("Center") consistent with this Contract, the Management, Operations, and Public Safety Plan ("MOPS") described in Attachment B, and Contractor's proposal, dated March 12, 2024, a copy of which is attached hereto as Attachment A-1. The Center shall be operated by Contractor as a year-round, non-faith based, transitional shelter for initially 150 adults, providing shelter 365 days a year and accessible to the shelter residents 24 hours / day. In addition, the Center will include a multi-service center made available to homeless clients by the same operator who will coordinate a range of on-site, non-faith-based programs and services provided on an in-kind basis by community partners. The Contractor shall be responsible for all day-to-day operations of the Center during the term of the Contract. All work shall be performed in accordance with all latest applicable codes, standards, and regulations.

2) Operations. Contractor shall manage and operate the Center consistent with the Contract, and the Management, Operations, and Public Safety Plan ("MOPS") described in Attachment B.

3) Repairs, Maintenance, Additions and Reconstruction. Throughout the term of the Contract, Contractor will be required, at Contractor's sole cost and expense, to keep and maintain the Center and any and all improvements now or hereafter constructed and installed on the Center in good order, condition and repair and in a safe and sanitary condition and in compliance with all applicable laws in all material respects including, but not limited to, the landscaping, hardscaping, plumbing systems, fluorescent ceiling- mounted electric light fixtures; bulbs for fluorescent lights and related switches; windows; doors and locks, interior/non-structural/above-slab elements of the Center and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said Facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care, other maintenance obligations as further defined in the Maintenance Responsibilities Table and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance.

4) Requirements of Contractor. At all times during the term of the Contract, the Contractor, at Contractor's sole cost and expense, will be required to observe and comply in all material respects with all Laws now or hereafter made or issued respecting the Center and/or the Improvements that are applicable to the Contractor.

ATTACHMENT A-1

[ATTACH CONTRACTOR'S PROPOSAL]

ATTACHMENT B

Center Management, Operations, and Public Safety Plan

The Buena Park Navigation Center (Center) shall accommodate up to 150 clients initially, while providing access to a wide range of programs and supportive services. The Center shall provide safe shelter, basic needs, and navigation services to move individuals and families out of homelessness and into permanent housing opportunities. Clients shall be admitted with minimal, "low-threshold" requirements so that chronic and vulnerable homeless people in the north service planning area can easily enter and remain in shelter until they can find permanent housing. Those accessing the Center Shelter Program will include homeless single men and single women living on the streets in the North Service Planning Area of Orange County.

Contractor shall manage and operate the Center in compliance with the most recent Maintenance and Operations Plan dated _____, ("MOPS"). The City shall retain the discretion to review, amend, clarify, or otherwise modify the Management, Operations, and Public Safety Plan from time to time, and Contractor shall work in good faith with City staff to develop, update, and at all times maintain, and implement, MOPS that accomplishes the purposes of the Contract and is compliant with applicable laws.

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the City Project Manager. The City may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class.

ATTACHMENT C
PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursable CONTRACT between the CITY and the CONTRACTOR for up to the Maximum Compensation per calendar year, commencing the Effective Date and continuing for the Term of the Agreement. The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder. The CITY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the CITY's General Terms and Conditions.

2. PAYMENT TERMS:

An invoice for the reimbursable costs shall be submitted to the address specified by the CITY upon the completion of the engagement and approval of the CITY Project Manager. CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the CITY and verified and approved by the Director of Finance and subject to routine processing requirements of the CITY. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

Billing shall cover services not previously invoiced. The CONTRACTOR shall reimburse the CITY for any monies paid to the CONTRACTOR for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the CITY shall not preclude the right of the CITY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

3. INVOICING INSTRUCTIONS:

Further instructions regarding invoicing/reimbursement are attached hereto and incorporated herein by reference.

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include:

1. CONTRACTOR's name and address
2. CONTRACTOR's remittance address (if different from 1 above)

3. Name of CITY Department
4. CITY CONTRACT/MASTER AGREEMENT number
5. Service date(s) – Month of Service
6. Rate
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. CONTRACTOR's Federal I. D. number
10. Total

4. BUDGET: FISCAL YEAR 24-25

Projected Budget Items	Volume	Buena Park Navigation Center
Staffing/Administrative Costs:		
Program Manager	1.00FTE	$ 85,800.00
Senior Site Lead	1.00FTE	$ 66,300.00
Site Lead	2.00FTE	$ 127,400.00
Overnight Lead	1.00FTE	$ 63,700.00
Navigation Supervisor	1.00FTE	$ 63,700.00
Navigator	6.00FTE	$ 343,200.00
Logistics FT	7.6FTE	$ 395,200.00
Logistics PT	1.1FTE	$ 52,624.00
Saftey Coordinator	4.2FTE	$ 229,320.00
Overnight	2.4FTE	$ 131,040.00
Driver Supervisor	1.00FTE	$ 63,700.00
Driver	5.6FTE	$ 305,760.00
Data Supervisor	0.15FTE	$ 10,335.00
Data/Reservation Specialist	1.00FTE	$ 54,600.00
Total Personal Costs:		**$ 1,992,679.00**
Non-Personnel Costs		
Program Food	149	$ 483,080.00
Security	2	$ 473,040.00
Shelter Supplies	12	$ 90,000.00
Animal Services/Supplies	12	$ 24,000.00
Client Services		$ 10,000.00
Program Transportation - Shuttle Fuel and Repairs	12	$ 43,200.00
Program Transportation - Shuttle Lease	12	$ 41,700.00
Shelter Maintenance (Pest Control, Landscaping, plumbing, Etc.)	12	$ 30,000.00
Utilities/Trash	12	$ 102,000.00
Insurance		$ 10,000.00
Replacement Reserves		$ 5,000.00
IT and Communication		$ 12,000.00
Volunteer Expenses		$ 1,000.00
Program Sub-Total		**$ 1,325,020.00**
Indirect Costs (10%)		**$ 331,769.90**
Total Non-Personnel Costs:		**$ 1,656,789.90**
Total Costs:		**$ 3,649,468.90**

Projected Budget Items	Placentia Navigation Center	Buena Park Navigation Center	Joint Cost of BP & PL
Staffing/Administrative Costs:			
Program Manager	$ 85,800.00	$ 85,800.00	$ 171,600.00
Senior Site Lead	$ 66,300.00	$ 66,300.00	$ 132,600.00
Site Lead	$ 127,400.00	$ 127,400.00	$ 254,800.00
Overnight Lead	$ 63,700.00	$ 63,700.00	$ 127,400.00
Navigation Supervisor	$ 63,700.00	$ 63,700.00	$ 127,400.00
Navigator	$ 228,800.00	$ 343,200.00	$ 572,000.00
Logistics FT	$ 395,200.00	$ 395,200.00	$ 790,400.00
Logistics PT	$ 52,624.00	$ 52,624.00	$ 105,248.00
Saftey Coordinator	$ 229,320.00	$ 229,320.00	$ 458,640.00
Overnight	$ 131,040.00	$ 131,040.00	$ 262,080.00
Driver Supervisor	$ 63,700.00	$ 63,700.00	$ 127,400.00
Driver	$ 305,760.00	$ 305,760.00	$ 611,520.00
Data Supervisor	$ 10,335.00	$ 10,335.00	$ 20,670.00
Data/Reservation Specialist	$ 54,600.00	$ 54,600.00	$ 109,200.00
Total Personal Costs:	**$ 1,878,279.00**	**$ 1,992,679.00**	**$ 3,870,958.00**
Non-Personnel Costs			
Program Food	$ 340,000.00	$ 483,080.00	$ 823,080.00
Security	$ 473,040.00	$ 473,040.00	$ 946,080.00
Shelter Supplies	$ 60,000.00	$ 90,000.00	$ 150,000.00
Animal Services/Supplies	$ 16,000.00	$ 24,000.00	$ 40,000.00
Client Services	$ 10,000.00	$ 10,000.00	$ 20,000.00
Program Transportation - Shuttle Fuel and Repairs	$ 34,560.00	$ 43,200.00	$ 77,760.00
Program Transportation - Shuttle Lease	$ 45,600.00	$ 41,700.00	$ 87,300.00
Shelter Maintenance (Pest Control, Landscaping, plumbing, Etc.)	$ 30,000.00	$ 30,000.00	$ 60,000.00
Utilities/Trash	$ 74,800.00	$ 102,000.00	$ 176,800.00
Insurance	$ 10,000.00	$ 10,000.00	$ 20,000.00
Replacement Reserves	$ 5,000.00	$ 5,000.00	$ 10,000.00
IT and Communication	$ 12,000.00	$ 12,000.00	$ 24,000.00
Volunteer Expenses	$ 1,000.00	$ 1,000.00	$ 2,000.00
Program Sub-Total	**$ 1,112,000.00**	**$ 1,325,020.00**	**$ 2,437,020.00**
Indirect Costs (10%)	**$ 299,027.90**	**$ 331,769.90**	**$ 630,797.80**
Total Non-Personnel Costs:	**$ 1,411,027.90**	**$ 1,656,789.90**	**$ 3,067,817.80**
Total Costs:	**$ 3,289,306.90**	**$ 3,649,468.90**	**$ 6,938,775.80**

ATTACHMENT D

[INSERT HEAP AGREEMENT]

ATTACHMENT E

[INSERT N-SPA AGREEMENT]

Projected Budget Items	Volume	Buena Park Navigation Center
Staffing/Administrative Costs:		
Program Manager	1.00FTE	$ 85,800.00
Senior Site Lead	1.00FTE	$ 66,300.00
Site Lead	2.00FTE	$ 127,400.00
Overnight Lead	1.00FTE	$ 63,700.00
Navigation Supervisor	1.00FTE	$ 63,700.00
Navigator	6.00FTE	$ 343,200.00
Logistics FT	7.6FTE	$ 395,200.00
Logistics PT	1.1FTE	$ 52,624.00
Saftey Coordinator	4.2FTE	$ 229,320.00
Overnight	2.4FTE	$ 131,040.00
Driver Supervisor	1.00FTE	$ 63,700.00
Driver	5.6FTE	$ 305,760.00
Data Supervisor	0.15FTE	$ 10,335.00
Data/Reservation Specialist	1.00FTE	$ 54,600.00
Total Personal Costs:		**$ 1,992,679.00**
Non-Personnel Costs		
Program Food	149	$ 483,080.00
Security	2	$ 473,040.00
Shelter Supplies	12	$ 90,000.00
Animal Services/Supplies	12	$ 24,000.00
Client Services		$ 10,000.00
Program Transportation - Shuttle Fuel and Repairs	12	$ 43,200.00
Program Transportation - Shuttle Lease	12	$ 41,700.00
Shelter Maintenance (Pest Control, Landscaping, plumbing, Etc.)	12	$ 30,000.00
Utilities/Trash	12	$ 102,000.00
Insurance		$ 10,000.00
Replacement Reserves		$ 5,000.00
IT and Communication		$ 12,000.00
Volunteer Expenses		$ 1,000.00
Program Sub-Total		**$ 1,325,020.00**
Indirect Costs (10%)		**$ 331,769.90**
Total Non-Personnel Costs:		**$ 1,656,789.90**
Total Costs:		**$ 3,649,468.90**

Joint Request for Proposals for The Operator of Two North Service Planning Area (NSPA) Navigation Centers in Placentia and Buena Park





MERCY HOUSE

Proposal Contact:
Jillian Sanchez
Grants Manager
PH: (714) 836-7188 x237
EM: jillians@mercyhouse.net
PO Box 1905 Santa Ana, CA 92702

I. COVER PAGE

ORGANIZATION INFORMATION

Name of Organization: Mercy House Living Centers ("Mercy House")

Executive Director/CEO: Larry Haynes

Address: P.O. Box 1905, Santa Ana, CA 92702 Phone: (714) 836-7188
Fax: (714) 836-7901

Organization Website**: www.mercyhouse.net**
Organization Email: info@mercyhouse.net

Name and title of person submitting Proposal Jillian Sanchez, Grants Manager
Phone (714) 836-7188 ext. 237 Email address jillians@mercyhouse.net

ORGANIZATION DESCRIPTION

Are you a 501(c)(3) organization? Yes Federal Tax ID No.: 33-0315864
How long has the organization been in operation? 33 years

PROPOSAL SUBMITTED FOR: (CHECK ONE)

✓ Both Navigation Centers One Navigation Center:
_____Placentia _____Buena Park

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 notherein 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 Organization acknowledges that he/she has thoroughly reviewed all pages for this RFP. The Organization further acknowledges that he/she is aware of all the requirements of these documents and agrees to same. The Organization 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 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).

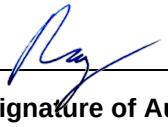
Submitted this Twelfth day of March, 2024.

Mercy House Living Centers	Santa Ana, CA	92702
Organization Name	**City/State**	**Zip Code**

Board Officer of Organization

By: Raymond Bukaty

Printed Name of Authorized Representative

Name: 

Signature of Authorized Representative

Title: Chairman

Date: 3/12/24

Staff Officer of Organization

By: Larry Haynes

Printed Name of Authorized Representative

Name: 

Signature of Authorized Representative

Title: Chief Executive Officer

Date: 3/12/24

PROPOSAL NARRATIVE SECTIONS:

All project proposals must respond to the following sections within the page limits for each to be considered responsive:

II. OPERATOR EXPERIENCE AND CAPACITY - (25 points) (Max 4 pages)

A. **Team. (5 points) Describe the Organization's leadership structure and key staff members and their duties as central to the implementation of the Proposed Navigation Center Programs. Identification of Project Lead or Program Director assigned to oversee implementation of operations of the Navigation Center(s). Describe this team member's experience with Navigation Center operations. If more than one nonprofit is partnering in the service delivery, describe the role of each entity.**

Mercy House is governed by a Board of Directors comprised of 19 members representing a diverse range of sectors including a representative with lived experience of homelessness. Our executive staff have more than 100 years of combined experience in providing services to homeless and at-risk populations and have served in several leadership roles throughout Southern California as well as within the Orange County CoC. Mercy House has a dedicated team of executive and management staff to support the planning, development, on-boarding and on-going management of the shelter programs. This team was the chief architect of the County of Orange's Year-Round Emergency Shelter Management and Operations Plan. The policies and procedures we developed for the no walk-up, reservation-based emergency shelter have since become the standard for new emergency shelters across California. This team has direct experience in launching, operating, and managing all of Mercy House's emergency shelters/navigation centers across includes a total of ***1,692 emergency shelter beds across 18 different sites in seven counties***.

Please see **Attachment D** for descriptions of leadership, key staff members and personnel.

B. Experience. (10 points) Describe the Organization's experience providing social service programs to individuals experiencing homelessness and operating a year-round shelter/navigation center, with an emphasis on experience gained in the last three years on projects like the two North SPA Cities Navigation Center(s).

1. **Describe the Organization's experience and success operating a residential program with diverse and complex needs of homeless individuals and couples. What has been most successful and why? How does your organization ensure clients service needs are met within program timeframes?**

With over 33 years of experience in providing services to the homeless, including the chronically homeless, our staff has extensive knowledge of the needs and barriers faced by the homeless as well as a variety of resources and best practices which may prove helpful to their success. Over the past 10 years, we have shifted the focus of our agency and have made programmatic adjustments to ensure that we were sufficiently contributing to a vision of ending homelessness by serving the most vulnerable in our community. This vision to serve the most vulnerable has also led us to significantly increase our emergency shelter footprint in Orange County and beyond. This expansion of services, while seemingly rapid, hyper growth to some, actually plays to some of our greatest organizational strengths including: 1) working collaboratively with City/County governments, 2) working collaboratively with other organizations, 3) operating effective large mass shelters, and 4) providing housing-focused navigation services and support.

As an operator of 18 different housing navigation sites since 2017, over the years, our experience has taught us valuable lessons in ensuring the effectiveness of our centers and we have adapted our strategies and practices overtime accordingly. These keys to success include:

- Client-Centered Care: From the moment clients enter our shelters, we strive to create an atmosphere of respect, dignity, and collaboration, where they feel valued and empowered to take steps towards stability and self-sufficiency.

- Trauma-Informed Care: Our shelters are designed to be sensitive to the impact of trauma and to create an environment that promotes safety, trust, and healing. This involves adopting trauma-informed practices throughout our operations, such as recognizing and responding to trauma triggers, creating physically and emotionally safe spaces, and providing opportunities for clients to regain a sense of control and empowerment. We have implemented a practice of reducing traditional security measures in favor of Safety Coordinators who are specially trained to work effectively with vulnerable homeless populations.
- Low Barrier: We maintain a low barrier approach to admission, ensuring accessibility for all individuals seeking shelter, regardless of their circumstances.
- Inclusivity: Our centers welcome animals and couples, recognizing the importance of accommodating diverse needs and family dynamics.
- Cultural Humility: We embrace cultural humility, acknowledging and respecting the diverse backgrounds and experiences of our clients.
- Housing-Focused Shelter: Our centers adopt a Housing First approach, prioritizing rapid rehousing and permanent housing solutions as the primary pathway out of homelessness. We have made a strategic decision to separate shelter logistics from housing navigation in order to sharpen our focus on achieving better housing outcomes and providing a higher level of case management training.
- Client Engagement: We strive for high rates of client engagement in the Coordinated Entry System (CES) and the development of individualized housing plans.
- Intensive Case Conferencing: For clients with high acuity or long lengths of stay, we engage in intentional and intensive case conferencing to address complex needs and barriers to housing stability.
- Comprehensive Services: Our centers offer a range of on-site services, including substance use treatment, dental and vision care, and mental health support, through partnerships with Federally Qualified Health Centers (FQHCs) and other providers.
- Collaborative Partnerships: We maintain collaborative partnerships with housing providers and community organizations to facilitate housing placements and support services for our clients.
- Synergy with Housing Programs: Our centers work synergistically with our own housing programs, ensuring continuity of care and support for clients as they transition from shelter to permanent housing.

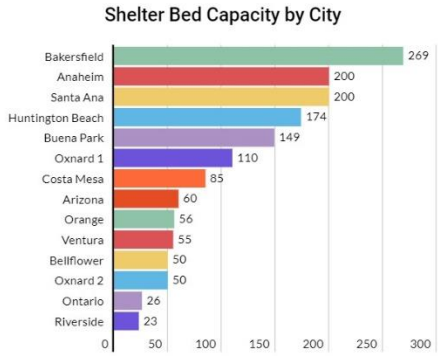
2. **Provide examples of your Organization's experience and strategies in achieving favorable performance outcomes for similar projects, balancing appropriate length of stay and exits to permanent housing.**

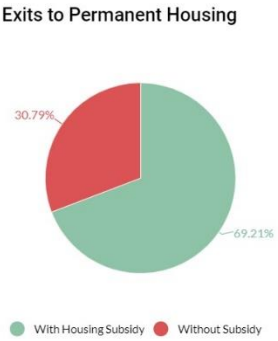
We have operated shelter programs and emergency service programs since 1990. We have operated year-round shelters and Navigation Centers since 2017. The dashboard below provides a snapshot of our shelter bed portfolio as well as the collective impact of our housing navigation and emergency shelters from July 1, 2017 through June 30, 2023:

Emergency Shelters/Navigation Centers

MERCY HOUSE

Total Number of Shelter Beds	Exits to Permanent Housing (2017-2023)	Exits toTemporary Housing (2017-2023)
1,507	1,861	700







Through a competitive process, Mercy House was selected as the vanguard operator of the Buena Park Navigation Center in June 2020, amidst the challenging circumstances of the COVID-19 pandemic. Since commencing operations in 2020, Mercy House has successfully assisted 106 BPNC shelter guests in transitioning to permanent housing, with an additional 39 individuals securing temporary housing. Based on the known destinations at exit from the shelter, this represents a 35% success rate for permanent housing and an additional 13% success rate for temporary housing. The average length of stay for individuals exiting the program was 102 days, which is 32% less than the national average of 151 days.

Of those that exited successfully, 65% were connected to a housing subsidy program through access to the Coordinated Entry System they gained while in the program. The other 35% self-resolved their homelessness. Self-resolved homelessness is another direct byproduct of the Housing Navigation case management we provide to program participants including establishing housing and employment goals, connections to benefits and assessing strengths and resources that the program participant may have to overcome their homelessness including reunification with family members.

We have a long history of successfully engaging both chronically homeless and vulnerable populations in emergency shelter settings. In their care for these populations, our Housing Navigators use several engagement and case management best practices to help break down barriers to service acceptance. Our Housing Navigators are trained to promote a person's right to have choice and control over the process of exiting homelessness and is an effective strategy to empowering people and building rapport. Our service engagement includes motivational interviewing, a collaborative, person-centered approach to elicit and strengthen motivation to change and trauma informed care, a practice that focuses on the triggers and vulnerabilities of trauma survivors including the loss of home, community, stability, safety, and social networks faced by homeless people. To reduce the likelihood of re-traumatization all interactions and engagement with a person are based on culturally relevant and appropriate interactions for the diversity of people we serve. Whenever possible we employ Housing Navigators with lived experience to create peer support relationships. We are always respectful and responsive to the beliefs, sexual orientations, disability statuses, age, gender identities, cultural preferences, and linguistic needs of all individuals we serve, and staff are trained in such a way. We use harm reduction practices including a non-judgmental, non-coercive provision of services.

C. Capacity. (10 points) Describe the necessary components that will be required for the Organization's administrative capacity and managerial oversight to successfully operate the North SPA Cities Navigation Center(s). Describe the action steps and strategies that the organization will deploy for scaling up in a seamless transition, from another operator, within 45 to 90 days. Provide examples of how the Organization will leverage other funding and in-kind services to achieve high performing operations.

Mercy House is the current operator for Buena Park Navigation Center and will continue operations should we be selected. For the Placentia Navigation Center, Mercy House will utilize a full 90 days to being assessments, facilitate transition of personnel from pervious operator, employ policies and procedures as well as protocols for informing clients and stakeholders of transition process, review financial records, budgets, and funding sources including coordination.

Hiring and training will begin within the first 45 days, prior to the handoff of the program. Mercy House intends to partner with the current operator to identify a staff retention plan for current staff working at the Placentia Navigation Center that are interested in continuing their current roles. Any remaining gaps in the staff plan will be hired. Once a staff has been established, Mercy House will begin training in policy and procedures, and service philosophy.

In our operations of the Buena Park Navigation Center, we have successfully secured a number of grants from federal EFSP, State of California and the County of Orange to support gaps in funding to support the navigation center and enhance services to shelter guests. Over the past four years, we have secured nearly $1M in additional funding for the program outside of the City's investment. We currently have a multi-year contract with the County of Orange's Office of Care Coordination that will extend into FY24-25 to support BPNC.

In securing in-kind donations of good and services, through the efforts of our dedicated Community Resource Specialist, we have cultivated relationships with local businesses, community organizations, and individual donors to secure in-kind donations of shelter items, food, clothing, and other essential supplies to support the Buena Park Navigation Center. These contributions have helped offset operating costs, expand our service offerings, and enhance the overall quality of care provided to our clients. The estimated cost savings to the shelter as a result of these in-kind donations is nearly $19,000. Furthermore, our Community Resource Specialist has been instrumental in recruiting and coordinating volunteers to support the navigation center. From providing meal services and organizing donation drives to offering administrative support and direct client assistance, volunteers play a vital role in augmenting our capacity and extending the reach of our services. Despite COVID-19 pauses on volunteer services, the navigation center has received 145 volunteer hours.

Our collaborative partnerships with organizations such as KCS (Korean Community Services) and other FQHCs, along with various service providers, have been instrumental in enhancing the support we provide to our clients. Through these partnerships, we have been able to offer a wide range of in-kind and invaluable on-site and off-site services that directly benefit our clients. From healthcare services and mental health support to substance use treatment and legal assistance, these partnerships have enriched the BPNC program and empowered our clients to address their diverse needs and challenges. By leveraging the expertise and resources of these partners, we have been able to expand our service offerings, improve access to care, and enhance the overall quality of support we provide to individuals experiencing homelessness. As we look ahead, it is our desire to continue strengthening and building upon these collaborative partnerships in the coming years. We recognize the importance of working together with our community partners to support the North SPA shelter system more fully and effectively.

Lastly, Mercy House is proud to be a contracted community supports provider with CalOptima, a partnership that allows us to integrate CalAIM services into our shelters. This integration ensures that authorized shelter guests have access to essential housing deposit and move-in resources upon exiting the shelter. In the upcoming fiscal year 2024-2025, we are excited to announce our plans to expand CalAIM services within our shelters. This expansion will include the addition of on-site Enhanced Care Management staff, who will work alongside our current housing navigators to create a dedicated Care Management team.

This collaborative approach aims to provide even more comprehensive support to our guests at both the Buena Park and Placentia shelters, facilitating successful outcomes and empowering individuals on their journey towards stable housing and self-sufficiency.

D. Documentation to be included in the Exhibits for each entity (Required to meet proposal threshold):

1. An organizational chart showing lines of responsibility for each staff position.
2. Resumes of leadership and job descriptions for key programmatic and administrative staff identified to work on these programs specifically.
3. Documentation that each entity is certified by the U.S. Internal Revenue Service as a 501(c)(3) tax-exempt non-profit corporation.
4. Attach three (3) references: One funder audit report, one from a partnering agency and one from a community stakeholder. These references from public agency partners with full names, titles, contact phone and email information, and identification of the projects in which similar shelter operational services were provided.

III. PROGRAM DESIGN AND OUTCOMES – (25 POINTS) (MAX 4 PAGES)

A. **Program Description.** Provide a detailed narrative describing the proposed navigation centers and explaining how the program will ensure that persons with complex needs can be served effectively. Please make sure to address the following information:

1. **Continuum of Care System. (3 points) Explain how the navigation centers will be integrated into the larger Continuum of Care system.**
   As active members of the CoC, Mercy House participates in CoC meetings, committees, and planning processes. We contribute our expertise and insights to CoC initiatives aimed at addressing systemic homelessness, advocating for policy changes, and enhancing service coordination and integration across the community. Through formalized partnerships and collaborative agreements, we establish referral pathways and ensure individuals accessing our navigation centers can seamlessly access other services, including housing assistance, mental health support, substance abuse treatment, and employment services.

2. **HMIS/CES.(2 points) Describe the Organization's experience working in HMIS and your plan to comply with HMIS requirements. The CoC Coordinated Entry System (CES) is within the HMIS System. How does the Organization overcome system delays in securing a CES housing placement?**
   Mercy House has been an integral part of the Orange County HMIS system for over two decades. Upon admission to our program, every guest completes standardized OC HMIS Intake and Consent Forms alongside a Housing Navigator. Our dedicated Data/Reservation Specialist ensures that all entries, exits, and services are promptly logged into HMIS within 24 hours of occurrence. Upholding our commitment to data integrity, our Data Manager meticulously oversees accurate data entry, adhering to our established "Data Quality Plan," which includes monthly reviews to ensure accuracy and timeliness. Our Housing Navigators conduct CES assessments, gather necessary documentation, and actively participate in weekly match meetings. Recognizing potential delays within CES, our Housing Plans encompass a variety of housing options both within and outside of CES parameters. Additionally, Mercy House manages the ICES system for the North SPA region, providing essential office hour support to shelter staff members.

3. **Income/Employment and Permanent Housing. (3 points) Describe how clients will be connected to increased income and permanent affordable housing.**
   Once a Housing Navigator has conducted an individual assessment of needs and complete CES assessments, clients are helped in obtaining necessary documents, linkages to resources, and employment guidance. Shelter clients are connected to employment and job service providers including Chrysalis to provide job skills training, coaching, and mentoring, FAFSA assistance, and job placement services. Housing Navigators attend weekly match meetings to advocate for their clients to be matched to housing resources. As CES will not be the only available resource for shelter guests to obtain permanent housing, Housing Navigators also explore other housing options in the Individualized Housing Plan.

4. **Admission Criteria and Procedures. (3 points) Describe admission criteria and procedures including client rules and guidelines, identification requirements, screening requirements, bed reservation system, new clients, day leave and returning clients and hours of operation.**

   - *NSPA Cities refer clients into the program from PD Homeless Liaison Officers, City representatives and certain outreach staff using the Outreach GRID technology, there are residency requirements and 290 Registrants and those with active felony warrants are not eligible.*

   The Buena Park Navigation Center is operational 24 hours a day, 7 days a week, 365 days a year and per this RFP, the Placentia Navigation Center will follow the same operational times. To decrease the impact to the surrounding neighborhood, access to bed availability is handled through a reservation system. No walk-ins without a reservation are permitted. Daily bed vacancies are updated daily in the "Outreach Grid" bed reservation platform to coordinate referrals from the North Orange County Public Safety Collaborative referral partners including street outreach teams and homeless liaison officers. Mercy House has a dedicated Data/Reservation Specialist who is charged with receiving referrals from designated referral partner agencies daily. Every evening the Site Leader updates the Bed Reservation Roster to track inventory and bed vacancies. This roster is then shared with the Data/Reservation Specialist so they know exactly how many

referrals may be received that day and the type of beds that may be available (i.e. women's bed, men's bed, etc). Once a referral is made, the Data/Reservation Specialist conducts the open felony warrant and sex offender screening. If the person is cleared of their screenings, they will call the referring partner back to let them know the referral was approved and provide them instructions on accessing the shuttles to transport them to the shelter. To ensure that each program's bed inventory is utilized as efficiently as possible, Mercy House will enforce a "Guest Attendance Policy" that specifies limitations on nights away from the shelter. Policies also dictate procedures for day leaves and reentry that ensure program safety.

Reference **Attachment I** for full policy texts.

5. **Re-admission Procedures. (2 points) Describe exit and re-admission policies and procedures.**
Mercy House has an established Shelter and Operations Policies and Procedures for re-admission that will be used in the two shelter programs. Reference **Attachment I – Reenrollment Policy** for full policy text.

In general, guests who exit the shelter may reenter however bed vacancy priority is given to those who have not yet gone through the Program curriculum. When a guest exits the program, they may contact the Program's Reservation Center or Front Desk Phone Number, or other Coordinated Entry Point the following business day to be notified of their eligibility for reenrollment. Reenrollment eligibility may be possible after a predetermined time has passed since a guest's exit. This "re-eligibility" time will be dependent on the severity of their most recent exit. Low-Tier Exits will result in the exited guest having to spend at least 30-60 days out of the program before they would be eligible for reentry, mid-tier exits would be for minimum 90 days and high tier infractions would be minimum 180 days. if a guest demonstrates especially violent or dangerous behavior, the decision may be made by program management to prohibit that person from ever returning to the Program and would be considered a "Critical Exit."

6. **Types of Services. (3 points) Describe the type of on-site and off-site services to be provided including, but not limited to: outreach and engagement, intake and assessment, case management, residential services, housing navigation and retention, behavioral health counseling and treatment, crisis intervention services, etc.**
Services are designed to meet the basic needs of the most vulnerable homeless individuals living on the streets of the North SPA region while supporting them through services that increase access to permanent housing opportunities.

The services provided focus on four main areas, including:

1. **Shelter Services** – meeting basic needs such as beds, food, showers, laundry, and larger needs such as computer access, pet services, and personal storage.
2. **Supportive Services** – including but not limited to case management, employment services, veteran services, mentoring and life skills. benefits enrollment, transportation assistance, finance education, legal support, and resource referrals.
3. **Housing Services** – targeted to provide connections to housing including Housing Navigation, enrollment in Coordinated Entry, tenant education and access to rapid rehousing programs.
4. **Health Services** – targeted to meet the acute health needs of shelter guests including disease assessment, respite care, treatment of disease, addiction, and behavioral health.

As a 24-hour Emergency Shelter Program, staff will encourage all program participants to stay on-site during the day and take advantage of the services provided to them during the daytime. The role of Mercy House as the operator is to recruit and manage service partner agencies specialized in providing an array of supportive services beneficial to program participants.

7. **Case Management. (3 points) Describe the level and frequency of case management and explain the time intervals used for achieving document readiness for CES, securing income, accessing treatment referrals, and achieving housing placements.**

Housing Navigation is provided to shelter guests at a minimum weekly during their time in the shelter. During these sessions, housing navigators work collaboratively with guests to assess their needs, set achievable goals, and develop personalized housing plans. Housing Navigators prioritize assisting guests in obtaining necessary documentation for CES assessments, such as identification documents, proof of disability, and

documentation of homelessness. This process typically takes place within the first few weeks of enrollment in the program to ensure guests may participate in CES and access housing resources efficiently.

As part of the Housing Plan process, Housing Navigators work with guests to identify opportunities for increasing income, which may include employment assistance, accessing public benefits, or connecting with vocational training programs. The timeline for securing income varies depending on the individual's skills, experience, and job market conditions but typically ranges from several weeks to a few months. For guests in need of mental health or substance abuse treatment, Navigators facilitate timely referrals to appropriate healthcare providers or treatment facilities. The timeframe for accessing treatment referrals depends on the guest's readiness to engage in treatment but is typically prioritized within the first month of enrollment. The partnerships with FQHC partners KCS at BPNC and Family Health Matters at Placentia help to expediate access to these health services.

Mercy House is committed to helping guests secure permanent housing placements as quickly as possible. Navigators work closely with clients to connect to CES, identify suitable housing options, assist with housing applications, and navigate the housing market. The timeline for achieving housing placements varies depending on factors such as housing availability, client preferences, and eligibility for housing assistance programs but is typically prioritized within three to six months of enrollment. The all-time average length of time to a permanent housing placement at Buena Park Navigation Center is 289 days – 44% have exited successfully within 180 days, 64% have exited successfully within 365 days. Our goals is to continuously reduced this average.

8. **Program Outcomes. (3 points) Describe how the Organization will structure its program to meet and exceed program outcomes listed in the RFP. Length of Stay/Occupancy metrics are a key priority to ensure system flow.**

In meeting the performance objective *to maintain occupancy at 95%*, we will:

- ✓ Retain a Call Center Specialist to ensure that bed vacancies are entered into Outreach Grid bed reservation platform daily.
- ✓ Continue to actively work with North Orange County Public Safety Collaborative and “Outreach Grid” technology platform to receive referrals as vacancies arise.

In meeting the performance objective to have *25% of entries increase income*, we will:

- ✓ Develop employment and/or benefits acquisition goals as part of the client’s Individualized Housing Plan.
- ✓ Support clients in navigating the process for applying to jobs or benefits acquisition resources.
- ✓ Connect program participants to employment resources in the community. Mercy House has formal relationships with Chrysalis, and United Way’s Upskill OC program.
- ✓ Provide transportation assistance to access important appointments.
- ✓ Leverage access to HDAP funded SOAR Specialists in the North SPA who may support program participants with SSI/SDI applications.

In meeting the performance objective to *maintain 80% service engagement and utilization rates*, we will:

- ✓ Work to build early trust and rapport with shelter guests through regular, polite, friendly, and person-centered interactions.
- ✓ Use case management best practices such as trauma-informed care, strengths-based approach and motivational interviewing techniques to allow shelter guests to see themselves as agents of change in their own lives and to create manageable and actionable goals.

In meeting the performance objective of achieving *25% of successful exits*, we will:

- ✓ Create program participant-centered and housing focused housing plans and goals directed toward strengths and barriers to housing.
- ✓ Support clients to access CES as well as opportunities for housing outside CES.
- ✓ Provide comprehensive Housing Navigation case management at least weekly.
- ✓ Housing Navigators will attend weekly CES Match meetings to advocate that their clients are matched to appropriate housing interventions that may be available.

- ✓ Maintain knowledge of housing resources that are available within and outside of Orange County.

In meeting the performance objective of having no more than *120 days length of stay* per client, we will:

- ✓ Ensure that all shelter guests are assisted to enter Coordinated Entry System as a primary goal within their first 30 days of program participation.
- ✓ Ensure that Housing Navigators develop an Individualized Housing Plan with shelter guests that sets tangible action items for clients to focus on and drives all case management conversations to resolve homelessness as quickly as possible.
- ✓ Housing Navigators will attend weekly CES Match Meetings to advocate that their clients are matched to appropriate housing interventions that may be available.

In meeting the performance objective to have at least *90% Permanent Housing Placement retention*, we will:

- ✓ Prioritize the Housing First approach, with emphasis on providing clients access to permanent housing without preconditions or barriers to entry.
- ✓ Provide tailored case management and services to help clients overcome housing barriers and gain access to community resources.
- ✓ Maintain regular follow-up and monitoring, which are essential to ensure that individuals maintain housing stability over time.

9. **Milieu Management. (3 points) Describe the Organization's practices for maintaining structure, order, cleanliness while promoting a healthy environment, incorporating recreation, education and activities for program participants.**

Mercy House has established Staff Standards that include expectations as well as a chain-of-command policy that allows for concerns to be addressed efficiently. Every staff member is welcome to bring concerns up to any level of management if the matter cannot be resolved with their direct supervisor. Likewise, any supervisor above a staff member in the chain-of-command may direct staff at positions below them on their same chain. If there is a need for *immediate* attention, the Emergency Services supervisor may take command of any specialist staff without coordinating with the specialists' direct supervisor. If there is an urgent, but *no immediate*, need, the Emergency Services supervisor will be expected to coordinate with the specialist's supervisor as a professional courtesy.

The Program Manager will be responsible for keeping an accurate and ongoing inventory of all needed supplies, including day-to-day consumables like kitchen, office, and cleaning supplies, as well as specialty items like Personal Protection Equipment [PPE], and safety equipment. The Program Manager may delegate the task of recording inventory counts to any appropriate shelter operations staff (e.g., Logistics Coordinator, Safety Coordinator, Site Lead, etc.). Part of this responsibility will include being able to determine the speed in which each supply is depleted, so that a reasonable "Maximum/Minimum" threshold can be established by which staff can use to keep items in appropriate quantities moving forward.

Mercy House has a Daily Cleaning Policy that helps ensure safety and wellness remain key components of a successful shelter program. As such, staff will complete regular cleanings of the facility throughout each day and night. All shelter staff will be expected to help in the event of an emergency clean-up or when the logistics team may need additional support. When volunteers are available, staff may complete cleaning duties with their assistance, but responsibility will ultimately belong to staff.

All guests will be encouraged to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime unless the program states otherwise. Daytime program activities include but will be not limited to, the following: Access to on-site service providers; Life skills classes and workshops and indoor and outdoor recreational activities.

IV. SERVICE DELIVERY METHOD AND STAFFING – (25 POINTS) (MAX 4 PAGES)

A. (5 points) Provide information detailing the proposed number of full-time equivalent staff (FTE) coverage for each shift. Describe what role each position plays in the management of shelter logistics, and supervision, the Navigation Center supportive services and treatment planning efforts, coordination of programs provided on and off site, and transportation, community engagement components.

Currently, Mercy House has a 32-staff member team operating Buena Park Navigation Center. To operate the Placentia Navigation Center effectively and efficiently, Mercy House will employ 34 staff members comprised of a Program Manager, Housing Navigator Supervisor, Shelter Specialists, and several other positions integral to the operations of the shelter.

Please see **Attachment D** for the proposed number of full-time staff and the descriptions of each role.

B. (10 points) Describe the Staffing Management Plan including hiring, onboarding, background checks, attrition rates/response, training protocols for new staff, including but not limited to de-escalation techniques, conflict resolution and mediation, safety, confidentiality, emergency procedures, and trauma informed care.

Mercy House has established Shelter and Operations Policies and Procedures that consists of Staff Trainings Procedures, ensuring that from orientation to shelter onboard, new hires receive training that will be utilized in the shelter. All shelter staff will be expected to be well trained in best practices and Mercy House traditions. Part of this training will be received during Mercy House New Hire Orientation with Human Resources, while the vast majority of on-site experience and work skills be learned once they have been placed at the shelter site and introduced to their working group leads.

All staff will be expected to matriculate through agency and department training before they are permitted to work with the shelter clientele without personal new-hire supervision. The following milestones represent the order in which a new staff member is selected and trained to be a specialist working in homeless services.

Interview and Hiring – Typically completed in a series of interviews or selection phases, usually by the hiring supervisor and/or support from an HR representative.

Mercy House New-Hire Orientation – Provided by HR, usually with a group of other newly hired Mercy House staff, sometimes from different departments.

Assignment To Shelter Location and Supervisor – HR will provide the staff member with contact information for their Program Manager, as well as their site placement (HR may also provide contact information for the staff's working group lead if it has been provided to HR via the requisition form)

Tentative Scheduling and Shadowing – The supervisor will confirm a tentative schedule for the staff to work while completing on-the-job training and shadowing a group of veteran staff members in the work they will do once training is completed.

Mercy House Shelter Staff Onboarding – Onboarding will consist of on-site safety tours and demonstrations of work duties, as well as written and videographic trainings provided via "Mercy House University" (the Department's resource and training knowledge platform)

Completion of Onboarding – After Onboarding has been completed and documented, proof of trainings will be archived and provided to Human Resources to go in the staff's personnel file. At this time, the staff member is considered trained and ready to serve the homeless without personal supervisory assistance. They will assume their regular standard-duty work schedule immediately.

During orientation, Human Resources will educate staff on agency policies, procedures, and expectations, as well as assign post-hire credential training and employment responsibilities. After completing orientation, they will receive work assignments and initial work schedules. Emergency Services staff must complete Shelter Staff Core Training and Onboarding courses, provided by the Shelter Administrator and Human Resources team. Staff may shadow veteran staff members during training. After completing orientation and onboarding, supervisors can assign them to standard and independent work duties. Staff must also complete annual update training on key policies and critical knowledge. Examples of Core Training Topics required for all shelter staff include:

- Action Plans
- ADA & Disability Law
- Cleaning and Sanitation
- Communicable Diseases: Part I– Germs, ATD's & COVID-19
- Communicable Diseases: Part II – Bugs!
- Communicable Diseases: Part III – Bloodborne Pathogens & Universal Precautions
- Data & Client Privacy
- De-Escalation Strategies
- Ethics and Good Habits
- Exits and Reenrollment
- Fire & Earthquake Safety
- Good Neighbor Policy
- Grievance Procedures
- Guest Expectations
- Housing-Focused Shelter Engagement
- Incident Reporting
- Media Requests
- Narcan (Naloxone)
- Staff Expectations
- Volunteerism

In addition to these Core Trainings, specialist staff members will receive additional trainings to supplement their knowledge base on topics specific to their job duties (e.g., "Safety Searches training for Safety Coordinators, "Pre-Trip Inspections" for Fleet Drivers, and "File Archiving" for Housing Navigators). Every shelter will have the goal of keeping at least one staff member on every shift who has been trained and carries an active certification in CPR and First Aid.

C. **(10 points) Describe how the Organization will address the following components of the program, as it pertains to the County of Orange Standards of Care for Emergency Shelter Providers and the Management and Operations Plan (MOPS) for the Navigation Center(s) in Appendix A, B and C, respectively. Please describe any deviations from the level of service described in these documents and clearly describe them in this section**.

All our emergency shelters/housing navigation centers in Orange County have uniform and consistent adoption of integral operating policies and procedures that are established by the County's Standards of Care. The policies and procedures that we have modified and/or adopted to align with the Standards of Care are actively used at the Buena Park Navigation Center and will be applied to the Placentia Navigation Center. Mercy House is monitored by the Office of Care Coordination on these Standards annually and does not have any unresolved concerns or corrective actions. We have a dedicated full-time Emergency Shelter Administrator whose job is to ensure that all these policies are procedures and adhered to at each one of our shelters and updated as needed. Please see **Attachment I** for a full description of each policy and procedure listed.

1. **Describe the Safety Policy for the facility including facility maintenance, fire and earthquake safety, fire prevention procedures, lighting, loitering, entrance and exit procedures, alarms and cameras.**

Mercy House's safety policies emphasize the use of evacuation plans, fire prevention tools, emergency lighting, fire inspections, alarm systems, and surveillance cameras. We contract external vendors to maintain equipment and ensure proper use of cameras. In case of an earthquake, inspections are maintained by the property owners' Facilities Management Department to prevent hazardous debris or damage.

Reference **Attachment I – Emergency Planning and Response policies** for full policy text.

2. **Describe the Health Policies related to disease prevention (lice, bedbugs, mold etc), quarantine procedures, addressing medications, contraband, drug and/or alcohol use or possession, health and behavioral health issues.**

   Mercy House has established policies and procedures related to Health and Safety, COVID-19, Connection to On-site Medical Partner, Dangerous Intoxication, Hospitalization, Medication Management, Narcan Use, Daily Cleaning, Pest Control, Behavioral Health Emergency Response. Each policy aims to protect public health, ensure client well-being, maintain safety and security and establish clear guidelines and procedures, to create a supportive and healthy environment that fosters the well-being and success of guests and staff alike.

   Reference **Attachment I Health and Safety Policies** for full policy text.

3. **Describe the Security Plan for the facility. Use of equipment and security personnel to monitor the security of the facility and program occupants/staff.**

   Mercy House has established policies and procedures related to Security Plans including Fleet Safety Systems, No Trespass Policy, Photography Policy, Safety Coordination Procedures, and Safety Surveillance Policy. For use of equipment and security personnel to monitor the facility and program/occupant staff, most Mercy House shelters utilize some form of Safety Surveillance System in and around the shelter facilities. Surveillance Video Cameras are used for safety, training, and security purposes only, and never for personal or non-business use. The Safety Surveillance Systems will typically be owned or leased by Mercy House, and installed by a professional, third-party installation company.

   Reference **Attachment I – Site Security Policies** for full policy text.

4. **Please describe your Organization's strategy for managing the Good Neighbor Plan and participation in the Community Advisory board/commission.**

   Mercy House's shelter will operate in accordance with each region's established best practices and Standards of Care for Emergency Shelter Providers. Mercy House is committed to communication with neighbors on an ongoing basis, including helping to facilitate Community Forums as needed.

   Reference **Attachment I – Good Neighbor Policies** for full policy text.

5. **Describe Food Policies related to the provision of nutritional needs of clients, restricted medical diets, health department standards and the sanitary storage and preparation of food within the context of warming kitchen facilities.**

   Every Mercy House program will provide three meals per day to each guest in every 24-hr shelter or navigation center, unless otherwise stated in the program contract. Meal menus will be posted regularly for all guests to see ahead of time, and, if supplies are available and the request is reasonable, guests will have the opportunity to request alternative meals to accommodate medical conditions or religious beliefs. Procedures include specifics on serving meals to infirm guests. Programs located in a facility with serving-only "warming kitchens" will not be allowed to cook or prepare food on-site for health and safety reasons. Any food purchased from an off-site vendor, or donated by an approved donor, will be assessed to ensure food service and food safety compliance.

   Reference **Attachment I –Food Services Policies** for full policy text.

6. **Describe the policies of how the program will accommodate pet and service animals.**

   Pets are eligible to come into the emergency shelter as well as service and emotional support animals. Animals are limited to dogs, cats and miniature horses (only as an ADA required service animal). No birds, rodents, reptiles,or exotic animals will be permitted. Upon entry into the program, the guest must agree to the following policies related to animal health, shelter safety, and general owner responsibilities. Animal owners are subject to action plans if they do not follow shelter policies and procedures regarding animal care.

   Reference **Attachment I –Animals Policy** for full policy text.

7. **Describe Transportation Policies pertaining to pedestrian traffic and parking, bus and shuttle, personal vehicle transportation and parking, etc.**

   To minimize the impact on any surrounding neighborhoods, the Program will maintain a firm "No Walk-up Policy." To facilitate a guest's ability to travel to and from the site while respecting the "No Walk-up Policy," the program provides policies and procedures for staff-driven shuttles, 3rd party rideshare company (e.g., Taxi, Lyft, or Uber), approved Guest-owned motor vehicles and bicycles, or Drop-off or pick-up by friend or relative. Guests with approved motor vehicles may be allowed to park on property by permit only. Every guest may be permitted to keep one working, standard bicycle on-site. All bikes must be stored in the bike rack/bike storage area.

   Reference **Attachment I – Transportation Policies** for full policy text.

8. **Describe Non-Discrimination Policies including but not limited to gender- specific programming, compliance with Americans Disability Act, Sexual Harassment, equity and inclusion policies and practices.**
   Mercy House prohibits discrimination in admission or participation in its programs, services, and activities based on a range of factors outlined within our policy. Mercy House welcomes all individuals regardless of sexual orientation, gender identity, marital status, race, class, religion, age, or background and ensures equal access to our programs. Persons accessing the Navigation Center will be classified as the gender with which they identify, as opposed to only the gender assigned to them at birth. This is to ensure that the program will provide equal access to all persons, regardless of their gender identity, gender expression, or sexual orientation. A guest may request reasonable accommodation whenever they determine one is needed. Mercy House maintains a zero-tolerance policy towards violence, sexual misconduct, other criminal activity,

   Reference **Attachment I – Equal Access and Accommodations** for full policy text.

9. **Explain Grievance Policies and Procedures related to receiving and posting the policy, process to make a complaint, resolving a grievance, meeting with staff and whistleblower policy.**

   Guidelines are established within our grievance policies and procedures that outline informal and formal complaints. The Housing Navigator, Site Lead, or Program Manager (who was not mentioned in the complaint) will arrange an informal meeting if one is necessary, to discuss the client's concerns depending on severity. Clients have the right to file a grievance without fear of harmful repercussions from staff.

   Reference **Attachment I- Grievances and Appeals Policies** for full policy text.

10. **Describe your agency's policies regarding Confidentiality for clients information in hard copy files and with use of databases.**

    Mercy House has strict policies and procedures for client confidentiality and protecting personal identifiable information (PPI). All staff members must undergo regular training on these policies.

    Program participant records are legally protected confidential records and must be treated as such. This means that program participant records maintained by Mercy House must be kept in a locked file at all times except when being reviewed or updated. It is unethical to discuss program participants with family or friends, unless an employee is ordered to do so by a court or otherwise required by law. If someone insists on obtaining information and the program participant has not authorized it, Mercy House's Chief Compliance Officer is immediately notified for guidance. All actual or potential breaches of PPI are investigated by the agency's Chief Compliance Officer. Follow up actions are determined through a risk assessment process. Employees responsible for compromised PII security are subject to corrective and/or disciplinary actions. The type of sanction will depend on the intent of the individual and severity of the violation.

V. GUIDING PRINCIPLES/COMMUNITY CONNECTIVITY: (5 POINTS) (MAX 1.5 PAGES)

A. Please provide a narrative description of how your Organization's operations will align with the Five (5) Guiding Principles for the North SPA Cities Navigation Centers.

Our organization is deeply committed to aligning our operations with the Five Guiding Principles for the North SPA Cities Navigation Centers, ensuring that our efforts are guided by compassion, collaboration, and a steadfast focus on empowering individuals experiencing homelessness.

Mercy House understands the importance of consistency in service delivery to ensure that individuals experiencing homelessness receive reliable support and we are committed to maintaining consistent operational procedures and service standards across both Navigation Centers. Ethical conduct, community trust, and accountability are prioritized in all operations, with dedication to achieving positive outcomes for clients and stakeholders in North SPA cities.

Mercy House places great emphasis on performance metrics as tools for evaluating the effectiveness of our services and programs. Our Chief Strategy and Compliance Officer is charged with reviewing program reports to determine if the agency is on target to meet program outcomes. We track and analyze data on client outcomes, operational services provided, and the impact of supportive service components to continuously improve our approach. By closely monitoring performance indicators, we can better tailor interventions to meet the unique needs of each client and ensure follow-through on service delivery.

We are committed to ensuring the quality of the Navigation Centers through ongoing quality improvement practices. We regularly assess key components of each program, including intake and access procedures, transportation plans, supportive services delivery, community engagement, and performance outcomes. On a quarterly basis, our Program Evaluation Team, consisting of our Chief Executive Officer, Chief Operations Officer, Chief Program Officer, Chief Strategy and Compliance Officer, Housing Solutions Director, Emergency Services Director and Data Manager meet to review and evaluate each one of our programs towards their intend goals. The Chief Program Officer, Housing Solutions Director and Emergency Services Director will discuss progress and strategies for course-correction with their respective program teams, as needed.

In summary, our organization's operations are fully aligned with the five guiding principles for the North SPA Cities Navigation Centers. Through compassionate engagement, trauma-informed care, collaborative partnerships, housing-centered solutions, and a strengths-based approach, we are committed to supporting individuals experiencing homelessness on their journey toward stability.

B. Please summarize the Organization's connection to local homeless related service provisions, include any partnerships within the North SPA region and note engagements in local community events and associations.

We are involved in several collaborations and networks that help support the services we provide to shelter guests as well as allow us to be involved in a systemic approach to addressing homelessness in our community. The list provided is not exhaustive of all of our partnerships but provides a breadth of our experience in working with other agencies.

To operate a cost-effective shelter, we actively recruit and manage a number of partners to provide in-kind services to shelter guests. The Program Manager is charged with recruiting and encouraging participation by outside service providers. The Program Manager maintains a service provider schedule and ensures that on-site service providers observe rules and respect and maintain the facility while in use. They engage participation in and facilitate quarterly Shelter Partner Meetings, wherein service partners can provide feedback and areas of improvement.

At the Buena Park Navigation Center, we specifically work with the following service partners to provide on-site wrap around services to shelter guests:

KCS	Provides mobile and off-site medical care to shelter guests
HCA Outreach & Engagement	Provides mental health services to shelter guests
Lighthouse	Hosts on-site addiction recovery group meetings
Serve the People	Provides vision services
APAIT	Provides on-site HIV & STD Testing for shelter guests
Assurance	Provides life line cell phones
Chrysalis	Provides employment services to shelter guests
Heart 4 Pets	Provides veterinary services to shelter animals

VI. OPERATOR PROGRAM BUDGET – (20 POINTS)

Please complete the corresponding tab for both Navigation Centers or for Placentia or Buena Park only. The Budget must reflect one annual cycle for a three year contract award.

A. Clearly identify and detail all program costs/uses for program components identified in the RFP including but not limited to personnel, case managers, housing navigators, on-site security, food and transportation.

B. Provide line-item cost of services including other leveraged funding, sources and in- kind values.

Please see Attachment #1 in Planetbids,

VII. REQUIRED EXHIBITS AND ATTACHMENTS (NOT INCLUDED IN PAGE LIMITS)

Respondent shall submit the following attachments:

A. 501(c)(3) letter and evidence in good standing, also for each partner agency proposed.

B. Three years of Audited Financial Statements or Single Audit, as applicable

C. Attach the organization's existing strategic plan or annual report, if available

D. Organizational Chart, including key staffing for the proposed project

E. Resumes and Job Descriptions Key Personnel

F. Memorandums of Understanding (MOU) with partner agencies, including the specific type of services committed, the frequency of service delivery, duration of partnership.

G. Three References: 1) audit from a funder 2) a partner agency 3) community stakeholder

H. Sample forms used during Client intake, Individualized Service Plan, Shelter Rules.

AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE COUNTY OF ORANGE FOR THE CAPITAL IMPROVEMENT OF A HOMELESS SHELTER

THIS AGREEMENT #18-23-0056-HEAP ("Agreement") is made and entered into this 22nd day of January 2019 ("**Effective Date**"), by and between the City of Buena Park, with a DUNS #039123968, 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 150 beds for homeless shelter to serve the CoC's North Service Planning Area in Orange County; and

WHEREAS, City has identified for this purpose a site located at 6490 Caballero Boulevard, in the City of Buena Park, California 90620 ("**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 $6,412,300 toward HEAP eligible capital improvement costs of the Site (the "Funds").

WHEREAS, on or about January 29, 2019, City's request for Funds was approved by the state of California, Business, Consumer Services and Housing Agency. The State Standard Agreement Amendment is attached hereto as Exhibit 3 and is incorporated herein by reference; and

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 is attached hereto and incorporated by reference into this Agreement:

Exhibit 1: North Service Planning Area
Exhibit 2: State Standard Agreement 18-HEAP-00026
Exhibit 3: State Standard Agreement Amendment
Exhibit 4: Drug-Free Workplace Certification
Exhibit 5: Declaration of Restrictive Covenant and its attached exhibits

1. CAPITAL IMPROVEMENT OF THE SITE

1.1 The Site is owned by the City, and the City Council has selected and approved the Site to be used for the purposes described in this Agreement.

1.2 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 and its amendment attached hereto as Exhibits "2—3".

1.3 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.

1.4 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.

1.5 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").

1.6 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.

1.7 The City has agreed to execute, properly record, and comply with requirements of the Declaration of Restrictive Covenant by and between County and City dated _____,

_____ 2019, ("Covenant"), which is attached hereto as Exhibit "5" and is incorporated herein by reference. 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 execution of this Agreement.

2. COST SHARING BETWEEN THE PARTIES:

2.1 County shall provide up to Six Million, Four Hundred Twelve Thousand and Three Hundred dollars ($6,412,300) (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.

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 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.

3.2 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.

3.3 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, for informational purposes the 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.

3.4 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.

3.5 City shall collaborate with County on the County's Coordinated Entry System and other Continuum of Care services.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 The City shall provide the following agreed upon services including but not limited to ("Services"):

3.10.1 Provide a minimum of 150 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

3.10.2 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;

3.10.3 Operate the Site 24/7 (24 hours per day, 7 days a week),

3.10.4 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".

3.10.5 Provide case management services, rental assistance, and access and/or referrals to mental health and social services designed to reduce homelessness.

3.10.6 Provide other services as reasonably necessary to comply with the HEAP funding requirements.

3.11 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 and its amendments, 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:

County	City
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	City of Buena Park 6650 Beach Blvd. Buena Park, CA 90621-2905 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.

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 **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.

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.

4.11 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.

4.12 The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

4.13 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.

4.14 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.

4.15 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.

4.16 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.

4.17 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.

4.18 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 4, attached hereto and incorporated herein by reference.

4.19 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.

4.20 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.

4.21 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 Buena Park**

By: _____

Name: James B. Vanderpool

Title: City Manager

Dated: 4/16/19

ATTEST:

By: _____

Name: Adria M. Jimenez

Title: City Clerk

Dated: APRIL 16, 2019

*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: _____ Dated: _____

Dylan Wright, Director
OC Community Resources

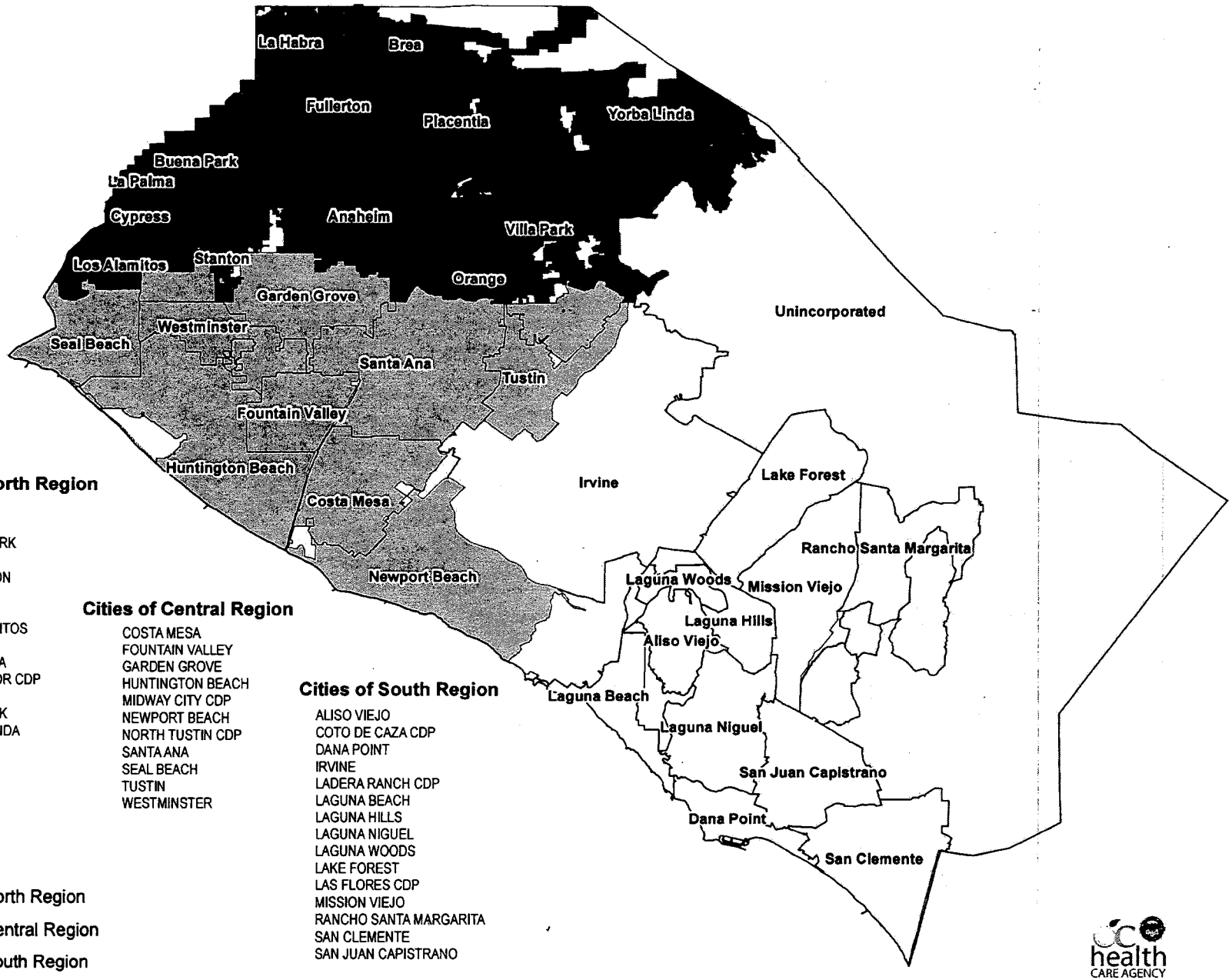
APPROVED AS TO FORM:

By: _____ Dated: 4/18/19

Deputy County Counsel

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

OC health CARE AGENCY

Health Policy Research and Communication, May 2017

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

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

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

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:

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

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STATE OF CALIFORNIA

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BUSINESS, CONSUMERS SERVICES AND HOUSING AGENCY

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ADDRESS
915 Capitol Mall, Suite 350-A, Sacramento, CA 95814

California Department of General Services Use Only

☐ Exempt per:

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

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

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.

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

Contractor's Initials 

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

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.

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

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.

Standard Agreement
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

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

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;

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.

Standard Agreement
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.

Standard Agreement
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.

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

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	**Expiration Date:**	10/31/2021
Grantee Name:	County of Orange	**Contact Person:**	Natalie Wieckert
Address:	333 West Santa Ana Blvd Flr. 3	**Contact Person Title:**	Staff Specialist
City:	Santa Ana	**E-mail:**	natalie.wieckert2@ocgov.com
State & Zip:	CA 92706	**Phone No.:**	(714) 834-3754

HOMELESS EMERGENCY AID EXPENDITURES BREAKDOWN

BUDGET BREAKDOWN		[redacted]
Proposed Activities	**Approved Budget**	
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**	[redacted]

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 — **Name of Authorized Person** — 1/8/19 — **Date:**

Signature of Authorized Person — 1/8/19 — **Date:**

BCSH USE ONLY

Grant Management Representative Signature — **Date:**

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
- ☑ 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		Date	11/21/2019

Exhibit 3

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

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD 213 A (Rev 6/03)

Exhibit 3

[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)*
✍ A. Podesta

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:

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213 A (Rev 6/03)

Exhibit 3

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
18-HEAP-00026	1
REGISTRATION NUMBER	
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CONTRACTOR'S NAME
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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)*
✍ Alexis M. Podesta

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:

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 _____

Exhibit 4

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

City of Buena Park
Applicant Name

Homeless Emergency Aid Program – Agreement #18-23-0056-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 | Title

Signature | Date

X

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Exhibit 5
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 Buena Park)

This Declaration of Restrictive Covenants ("Covenant") is made as of this _____ day of _____, 2019, by the City of Buena Park, 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 6490 Caballero Boulevard in the City of Buena Park ("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 Six Million Four Hundred Twelve Thousand Three Hundred dollars ($6,412,300) ("Funds").

D. The Owner is permitted to use the Funds to perform necessary and eligible capital improvements on the Property.

E. On or about January 7, 2019, County by and through Orange County Community Resources executed the State Standard Agreement 18-HAP-00026 ("State Agreement") accepting the award of HEAP funds provided under the HEAP program.

F. On or about January 29, 2019, Owner's request for Funds was approved by the state of California, Business, Consumer Services and Housing Agency.

G. 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.

H. 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 150 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.

I. 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 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.

J. 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 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.

(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 operate 24/7 to serve eligible participants (eligible participants as defined in the Funding Agreement).

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

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 from 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
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

City
City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90621-2905
Attention: City Manager

IN WITNESS WHEREOF, the Owner and County have executed this Covenant the day and year first above written.

"Owner"

City of Buena Park
a California municipality Corporation

By:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

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)

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

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.

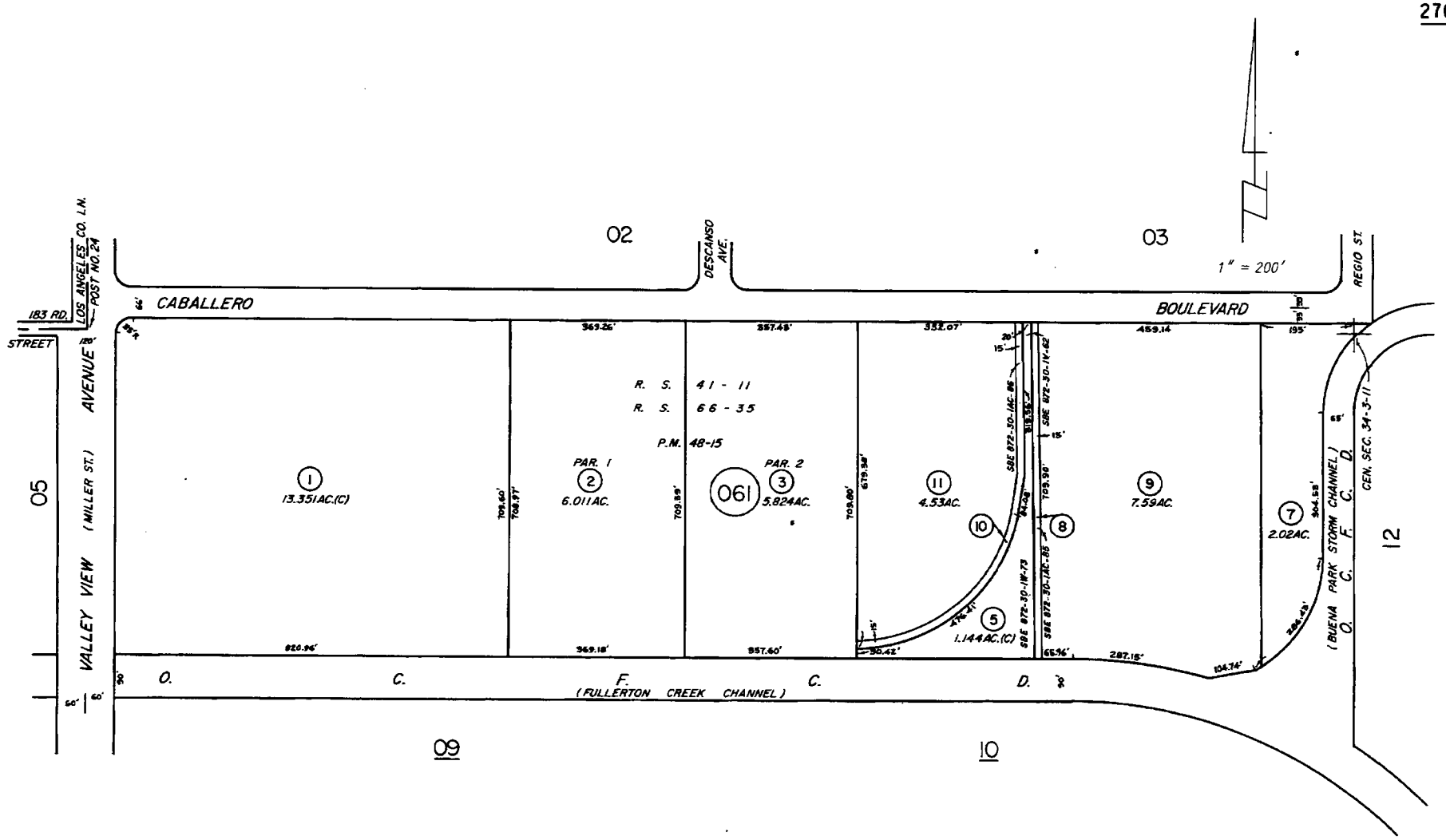
Signature_____ (Seal)

trac

Exhibit A
Legal Description of the Property

POR. W 1/2, SEC. 34, T.3 S, R 11 W

276-06



MARCH 1974 PARCEL MAP P.M. 48-15

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 276 PAGE 06 COUNTY OF ORANGE

MAY 4 1964 2234 M

Mail to Marguerite L. Conner City Clerk
6650 Beach Blvd.
Buena Park Calif

2234

BOOK 7030 PAGE 305

THIS GRANT DEED, made this 26th day of DECEMBER, 1963, from SOUTHERN PACIFIC COMPANY, a corporation, Grantor, to CITY OF BUENA PARK, a municipal corporation of the State of California, Grantee:

WITNESSETH:

Grantor hereby grants to Grantee the following described real property:

PARCEL 1:

A piece or parcel of land situate, lying and being in Section 34, Township 3 South, Range 11 West, San Bernardino Base and Meridian, in the Rancho Los Coyotes, partly within the City of Buena Park, all in the County of Orange, State of California, as said Section is shown on that certain map recorded in Book 51, Page 8, of Miscellaneous Maps, in the Office of the Recorder of Orange County, more particularly described as follows:

Beginning at the point of intersection of a line parallel with and distant westerly 195 feet, measured at right angles, from the easterly line of the west half of said Section 34, (as said easterly line is shown on the map recorded September 11, 1963, in Book 66, page 35, Records of Surveys, in the Office of said Recorder) with a line that is parallel with and distant northerly 60.5 feet, measured at right angles, from the northerly line of the southwest quarter, as said northerly line is shown on last said map; thence north 89°37'23" East along last said parallel line, (being also the center line of a 66-foot wide undedicated street, shown as Caballero Boulevard on last said map) 195.86 feet to a point in a line parallel with and distant westerly 860 feet, measured at right angles, from the easterly line of that certain survey, shown on the map thereof, recorded January 11, 1962, in Book 55, page 48, Records of Surveys, in the Office of said Recorder (last said parallel line being also the southerly prolongation of the center line of that certain 66-foot wide undedicated street, shown as Regio Avenue on said map recorded in Book 66, page 35, Records of Surveys); thence South 45°25'11" East, 46.70 feet to a point (being the point of intersection of the easterly prolongation of the southerly line of said Caballero Boulevard with the southerly prolongation of the easterly line of said Regio Avenue); thence South 0°27'45" East (being along the southerly prolongation of last said easterly line) 2.28 feet to a point in the northerly boundary line of that certain strip of land, 65 feet wide, described in the deed to the Orange County Flood Control District, recorded June 18, 1957, in Book 3945, Page 523, of Official Records, in the Office of said Recorder; thence southwesterly along last said northerly boundary line on a curve concave to the southeast having a radius of 227 feet and a central angle of 10°01'45" (a radial line to said curve at last mentioned point bears South 34°46'19" East) an arc distance of 39.43 feet to a point in said northerly line of the southeast quarter of Section 34;

DOC. NO. D-548

DOC. NO. D-548

thence South 89°39'57" West, along last said northerly line, 3.21 feet to a point in the easterly line of the southwest quarter; thence South 0°24'47" East along last said easterly line, 864.16 feet to a point in the northerly boundary line of that certain strip of land, 90 feet wide, shown as the "Fullerton Creek Channel," on last said map, and described in the deed to the Orange County Flood Control District, recorded April 2, 1957, in Book 3858, page 325, of Official Records, in the Office of said Recorder; thence northwesterly along last said northerly boundary line on a curve concave to the southwest, having a radius of 1045 feet and a central angle of 12°09'33" (a radial line to said curve at last mentioned point bears South 33°54'32" West) an arc distance of 221.77 feet to a point in said line that is parallel with and distant westerly 195 feet, measured at right angles, from said easterly line of the west half of Section 34; thence North 0°24'47" West along last said parallel line, 820.04 feet to the point of beginning, containing an area of 3.91 acres, more or less.

PARCEL 2:

A piece or parcel of land situate, lying and being in the northeast quarter of Section 34, Township 3 South, Range 11 West, San Bernardino Base and Meridian, in the Rancho Los Coyotes, City of Buena Park, County of Orange, State of California, as said section is shown on that certain map recorded in Book 51, page 8 of Miscellaneous Maps, in the Office of the Recorder of said County, described as follows:

Beginning at the southeast corner of said northeast quarter of Section 34, as said corner is shown on that certain map recorded November 19, 1956, in Book 35, Page 4, Records of Survey, in the Office of said Recorder; thence North 0°30'05" West, along the easterly line of said northeast quarter, a distance of 335.58 feet; thence North 47°16'05" West, 111.86 feet to a point in a line, parallel with and distant westerly 81.5 feet, measured at right angles from said easterly line; thence South 0°30'05" East, along said parallel line, 133.33 feet; thence South 29°56'00" West, 46.39 feet to a point in a curve, concave northwesterly and having a radius of 173 feet, a radial line to said curve at last said point bears South 89°29'55" West; thence southwesterly along the arc of said curve, through a central angle of 90° 10'48", a distance of 272.29 feet, to a point in the northerly line of that certain strip of land, 65 feet wide, described in the deed to the Orange County Flood Control District, recorded June 18, 1957, in Book 3945, Page 523, of Official Records in the Office of said Recorder; thence southerly at right angles from last described course, a distance of 65 feet to a point in the southerly line of said northeast quarter of Section 34, said southerly line being also the southerly line of said 65-foot wide strip of land; thence North 89°40'43" East along said southerly line 278.75 feet to the point of beginning, containing an area of 1.247 acres, more or less.

Grantor hereby declares that the land being conveyed is not necessary for use in the performance of its duties to the public as

DOC. NO. D-548

DOC. NO. D-548

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prescribed by the Public Utilities Code of the State of California, and is not needed for its use in the conduct of its business.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed the day and year first herein written.

SOUTHERN PACIFIC COMPANY,

By _____

Title VICE PRESIDENT

Attest _____ Assistant Secretary

STATE OF CALIFORNIA, City and County of San Francisco } ss.

On this 31st day of December in the year One Thousand Nine Hundred and Sixty-Three before me, H. C. SUNN, JR., a Notary Public in and for the City and County of San Francisco, State of California, personally appeared (65 Market St.)

H. J. Walker

P. F. Ryan

known to me to be the Vice President

Assistant Secretary

of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Notary Public in and for the City and County of San Francisco, State of California.

Corporation

My Commission Expires June 25, 1967.

RECORDED AT REQUEST OF CITY OF SANTA ANA IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIF. 9:38 AM MAY 4 1964 RUBY McFARLAND, County Recorder

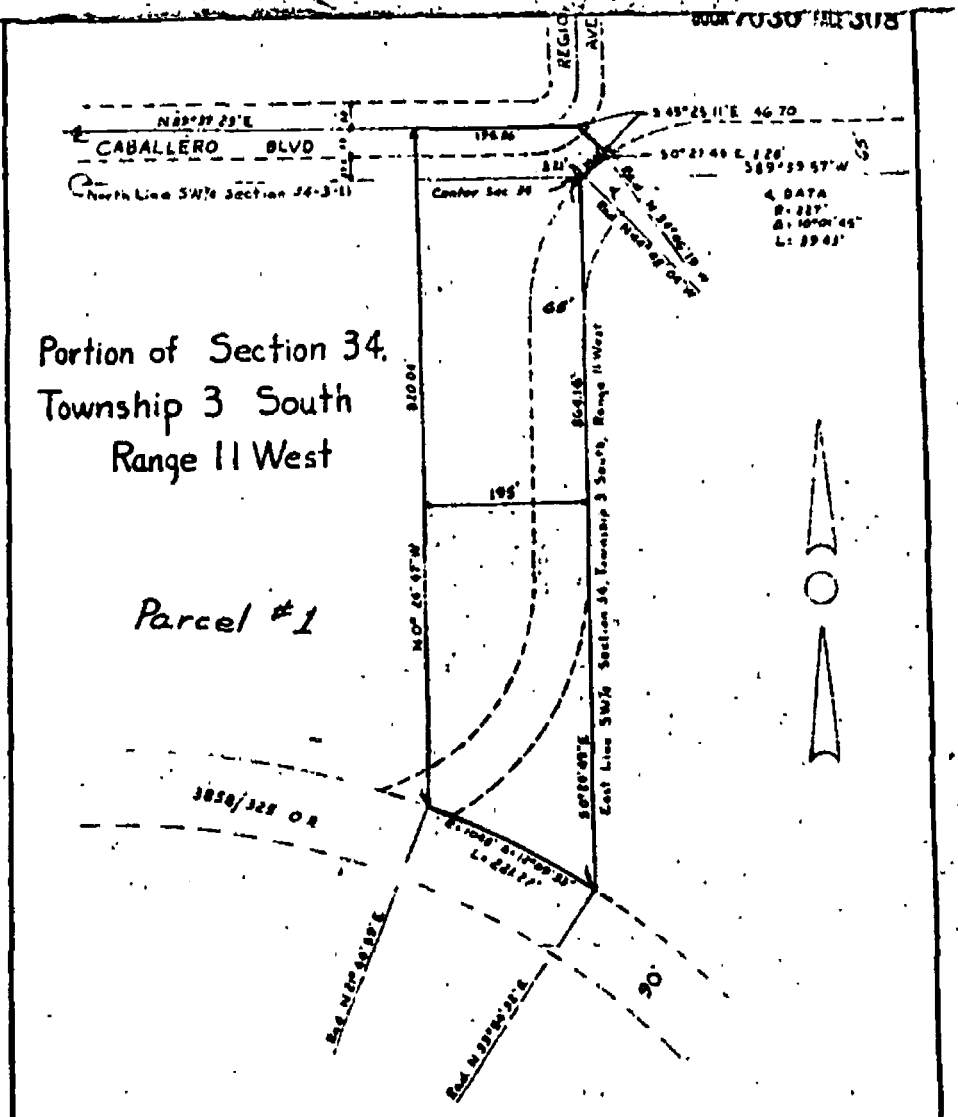
FREE

DOC. NO. D-548

DOC. NO. D-548

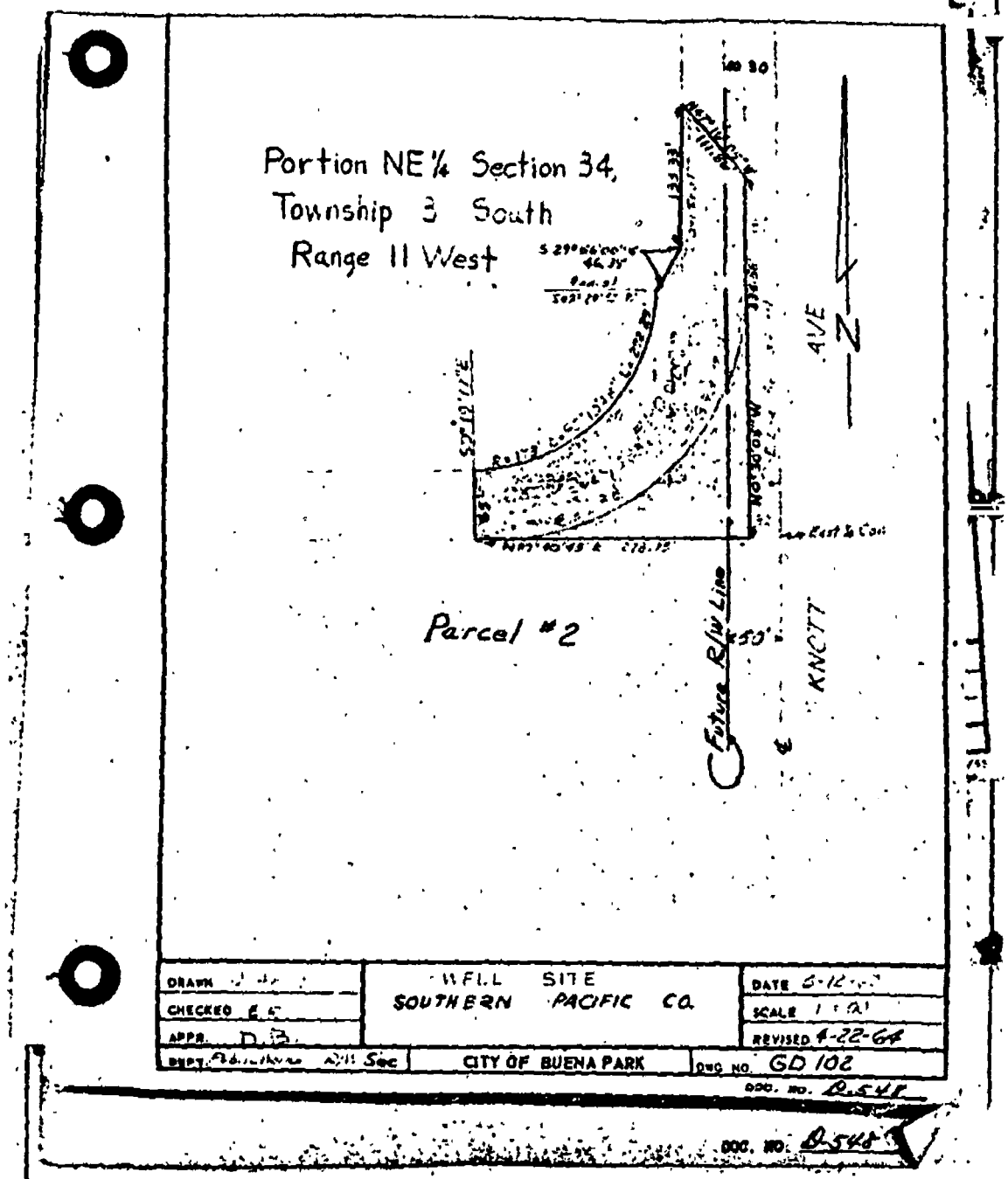
Description: Orange, CA Document - Book. Page [1/3/1961 - 12/31/1981] 7030.305 Page: 3 of 7
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MAY 4 1964 2234 M



Description: Orange, CA Document - Book. Page [1/3/1961 - 12/31/1981] 7030.305 Page: 4 of 7
Order: cs Comment:

MAY 4 1964 22345 M



RESOLUTION NO. 2175

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK ACCEPTING A GRANT DEED FROM SOUTHERN PACIFIC COMPANY, A CORPORATION, FOR APPROXIMATELY 5.147 ACRES MORE OR LESS, IN THE CITY OF BUENA PARK, AND MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, there has been offered to the City of Buena Park certain property, in the City of Buena Park, described as follows:

Parcel 1: A piece or parcel of land situate, lying and being in Section 34, Township 3 South, Range 11 West, San Bernardino Base and Meridian, in the Rancho Los Coyotes, partly within the City of Buena Park, all in the County of Orange, State of California, as said Section is shown on that certain map recorded in Book 51, Page 8, of Miscellaneous Maps, in the Office of the Recorder of Orange County, more particularly described as follows:

Beginning at the point of intersection of a line parallel with and distant westerly 195 feet, measured at right angles, from the easterly line of the west half of said Section 34, (as said easterly line is shown on the map recorded September 11, 1963, in Book 66, Page 35, Records of Surveys, in the Office of said Recorder) with a line that is parallel with and distant northerly 60.5 feet, measured at right angles, from the northerly line of the southwest quarter, as said northerly line is shown on last said map; thence north 89°37'23" East along last said parallel line, (being also the center line of a 66-foot wide undedicated street, shown as Caballero Boulevard on last said map) 193.86 feet to a point in a line parallel with and distant westerly 860 feet, measured at right angles, from the easterly line of that certain survey, shown on the map thereof, recorded January 11, 1962, in Book 53, Page 48, Records of Surveys, in the Office of said Recorder (last said parallel line being also the southerly prolongation of the center line of that certain 66-foot wide undedicated street, shown as Regis Avenue on said map recorded in Book 66, Page 35, Records of Surveys); thence South 45°25'11" East, 46.70 feet to a point (being the point of intersection of the easterly prolongation of the southerly line of said Caballero Boulevard with the southerly prolongation of the easterly line of said Regis Avenue); thence South 0° 27'45" East (being along the southerly prolongation of last said easterly line) 2.28 feet to a point in the northerly boundary line of that certain strip of land, 65 feet wide, described in the deed to the Orange County Flood Control District, recorded June 18, 1957, in Book 3945, Page 523, of Official Records, in the Office of said Recorder; thence southwesterly along last said northerly boundary line on a curve concave to the southeast having a radius of 227 feet and a central angle of 10°01'45" (a radial line to said curve at last mentioned point bears South 34°46'19" East) an arc distance of 39.43 feet to a point in said northerly line of the southeast quarter of Section 34; thence South 89° 39'57" West, along last said northerly line, 3.21 feet to a point in the easterly line of the southwest quarter; thence South 0°24'47" East along last said easterly line, 864.16 feet to a point in the northerly boundary line of that certain strip of land, 90 feet wide, shown as the "Fullerton Creek Channel," on last said map, and described in the deed to the Orange County Flood Control District, recorded April 2, 1957, in Book 3838, page 325, of Official Records, in the Office of said Recorder; thence northwesterly along last said northerly boundary line on a curve concave to the southwest, having a radius of 1045 feet and a central angle of 12°09'33" (a radial line to said curve at last mentioned point bears South 33°34'32" West) an arc distance of 221.77 feet to a point in said line that is parallel with and distant westerly 195 feet, measured at right angles, from said easterly line of the west half of Section 34; thence North 0°24'47" West along last said parallel line, 820.04 feet to the point of beginning, containing an area of 3.91 acres, more or less.

-1-

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Parcel 2: A piece or parcel of land situate, lying and being in the northeast quarter of Section 34, Township 3 South, Range 11 West, San Bernardino Base and Meridian, in the Rancho Los Coyotes, City of Buena Park, County of Orange, State of California, as said section is shown on that certain map recorded in Book 51, Page 8 of Miscellaneous Maps, in the Office of the Recorder of said County, described as follows:

Beginning at the southeast corner of said northeast quarter of Section 34, as said corner is shown on that certain map recorded November 19, 1956, in Book 35, Page 4, Records of Survey, in the Office of said Recorder; thence North 0°30'05" West, along the easterly line of said northeast quarter, a distance of 333.58 feet; thence North 47°16'05" West, 111.86 feet to a point in a line, parallel with and distant westerly 81.5 feet, measured at right angles from said easterly line; thence South 0°30'05" East, along said parallel line, 133.33 feet; thence South 29°56'00" West, 46.39 feet to a point in a curve, concave northwesterly and having a radius of 173 feet, a radial line to said curve at last said point bears South 89°29'55" West; thence southwesterly along the arc of said curve, through a central angle of 90°10'48", a distance of 272.29 feet, to a point in the northerly line of that certain strip of land, 65 feet wide, described in the deed to the Orange County Flood Control District, recorded June 18, 1957, in Book 3945, Page 523, of Official Records in the Office of said Recorder; thence southerly at right angles from last described course, a distance of 65 feet to a point in the southerly line of said northeast quarter of Section 34, said southerly line being also the southerly line of said 65-foot wide strip of land; thence North 89°40'43" East along said southerly line 278.75 feet to the point of beginning, containing an area of 1.247 acres, more or less;

and

WHEREAS, said property is of benefit to the City of Buena Park;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: That the Grant Deed dated December 26, 1963, made by Southern Pacific Company, a Corporation, be and the same is hereby accepted by and on behalf of the City of Buena Park, and the City Clerk is directed to cause the said Grant Deed together with a certified copy of this Resolution to be recorded in the office of the County Recorder of the County of Orange, State of California.

PASSED AND ADOPTED this 28th day of April, 1964, by the following called vote:

AYES: 5 COUNCILMEN: Bowman, Crenshaw, Davis, Thompson and Wishek
NOES: 0 COUNCILMEN: None
ABSENT: 0 COUNCILMEN: None

Mayor of the City of Buena Park

ATTEST:

City Clerk of the City of Buena Park

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this 28th day of April, 1964.

City Clerk of the City of Buena Park

THE FOREGOING INSTRUMENT IS A FULL, TRUE, AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
ATTEST: April 28, 64
CITY CLERK OF THE CITY OF BUENA PARK, CALIFORNIA

OOC, NO. D-548

Description: Orange, CA Document - Book. Page [1/3/1961 - 12/31/1981] 7030.305 Page: 7 of 7
Order: cs Comment:

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 cost**s** 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]

Exhibit A

Program Area

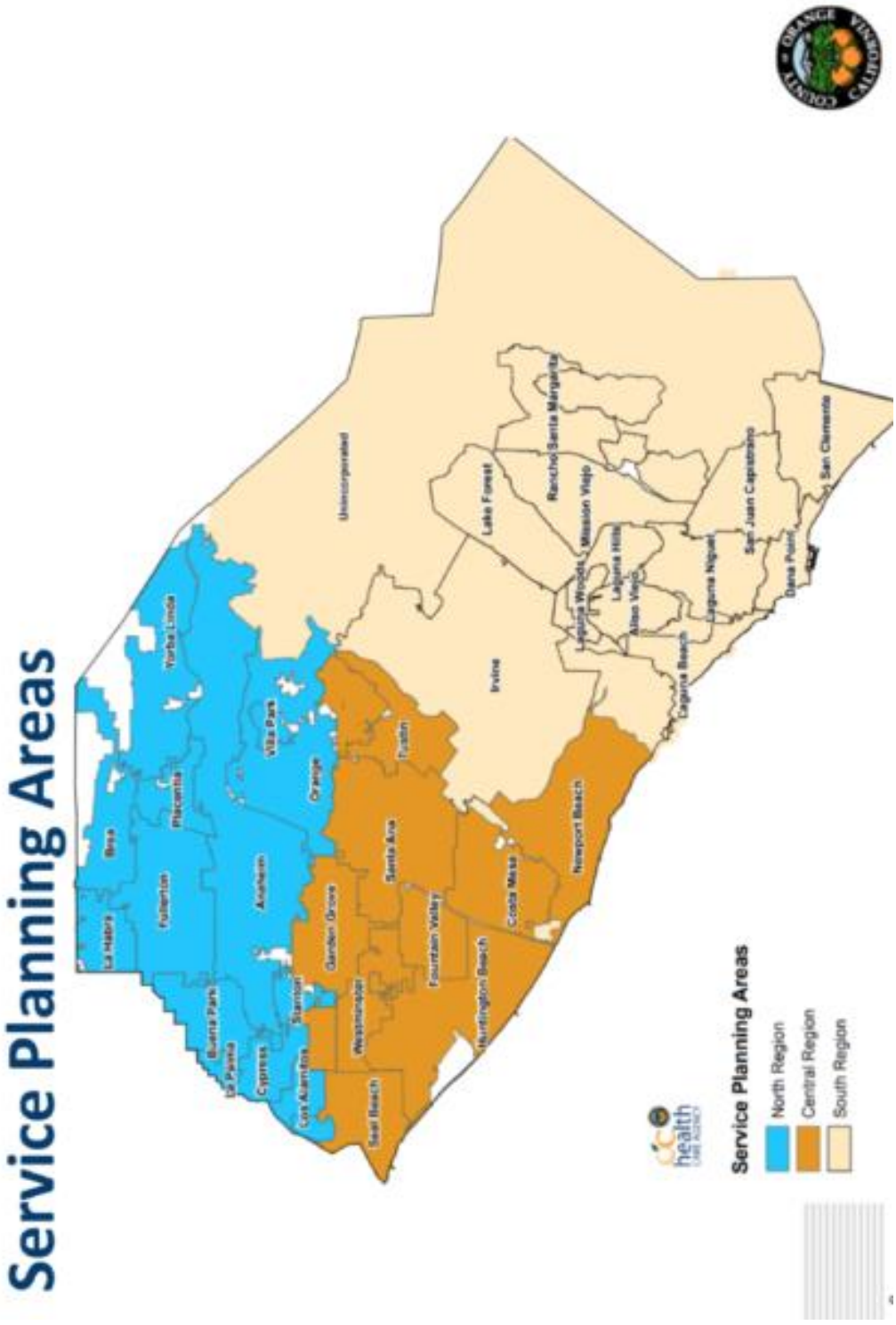


Exhibit B

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

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.

MERCY HOUSE

Buena Park Navigation Center

Management, Operations and Public Safety Plan

April 19, 2023

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SECTION I. PURPOSE & INTRODUCTION

The purpose of the Management, Operations and Public Safety Plan ("Plan") is to advise the City of Buena Park on a best practice model for operation of a Year Round Emergency Shelter Program and Multi-Service Center, as seen at the Buena Park Navigation Center, Buena Park, CA. The Plan may also be used to promote open communication between community stakeholders to help facilitate the adoption of additional Year Round Shelters, Multi-Service Centers, and Navigation Centers.

Establishing a Year-Round Emergency Shelter Program and Multi-Service Center will meet critical needs amongst some of the most vulnerable people in our neighborhoods, while also addressing a pressing social issue that is deeply impacting local businesses and communities.

The Plan identifies emergency shelter services for homeless persons and best practices to maintain a safe and healthy environment for its clients and the community at large. The overall purpose of the program is to connect homeless persons to permanent housing opportunities and resources to maintain housing stability and self-sufficiency. Goals and guidelines of the Plan align to National Standards of The HEARTH Act (2009).

SECTION II. SHELTER ADMINISTRATION

A. PROGRAM DESCRIPTION

1. Population Served

Year-Round Emergency Shelter Program and Navigation Services

The Buena Park Navigation Center serves 149 shelter clients (90 beds for men, 49 beds for women, and 10 beds for couples) 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 are 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 Buena Park Navigation Center include homeless adults from the Northern SPA only.

Each new client is screened for sex offender and active felony warrant status before admission (screening takes place prior to the arrival at the facility as part of the bed reservation system), as detailed in the "Admission Criteria and Procedures."

All clients have access to and are encouraged to participate in all services provided. Every client is assigned a Housing Navigator at the time of intake, who will work with them to create a housing plan. All clients are required to work this housing plan as part of their enrollment with Buena Park Navigation Center, and they are notified of this prior to their enrollment with the program.

Access to the shelter is limited to clients that are currently enrolled with Buena Park Navigation Center, and because the Multi-Service Center is fully integrated within the shelter services provided, on-site services are strictly for currently enrolled clients only. If after time, the Shelter Operator, host City and operator partners may consider the Multi-Service Center a public benefit for the broader homeless community and/or the surrounding neighborhood community, they may open participation and access to a larger population.

To manage the impact on the surrounding community, should access to the shelter be opened to a wider population than just the 149 individuals who live in the shelter, the following policies are recommended:

1. Services should be accessed by appointment only; no walk-ins will be accepted;

2. On-site partner agencies must be responsible for coordination of service appointments;

3. On-site partner agencies must be responsible for providing transportation options to and from the shelter for scheduled appointments.

2. Program Description

Buena Park Navigation Center is designed to provide safe shelter, basic needs, and access to support to move individuals out of homelessness and into permanent housing opportunities.

Access to safe shelter

Buena Park Navigation Center accommodates overnight sleeping for 149 individuals per evening. Access to Buena Park 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 is handled through a reservation system. Walk-ins will not be permitted.

Length of Stay

There is no set minimum and the maximum length of stay is 90 consecutive days. Clients at Buena Park Navigation Center may stay enrolled with the program past the 90 days if they remain good neighbors and dedicated to working their personalized Housing Plan. This extended stay may be granted through an Extension Request process that is overseen by each client's Housing Navigator and Program Management team. The client must complete a Request for Extension Application which, if granted, may extend their stay for an additional 90 days. Each client is assigned a 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 90 days, intensified housing location and exit plan strategies will be implemented.

Consistent with national best practices and trends, the goal for length of stay should be 30 days or less. The Operator maintains a report that accounts for clients with lengths of stay exceeding 180 days and reasons why with accountability to Advisory Committees.

Sleeping Areas

Bed types consist of single beds. Each client is assigned a bed and bedding for the length of their stay. Every client is made aware upon intake that they may need to switch beds as the need requires it.

Transgendered clients may be assigned to beds in whichever dorm is appropriate to the gender with which they identify.

Below is the available bed breakdown at Buena Park Navigation Center:

- TOTAL BEDS: 149
  - **Total Men's Beds: 90**
  - **Total Women's Beds: 49**
  - **Total Couples Beds: 10**

There is a men's dorm, a women's dorm and a couple's dorm. No male clients are allowed in the women's dorm without specific permission and close guidance from staff. The same is true of female clients in the men's dorm.

Meals

Breakfast, lunch, dinner and snacks are provided for all clients in the central dining area, referred to as "The Commons". Meals are cooked off-site by a third party vendor and brought on-site and served. Clients in need of specialty diets can make requests for these diets at intake or through a request for accommodation process. The Shelter Operator coordinates with a licensed food vendor to provide meals from within the kitchen.

Hygiene Facilities

Hygiene facilities are provided on-site including toilets, showers and laundry facilities. Clients are encouraged to utilize these facilities as daily resources to them. Toiletries are provided by the Shelter Operator to clients as needed, and there is one All-Gender restroom available for those who need.

Clients of the program are required to shower and turn in their laundry for cleaning on a regular basis, as outlined in the Health and Safety Policies.

Transportation

Non-referred persons ("walk-ups") are prohibited from receiving shelter access. New and returning clients receive direct transportation to and from the shelter daily, and those with street-legal personal motor vehicles are permitted to use their vehicles and park them on site if parking is available or off-site in a public lot at the owner's own risk. Dates and times for daily pick-ups are outlined in the "Transportation Policies." Buena Park Navigation Center will use designated locations that provide ample geographic range for those seeking shelter services in the city of Buena Park and serves to minimize community impact and safety considerations. Each chosen location has been selected in coordination with service providers, public safety, and City input. The Operator does not drop-off/pick-up other than at agreed upon locations, unless for medical emergencies, or with specific permission and guidance from management and community partners for special events/occasions.

Security

The Shelter Operator follows policies and procedures that promote utmost safety for clients, staff, volunteers, and the community and strives to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate. The security plan includes a multi- faceted approach involving screening for sex offenders, convicted arsonists, and individuals with open felony warrants, secured and separate entrances and exits, security searches, confiscation of harmful contraband, trained security personnel providing around-the-clock indoor and outdoor coverage, security and smoke alarms, cameras and lighting. Other program elements which support security efforts include no walk ups and no loitering policies.

Storage

All clients have access to indoor and rolling personal storage space. Each client is assigned a personal storage bin for personal valuables and is permitted to keep a limited amount of personal effects at their bedside in provided lockable storage containers. One rolling outdoor storage bin is also available to each client. Additionally, clients may store temperature-sensitive medication in a locked refrigerator accessible only by program staff.

Housing Navigation Services

Upon entering the shelter, each client is assigned a Housing Navigator. The primary function of the 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 Housing Navigator provides resources and support to the client during their stay, including encouraging them to access any and all services provided on-site. The Housing Navigator ensures that all clients are entered into the Coordinated Entry System, as the first line of housing engagement.

Together, each Housing Navigator and client completes a personalized Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting with the client at least weekly, the Housing Navigator documents their progress towards the actions outlined in the Housing Plan.

Daytime Program Activities

As a 24-hour Year-Round Emergency Shelter Program, the Shelter Operator encourages all clients to stay on-site during the day and to take advantage of the on-site services provided to them during the daytime. Daytime program activities include but are not limited to, the following:

- Full access to any and all on-site service providers;
- Life skills classes and workshops;
- Indoor and outdoor recreational activities (ex: exercise classes; ping pong, library time, space permitting)

3. Services Provided

Buena Park Navigation Center incorporates a combination of basic needs services as well as supportive services aimed at creating pathways into housing.

The following *services* are provided:

1. Intake/Assessment/Housing Navigation
2. Crisis Evaluation/Mental Health Evaluation Services
3. On-site Centralized Intake
4. Domestic Violence Referrals
5. Shelter Beds
6. Health Clinic
7. Transportation Services and Assistance
8. Computers and Email access
9. Security
10. Meals and Food
11. Homeless Prevention and Diversion Assistance
12. Crisis Evaluation Referrals
13. 211 referrals
14. Employment and Job Placement Resources
15. Substance Abuse Treatment Referrals
16. Mental Health Treatment (on or off site)
17. Laundry
18. Client Storage
19. Respite facilities (a quiet space for clients to rest away from the noise of shelter life)
20. Recreational Activities
21. Dog Walk Area and Pet Services
22. Clothing Donation and Distribution
23. Electronic Charging Stations

4. Coordinated Entry System Integration

Buena Park Navigation Center serves as a designated "Entry Point" of the Coordinated Entry System. The Shelter Operator's staffing plan includes designated staff to conduct Diversion screening and prevent those with other resources from entering the homeless shelter system. Housing Navigators assist Buena Park Navigation Center clients obtain the vital documents necessary 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 expectations set forth by the U.S. Department of Housing and Urban Development's HEARTH Act.

Buena Park Navigation Center is not regarded as a singular program, as it provides support to Orange County's Northern SPA 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 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?

100% of guests served at the Buena Park Navigation Center will be literally homeless.

b. Overall Reduction in Number of Persons Who Experience Homelessness -
Are overall rates of homelessness declining? Is street homelessness declining? Is chronic homelessness declining?

30% of clients who exit the Buena Park Navigation Center to known destinations will exit into permanent housing.

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.

Length of stay at the Buena Park Navigation Center will target national averages for shelter length of stay.

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?

Over 90% of clients enrolled at the Buena Park Navigation Center will create a housing plan with their navigator and will enroll in the Coordinated Entry System.

e. Reduction in Recidivism (subsequent return to homelessness)
Are repeat occurrences of homelessness avoided or declining?

75% of Buena Park Navigation Center clients who exit to permanent housing will not return to the homeless management system in the next year.

6. Program Layout

Buena Park Navigation Center is located at 6490 Caballero Blvd. in Buena Park, CA 90620. The program's current space layout is as follows (rough estimates):

TOTAL SQUARE FOOTAGE OF BUILDING: 15,360 ft^2

- **Total Dormitory: 7,252 ft^2**
  - Men's Dorm: 4512 ft^2
  - Women's Dorm: 2240 ft^2
  - Couple's Dorm: 500 ft^2

- **Dining/Commons Area:1792 ft^2**
- **Site Administration and Operations Offices: 528 ft^2**
- **Intake and Service Desk: 1024 ft^2**
- **Restroom and Shower Areas: 886 ft^2**
  - Men's: 720 ft^2
  - Woman's: 600 ft^2
  - All Gender: 128
  - Staff Restrooms: 128 ft^2
- **Laundry Facilities: 225 ft^2**
- **Kitchen: 528 ft^2**

In addition, Buena Park Navigation Center also features the following:

- **Outdoor Facilities/Areas**
  - Outdoor Common Area
  - Bike Rack Area
  - Dog Run

B. PROGRAM DESCRIPTION

1. Client Program Expectations

Prospective clients must be able to perform all aspects of their care and ADLs (Activities of Daily Living, including but not limited to: feeding, showering, toileting, transferring, dressing), follow all Buena Park Navigation Center program expectations, and maintain appropriate behavior with consideration for all other clients of the shelter. All clients must review, initial and sign a copy of the "Expectations" document prior to enrollment (Attachments B and C). At intake, staff assists any and all clients who may have difficulty understanding or reviewing these expectations, and they are available to client at any time.

2. Identification Requirements

A form of official identification is required to verify identity; however, clients are not denied access to shelter services without one. In the event they do not have official identification, Housing Navigators assist clients in obtaining California ID, and can provide each client with a no-cost ID voucher.

Additionally, all clients receive a shelter-specific identification card upon entering the shelter that will be used for readmission during the duration of their stay. Shelter ID components include a photograph, intake date, date of birth, name and other identifying information.

3. Screening Requirements

No person validated on the sex offender registry (Megan's Law) will be allowed to access the shelter property (screening will take place prior to the arrival at the facility as part of the bed reservation system). Additionally, no person with an open felony warrant or convicted of arson will be allowed to access the shelter property. The Shelter Operator works cooperatively with the local police department and utilizes the Orange County Sheriff's Department's public "Warrant Check" database to screen clients for any open warrants. Staff also utilizes the National Sex Offender Public Website to screen for sex offenses across the country.

4. Bed Reservation System

To minimize neighborhood impact, all clients seeking to access Buena Park Navigation Center and services must do so through a designated Intake and Bed Reservation System using Outreach Grid.

New prospective clients may contact one of the North SPA agencies currently authorized as a point of entry into Buena Park Navigation Center. After the referral agency representative discusses the program with the prospective client, the representative must check bed availability on the Bed Reservation System and verify that the client meets the minimum eligibility requirements including the background check. If the Bed Reservation System indicates that an appropriate bed is available for the client and a reservation is made for the client in Outreach Grid, the representative from the referring agency may transport the client to the Buena Park Navigation Center during the timeframe indicated in the reservation system to complete the intake process. Clients will be screened for diversion and/or homeless prevention services, utilizing the Coordinated Entry System's Diversion and Homeless Prevention Questionnaire. If they have an alternate, habitable location where they may stay, they will be diverted from occupying a shelter bed until their resources have been exhausted.

Clients meeting eligibility requirements and background check clearance are assigned a bed reservation number (pending bed availability) and given instructions on transportation options and designated arrival time.

In the event a client who has already enrolled with Buena Park Navigation Center has exited/been exited and is seeking reenrollment, they will be directed to contact the Call Center personally, so program staff may determine eligibility status. Returning clients are not required to reenroll through a referral partner, though they may take that route if desired.

The Shelter Operator provides on-site staff to track daily bed inventory and communicate daily bed vacancies with service providers through Outreach Grid. Additionally, 15 beds (10%) are designated to prioritize referrals from local police and/or for emergency or other qualified special situations.

All new clients are screened using the Outreach Grid system which manages bed reservations and availability.

Beds are assigned based on availability and eligibility results. New clients are instructed to arrive at the designated shuttle pick up location or at the shelter through coordinated transportation, by 9:00 PM each night. Those who do not arrive before 9:00 PM without communicating previous arrangements will forfeit their bed for the night.

A security guard or safety coordinator is assigned to each evening shuttle, and the shuttle driver is provided a nightly manifest which includes all clients who are expected at pickup, including all new clients that are expected. The shuttle will transport clients directly to Buena Park Navigation Center.

Clients are strictly prohibited from loitering in the neighborhood surrounding Buena Park Navigation Center or causing any disruption at any of the shuttle pick up locations at any time. This is part of the Operator's Good Neighbor Policy, which is strictly enforced. Failure to meet these expectations or severe violations of any other program policies could result in termination of the client's enrollment. The operator conducts regular checks of a ½ mile radius in the form of outreach to enforce shelter expectations and avoid loitering and homeless congregations.

Upon arrival, clients must complete a security screening process and work with an Intake Coordinator to be informed of the program expectations of Buena Park Navigation Center, and complete necessary intake paperwork. As part of the Health and Safety guidelines, new clients must also shower on their first night in the shelter, and submit all clothing or additional bedding to be washed.

5. New Clients

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6. Day Leave and Returning Clients

At least two morning shuttles are available to clients who have a desire to leave the facility during the day for employment or personal appointments. At least two evening shuttles are also available to pick up any clients who have left and are returning for the night. Clients are allowed one leave, and one entry per day. All clients must return to Buena Park Navigation Center before a 9:00 PM curfew unless authorized by management for late entry based on school, employment, etc. Requests to arrange late arrival can be made by completing a request for consideration form and are approved by the program manager.

Clients who leave the program during the day must sign out with staff on a form which logs their destination, and the time they are requesting to be picked up. This information is gathered and collated into a nightly "manifest" which is used by the shuttle drivers to guide their evening routes.

Clients arriving later than 9:00 PM for special unexpected circumstances (such as or discharge from the hospital) must communicate their anticipated arrival time with their Housing Navigator or Site Leader and receive approval for a late entry to be excused. Failure to communicate this could result in an Action Plan which could potentially result in termination, as subject to the "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 and walk ups will be allowed.

7. Hours of Operation

Buena Park 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. Service Providers may schedule on-site services to occur at almost any time, and the service schedule is different each day. Below is a Programing Schedule that is in effect on most days for general shelter activities:

5:00 AM – 8:00 AM	*Breakfast served*
6:00 AM – 10:AM	*First and second wave of morning shuttle drop-offs*
10:00 AM – 12:00 PM	*Dorms are closed (Monday-Friday)*
11:00 AM – 1:00 PM	*Lunch served*
3:00 PM – 4:00 PM	*Snack served*
4:00 PM	*First* wave of evening shuttle pick-ups
6:00 PM – 9:00 PM	*Dinner served*
7:00 PM	*Second (final) wave of evening shuttle pick-ups*
9:00 PM	*Curfew*
10:00 PM	*Lights Out in Sleeping Area*

C. Overflow Management

1. Coordinated Service Delivery Plan

There are times that the need for shelter beds outweighs the capacity of the 149 bed Buena Park Navigation Center Program, Therefore, a Coordinated Service Delivery Plan is implemented as needed, which includes coordination of the following diversion and redirection strategies:

a. Homeless Diversion
The Shelter Operator includes homeless diversion screening at the point of intake to ensure that those with alternative resources will not be accessing the homeless system. If clients identify at intake that they have a viable housing alternative to the shelter, The Operator can provide resources to connect the client to that alternative. The Shelter Operator utilizes all available resources to offer successful diversion assistance and, if they cannot provide the assistance themselves, call on other agencies within the Continuum of Care.

b. Coordination with Family Shelter Programs
As a frontline strategy, the Shelter Operator works with family shelters and other agencies to redirect any families who may arrive seeking shelter at Buena Park Navigation Center.

c. Coordination and Transitional and Bridge Housing providers
The Shelter Operator works with other service providers to utilize Transitional and/or Bridge Housing vacancies when available. This form of housing can 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 Program's bed turnover rate as clients are successfully matched to alternate housing opportunities.

d. Coordination with other Year Round Emergency Shelter Program providers
As more year round shelters come online, the Shelter Operator will partner with other providers and programs 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 ensures that the 149-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 its "no walk-up" policy. However, the following option could be utilized by the Operator:

- Utilize alternative locations (churches) for additional beds that may accommodate homeless without a bed reservation during inclement weather or disaster. (Note that this option has budget implications/funding considerations for local government agencies.)

D. Exit and Re-Admission

1. Exit and Readmission Policies

Clients are 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.

Mercy House's exit policy complies to Orange County's Shelter Standard of Care. When a client exits of their own volition or is exited for shelter violations, the client may contact the Call Center to screen for readmission eligibility after the time designated by staff (on average after 30 days). Clients who self exit are eligible for return provided a bed is available. Each client's actual length of exit will depend on the severity of the infraction or safety violations. The Shelter Operator is balanced in their approach to program exits and readmission policies as it pertains to violations of the program expectations. The expectations include considerations for maintaining a safe and effective facility, safety for clients, volunteers, staff and the surrounding neighborhood. As written, they demonstrate compassion toward both homeless individuals who face increasingly vulnerable situations if forced to exit from a shelter situation to places not suitable for human habitation, as well as the community in which the program operates.

Violations of these expectations are documented and tallied by use of a notice called an Action Plan. The intent of the action plan is to discuss with the violation with the guest to ensure they fully understand the expectation and why their behavior was a violation. Additionally, the guest has the opportunity to create a plan to avoid further violations. For most infractions of the program expectations, staff utilizes verbal warnings and Action Plans. After five (or three of the same) Action Plans a guest may be asked to leave.

Severe infractions include open alcohol or use of drugs on a shuttle, violent attacks/fights, possession of weapons, etc. The Shelter Operator maintains a zero tolerance policy towards violence, sexual misconduct, other criminal activity, and drugs and medications used or possessed beyond the scope permitted in the program's Health Polices. These behaviors, when substantiated, may be grounds for immediate enrollment termination upon a first offense and a minimum of 30 days out-of-program prior to readmission eligibility.

Clients who use the facility, programs, and services in violation of a specific rule are obliged to adhere to those consequences. Depending on the circumstances, the consequences of these actions may also be subject to intervention by law enforcement, and if necessary, prosecution up to the limit of the law. To whatever extent is possible, when a client exits the program, Mercy House will work with them to create an exit plan which can include referrals to other services that they are eligible for, potentially including other shelters in the North SPA.

2. Exit Procedures

When a client is asked to exit due to repeated violations of the program expectations, violence, or criminal activity, security escorts the person out of the building and staff provides transportation to one of the approved drop-off locations out of the surrounding area. In the event that an exited person refuses transportation off-site, they are advised once again of the Good Neighbor Policy and reminded that any incidents in the surrounding area may affect their ability to reenroll. Staff and security closely monitor any clients who leave by foot or bicycle until they are out of the immediate surrounding area.

E. Housing Navigation Services Policy

Upon entering the shelter, each client is assigned a Housing Navigator. The primary function of the 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 Housing Navigator provides resources and support to the client during their stay, including encouraging them to access any and all services provided on-site.

The Housing Navigator ensures that all clients who agree and do not have other housing opportunities are entered into the Coordinated Entry System for a potential housing intervention opportunity.

Together, each Housing Navigator works with the client to complete a personalized Housing Plan which will guide their efforts toward securing permanent housing opportunities. Meeting with the client weekly the Housing Navigator documents their progress towards the actions outlined in the Housing Plan.

Housing Navigators assist clients obtain the necessary documentation to move forward in their housing connection process, once matched to permanent housing opportunities by Coordinated Entry.

Additionally, Housing Navigators will work with clients to provide referrals to on-site services as well as any community referrals that may be helpful necessary.

1. Documentation of Housing Navigation Services and Data Security Policies

The Housing Navigators keep case notes in both hard copy paper files and in the HMIS database to track every client's progress and participation in Buena Park Navigation Center. These files are also used to track the resources and referrals given, support rendered, and any Action Plans the client may accrue. Outcomes are recorded at exit and throughout participation in the program.

Paper files are stored in a secure locked location, only accessible by necessary staff.

The Shelter Operator uses HMIS as its primary database and ensures that every client completes and signs an OC HMIS Client Consent Form upon entry into the program. Any client who refuses consent is entered into HMIS with a simple identifier

only. A Data Specialist works with the Housing Navigators to ensure optimum collection of all HUD Data standards as required by the HMIS system.

The Shelter Operator has a policy restricting computer access records and client information to authorized staff. All staff computers, database and HMIS access requires passwords by authorized users.

Disclosure of client information to other social service agencies may be permitted only with the client's written consent, in the form of a Release/Authorization of Information. Disclosure of records relating to clients may be released without client consent in certain circumstances as required by law.

F. Daytime Program Policies

Clients enrolled at Buena Park Navigation Center may, but are not required to, leave the facility during the day. However, the Shelter Operator encourages all clients to stay on-site during the day and to take advantage of the on-site services and amenities provided to them during the daytime. Access to the dorms is limited during the day to encourage clients to become active participants of these activities, and to allow staff/security to clean and secure the dorms without client traffic.

At least two morning shuttles are available to clients who have a desire to leave the facility during the day for employment or personal appointments. At least two evening shuttles are also available to pick up any clients who have left and are returning for the night. Clients are allowed one leave, and one entry per day, unless allowed otherwise by the Management or Navigation Team.

If not utilizing the shuttle services, clients are encouraged to stay at the facility. Clients have access to any daytime services offered through the Buena Park Navigation Center partner organizations and are also able to meet with their assigned Housing Navigator on a weekly basis. They also have access to activities provided by shelter staff and volunteer organizations. Clients are welcome to enjoy the Commons Hall, Computer Lab, and designated outdoor spaces.

G. Multi-Service Center Program Policies

1. Outside Multi-Service Center Clients

Because the design of the Multi-Service Center is fully integrated with the general shelter, access is limited to the current clients of Buena Park Navigation Center.

2. Lead Agency Protocols

The role of the Shelter Operator is not to provide all of the supportive services offered at the Multi- Service Center but to recruit and manage a group of partner agencies specialized in providing an array of supportive services beneficial to clients of Buena Park Navigation Center.

The Shelter Operator ensures that the Multi-Service Center has flexible hours to allow clients to come before or after work, or alternatively, on the weekends if possible. The Shelter Operator also engages participation in and facilitates quarterly meetings of the Service Partner Advisory Board.

3. Requirements for Service Provider Partners

All service providers who desire to offer direct services at Buena Park Navigation Center must complete a formal Memorandum of Understanding (MOU) with the Shelter Operator before they can be added to the service calendar.

Responsibilities of the Service Provider Partners 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;
- Ensure that all clients are aware of Multi-Service Center rules and enact appropriate enforcement of client shelter rules for their clients if and when necessary;
- Agree to share service output and outcome information
- Communicate room reservation conflicts with Program staff in advance;
- Respect, maintain and keep clean all areas of the Multi-Service Center;
- Respect and cooperate with Shelter Operator staff, other service providers and clients;
- Participate in quarterly Service Partner Advisory Board meetings and provide input to the improvement of Buena Park Navigation Center.
- Screen clients for eligibility (no sex offenses or felonies with open warrants will be allowed on- site).

H. Good Neighbor Policy – Community Coordination and Communications

1. Communications and Coordination with Neighborhood, Business and Public

The Shelter Operator is committed to communication with neighbors on an ongoing basis. As part of this commitment, the Shelter Operator has helped facilitate a number of Community Forums, prior to opening, and can facilitate additional forums if needed. These Community Forums have provided opportunities to answer any questions members of the surrounding community might have on the operation of Buena Park Navigation Center.

A public inquiry phone number and contact information will be posted. Community stakeholders may call this number for information about the site or to have any questions answered. The phone number exists as a resource for community members and will remain connected as long as the Program is open and operational. Any community complaints and/or inquiries about Buena Park Navigation Center are recorded and forwarded to the appropriate staff for prompt (60 minutes) investigation. The Shelter Operator is fully committed to an appropriate customer service response and considers the resolution of community complaints a high priority.

The Shelter Operator also maintains a website which includes important information for community stakeholders and clients alike. The website includes a “Frequently Asked Questions” section which helps to provide instant answers to community concerns. Additionally, the website includes a digital copy of the Shelter Operator’s full “Good Neighbor Policy” and “Management and Operational Plan” to be made accessible to the public.

Limited tours of the facility may be available on specific days by scheduling an appointment with the Operator and City.

The Shelter Operator has program brochures available on-site and is able to disseminate these resources to groups throughout the community. Information on the brochures highlights the various services at the facility as well as criteria for admission and eligibility. Volunteer, in-kind and donation opportunities are also listed for those who wish to support the program.

The Shelter Operator follows a specific set of media guidelines and has an appointed Public Relations team to handle all media requests. The Public Relations team is charged with ensuring that the public is regularly updated on the progress and successes of the shelter program through various local media outlets.

2. Communication and Coordination with Local Police and Fire Departments

The Shelter Operator is committed to communicating and working collaboratively with local police and fire departments through all stages of program implementation - from facility design to program execution. The intention of the Shelter Operator is to act as self-sufficiently as possible and minimize the shelter's impact on the local police and fire departments. This includes ensuring that staff and security are trained to properly manage and respond to an extensive array of difficult situations that may occur at shelter.

The Shelter Operator and site provides an array of services and support that are beneficial to local police and fire departments. These services include, but will not be limited, to:

● Staff and Security Officers stationed on-site 24 hours (and on-board the shuttle in evening hours);

● Designated beds reserved each night for law enforcement referrals (including percentage set- aside for the host city);

● An Outreach Team will monitor surrounding area to control issues of loitering, abandoned property, and other blight;

● Training opportunities on mental illness, homeless sensitivity or other topics of interest to supplement existing department trainings;

● Direct referral access to the Coordinated Entry system to assist local law enforcement officers connect homeless individuals with housing opportunities;

● Statistical reports on number of clients served, length of stay and/or demographic information.

3. Communications and Coordination with City, County, and Service Providers

Operation of Buena Park Navigation Center is for the public good and to move the homeless Continuum of Care system, as a whole, forward. As such, successful implementation of Buena Park Navigation Center requires the partnership of various stakeholders including the City, County and other Service Providers.

The Shelter Operator is committed to working cooperatively with numerous other service providers, community, and government organizations to serve the needs of the homeless population.

In order to effectively manage and operate a robust Multi-Service Center that provides an array of services for the shelter clients, the Shelter Operator demonstrates collaboration and willingness to engage other service providers.

Additionally, the Shelter Provider is responsive to and provides support to the City Manager or designee, in relation to the outcomes and operation of the program.

4. Policies for Community Involvement

The Shelter Operator is committed to active participation in city and county-wide community events. To the extent reasonable and feasible, representatives of the Shelter Operator attend meetings of the local Neighborhood Associations and local Chamber of Commerce when invited and communicates with neighborhood and business participants as needed.

5. Policies for Neighborhood Outreach Patrol

A staff-led Neighborhood Outreach Patrol assembles several times a week to monitor a 1/2-mile radius around the shelter perimeter. The role of this Outreach is to monitor, promote cleanliness, engage with neighbors, and enhance safety and community in the immediate vicinity.

Additionally, this Patrol provides intervention for issues of loitering, unauthorized parking of client vehicles in the neighborhood, abandoned property, shopping carts and other blight. A log is kept of the weekly Outreach patrols. The following actions are completed by the Neighborhood Outreach Patrol:

- All litter and trash items related to the Program are removed from the area and properly disposed;
- Any currently enrolled Clients found loitering in the area are issued a warning. Violations of this rule may cause a client to be exited from the facility;
- Unauthorized parking of client vehicles in the neighborhood are subject to towing;
- Shelter Operator will contact city-designated shopping cart retrieval program to collect all shopping carts found that do not contain items of personal property;
- Shelter Operator utilizes city-designated maintenance apps on mobile devices for removing personal property foundin surrounding area and tracks calls made for services;
- Shelter Operator conducts outreach and engagement activities to non-enrolled homeless individuals in surrounding community.

I. Navigation Advisory Commission

The Navigation Advisory Commission is established and maintained to provide review of the operations of Buena Park Navigation Center, enhance community relations, and bring information of any strengths and concerns from the neighborhood, local businesses, city and county entities, service provider partners and shelter clients about the operation of Buena Park Navigation Center.

1. Composition of Commission

The Navigation Advisory Commission represents different stakeholders and interests with the composition approved by the Buena Park City Council.

2. Meeting Schedule

The Navigation Advisory Commission will meet as needed (at minimum twice annually) as determined and approved by the Buena Park City Council.

Additional meetings can be held as needed as a way for any member to agenized issues or to be able to request a special meeting.

3. Accountability and Grievance Process and Policies

In addition to providing input to the operation of Buena Park Navigation Center, the Navigation Advisory Committee is also tasked with the on-going review of the Shelter Providers ability to effectively administer its Operational Plan and Good Neighbor Policies. In the event that a Navigation Advisory Commission member finds concerns over the Shelter Operator's implementation of the program, the following processes and policies will be enacted to allow the Shelter Operator to make corrective actions toward such grievances:

1) Once a grievance has been filed, Shelter Operator and Navigation Advisory Commission will create, at the meeting in which the grievance is filed, an action-plan to resolve the issues by the next regularly scheduled commission meeting;

2) At the next meeting, the action plan's outcomes will be reviewed to determine if the issue has been resolved;
3) If the issue has not been resolved, but the Shelter Operator has provided evidence of a good faith effort to follow the course of actions outlined on the plan, they will be given an additional 90-days to enact an alternative plan;
4) If the issue has not been resolved and the Shelter Operator has not demonstrated or provided evidence of following the course of actions outlined in the plan, a formal complaint will be sent to the City for investigation and possible termination of the Shelter Operator Contract. The City shall have a plan for operation of the shelter if the shelter operator is terminated by the City, 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 City Council.

Additionally, law enforcement has the ability to bring forward operator non-performance directly to the City

4. Reports to the Commission

The Operator will provide quarterly statistical report to the committee at meetings to include data on shelter program outcomes: unduplicated clients served, number of entries and exits and the nature of exits, as well as length of stay information.

J. Safety Policies

1. Facility Maintenance

The Shelter Operator keeps a schedule for regular facility maintenance and cleaning. The Program contracts with a janitorial service to provide daily cleaning services for all areas utilized by clients and weekly for office space and the Multi-Service Center areas. In addition, Program Staff also personally maintains a round-the-clock cleaning schedule which addresses each area of the facility.

Shelter Staff attends to regular minor maintenance duties and repairs. Major repairs are reported to the Program Manager and depending on the work needed may be sent out to an approved list of vendors for bids, approval, and completion. Maintenance and cleaning forms are used to track completion of each task and submitted to management on a daily basis. The Shelter Operator is responsible for staff training and performance in these duties.

The outside grounds are 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 is reported to Program Manager for removal within 24 hours.

The Shelter Operator is committed to maintaining a pest free environment throughout the premises. As such, no open food or drink is allowed in the dorms and sleeping areas, with the exception of water. Trash bags are emptied throughout the day in all areas as they become full. Inspection of client spaces and lockers are conducted for any items that would attract pests. All staff receives appropriate training for the identification of common pests as well as prevention and control measures. A Pest Control company is contracted by the Shelter Operator and comes regularly to spray for bugs, check for infestation of pests, and performs other pest prevention or extermination treatments that might be seen on their visits or reported by staff.

2. Fire and Earthquake Safety

<u>Evacuation Plan for Ambulatory and Non-Ambulatory Residents</u>

All shelter staff are trained in protecting the safety of everyone in the facility. Staff respond quickly and safely when an emergency, incident, or natural disaster occurs. Evacuation Routes and Exits are posted in each major area of facility. An evacuation point outside has been designated to the rear of the building, near the storage shed on the north-east corner of the property.

In the event of an emergency, the present site lead during the emergency will notify all staff and clients to evacuate, call 911, and direct the evacuation itself. Staff will be assigned to oversee the evacuation of clients in each work area. Staff will check client areas, assign assistance to non-ambulatory and disabled persons, and lead clients to safety through the nearest safe evacuation exit. Staff will assemble clients outside at designated evacuation point, read bed list for attendance and search for any missing clients as safety conditions allow.

In case of fire these additional protocols will be completed:

- The Program Manager or lead staff member will pull the nearest fire alarm if it is not already sounding; the Fire Department monitors the alarm and will respond immediately.

- While evacuating clients, staff will attempt to close all door(s), if safe to do so.

- Before exiting a room, the Program Manager or lead staff member will touch back of hand to the door to determine if the door is cool, then open it a crack, smell for smoke, and if deemed safe, open the door and leave the building to the evacuation meeting point.

- If the door is hot, it will not be 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 site keys.

- Staff will contact the Program Manager or their proxy as soon as possible, if not onsite.

- Staff will report incident and procedure in Incident Report and staff shift notes as directed in shelter policy.

If the weather is inclement and if the evacuation will not be short, staff will:

- Contact the Program Manager to identify evacuation locations and disaster team if assistance is needed for client shelter, meals or services.

- Contact other Homeless Providers for services as needed.

For a false alarm or other short-term evacuation, staff will direct occupants back into the building once the Fire Department has authorized an “all-clear” call.

3. Fire Prevention Procedures

Buena Park Navigation Center was approved by the Fire Department for all fire codes, sprinklers, alarms, and exits prior to service implementation. Emergency lighting has been installed both inside the facility and outside on the grounds for safety and in compliance with all codes.

No smoking is allowed inside or outside the building within 20 feet of doors. A smoking section is designated and a sign is posted in the enclosed patio area.

4. Fire Drills and Documentation

Fire drills are conducted at least quarterly. Documentation of fire drills are kept for three years in Shelter Management Files.

5. Fire Inspections and Extinguishers

The most recent annual fire inspection is posted in a designated area of Buena Park Navigation Center facility and is included in the Shelter Management files. Fire extinguishers are hung in each area of the building as shown in facility plans and in evacuation plan. Fire extinguishers are inspected and maintained per city and county requirements. A certificate of the last most recent fire inspection is posted in a visible designated area.

6. Earthquake Safety

Earthquake drills are conducted quarterly by staff. The evacuation route and procedures are the same as for other hazards. A client tally and search will be conducted once the evacuation is conducted.

In case of an actual earthquake that causes damage to facility or grounds, the Fire Department will be called to inspect the facility as soon as safety permits. Clients will be evacuated from building and transported to other shelter as needed.

K. Security Plan

The Shelter Operator follows policies and procedures that promote the utmost safety for clients, staff, volunteers, and the community and strives to provide an atmosphere that promotes community, stays alert for signs of conflict, and confronts behaviors before they escalate. Acts of violence upon guests, staff, volunteers, or community members will not be tolerated.

1. Eligibility Screening

No person validated on a sex offender registry (ex: Megan's Law) can access into Buena Park Navigation Center. Additionally, no person with an open felony warrant or convicted of arson will be allowed to access the shelter property. The Shelter Operator works cooperatively with local law enforcement to screen clients for open warrants. In addition, Program Staff utilizes https://www.nsopw.gov/ to screen for status on national sex offender registries.

2. Secured Entrances

All clients are required to enter the shelter in a coordinated, peaceful fashion.

All clients present identification upon entry. Clients without valid California identification cards are given supportive services to secure a valid identification card. Clients also receive a shelter-specific ID to use for admission into the shelter during the duration of their stay.

All clients and their belongings are checked by security personnel, utilizing security wands each time they enter the facility. Any found prohibited items are seized and illegal contraband is destroyed. Prohibited 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. A more extensive list of examples of Prohibited Items is clearly posted before and at the security checkpoint.

Clients sign in upon entrance, and sign out upon exit from the building.

3. On-site Security Personnel

The Shelter Operator provides a sufficient number of trained security guards to ensure the safety of clients and the surrounding neighborhood, 24 hours a day.

Security is on-site at all times, and conducts security rounds as necessary, and at least once each hour.

Security guards are stationed both inside and outside the shelter to ensure maximum coverage.

Security guards are accessible and visible to clients, and survey facility for any potential concerns. Staff and security communicate with each other via portable electronic equipment (ex: 2-way radios).

Security guards are contracted through a third-party vendor. Security guards carry handcuffs and the option of straight-stream gel pepper spray. The vendor ensures that all security staff are regularly trained and updated as needed. Security guards receive Homelessness Sensitivity Training through the Shelter Operator's resources.

4. Staff Plan

Shift	Hours of Shift	MON	TUE	WED	THU	FRI	SAT	SUN
AM Logistics 1 & AM Janitor	5:00 am - 1:00 pm (9 am - 1 pm Janitor)	8	8	8	8	8	8	8
AM Logistics 2	7:00 am - 3:00 pm	8	8	8	8	8	8	8
AM Logistics 3	7:00 am - 11:00 am	4	4	4	4	4	4	4
AM Logistics 4 & PM Janitor	9:00 am - 5:00 pm (1 pm - 5 pm Janitor)	8	8	8	8	8	8	8
AM Logistics 5	11:00 am - 3:00 pm	4	4	4	4	4	4	4
PM Logistics 1	3:00 pm - 7:00 pm	4	4	4	4	4	4	4
PM Logistics 2	4:00 pm - 8:00 pm	4	4	4	4	4	4	4
PM Logistics 3	4:00 pm - 11:00 pm	7	7	7	7	7	7	7
PM Logistics 4	7:00 pm - 11:00 pm	4	4	4	4	4	4	4
Overnight 1	11:00 pm - 7:00 am	8	8	8	8	8	8	8
Overnight 2	11:00 pm - 7:00 am	8	8	8	8	8	8	8
Outreach 1	12:00 pm - 4:00 pm	4		4			4	
Outreach 2	12:00 pm - 4:00 pm	4		4			4	
AM Safety Coord	7:00 am - 3:00 pm	8	8	8	8	8	8	8
PM Safety Coord 1	1:00 pm - 9:00 pm	8	8	8	8	8	8	8
PM Safety Coord 2	3:00 pm - 11:00 pm	8	8	8	8	8	8	8
Driver Supervisor	AM or PM Driver Times (Fri/Sat Mandatory, Others Vary)		8	8	8	8	8	
AM Driver 1	5:30 am - 1:30 pm	8	8	8	8	8	8	8
AM Driver 2	5:30 am - 1:30 pm	8	8	8	8	8	8	8
PM Driver 1	1:00 pm - 9:00 pm	8	8	8	8	8	8	8
PM Driver 2	1:00 pm - 9:00 pm	8	8	8	8	8	8	8

5. Security

Time	Security Guards
12am - 12pm	2
12pm - 8pm	2
8pm - 12am	2

6. Security Alarms and Cameras

Buena Park Navigation Center is equipped with security cameras both inside and outside, door bells and portable communication device worn by staff. Staff also has access to panic buttons which can silently summon police to the facility during emergency situations.

Site Leads and Security Officers can monitor footage via web-based security servers, on computers at the security desk and administrative office areas. Security footage will be retained digitally for 30 days.

7. Security Lighting

Security lighting is used both inside and outside the facility to highlight the entrances and parking lot. A security officer is available to escort any person to the parking lot or street-side parking after sunset.

8. Loitering Policy

Clients are not allowed to loiter in the surrounding neighborhood. Subsequent violations of this rule result in warnings which may lead to the client's program enrollment being terminated. The Shelter Operator's Good Neighbor Policy includes regular outreach and random checks of the surrounding area to prevent and control loitering issues.

9. De-escalating Conflicts

All employees receive training in communication techniques that are known to be helpful or effective in de-escalating confrontations.

10. Entrance and Exit Procedures

To maintain a safe environment in the shelter, all clients enter and exit through one main entrance and security checkpoint. The entrance is equipped with security cameras inside and outside the facility. Each area of the building is locked when not in use, and the site is "zoned" so that clients only have access to the areas which they need. During sleeping hours clients will have restricted access to other areas of the building. The staff offices are only available by appointment.

All clients must present some kind of ID upon entry, and their person and belongings are searched by security. They sign in upon entrance and sign out upon exit from the building.

All clients enter the property by bus/shuttle or other motor vehicle. Clients are escorted from the designated parking lot area and bus/shuttle drop off area to the shelter entrance. In the event that Multi- Service Center services are opened to the public, those clients would follow the same entrance procedures.

11. Policy regarding storage of client's possessions

All clients have access to limited personal storage space. Each client is assigned a lockable storage bin and lock to go under the bed for personal valuables.

Clients are also assigned rolling storage bins. Upon being assigned the rolling bin, clients 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 effects in their assigned bin to the capacity with which it can still correctly close and be safely rolled to and from the bin storage area. Bins may be accessed, with staff supervision and only during assigned hours during the day. Indoor lockers may be accessed at any time during the day other than “light out”.

All items are stored for the length of the client’s stay at the shelter. The right to store items on-site may be revoked based on violation of rules and at the management’s discretion. Once a client has exited the shelter program, any personal effects may be stored for up to 7 days if needed; after which, the property will be disposed of. Clients who have exited from the shelter program must contact staff to set an appointment to collect their personal belongings within the 7 days.

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. A limited extension to the length property is held may be granted under exigent circumstances, and only by close coordination with management.

No Prohibited Items may be stored inside the shelter. Limited Prohibited Items may be stored in outdoor bins (see Prohibited Items List for examples).

12. Policy Pertaining to Searching of Clients’ Property by Staff

The Shelter staff has the right to inspect all storage areas, including rolling bins and lockers, to ensure compliance with contraband policies.

If Prohibited Items are seen being transferred to a client’s personal rolling bin or locker, or if there is other reasonable suspicion that there are Prohibited Items in a client’s belongings, that storage and belongings may be searched for safety purposes, with or without the client present. Clients are required to use locks provided by the program for this reason. If a client wishes to use their own lock, they must supply management with a copy of their key or the combination. Any unauthorized locks may be cut if needed. When inspecting a client’s belongings without them present, two staff persons are responsible for the search. An authorization form is signed by the client at time of intake. When items are found in the client’s possession that are not illegal paraphernalia, but are also not suitable for storage, clients can choose to have the staff dispose of the item or they may store property off site premises at their own cost. Clients are not allowed to store items in the surrounding neighborhood.

Staff reserves the right to designate a period of time when a client will be ineligible for re-entry to facility, if contraband is found. Length of ineligible time will be documented according to the “Exit and
Readmission Policies”.

13. Policy on Possession of Weapons On-Site

No weapons or items which the staff identifies as being dangerous or obviously capable of harm may be brought into the shelter. Any belongings that a client brings into the building must come through the dedicated security checkpoint so that security can search and inspect them for weapons or items described above. Anyone found attempting to bring these kinds of items past security will be asked to immediately leave the premises and neighborhood of the facility. Sharp objects such as tools, knives or scissors may be stored in outdoor bins, but not taken into shelter living areas. Heavy or blunt hand objects like hammers, bats, or crowbars are also not be allowed into the facility for the same reason.
Transportation off property will be offered to clients in this situation if safety allows.

14. Procedure for Contacting Police

The intention of the Shelter Operator is 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 are trained to properly manage and respond to an array of difficult situations that may occur at shelter.

In establishing a procedure for contacting police, the Shelter Operator works 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. For non-emergency incidents which merit law enforcement attention, staff will call the Buena Park Police Department non-emergency line at (714) 562-3901.

The program established and follows a simple 911 protocol when dealing with incidents at the shelter. All staff members are trained in these procedures. 911 may be called for any medical emergencies, violent behaviors that endanger others, and suicidal ideation. In the event that a client requests 911 be called, staff will take a quick inventory of the situation to decide if 911 should be called immediately or if it would be more appropriate to use an alternate solution: directing to urgent care, Non-emergency Paramedics, shuttle rides to the hospital, or if it is a medical concern that can wait until the client is able to be seen by a nurse or physician on-site, nurse help-lines, or a tele-medicine appointment.

L. Health Policies

1. Housekeeping Policies

The Shelter Operator is committed to, and understands the importance of, maintaining hygienic, sanitary environments for the well-being of clients, volunteers and staff. The Shelter Operator maintains written, standardized housekeeping procedures. Each procedure has been designed for the safety of staff and clients and for a consistent, high standard of housekeeping. Staff are provided with training in these procedures, are monitored in performance of the procedures, and evaluated in their effective use of them. Training also includes education on different hazardous materials with which staff may come into contact when carrying out their assigned work tasks. The complete list of procedures is included in a Shelter Policy and Procedures Manual and made available to all employees.

Shelter staff is responsible for cleaning of the facility. Thorough daily cleaning of all client areas include living quarters, serving and dining areas, and common areas are done using institution strength anti- bacterial products. Bathrooms, showers, and eating areas are given priority attention. The serving and dining areas are cleaned according to strict health standards after each meal. Office space is cleaned weekly or as needed by Shelter staff and partner organizations using the space.

To prevent cross-contamination, clients are encouraged to store personal toiletries in plastic sealable bags on their beds when not in use. Clients are assigned a set of linens at intake for their use while in the shelter. The client is responsible for making and maintaining their bed each morning. Staff washes linens and client laundry weekly in hot water with bleach (except when cleaning clients' colored laundry) unless special circumstances require more regular cleaning.

All staff practice universal precautions in handling laundry, cleaning of facility, and general self-health care. Specifically:

- Staff wear appropriate protective garments (i.e. gloves) while completing tasks;
- Staff use recommended disinfecting cleaning products for each area of facility;
- Staff practice required hand-washing procedures;
- Serving staff are trained in and practice required food-handling procedures;
- All client clothes are washed upon initial intake and weekly thereafter;
- All laundry is handled according to safety and washing procedures;
- Staff and volunteers follow a set of Program Rules and Regulations for working when they are sick/contagious.

The outside grounds are included in the housekeeping standards and schedule. The facility's outside spaces, parking lot, and green areas are cleaned daily from debris and litter. Chairs and tables are cleaned regularly according to agency standards,

and more often when needed. Minor repairs of the facility and grounds are completed by the Shelter staff. Any major repairs or work requiring specialized training are completed by approved vendors.

The Multi-Service Center areas are also included the housekeeping standards and schedule. The Service Partner agencies must adhere to housekeeping procedures as outlined in their MOU agreement. Service Provider Partners are expected to respect and keep their areas clean after usage.

2. Pets, ESAs and Service Animal Policies

If space allows, clients are permitted to bring pets, defined as a dog, cat, or recognized service animal, excluding exotic and wild animals.

Only registered animals that are spayed/neutered, have proof of current licensing and vaccinations in Orange County are allowed at the facility. Animals coming into the shelter must also be kept free of fleas, ticks or other pests/parasites. Animals are permitted to stay in the shelter and living areas and must stay in the provided kennels or on a controlled leash while on the grounds.

In order to confirm that an animal is considered a Service Animal, staff may ask if the animal is needed to help with a disability that the client is experiencing, and what specific task the animal can perform.

Because there is no legitimate Service Animal Registry, no registration, Service Animal ID or special tag or vests are necessary.

The health and well-being of all animals brought into the shelter is the sole responsibility of their owner. Clients must feed and clean up after their animals, and Shelter Staff is not required to provide food, although animal food may be regularly available through donations from the program's partners. Clients who are unable to care for or feed for their pets or cannot control them while at the shelter are asked to remove the pets from the facility.

If the Shelter Operator partners with a Veterinarian, clients may be required to keep regular pet-health appointments.

3. Possession and Use of Controlled Substances

The Shelter Operator has strict policies prohibiting the possession or use of alcohol or controlled substances at or in the vicinity of Buena Park Navigation Center and its Shuttle Pickup Locations by employees, residents, clients, and general public.

It is the intent of the Shelter Operator to promote a safe, healthy and productive environment for everyone. Staff recognizes that the illegal and/or excessive use of drugs and alcohol, or the inappropriate use of prescribed drugs is not conducive to a safe living environment. It is the objective of the Shelter Operator to have an environment that is free from the influence of controlled substances and alcohol at all times on premises. The unlawful purchase, possession, transfer, manufacturing, distribution, dispensation or use of any illegal drug is inconsistent with the objective of operating in a safe and efficient manner and is strictly prohibited and is contrary to mission of Buena Park Navigation Center.

4. Policy for Drug Possession

Staff reserves the right to refuse entrance to any client who is noticeably under the influence and exhibiting behavior that is unsafe or inappropriate due to influence. If alcohol, illegal substances, or

paraphernalia are found in client's possession after they have completed entry paperwork and necessary security screenings, that client may be issued an Action Plan which may result in the termination of their enrollment, depending on the type of contraband. They may be given a time frame of their next eligible readmission date. The illegal drug or alcohol is disposed of and documented by two staff following written protocol in a Policy and Procedures Manual.

5. Security, Use and Access of Prescription Medications

Clients are allowed to hold and control their own medication, provided that they maintain a current prescription and that the medication is kept in the appropriate original container. If a medication needs to be refrigerated, the medication is packaged and labeled with person's name, bed number, and name of medication and placed inside a designated locked refrigerator which can only be accessed by staff.

Clients whose medications are stored in the locked refrigerator can retrieve them as soon as possible by placing a request to the staff on duty. The clients are responsible for the safe keeping of and taking their own medications within limits of how they are prescribed. Only the person whose name is on the medications is 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, although identification cannot be verified in this case.

7. Client Access to Emergency and Medical Care

Clients can access medical care at any time. They should communicate to the staff on duty their need for medical care, if possible. Medical support can be accessed through the onsite Medical Wing and/or through local hospitals if and when access to the Medical Wing is not available.

If a client requires first aid items, they may access them from a shelter staff member at the service desk. The staff member may assist the client in basic first aid care with the client's permission, as he/she will be trained in using universal precautions.

In case of a seizure, staff are trained in appropriate safety precautions and call for support from the Medical Wing staff or 911 if a seizure persists or causes bodily harm. If a client needs emergency or serious medical care, the staff on duty will call 911 and follow the 911 operator's 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. For non-emergency incidents, staff will assess the situation and connect the client with an appropriate care provider such as: on-site medical partner, urgent care, referral to the clients primary care doctor, on a case-by-case basis.

Program staff are also trained on the use of the overdose rescue drug known as Narcan. Program staff work with community partners and distributors to ensure that Narcan is available in strategic locations within Buena Park Navigation Center.

The Program Manager will be called as soon as possible following a major incident. After any client emergency or incident has been controlled, the lead staff member completes an Incident Report form which will be sent to the Program Manager and higher-level staff as needed.

8. First Aid Equipment, Supplies and Procedures

The Shelter Provider and/or Medical partner has first aid supplies available at all times. The first aid kits are inspected monthly, updated as items expire, and re-stocked after each use. Staff members are trained annually in universal precautions, basic first aid care, and Mental Health crisis. Any incidents occurring at Buena Park Navigation Center requiring first aid are documented in the daily report and an Incident Report is prepared and sent to Program Manager and other higher-level staff as necessary.

9. Policies & Procedures for Disease Prevention

The Shelter Operator has 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, and will operate in compliance with guidance from County Health Care Agency and the Center For Disease Control. Clients are screened for wellness upon intake to the shelter to limit the risk of exposing the shelter to communicable disease. Universal precautions are practiced 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 follows a set protocol which includes:

- Immediately contacting Supervisor about the situation
- Dealing with any injuries
- Securing the accident scene by obtaining names, addresses, and phone numbers of witnesses if possible, taking photos if possible, and noting any unusual circumstances
- Recording all necessary information to complete a formal report
- Not accepting any responsibility on behalf of the Shelter Operator
- Reporting accidents and 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 Operator will follow guidance of County Health Care Agency and the Center For Disease Control. If the health concern is serious enough, staff may require that the client immediately leave to be seen/evaluated at a local hospital. If a client leaves due to disease, the bedding and client's clothes are washed, bed cleaned, and bedding replaced on bed. Clothes and belongings are stored in designated area and held for the maximum amount of time permitted. The Shelter operates to conform to best health practices and concerns.

Universal precautions are used for all handling of client possessions. Staff follows hand washing techniques recommended by the Health Department.

All staff are regularly tested for TB as required by OSHA standards and written in the Shelter

Operator's Policy and Procedures handbook. If a client shows symptoms of tuberculosis, the client is sent for medical diagnosis and asked to receive a TB test. TB testing can be made available to clients through the Medical Services on-site as a community health benefit.

M. Food Policies

1. Provision of Nutritional Needs of Clients

The Shelter Operator provides a breakfast, lunch and hot dinner to each client every day. Meals are prepared off site by a third-party vendor and brought to the site to be served in the serving area. Meals are nutritious and healthy including a variety of fruits and vegetables. Accommodations can be made on a case-by-case basis for clients with dietary restrictions. Clients in need of specialty diets may request such a diet by submitting a Request for Accommodation to the Program Manager.

The Shelter Operator includes in its in-kind donation strategies, opportunities for food donations and partnerships with local food banks. The Shelter Operator also works with community and church partners and existing community meal service programs to offer opportunities to feed the homeless individuals at the shelter.

Tables and chairs are set up for meals in the Commons Dining Area at the scheduled meal times.

Food is served at designated times of operation for registered shelter clients only. Clients of the Multi- Service Center would not be permitted to access the dining area, nor would they be allowed to participate in daily meals.

2. Meeting the Health Department Standards

The Shelter Operator will meet all Health Department standards. Provisions for the Sanitary Storage and Preparation of Food

Buena Park Navigation Center has adequate space for storage of dry foods, refrigerated foods, and supplies. Separate and secure refrigerator/ freezer space is made available for client medications. The Shelter Operator may provide extra refrigeration and freezer appliances as needed to supplement safe storage of food, if space is available. Current certificates of food handling safety are posted in the serving area. Any volunteers will be supervised by an authorized employee.

All serving area storage areas are cleaned on a planned schedule and outdated food is disposed of. There is a rotation schedule for the storage and use of food in the refrigerators, 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 Buena Park Navigation Center are designed to safely support client needs and minimize potential impact on the adjacent residential neighborhood and businesses.

The following transportation measures have been implemented:

1. Transportation Flow ON and Off Property

The Shelter Provider implemented 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 include provisions for pedestrian, bicycle, personal transportation and bus and shuttle services.

2. Pedestrian Traffic

The shelter operates by bed reservation only and no walk-ins are accepted. The clients are expected to utilize the transportation options that are provided to them by the Shelter Operator, unless they own and drive a personal motor vehicle.

Any individual that does walk-up receives information on how to make a bed reservation and is provided transportation to a self-directed location out of the surrounding area to return only when the established reservation protocol has been followed. If a person walks up who refuses transportation off-site, they are notified of the Good Neighbor Policy, and are closely monitored as they leave the area.

3. Bicycle Traffic and Parking

Bicycle racks have been provided on site. Bike locks will be encouraged but are the responsibility of the client to obtain. Clients must complete a simple registration process for any bicycle brought onto the property, and is limited to only one per person. Bus and shuttle transportation vehicles have been designed to transport bicycles to mitigate foot traffic. Bicycles are not allowed to be ridden on or off the facility.

4. Shuttle Transportation Services

Access to the shelter is provided via on-site shuttle transport vehicles.

It was recommended that there be a minimum of three (3) designated drop-off/pick-up locations (Shuttle Stops) that provide ample geographic range for qualified clients seeking shelter services. Several Shuttle Stops were selected by the host city/police department and/or in collaboration with neighboring police departments. The operator does not drop-off/pick-up other than at agreed upon locations unless in exigent circumstances, or with close personal supervision for housing-related travel.

Daily shuttles are provided to transport all screened clients to the Shelter Site. Security guards ride with the shuttle in the evenings to ensure only prescreened clients with bed reservations receive transportation to the shelter. The Shelter Operator also conducts random daily checks of a ½ mile radius around the shelter, as well as the area immediately surrounding the Shuttle Stops to enforce shelter rules and avoid loitering and homeless congregations.

To avoid long-term loitering at the Shuttle Stops, clients may arrive at the Shuttle Stop fifteen (15) minutes before the start of the earliest shuttle departure times. The Shuttle Stops 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 provide pick-ups beginning at 4:00 PM and 7:00 PM, transporting new and returning clients. Prospective new clients must be present at designated pickup locations at a pick-up time agreed upon at the time of referral or they risk forfeiting their bed.

In the case of special circumstances, and only if arrangements have been communicated by the client to their Housing Navigator or Management 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 private or public transportation to return to Buena Park Navigation Center.

Each morning, two shuttle services are provided for clients who desire to leave the shelter for employment and other personal appointments. The scheduled start times are 6:00 AM – 10:00AM.

5. Personal Vehicle Transportation and Parking

The Shelter parking lot is available to clients, staff, volunteers and vendors.

6. Staff Transportation of Clients

Shelter staff members are prohibited from transporting clients in their personal vehicles. Only designated driver staff in shelter owned/operated or contracted vehicles may transport clients, and only for shelter- related purposes.

7. Delivery of Shelter Good and Community Donations

Deliveries of goods donations are to be dropped off in a designated area. The planned location for these designated drop-offs can change depending on on-site activities and take into consideration pedestrian, bike and other vehicle traffic routes to minimize safety risks and impact to the shelter site and surrounding area.

Deliveries of supplies from contracted vendors occur approximately 3xs weekly. The delivery of community donations by private donors occur sporadically and as available. Staff is available 24-7 to ensure safe and effective deliveries of any materials if needed, though it is the intent of the Shelter Provider to receive all deliveries of goods and/or donations will occur between the hours of 10:00 AM and 4:00 PM daily.

O. Financial Policies

1. Financial Requests from Clients

Financial requests from clients (such as for Bus Passes or ID Vouchers) must be requested and received through their Housing Navigator or Site Lead. Clients will sign a designated log when they receive the requested item. All bus passes and vouchers are kept in a locked safe in a locked office or closet at all times when not in use.

The Shelter Operator offers these financial assistance opportunities to clients, when available, and according to basic priority levels based off reason for request and status of housing plan. The Shelter Operator is not obligated to fulfill all financial requests from clients that they receive.

2. Client Possessions and Funds

No clients' personal funds or money are handled by the Shelter staff. Clients with funds that they keep while at the Shelter are solely responsible for their security and safety. It is recommended by staff for clients not to have funds on site to the extent possible, and to store wallets/purses, electronic devices, and any cash in appropriate locked storage. The Shelter Operator has a policy of not being responsible for lost or stolen items that is included in a Policy and Procedures Manual, listed in the signed *Client Expectations* agreement, and read with new clients at the time of intake.

Clients are not permitted to give cash to staff at any time, for any reason.

3. Annual Outside Audit

An independent financial audit of the Shelter Operator is completed on an annual basis. A most current audit is kept on file at the Shelter Operator's administration offices and may be viewed as necessary.

Buena Park Navigation Center is also subject to an annual program monitoring. It is the responsibility of the Shelter Operator to correct any deficiencies reported by the audit within the time limits available to them. Failure to comply may result in the termination of their Shelter Operator contract.

4. Financial Reports Review

Financial reports may be produced each month by the accounting department of the Shelter Operator. These reports may be reviewed by an appropriate Buena Park Finance Designee.

The Shelter Operator reviews financial statements and budgets with each Program Manager on a regular basis. Adjustments are made in spending as necessary.

P. Legal Policies

1. Policy for Compliance with Local Laws

The Shelter Operator follows all Orange County Fire Code requirements, and has staff trained for food handling, CPR, fire drills and other disaster evacuation procedures. The Shelter Operator and staff work cooperatively with local law enforcement to communicate any breaking of laws by clientele while on its premises. Additionally, Shelter staff and

management cooperate with law enforcement agencies on investigations for persons wanted for crimes as much as is possible while maintaining policies on client confidentiality.

2. Policy for Compliance with Labor Laws

The Shelter Operator complies with all required labor laws. OSHA training and reviews are done during staff meetings on an annual basis. OSHA flyers are posted in administrative offices.

The Shelter Operator's wages are at or above minimum wage. Employee breaks, meals, and overtime are monitored legally and compensated as needed. The Shelter Operator is contracted with a company to examine any work injuries. The proper incident reports, Workmen's Compensation forms, and requirements are completed.

Q. Non-Discrimination Policies

The Shelter Operator adheres to a policy of non-discrimination which is stated in the Shelter Operator's Policies and Procedures Manual.

The Shelter Operator does not discriminate in the provision of client care based on age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national or ethnic origin, HIV status, disability, or veteran status.

1. Policy for Compliance with Americans with Disabilities Act

The Shelter Operator complies with appropriate standards of The Americans with Disabilities Act (ADA). The Staff is trained about and is cognizant of any physical disability upon entrance of the client and can assist as needed to conquer any barriers from the structure of the building. Staff receives training to work appropriately with persons with disabilities. All persons are treated with dignity, value, and worth.

2. Gender-Specific Programming Policy

Persons accessing Buena Park Navigation Center services are classified as the gender for which they identify. Staff provides beds to persons of all gender identities, expressions and sexual orientations with due regard to privacy and client rights.

Bathrooms and showers have been constructed with equal privacy for all clients, regardless of sexual orientation, expression, or identity. One all-gender restroom is available at Buena Park Navigation Center. All programs and services are available with the dignity of all clients as highest priority.

3. Sexual Harassment Policy

All clients, volunteers, and employees are expected to be able to coexist at Buena Park Navigation Center in a Trauma-Informed environment, free from sexual harassment and inappropriate sexual behavior.

The Shelter has a zero-tolerance policy for sexual harassment and inappropriate behavior of a sexual nature. No sexual harassment is tolerated by anyone on the facility grounds - including by staff, volunteers, or clients. Clients, staff, and volunteers are notified if in the Shelter Operator's sole discretion any of their remarks, advances, gestures, or attire constitutes sexual harassment toward any person in the facility.

Anyone who believes he or she has been the subject of any such behavior is urged to report it to the staff or supervisor immediately. In the event an individual comes forward with these concerns, a report will be completed and taken to appropriate staff or supervisor for resolution. Reported incidents are investigated on a confidential basis. Provisions are instituted to guard the safety and emotional health of persons who have been victims of a reported incident, as well as any persons initially accused of harassment. If after proper review a person is found to have engaged in sexual harassment or inappropriate behavior of a sexual nature, they will be subject to disciplinary action including possible immediate exit from program or termination from employment.

4. Policy Regarding Sex Offenders

The Shelter Operator has strict requirements for the safety vulnerable adults and children who may frequent the surrounding area. Staff and volunteers are trained in sex abuse definitions, sex offender policies, child abuse, and vulnerable adult abuse. All employees must review this training yearly and be documented to have passed its standards.

As mandated reporters, the Shelter Staff follows federal law requirements in reporting sex offenders. All clients are screened against national sex offender databases, through the National Sex Offender Public Website. Screening is conducted at the time of reservation, and no potential participants with a registered sex offense will be allowed on the shuttle or admitted as clients.

R. Confidentiality Policies

1. Personal Confidentiality

People seek help from emergency shelters at a difficult time in their lives. Their need for service and the help that can be given is determined through sharing of factual and personal information. For this to be effective, every client must be able to trust that every staff member and volunteer hold confidential the shared information.

Therefore, the Shelter staff and Shelter Operator keep strict confidentiality practices as written in its internal Confidentiality Policies. These practices include:

1) Fact of Participation: The fact that an individual is or has been a participant in Buena Park Navigation Center is not disclosed except, where absolutely necessary and after disclosure has been allowed by the client.

   Inquiries by visit, telephone or letter regarding a participant in the program is 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 is permitted only with the person's written consent. Information is withheld where enjoined by law and where by contract The Shelter Operator has agreed to maintain the confidentiality of client records (as under the Privacy Act.)

   Disclosure of information relating to program participants is 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 certain participant information contained in their 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 and shared documents, not progress notes or staff observations. Information provided by other agencies is also not to be shared.

4) Law Enforcement Agencies: Formal requests for information regarding clients originating from law enforcement agents are referred to the Shelter Operator's Management Team and Directors, and if necessary, its Legal Department. Before any official action is taken on any legal request, staff will contact their Legal Department as there are boundaries in place to determine the sharing of information with law enforcement personnel according to its policies on client confidentiality (as stated in the Shelter Operator's Policy Manual) and applicable law.

   When an arrest warrant or a search warrant has been issued by a court after a showing of probable cause, if such a warrant is presented to the facility relating to a client in the residence, staff cooperates 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. This kind of visit by Law Enforcement will be followed up with an Incident Report by staff.

5) Written Consent: If there is any doubt as to whether client information should be disclosed, the consent of the client is first obtained, except as otherwise required by law. The consent will be in writing on a Release of Information form and will identify the information to be disclosed, the person or agency to whom it will be disclosed, and the purpose of the disclosure, and the period of time during which authorization is granted.

6) Abuse Reporting: The Shelter Operator and Shelter staff comply with all state and municipal laws requiring reporting to governmental agencies of instances of child abuse, domestic violence and elder abuse. Staff reports any suspicion or evidence of child abuse or vulnerable adult abuse according to the law's requirements. All staff persons at the shelter are mandatory reporters. An incident report would also be completed and submitted to the Program Manager and any higher- level staff as needed. All staff is trained at the time of hire to spot signs of abuse and to properly document and report it. Trainings are 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 staff, Employment and Housing Navigators, and management staff are authorized to access the HMIS Database. Each staff person must have a separate password for entry. Staff is only to use computers that are authorized and HMIS compliant. No persons without a username and password set up by the Shelter Operator's IT department will have access to staff-only computers.

3. Exceptions to the Confidentiality Policy

All clients are 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.

4. Grievance Policies

The grievance procedure is 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 have the right to file a grievance without the fear of harmful repercussions from staff or other residents.

5. Receiving and Posting

The Grievance Procedure is clearly posted in the Policy and Procedure Manual and available to clients at the shelter facility. It can be easily found in a dedicated binder on the counter at the front Service Desk. Also, posters with this information can be found on the walls of the shelter. A client is 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 Procedure will be read by the client and the client may decide which follow up forms they would like to proceed with completing if follow up is necessary. These forms include

a Request for Consideration form, a formal Grievance Form, as well as a Termination Appeal form. Each form may be filed to begin a grievance investigation and follow up at different levels of management within the Shelter Operator.

6. Meeting with Staff

A program participant can file a grievance to dispute any action or inaction within 48 hours, by submitting a Formal Grievance Form to the Program Manager. The Program Manager will review the grievance to determine if the issue can be immediately resolved at their level of supervision. If the Program Manager is unable to resolve the grievance, or if they are named in the grievance themselves, they will immediately forward it to the Regional Director, who will make every effort to investigate and provide a written decision within 10 business days.

The grievance procedure does not suspend the rules or consequences established in the Shelter Expectations.
Clients have the right to file a grievance without fear of harmful repercussions from staff. The client also has the right to request a 3rd party to assist them through the grievance process. If they choose to have a 3rd party present for the grievance, the client must file a signed release of information prior their involvement.

Step 1:

If you wish to file a grievance, you may obtain a Grievance Form from any program staff member. They are also located within this binder.

Grievances should be written clearly and include the names of all parties involved, a detailed account of the problem and requested action to be taken. Any staff member may assist you if you need assistance in completing the form.
Formal grievance forms should be submitted to the Program Manager. If the complaint is directed towards the Program Manager, the client should submit their grievance directly to the Regional Director whose information can be located on the grievance form.

Formal grievance forms should be submitted to the Program Manager. If the complaint is directed towards the Program Manager, the client should submit their grievance directly to the Regional Director whose information can be located on the grievance form.

Step 2:

The Program Manager will confirm their receipt of and provide a thorough review of any grievance within 3 business days. If the Program Manager can resolve the grievance, they will provide a written determination to the client during that time.

If the issue cannot be resolved at the Program Manager level, the Grievance will be forwarded to the Regional Director.

Step 3:

The Regional Director will review grievances submitted and investigate the complaint and may acquire all documentation and interview involved parties, as necessary.

The Regional Director will make every effort to resolve the conflict or concern with the client and parties involved within 10 business days of receiving the Grievance from the client. This will include an opportunity for the client to discuss their concern, during a meeting, phone call, or videoconference with the Regional Director. The Regional Director will provide a written determination to the client during that time.

Step 4:

If after receiving the final determination from the Regional Supervisor, the person filing the grievance may appeal the decision by writing to the Chief Program Officer (or the Chief Operations Officer if the Chief Program Officer made the prior grievance determination) within 10 business days of receiving the written decision. The Mercy House Officer receiving the appeal shall issue a written decision in response to the appeal no later than 10 business days after its filing.

Step 5:

Clients may also complete the County Grievance Appeal Process that may be filed after the Grievance and appeals process is completed. Information regarding this step will be kept in the Grievance Binder at the Front Desk of every program.

7. Whistleblower Policy

Clients have several ways in which they can share a grievance – verbally or written, anonymous or through a third party. A Suggestions-and-Grievance Box is available in the common area and is checked weekly by staff.

Confidentiality is strictly kept between the person making the complaint and the Program Manager which will withhold information internally to the extent prudent where a complaint involves a staff member or volunteer. The Grievance Procedure will be clearly posted in the Policy and Procedure Manual and available at the facility.

SECTION III. STAFFING AND MANAGEMENT PLAN

A. Staff Policies

1. Hiring Policy

The Shelter Operator is an equal opportunity employer. A copy of its applicable Equal Opportunity and Affirmative Action Policy is available in the Employee Handbook and through the Human Resources department of the Administrative Offices.

All staff positions and newly hired staff are approved by the Human Resources department, Directors and Program Manager, and are thoroughly vetted through a new hire process as outlined below.

2. Screening Procedure

Position openings are posted on various employment-search networking websites. Potential applicants are screened through a two-step interview process.

The first interview is typically scheduled with the Human Resources. If deemed eligible, the applicant may conduct an interview with their potential manager or supervisor at the agency. The Shelter Staff is hired into at-will employment and are subject to annual staff review and probationary training periods overseen by the Program Manager.

3. Acceptance Procedure

A completed application packet is sent to the head of the Human Resources Department who conducts a thorough background check. Every potential applicant is screened for active warrants, violent felony convictions, sexual offenses which require registration, and legal ability to work. Any staff who are in direct contact with clients are also 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 signs a formal job offer form and is provided a job description informational sheet for their records. They also attend a general program orientation led by the Human Resources Department. This orientation covers 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 and all new hires are expected to adhere to these practices when interacting with clients. Program Managers complete a more lengthy program- specific orientation process.

4. Staffing Policies for Safe Humane Environment

The Buena Park Navigation Center is staffed to provide the safest, most dignified environment for all clients. The Navigation Center will be considered a non-bullying environment.

All staff are easily identifiable and are required to wear Shelter Operator- Approved shirts or vests. Staff will be scheduled to optimize safety of staff, volunteers and clients and to provide optimal coverage during hours of high volume.

The **Regional Director of Emergency Services** is responsible for the performance of all Buena Park Navigation Center Activities. Their primary responsibilities include program management, development, and community relations, which includes supervising the Program Manager of Buena Park Navigation Center.

All Shelter operations and staff are supervised by the full time **Program Manager**. The Manager is a full time, salaried position with at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations. The Program Manager is responsible for coordinating all program services for Buena Park Navigation Center. Primary responsibilities include supervising support staff. This position reports directly to the **Regional Director of Emergency Services**.

The **Site Leaders** are responsible for overseeing daily services and activities in Buena Park Navigation Center and provides support for the Multi-Service Center services. They oversee all shelter activities including logistics and client intake, oversee distribution of services, and assist in coordination of volunteers and supportive services. They provide support to staff during designated shifts and assign tasks, oversee administrative duties that support program services. The Site Leaders report directly to the Buena Park Navigation Center Program Manager, reporting any staff or shelter issues as needed.

The **Logistics Coordinators** are responsible for providing supportive services and logistical support to Buena Park Navigation Center during designated shifts. This position requires a flexible work schedule including weekend, morning, evening, and holiday shifts to provide optimal coverage during Shelter hours. This position reports directly to the Buena Park Navigation Center Program Manager, and by proxy, the Site Leaders. This position assists with shelter setup and maintenance, cleanliness and safety of facility, assisting and receiving orders from vendors, laundry, and more as needed.

The **Housing Navigator** position requires at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have working knowledge of mental health and addiction issues. The Housing Navigator provides housing navigation assistance to Shelter clients and conducts an individual assessment of needs, followed by provision of targeted services focused on returning individuals to permanent housing as quickly as possible. The Housing Navigators conduct the VI- SPDAT assessment, determine eligibility, enter assessments into Central Intake System for prioritization and linkage to housing provider, help clients obtain necessary documents, and provide individuals with employment guidance and community resources. When clients are referred to other programs, the Housing Navigator can provide a warm hand-off to the service provider. The Housing Navigator is also responsible for accepting new referrals, completing the Diversion Questionnaire and new client intakes, and prepping all data to be ready for handoff to the Data Entry Specialist.

The **Data Entry Specialist** manages the HMIS and data for reporting requirements. They are responsible for ensuring that HMIS and Coordinated Entry data is complete.

The **Overnight Coordinator** is a full-time position that covers overnight logistics shifts at Buena Park Navigation Center. They resolve conflicts and file incident reports as necessary, report violations and general events in the daily log. This position is largely Logistics based, and a significant amount of cleaning is involved. They also oversee 3rd shift Security crew and conduct safety checks. The Overnight Coordinator provides general support for clients, ensuring their safety during the night.

Volunteers assist with daily ongoing operations of the shelter, and can be utilized every day of the week. Volunteers help the Shelter Staff with setting up and serving meals, clean-up, laundry, daytime activities, as well as minor administrative duties and distribution of donations. There are also opportunities for Volunteers to do special work projects on-site or to hold special events.

All volunteers are assigned to duties that are appropriate for their age and activity level. It is important that volunteers be reliable, and all staff treat them as a vital component of shelter operations.

All the positions requirements and descriptions will be available in the Shelter Operator's Human Resources Department and will be also made readily available to all staff. Please see attached job descriptions.

B. Policies for Staff Training

Buena Park Navigation Center Program staff are trained in emergency evacuation, first aid procedures, mandated reporting policies, crisis intervention, and CPR procedures. These trainings are repeated and updated annually and as needed. Staff also receives 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 also trains in Strengths-Based Approaches and positive communication skills. Each staff member is required to attend annual training to update and improve their knowledge. Documentation of training is kept by the Program Manager and is provided to the Head of Human Resources for filing, when appropriate.

Security staff undergoes 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

Program staff are trained in fire, earthquake, and chemical spill evacuation procedures when hired and annually. Evacuation drills with all staff and clients are held and recorded quarterly. Evacuation protocols are recorded in the Program Manager office for reference.

Evacuation routes are posted throughout the facility. Staff is trained in first aid and CPR procedures annually. 911 reporting is taught in orientation and reviewed annually. CPR certificates will be kept in staff files. Universal precautions will be followed.

2. Safety Conduct – Prevention of Abuse, Crisis Intervention, Conflict Resolution

The Shelter Operator staff is trained in identifying and the prevention of child abuse, vulnerable adult abuse, and sexual harassment titled. Each staff will complete this training program annually.

All Program staff complete a course in conflict resolution and crisis intervention upon hire and annually. Records of completed trainings are kept in Human Resource files.

3. Appropriate Behavior for Dignity and Respect

Operations, Program, Administrative and Management staff are trained in a Strengths-Based, Trauma- Informed model of client care. They are 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 is expected to put these models to use in every interaction they have with clients and potential clients. Staff members are offered training regularly and expected to participate actively. Notice of completion is recorded in staff files, and each staff member has access to this information in a readily- available staff handbook.

4. Communication

Shelter staff undergoes training in communication skills – such as handling phone calls, confidentiality policies, crisis management and de-escalation of conflict. These communication skills are reinforced through practice and reviewed at regular staff meetings and reviews. Specialty courses covering topics such as communication skills with mentally ill persons, receptionist skills, communication with difficult people, and conflict resolution are completed where needed.

5. Resources and Referrals

Operations, Program, and Housing Navigator Staff are oriented to resources, homeless services, and organizations for collaboration and referral. They are also trained staff who can connect clients to the Coordinated Entry System, as a system designated Entry Point. Resource lists are updated monthly and kept on-site.

Protocols for offering and accepting referrals from other agencies are in place, reviewed by staff, updated, and kept in a manual.

6. Mental Health and Addiction Skills

All Program staff attends mental health training events which include naming of symptoms, co-occurring diseases, de-escalation techniques, and safety protocols. This training is done at time of hire and revisited annually. Special speakers may present workshops on various aspects of mental health diagnoses, symptoms, and care when available. Staff is trained in symptoms of drug abuse, and referrals for treatment. Recovery programs are encouraged and off-site referrals are made as appropriate. Though sobriety is not a requirement to stay in the shelter or participate in services, clients are expected to be able to practice self-care, follow all rules and expectations, and behave appropriately and respectfully toward staff, volunteer, and other clients. Drug misuse at the shelter is prohibited and can result in immediate exit from the program.

7. Self – Care

Regular staff meetings are held for all staff. Part of the purpose of these meetings is 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 is trained in effective communication with coworkers and in proper techniques to address coworker harassment and stressors and are aware of the importance in practicing self-care. Staff has been informed of the existing open-door policies with supervisors and the Human Resources department.

8. Annual Staff Evaluation and Training Plan

All staff are evaluated by their direct supervisor at 90 days from their hire date and at semi-annual intervals. The evaluation form is stored in the employee file held at the Human Resource office.

9. Documentation of Staff Training

Attendance of and participation in staff training is recorded in each staff file by the Program Manager. Trainings required by all staff members are also recorded in the Human Resources file to ensure each member's knowledge and information is kept up-to-date.

C. Volunteer Policies

1. Selection, Screening, and Background Checks

The Shelter Operator actively recruits through a variety of sources, including schools, church groups, and community programs. Volunteer Recruitment events are held regularly in order to increase the number of volunteers that serve at Buena Park Navigation Center.

Individuals as well as groups are invited to volunteer at the shelter. Children aged 13 and older will be able to volunteer, however they must be accompanied by an adult or legal guardian and that person must be registered to volunteer on the day they appear.

All potential volunteers are screened for sex offenses and criminal background checks before being confirmed for volunteer duty.

2. Orientation and Training

The Shelter Operator includes a Volunteer Coordinator in its staffing plan to support volunteer coordination efforts at the shelter. The Volunteer Coordinator will handle on-site task training of the volunteers.

Before beginning service, volunteers are provided an Application and Agreement that includes information about volunteer duties, appropriate conduct with clients, staff, and other volunteers. Each volunteer is required to sign this Agreement before they are assigned any duty at the shelter.

Volunteers who do not agree with the requirements or refuse to sign will not be assigned a duty and are not able to volunteer at the shelter.

Volunteers sign up for an open position, time and date using online volunteer scheduling software. Volunteer Development staff from within the Shelter Operator calls and confirms the volunteer's date and time and to provide them with the location of the shelter and any necessary important information.

Volunteers are trained on-site at tasks by the Kitchen and Donations Coordinator on duty. Any tasks that require a trained staff member are supervised by that staff member to ensure accuracy and cleanliness.

Volunteers are given opportunities to attend community forums and events to receive more training about community resources and network with other community agencies.

Volunteers are expected to adhere to a strict code of ethics and standards. Any found in violation of this code will be removed from the facility and may be limited in future volunteer opportunities.

3. Volunteer Code of Ethics

a. Each volunteer must maintain a firm commitment to professional conduct

   Volunteers of Buena Park Navigation Center are expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers are not allowed to engage in verbal abuse, inappropriate jokes and stories, or any type of inappropriate interaction with staff or clients.

b. Limiting Relationships with Clients

   Volunteers are prohibited from developing dual relationships with any clients they meet through their involvement at Buena Park Navigation Center. Examples of dual relationships include (but are not limited to) a volunteer entering into a business, romantic, or sexual relationship with a client.

   Soliciting clients for their business is also strictly prohibited.

   Volunteers are not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

c. Food and Other Substances

   Volunteers are not allowed to consume any food items or drinks supplied by Buena Park Navigation Center while volunteering, unless a special event involves food specifically for clients AND staff. Food and drink will be purchased solely for the consumption of the homeless clients. Volunteers must also commit to not consuming alcohol or 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 will be turned away.

d. Discrimination

   Volunteers are prohibited from discriminating against any client for any reasons. They may 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 are prohibited from loaning or giving money to clients, are not allowed to meet with clients outside of Buena Park Navigation Center without explicit permission from program staff, and are not allowed to drive clients in their vehicles.

f. Commitment

Buena Park Navigation Center is reliant upon the work of volunteers. This commitment is expected to be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering.

4. Identifiable Lines of Authority

Volunteers are informed of identifiable lines of authority in their Application Packet. Volunteers may defer to the serving area and Donations Coordinator on duty to give resources, referrals, and handle situations beyond their responsibility and volunteer agreement.

Volunteers also have access to the Program Manager or lead staff member on site, for questions and any grievances.

All volunteers will be provided with a name tag identifying them as such.

5. Descriptions of Volunteer Tasks

Volunteers are needed 7 days a week to help in the mornings, mid-day hours and evenings.

The staff at Buena Park Navigation Center will ensure all volunteers are provided with a task and description of any duties they might perform. Tasks and duties include, but are not limited to:

- Assisting the Intake Specialist in registering and signing in clients at time of entry
- Setting up cleaning tables for breakfasts and dinners
- Distributing donations and hygiene items
- Helping direct lines to donations and food
- Serving meals, setting up snacks and drinks for clients
- Organizing special projects and activities for the guests of Buena Park Navigation Center

SECTION IV. ATTACHMENTS

A. JOB DESCRIPTIONS

B. SHELTER CLIENT RULES

C. VOLUNTEER POLICIES

ATTACHMENT "A": JOB DESCRIPTIONS

Regional Director of Emergency Services
Job Description

Introduction: The **Regional Director of Emergency Services** is responsible for the performance of all Year- Round Emergency Shelter Program, Services and Outreach Activities in Orange County and Bellflower. Primary responsibilities include program management, program development, and community relations. This includes supervising the Buena Park Navigation Center Manager. This position requires a flexible schedule especially during the winter months (weekend, morning, evening and holiday shifts). This position may at times require transportation of supplies to shelter locations. The **Regional Director of Emergency Services** reports directly to the Director of Emergency Services.

Qualifications: Associate's Degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have a working knowledge of mental health and addiction issues. Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others. Valid CA driver's license, proof of insurance and reliable vehicle is required.

Program Management and Development

Goal: Oversee the development and implementation of all program services for our Year-Round Emergency Shelter Program to ensure quality delivery of services.
• Maintain performance of existing shelter services
• Oversee the scheduling and coordination of all Shelter Sites
• Ensure strong communication between Staff and Partner agencies
• Oversee coordination of shelter activities and distribution of services
• Provide monthly reports to the Operations Director
• Develop new partnerships with other agencies in order to enhance our current services
• Oversee implementation of new services
• Implement new services/year-round, permanent facility
• Manage Budget
•Oversee Purchases, Vendor Bids and MOU's

Staff Management

Goal: Manage Identified Staff facilitating optimal performance.

• Manage and supervise Shelter Program Managers
• Assist in various aspects of staff's duties
• Provide support and guidance when necessary
• Provide support for crisis/conflict intervention
• Coordinate trainings and orientations when needed
• Conduct Meetings monthly
• Meet with identified staff individually when necessary
• Review and evaluate performances
• Conduct midyear and annual review

Outreach Services

Goal: Provide leadership in critical support in the development and implementation of Outreach Services

• Brainstorm, research and assist in the development our outreach strategy
• Oversee implementation of outreach services
• Assist with Front Door Calls when necessary

Community Relations

Goal: Positively advance agencies reputation in the broader community.

- *Maintain active involvement with neighbors and program partners*
- *Maintain active involvement with community service organizations*

Miscellaneous

- Provide creative input to the Executive and Operations Directors
- Participate in networking functions
- Attend appropriate training workshop as needed
- Attend appropriate house and staff meetings
- Complete ad hoc projects as appointed by Supervisor

Program Manager – Buena Park Navigation Center
Job Description

Introduction: This Program Manager is responsible for coordinating program services for Buena Park Navigation Center. This position requires dependability, responsibility, organizational skills; and strong written and verbal communication skills. Primary responsibilities include program management, program development, and outreach and community relations and reports to the **Regional Director of Emergency Services**. This position includes supervising support staff and requires a flexible schedule (weekend, morning, evening and holiday shifts). This position may require the transportation of supplies. Fluency in Spanish is a significant value.

Qualifications: Associate's Degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have a working knowledge of mental health and addictions issues. Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others. Valid CA driver's license, proof of insurance and reliable vehicle is required.

Year Round Emergency Shelter Program
Goal: Ensure that the Shelter run smoothly and that we maintain accurate data and strong communication with community partners.
Oversee Client Services
Coordinate calendar and services provided by partner agencies
Support all aspects of operations including direct client services when necessary
Oversee the collection and distribution of donations
Assist with monitoring facility security and maintenance
Ensure enforcement of our good neighbor policies
Assist with securing necessary resources
Oversee collection, input and distribution of intakes / summary sheets / reports
Provide support with community resources and referrals
Develop new partnerships with other agencies in order to enhance our current services
Manage program budget
Facilitate Resident Advisory Council and Partnership Meetings.

Management
Goal: Manage Identified Program Staff, Interns and Volunteers facilitating optimal performance. Manage and supervise support staff in all of their duties
Assist in various aspects of staff's duties
Assist in coordinating and managing on-site volunteers
Assist in coordinating and managing special group events and holiday events Provide crisis/conflict intervention
Coordinate trainings and orientations when needed Conduct 90 day, midyear, and annual reviews.

Community Relations
Goal: Positively advance Agencies reputation in the broader community.
Maintain active involvement with neighbors and program partners
Maintain active involvement with community service organizations

Miscellaneous
Must participate in networking functions and community meetings.
Attend staff meetings and training workshops as needed
Assist with general duties (stocking supplies, copies, fax, phone calls, etc.)
Enhance job performance by applying up-to-date professional knowledge gained by attending seminars and conferences and reviewing professional publications.
Perform ad hoc projects as appointed by Supervisor

Community Relations
Goal: Positively advance Agencies reputation in the broader community.
Maintain active involvement with neighbors and program partners
Maintain active involvement with community service organizations

Miscellaneous

Must participate in networking functions and community meetings.
Attend staff meetings and training workshops as needed
Assist with general duties (stocking supplies, copies, fax, phone calls, etc.)
Enhance job performance by applying up-to-date professional knowledge gained by attending seminars and conferences and reviewing professional publications.
Perform ad hoc projects as appointed by Supervisor

Site Leader – Buena Park Navigation Center

Job Description

Introduction: The Emergency Services Site Leader is responsible for overseeing services and activities at Buena Park Navigation Center. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. Ability to work effectively with a diverse population; plan, organize and prioritize duties; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others This position requires a flexible work schedule including some weekend, morning and evening and holiday shifts. This position reports directly to Buena Park Navigation Center Manager. Fluency in Spanish is a significant value.

Qualifications: Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others. Associate's Degree preferred but not required.

Shelter

Assist in the implementation of all shelter activities to ensure quality delivery of services.
Oversee all shelter activities including logistics and client intakes
Oversee distribution of services and all program services while on duty
Assist in the coordination of volunteers and support services
Oversee the organization of supplies and facilities needs

Management

Goal: Support Identified Program Staff facilitating optimal performance.
Support shelter staff during designated shifts
Assist in various aspects of staff's duties
Assist in coordinating and managing special group events and holiday events
Provide crisis/conflict intervention
Communicate any staff or shelter issues to Program Manager.

Administration

Goal: Oversee administrative duties that support program services.
Coordinate supply and service needs
Assist with securing necessary resources
Assist with record keeping and reporting

Miscellaneous

Attend staff meetings and training workshops as needed
Assist with general duties (stocking supplies, copies, fax, phone calls, etc.)
Enhance job performance by applying up-to-date professional knowledge gained by attending seminars and conferences and reviewing professional publications.
Perform ad hoc projects as appointed by Supervisor

Lead Housing Navigator

Job Description

Job Description Introduction: The Lead Housing Navigator, under the direction of the Emergency Services Program Manager, is responsible for supporting the navigation team. The Navigation team work directly with clients in emergency shelter and are responsible for performing ongoing needs assessment, personal housing plans, support, information, referral and advocacy for individuals. This position requires strong leadership in supporting a team's successful working relationships. This position will influence and recognize positive behavior changes and will identify problems and obstacles and create solutions to help address them.

Qualifications: Associate's Degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have a working knowledge of mental health and addiction issues. Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others. Valid CA driver's license, proof of insurance and reliable vehicle is required. Management experience preferred.

Staff

- Manage day-to-day operations of Housing Navigator teams, objectives and housing plans;
- maintains a limited caseload
- Conducts weekly case conferencing and monthly case file audits to assure participants records are complete and accurate
- Make referrals to supportive services such as job developers, social workers and health care providers as deemed necessary
- May make home and field visits
- Provide supportive advocacy for clients; provides crisis intervention, if needed
- Receive, review, and process financial assistance requests as needed
- Provide training, supervision, and problem-solving guidance for difficult cases

Documentation

- Oversee the consistency of documentation standards as set forth by the program contract and program policies
- Oversee accurate and complete data into HMIS
- Oversee consistency of confidential hard copy case files with all relevant documentation in the appropriate section

Housing Navigator – Buena Park Navigation Center

Job Description

Introduction: The Housing Navigator provides assistance to individuals that are literally homeless. This assistance includes an individualized assessment of needs, followed by provision of targeted services focused on returning individuals to permanent housing as quickly as possible. The Navigator will conduct an assessment, determine eligibility, enter assessment into Central Entry System for prioritization and linkage to housing provider, help client obtain documents required for housing placement, provide individuals with employment guidance and community resources.

Qualifications: Associate's Degree and at least 2 years of direct life experience working with long-term homeless, low income, and diverse populations and have a working knowledge of mental health and addiction issues. Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others. Valid CA driver's license, proof of insurance and reliable vehicle is required.

Year Round Emergency Shelter Program Services

Conduct diversion interviews

Manage intake process

Maintain intake area and ensure daily forms and supplies are stocked and ready for new intakes

Supportive Services

Provide assessment for client within seven days of entering shelter.

Determine eligibility and enter assessment into Central Entry System for prioritization and linkage to housing provider

Assist client with obtaining documents required for housing placement

While client is at the shelter provide employment linkage, benefits establishment, linkage to community providers for substance abuse, primary and mental health care, and all other services needed to assist clients in reaching their stabilization goals

While client is at the shelter provide strengths based case management and service coordination designed to assist clients in obtaining and maintaining stable housing

Conduct crisis and risk assessments in consultation with supervisor and case management team

Provide crisis intervention services focused on enhancing the client's' ability to independently problem solve, utilize effective coping skills, and manage and self -coordinate own care

Provide warm hand off to selected housing provider ensuring a smooth transition from the shelter into housing.

Documentation

Maintain documentation standards as set forth by the program contract and program policies Complete progress notes on every meeting with client

Input accurate and complete data into HMIS and update snapshots to reflect client progress Maintain confidential hard copy case files with all relevant documentation in the appropriate section

Logistics Coordinator – Buena Park Navigation Center

Job Description

Introduction: The Logistics Coordinator is responsible for providing supportive services and logistical support to Buena Park Navigation Center during designated shifts. This position requires a flexible work schedule including some weekend, morning and evening and holiday shifts.

This position reports directly to Buena Park Navigation Center Program Manager. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. Fluency in Spanish is a significant value.

Qualifications: Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others.

Shelter Support

Assist in the implementation of all shelter activities to ensure quality delivery of services. Assist with shelter maintenance
Responsible for cleanliness and safety of facility including emptying trash cans and cleaning all areas of the shelter, including dorms, kitchens and restrooms.
Assist with receiving and verifying orders from vendor's, completing tally sheets Post and update signs and service calendars
Audio Equipment set up and monitoring
Assist in the organization of supplies and facilities needs

Miscellaneous

Assist with client services and program activities if necessary
Complete ad hoc projects as appointed by Supervisor

Overnight Logistics Coordinator – Buena Park Navigation Center

Job Description

Introduction: The Overnight Logistics Coordinator is responsible for providing supportive services and logistical support to Buena Park Navigation Center during overnight shifts. This position requires a flexible work schedule including some weekend, morning and evening and holiday shifts.

This position reports directly to Buena Park Navigation Center Program Manager. Dependability, responsibility, and the ability to communicate effectively and respectfully are mandatory skills. Fluency in Spanish is a significant value. Because of the nature of the shift, this position must be able to operate as site supervisor at times, and be able to communicate effectively after hours with the Program Manager if absolutely necessary.

Qualifications: Possess a high level of tolerance and understanding for individuals who present for services with urgent multiple case management and health needs. Ability to perform crisis intervention as needed; clearly communicate information and instructions verbally and in written form; maintain a positive, professional and safe environment while on duty; and establish and maintain effective working relationships with others.

Shelter Support

Assist in the implementation of all shelter activities to ensure quality delivery of services.
Assist with shelter maintenance
Responsible for cleanliness and safety of facility including emptying trash cans and cleaning all areas of the shelter, including dorms, kitchens and restrooms.
Assist with receiving and verifying orders from vendor's, completing tally sheets
Post and update signs and service calendars
Audio Equipment set up and monitoring
Assist in the organization of supplies and facilities needs

Miscellaneous

Assist with client services and program activities if necessary
Complete ad hoc projects as appointed by Supervisor

ATTACHMENT “B”: SHELTER CLIENT EXPECTATIONS

Buena Park Navigation Center
Shelter Expectations

Welcome to Buena Park Navigation Center. We hope your stay with us allows you to begin your path to ending your homelessness. In order to ensure that all guests are able to comfortably work toward that goal, the following expectations need to be followed while in the vicinity of the shelter, on the provided shuttle vans, and while in the immediate area of our shuttle pick-up and drop-off locations.

1. Demonstrate responsibility for yourself, your actions, and your housing plan. _____

2. Follow all health and safety policies. _____

3. Guests are expected to meet with their Housing Navigators at least once a week at a scheduled time to discuss their housing plans. Their Housing Navigator will ensure each guest is entered into the Coordinated Entry System, as the first line of housing engagement. The goal is to get you connected to housing resources as quickly as possible. This is a low-barrier Temporary Shelter intended for 24-hour increments of stay. The maximum length of stay is 90 consecutive nights unless otherwise determined. Extensions may be granted on a case by case basis. Each guest's progress toward achieving their housing goals will be reviewed at 30-day increments. If a guest chooses not to work toward their housing plan or follow these expectations, he/she may be asked to leave at that time. _____

4. Guests are expected to actively work their housing plan! By signing these expectations, you understand that you are not guaranteed housing by enrolling in this program. Part of your Housing Plan will be to identify tasks that you will need to complete in order to achieve your goal of securing housing. Your Housing Navigator will work alongside you to assist you in connecting with resources and addressing potential barriers.

5. Current guests of the program may use this location as a mailing address. Please note, however, that after a guest exits, it becomes his or her responsibility to fill out a change of address form with the post office. Any mail that is delivered to the site after a guest has left the program will be sent back to the post office as "Return to Sender". Mail will be kept at the front desk, along with important program notices or messages from staff. Upon signing in each day, the guest's name will have a mark next to it signifying that there is unclaimed mail or messages. _____

6. Guests are expected to abstain from behavior that is disruptive and unacceptable to others. Examples include: verbal harassment, physical harassment, excessive profanity, threats and/or violent behavior, nudity or obscene behavior, possessing weapons (or items that may be perceived as weapons) or contraband (examples of items considered contraband can be made available upon request), drug dealing, theft, etc. Serious offenses include but are not limited to: use of racial slurs, sexual harassment, violence, and any other inappropriate physical contact. Serious violations may be result in an immediate exit from the shelter. If you are asked to leave, a shuttle driver will transport you to an approved drop off location. _____

7. If a guest's behavior is extremely disruptive and staff or security asks you to step outside or remove yourself from an area for de-escalation purposes, you are expected to comply with this request. You will be able to rejoin the group when your behavior is no longer a disruption to the other shelter guests. _____

8. Several areas on site are restricted to staff and security only. Guests are not allowed to any areas other than the commons, dorms, and guest restrooms, unless without explicit permission from management team. The only doors guests may use to access the outside areas are the main doors near the security check-in, and the store-front glass doors leading out from the Commons hall. _____

9. Guests are expected to return each night before 9:00 pm, unless allowed special circumstance by management (ex: for work or school). Guests may request late entry by submitting a Request for Consideration to be approved by the Program Manger. Guests are not allowed to miss two consecutive nights or more than 2 nights in any calendar month without clearing the absence with their Housing Navigator. Guests are expected to sign in on a daily basis. Guests may not sign in for others. The program manager may grant excused nights out of the shelter upon request if necessary and appropriate. _____

10. Photo ID's are required of all registered guests. Mercy House will take photos and thumbprints to produce program ID's for guests, and for security reasons, if necessary. By entering this program, you give your consent to this. If you do not have a California State ID the MH Staff will assist you in acquiring an ID with in the first few days after enrollment. A photo ID of some sort is required to receive a bath towel and is also used when waiting in the dinner line. _____

11. To promote a healthy and clean environment, all guests are required to shower the day they enter the program. Guests must also submit any clothing/bedding items for laundry the day they enter the program. Guests are then expected to maintain their hygiene (including changing into clean clothes when possible), laundry once a week and showering at least twice a week. _____

12. Every guest will be assigned a laundry day. Guests will be expected to bag their dirty clothes and bundle their bedding on this day to help streamline laundry services. Laundry should be submitted to staff for cleaning by 9:00 AM on this day. _____

13. Every guest is allowed 1 lockable indoor bin and lock and 1 outdoor rolling bin. Rolling bins are accessible only during the designated and posted times. Trash and recycling may not be brought onto the property. For the protection of guests' items, no liquids for open food can be stored in any bin. Guests may only use the bins assigned to them by staff. _____

14. Guests are expected to straighten their beds when not in use, and are restricted to no more than 2 personal bags on the bed. Water is allowed in the dorms but no open or perishable food or other liquid drinks may be brought to the bed area at any time. 1-2 pairs of shoes may be stored under the bed but no additional personal items may be kept behind, under or in the aisles next to your bed. No barriers of any kind may be raised without explicit permission from management team. _____

15. All prescription medication must be recorded with MH Staff at Intake and stored in your indoor lockable storage in its original labeled container. Clients are encouraged to lock these containers to ensure secure storage of medication. Pills or medication NOT matching the original labeled container may be confiscated. No medicinal marijuana will be allowed indoors at any time. Medical marijuana may only be stored in your outdoor bin with a valid Medicinal Use Card and must be 8 oz. or less. _____

16. Smoking of tobacco is permitted in the smoking area only. No drugs, paraphernalia, alcohol, or marijuana (recreational or medicinal) will be permitted in or around the shelter. Anything containing cannabis or THC (without a prescription) will be considered contraband. _____

17. This shelter incorporates closed-circuit surveillance cameras as part of its security system. These cameras are in almost every area except the restrooms. The footage captured is used only for in-house safety and security purposes and is not shared with the general public. By signing this document, you consent to this. _____

18. Attend resident meetings and contribute to the community. _____

19. All guests are expected to be Good Neighbors of the community in which they are served, and have an obligation to comply with all state and local laws and/ or ordinances and behave in a courteous manner at all

times. Complaints from residents, business owners, or public officials may result in expulsion from Mercy House Programs. _____

20. In order to remain Good Neighbors, all guests are expected to use the provided shuttles for transportation on to and off of the property. We practice a strict no-walk-up policy. Guests are expected to remain on the property at all times unless when leaving for the day. All guests are allotted one exit and one entry per day, including guests who drive their own personal vehicles (unless under approved special circumstances). Violation of this expectation may result in an immediate exit. _____

21. Guest vehicles may be parked on public property and at owner's own risk. All Buena Park Municipal Codes, California Vehicle Codes and County of Orange Codes must be obeyed or are subject to fines and/or towing. A valid license and insurance are required. RV's (Recreational Vehicles) are not permitted on-site. Guests with bicycles must use the bicycle racks on the shuttle buses, and allow Mercy House drivers to secure them on the rack. Guests are only allowed one bike per person, and are not allowed to store spare bike parts unless they fit in the outdoor bin. All bicycles brought on property must be registered and photographed. _____

22. There is a women's section and a men's section for sleeping. Please respect the privacy of others. Only one person will be permitted at a time to use the All-Gender Restroom, regardless of relationship or marital status. _____

23. Guests are expected to respect the rest and sleep of their neighbors. When lights are off, indoor voices should be used to limit distractions and not disturb their rest. Likewise, guests are not allowed to use bright lights or play music/watch video with sound in the dorms after lights out. _____

24. Although we respect everyone's right to privacy, we reserve the right to pat down and search all persons as a precaution against any potential security risks. Items considered contraband may be confiscated and/or destroyed. Guests will always need to be searched any time they access their outside bins, bikes or vehicles. _____

25. Approved pets, service animals and companion animals will only be allowed into the program with explicit permission given by program management team. All pet owners must agree to and follow the guidelines provided in the Animal Expectations, which is a separate document that will be given upon entry of the animal into the shelter. _____

26. Neither Mercy House nor any of its vendors are in any way responsible or liable for lost, stolen, or damaged items that guests bring onto premises. Guests are encouraged to keep valuable items close and guarded, and are asked to turn in found items to the staff at the front desk. We advise that those who choose to use the supplied charging stations to have their electronics clearly marked and/or customized for easy identification. Guests may only charge their electronics at the approved charging stations, and may not remain at the station for any extended amount of time. _____

27. Cash is never to be given to Staff, Volunteers, or Interns at ANY time. _____

28. It is our desire to never deny shelter or services to our guests, however, in the case that behavior becomes a health and safety risk Shelter Management can expel/prevent any guests from staying at the shelter. Any conflicts between guests should be brought to the attention of the staff immediately. Any guests who are asked to exit will have 7 days (one week) to pick up any items left on-site. Guests must call and speak to a site leader to schedule a pickup. _____

29. Any guest that does not follow these expectations is jeopardizing their ability to accomplish their housing plan and may be exited from the shelter. Because everyone can make a mistake, when an expectation is not met,

staff will clarify any misunderstanding of the expectation and discuss ways that each guest can avoid further violations. If the violations continue Mercy House staff and the guest will meet and create an action plan to support the client to get back on track with their housing plan and meeting these expectations. Guests who have five action plans and continue to violate these expectations will be exited from the shelter. _____

As a result of initialing these expectations and signing this form, I understand that expectations, health and safety policies may change as necessary and that I will be informed of these changes and I am required to abide by these amended policies.

I have read the above and agree to follow the Shelter Expectations.

Name (please print): _____

Signature: _____ Date: _____

ATTACHMENT "C": VOLUNTEER POLICIES

Emergency Shelter Volunteer Policies

1. **Each volunteer must maintain a firm commitment to professional conduct.** Volunteers of the Emergency Shelter are expected to maintain the highest level of moral, ethical, and professional conduct while at the site. Volunteers will not engage in verbal abuse, inappropriate jokes and stories, and or any type of inappropriate interaction with Emergency Shelter staff or clients.

2. **Relationships with Clients.** Volunteers are prohibited from developing dual relationships with any clients they meet through their volunteer involvement at the Emergency Shelter. Examples of dual relationships include (but are not limited to) a volunteer entering into a business, romantic, or sexual relationship with a client. Soliciting clients for your business is strictly prohibited. Volunteers are not allowed to be named as having authority to make decisions for a client under any type of power of attorney or other legal procedure.

3. **Food and Other Substances.** Volunteers will not consume any food items or drinks supplied by the Emergency Shelter while volunteering. Food and drinks are purchased solely for the consumption of the homeless clients. Volunteers must also commit to not consuming any type of illicit drugs on the property while volunteering. Volunteers who appear to be under the influence of any substance that impedes their ability to perform their duties safely and efficiently may be turned away.

4. **Discrimination.** Volunteers will not discriminate against any client. They will not judge an individual based on their race, disability, religious preference, sexual orientation, color, age, veteran status, citizenship, ancestry, national origin or gender.

5. **Volunteer Boundaries.** Volunteers are not permitted to loan or give money to clients, should not meet with clients outside of the Emergency Shelter without permission from program staff, and are not allowed to drive clients in their vehicles.

6. **Commitment.** The Emergency Shelter is reliant upon the work of volunteers. This commitment should be taken seriously. If a volunteer misses a shift without removing themselves from the schedule and giving notice, the volunteer may be limited or restricted from volunteering.

City of Buena Park

City Council Regular Meeting Agenda Report

OPERATIONAL AGREEMENT WITH THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) FOR THE 2022-2023 CORRECTIONS PLANNING AND GRANT PROGRAMS FUNDING FOR THE NORTH ORANGE COUNTY PUBLIC SAFETY COLLABORATIVE

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	NEW BUSINESS Item: 5D

Presented By	Prepared By
Frank Nunes, Chief of Police	Frank Nunes, Police Chief

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Approve an Operational Agreement with the Board of State and Community Corrections (BSCC) for the 2022-2023 Corrections Planning and Grant Programs funding for the North Orange County Public Safety Collaborative ("Collaborative"); 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to sign the agreement and any necessary documentation related to the grant; 4) Accept funding from the BSCC in the amount of $239,000 for the FY 2024-25 to offset the cost of the North Orange County Public Safety Collaborative Officer position ($100,000) and use the remaining balance ($139,000) to fund homeless outreach opportunities in the city/region; and, 5) Approve a budget appropriation in an amount not-to-exceed $239,000 for this purpose.

PREVIOUS CITY COUNCIL ACTION

On September 12, 2017, City Council approved the original operational agreement and funding allotment from the BSCC to create the Collaborative officer position and other activities. On November 23, 2021, City Council approved the acceptance of funding to offset the cost of the Collaborative officer position.

DISCUSSION

The City, as part of the North Orange County Public Safety Collaborative ("Collaborative") has been designated to receive $8,000,000 in the 2022-2023 Corrections Planning and Grant Programs from the Board of State and Community Corrections (BSCC) using a regional collaborative effort for the purpose of violence prevention, intervention and suppression activities. Specifically, funding is provided to be used for evidence-based practices in the following areas:

1) Programs to address youth violence prevention and intervention in K-12th schools;
2) Promote and enhance the successful reentry of offenders into the community; and
3) Address homeless outreach and intervention efforts.

A total of 40% of the available funding shall be awarded directly to the law enforcement agencies of the 11 cities participating in the Collaborative for use in one or more of the above mentioned focus areas. Of this 40%, the City of Buena Park will receive $100,000 to offset the cost of a police officer dedicated to the three listed focus areas. Also, the City of Buena Park will have the opportunity to request funds in the amount of $139,000 from a pool of $1,845,000 for a regional approach with its partner cities to address any one of the three focus areas in the region.

The remaining 60% will be distributed among qualifying local Community Based Organizations assisting on the Collaborative's goals.

The funding is from the 2022-2023 state budget cycle. However, the funding period is from July 1, 2023 through June 30, 2026.

City Attorney has reviewed the agreement.

BUDGET IMPACT

No additional appropriations are required. Staff recommends accepting grant funds in the amount of $239,000 and appropriating funds for this purpose.

Attachments

NOC Public Safety Collaborative Year 6 OPERATIONAL AGREEMENT.pdf

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the NORTH ORANGE COUNTY PUBLIC SAFETY COLLABORATIVE (herein, the COLLABORATIVE) consisting of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda, intend to work together toward the mutual goal of providing maximum available assistance to support its regional communities using the COLLABORATIVE effort to reduce violence through prevention, intervention and suppression activities through the use of evidence-based services.

The COLLABORATIVE believes that the formation of the North Orange County Public Safety Coordinating and Advisory Board (herein, the BOARD) and the implementation of the North Orange County Public Safety Collaborative Services (herein, the Services) (together, the "Project"), as described within this application, will further this goal. Each city agency agrees to participate in the Project as outlined below.

North Orange County Public Safety Collaborative Coordinating and Advisory Board

The cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda will closely coordinate regional services and activities through the formation of the Board. The Board members are representatives from the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda. The Chair of the Board is the Chief of Police from the City of Brea, Chief Adam Hawley, who will facilitate the Board's efforts. In addition to the Chair, the adoption of a Vice-Chair will further facilitate and assist the Board Chair. The Vice-Chair of the Board is the Chief of Police from the City of La Habra, Chief Adam Foster. The Board will ensure that the Project is responsive to community needs, prioritize the use of funds, secure key agencies to support the efforts and identify ways to obtain sustainability including the promotion of the and replication of the COLLABORATIVE to other regions throughout California.

The Board's support of the efforts is to ensure that Services are readily available for resource provision through the evidence-based prevention support services such as OST (out of school time) character and leadership development, education and career development, health and life skills, the arts, and sports, fitness and recreation through intervention support services such as homeless street outreach and intervention efforts through appropriate linkages to continuum of care, reentry supportive resources and case management services.

Monthly Board meetings will review fiscal and project reports. To serve the community as a safety net, regional efforts and its coordination to provide the community direct resources through the Services will also be monitored and modified as necessary.

North Orange County Public Safety Collaborative
Members

SECTION 1: Additional Members

Any North Orange County city organized and existing under the laws of the State of California or under a city charter adopted pursuant thereto, authorized by or pursuant to such laws or charter to engage in the purposes described in this Agreement ("Applying Agency"), may become a Member as described below:

1.1 Resolution of Application. The Applying Agency shall file with the Coordinating & Advisory Board a certified copy of a resolution of its governing body whereby the Applying Agency: (a) agrees to the provisions of this Agreement; and (b) requests to become a Member.

1.2 Approval and Conditions of Approval. No such Applying Agency shall become a Member until: (a) its admission is approved at a regular or special meeting of the Coordinating & Advisory Board by a unanimous vote; and (b) execution of this Agreement by the authorized representative of the Applying Agency and acknowledged by the Board Chair and Executive Director of the COLLABORATIVE.

1.3 Admission. Upon completion of the foregoing, the Applying Agency shall become a Member for all purposes under this Agreement and the COLLABORATIVE shall circulate to all Members an updated copy of this Agreement with the signature page of the new Member.

SECTION 2: Suspension and Exclusion of Member

Any Member that has breached this Agreement in any way, may have its rights under this Agreement suspended and be excluded from participating in the COLLABORATIVE (including, but not limited to, representation on the Coordinating & Advisory Board) following: (a) at least thirty (30) days' prior written notice from the COLLABORATIVE to the defaulting Member or of its breach; and (b) if the defaulting Member fails to cure the breach within such time, a majority vote of the Coordinating & Advisory Board at a special or regular meeting of the Board, which shall take effect immediately. Any suspended and excluded Member shall continue to be liable for its obligations under any separate agreement with the COLLABORATIVE and for any funds to the Member approved by the Coordinating & Advisory Board prior to such Member's suspension and exclusion. Any suspended and excluded Member may be reinstated by the Coordinating & Advisory Board following cure of the breach and, if applicable, its share of any additional payments or advances approved by the Coordinating & Advisory Board during the Member's suspension and exclusion period. A suspended and excluded Member may withdraw from THE COLLABORATIVE pursuant to the provisions of this agreement.

SECTION 3: Termination; Withdrawal; Amendment.

3.1 Termination. This Agreement may be terminated by the mutual written consent of all Members. If at any time there are only two (2) Parties to this Agreement and one (1) Party intends to withdraw, the other Party's written consent to terminate this Agreement shall not be unreasonably conditioned or delayed. This Agreement and the COLLABORATIVE shall

continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the COLLABORATIVE.

3.2 Withdrawal. Notwithstanding any other provision of this Agreement, any Member may withdraw from the COLLABORATIVE by adopting a resolution of the Member's advisory body and providing the COLLABORATIVE with written notice of its intent to withdraw at least six (6) months prior to the end a Fiscal Year. Such notice shall not become effective until the last day of Fiscal Year in which notice was given. A withdrawal from the COLLABORATIVE constitutes a withdrawal of that Member's representatives from the Coordinating & Advisory Board. If at any time there are only two (2) Parties to this Agreement, any desired withdrawal shall be subject to the termination provisions of this Agreement.

3.3 Effect of Withdrawal. The withdrawal of a Member shall not terminate its responsibility to contribute its share of any obligation incurred by the COLLABORATIVE or to perform any other obligation arising from a separate agreement or other legally binding obligation, including, but not limited to, amounts determined by the Board for: (a) liabilities and claims accrued during the time the agency was a Member (including any future obligations arising from retirement benefits for past and existing employees of the COLLABORATIVE, if any); (b) contributions, payments or advances for budgeted expenses for the Fiscal Year in which notice of intent to withdraw is given; and (c) other obligations payable from contributions, payments, or advances incurred, which obligation matures after the effective date of withdrawal provided to the Member by the COLLABORATIVE.

Prior to the effective date of withdrawal, the withdrawing Member shall have paid, or made arrangements satisfactory to the Board to pay, its share of such obligations. Except as the withdrawing Member may agree in writing with the Board, the withdrawing Member shall automatically relinquish all rights as a Member under this Agreement on the effective date of the withdrawal. Such relinquishment shall include, but not be limited to, any right of the withdrawing Member to the assets of the COLLABORATIVE. The withdrawal of a Member shall not affect any obligations under any separate agreement between the withdrawing Member and the COLLABORATIVE.

3.4 Disbursement Upon Termination. Upon termination of this Agreement and after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, all remaining assets of the COLLABORATIVE shall be disbursed among Members, including any Members which previously withdrew from the COLLABORATIVE. All assets shall be divided among the Members and former Members in accordance with and proportionate to their cash contributions (including payments for services received and property at market value when this Agreement and the COLLABORATIVE shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the COLLABORATIVE.

SECTION 4: Default; Enforcement

If default shall be made by any Member in any undertaking contained in this Agreement, such default shall not excuse such Member or any other Member from fulfilling its obligations under this Agreement and each Member shall continue to be liable for the payments and

advances hereof and the performance of all conditions herein contained. Each Member hereby declares that this agreement is entered into for the benefit of the COLLABORATIVE created hereby and each Member hereby grants to the COLLABORATIVE the right to enforce by whatever lawful means the COLLABORATIVE deems appropriate all of the obligations of each of the Members hereunder. Each and all of the remedies given to the COLLABORATIVE hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the COLLABORATIVE to any or all other remedies.

North Orange County Public Safety Collaborative
Programmatic Responsibilities and Fiscal Executive Director

The North Orange County Public Safety Collaborative Services Programmatic and Fiscal Executive Director is Soo Elisabeth Kang (herein, the Executive Director) who will directly report to the Board as to coordinating the administrative framework and wraparound effort to meet its goals and objectives of the Services in the region.

Management structure and decision-making processes and how it will support the objectives and goals: Under the leadership of the Coordinating and Advisory Board, the Executive Director evaluates emerging trends, early, middle and late evaluation and outcomes of rendered services, sets given policy direction, monitors the progress of the community-based organization (CBO) partners, facilitates interagency/collaboration and troubleshooting while implementing the Board's direction.

The Executive Director shall file reports to the Board of State and Community Corrections fiscally and programmatically as required by the Board of State and Community Corrections. Fiscal responsibilities include 1) Preparation which includes all Project-related receipts for each reimbursable item with sufficient supporting documentation with labels on all documents for expenses eligible for reimbursement; 2) Invoice Line Item Clarification which includes line items from the budget match worksheets, invoices, itemized receipts to substantiate charges for each line item; and 3) Assembly and submission of supporting documentation packet signed by the Board's authorized designated officer on the required face page.

Programmatic responsibilities include 1) compiling and submitting Progress Reports due in the timeline requested to capture the implementation measures of the Services for the timeframe of the report; 2) Local Evaluation Plan to collect and evaluate data to measure performance and outcomes of the Services' activities with any preliminary findings or evidence of Project impact; 3) Final Outcome Evaluation Report to provide final findings of the measured performance and outcomes of the Services' activities.

The Executive Director's responsibilities also include monthly intervention meetings with the community-based organizations and stakeholders to discuss strategies, timetables, implementation of services and support to reduce violence through prevention, intervention, and suppression activities.

North Orange County Public Safety Collaborative
Services

The regional collective impact of the COLLABORATIVE includes funded community-based partners.

Funded Services Partners: The funded Services community based organizations partners will provide the following direct resources: Out of school time (OST) violence, prevention and intervention activities and case management services; mentoring services; early violence prevention and intervention activities; homeless and reentry case management services; promotion of positive outcomes for all children and families by leveraging the COLLABORATIVE impact of partners and championing quality family support and strengthening practices; assessment, life skills, coping and counseling services; and programmatic evaluation and outcome reports. Law enforcement agencies within the COLLABORATIVE will provide dedicated officers to meet the needs of the Services in the region working the COLLABORATIVE.

Period

Effective performance period is for: September 1, 2023 through June 30, 2026.

Financial Arrangements

Board of State and Community Corrections under the Corrections Planning and Grant Programs shall award the funds to the COLLABORATIVE for a total of $8,000,000 during the performance period. Funds are available for encumbrance or expenditure until June 30, 2026. The COLLABORATIVE agrees that the City of Brea shall serve as the designated fiscal agent (herein, the Fiscal Agent) on behalf of the COLLABORATIVE with authority to present claims to Board of State and Community Corrections on behalf of each of the funded cities and its community-based organizations for services delivered by each. Disbursement of payment as appropriate will be made by the Fiscal Agent. The Fiscal Agent shall be responsible for facilitating partners meetings, collecting documentation for invoices and outcome measurements from each partner and maintaining complete and accurate records of all financial and outcome measurement data.

Miscellaneous

Each party agrees to mutually defend, indemnify, and hold harmless the other parties, their officials, officers, directors, agents, employees, and volunteers, from all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, actual attorney's fees incurred by each party, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever, including, but not limited to, liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of, or relating to any negligent act, error or omission, or willful misconduct of that party, its officials, officers, directors, agents, employees, and volunteers acting pursuant to its

control and performing under this Operational Agreement. To the extent that more than one party is determined to have been negligent or at fault, the parties agree that each party shall bear its own portion or percentage of liability and to indemnify and hold harmless the other parties for that share.

This Operational Agreement may be executed and delivered in any number of counter parts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile or electronic signatures will be permitted.

The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this Operational Agreement.

Should litigation arise out of this Operational Agreement or the performance thereof, each party shall be responsible for its own costs and expenses, including attorney's fees.

Any party may withdrawal from this Operational Agreement without cause upon thirty (30) days' written notice to the other parties. Upon the effective date of the withdrawal, the withdrawing party shall have no right or claim to any additional sums from the Board of State and Community Corrections under the Corrections Planning and Grant Programs, as contemplated by this Operational Agreement.

Authorized Representatives for the COLLABORATIVE

We, the undersigned, as authorized representatives of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton, and Yorba Linda, do hereby approve this document.

[SIGNATURES HERE]

Jim Vanderpool, City Manager City of Anaheim	Aaron France, City Manager City of Buena Park
William Gallardo, City Manager City of Brea	Peter Grant, City Manager City of Cypress
Eric Levitt, City Manager City of Fullerton	Jim Sadro, City Manager City of La Habra

[SIGNATURES HERE]

Conal McNamara, City Manager
City of La Palma

Tom Kisela, City Manager
City of Orange

Damien Arrula, City Manager
City of Placentia

Hannah Shin-Heydorn, City Manager
City of Stanton

Mark Pulone, City Manager
City of Yorba Linda

APPROVED AS TO FORM:

Terence Boga, City Attorney
City of Brea

ATTEST:

Lillian Harris-Neal, City Clerk
City of Brea

Buena Park
APPROVED AS TO FORM:

Christopher Cardinale, City Attorney
City of Buena Park

Buena Park
ATTEST:

Adria Jimenez, MMC, City Clerk
City of Buena Park

City of Buena Park

City Council Regular Meeting Agenda Report

REORGANIZATION PLAN FOR THE COMMUNITY SERVICES DEPARTMENT HOMELESS SERVICES DIVISION AND RESOLUTION AMENDING THE BUENA PARK MANAGEMENT UNIT COMPENSATION PLAN ESTABLISHING THE NEW HOMELESS OUTREACH SUPERVISOR CLASSIFICATION SPECIFICATION AND PAY RANGE

To authorize the Human Resources Department to reorganize the City's Homeless Services Division to better fit the needs of the program. This new position will cost $168,000 in total compensation. $139,000 from the BSCC Grant is expected to fund most of this position for one year. The balance of $29,000 is expected to come from the City's General Fund Undesignated Reserve Fund balance.

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	NEW BUSINESS Item: 5E

Presented By	Prepared By
Rebecca Valdez, Human Resources Manager	Eddie Fenton, Assistant City Manager/Director of Human Resources

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a Resolution amending the Buena Park Management Unit Compensation Plan establishing the Homeless Outreach Supervisor classification and salary range; 2) Approve the new job classification specification of Homeless Outreach Supervisor; and, 3) Appropriate $139,000 of funding from the Board of State and Community Corrections (BSCC) Grant Fund and $29,000 from the undesignated General Fund balance for this purpose.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The Buena Park Homeless Outreach Program began in July 2021, with one part-time Community Outreach Coordinator and two part-time Homeless Outreach Case Managers. In July 2022, the City Council directed staff to increase staffing levels to one full-time Homeless Outreach Coordinator and four part-time Homeless Outreach Case Managers. These positions were funded to provide resources to those experiencing homelessness.

The City, as part of the North Orange County Public Safety Collaborative, has been designated to receive $8,000,000 in California 2022-2023 Corrections Planning and Grant Program funds from the Board of State and Community Corrections (BSCC). These funds will be used toward a regional collaborative effort for the purpose of violence prevention, intervention, and suppression activities. Specifically, the funds will aid evidence-based practices in the following areas:

1. Programs to address youth violence prevention and intervention in K-12th schools;
2. Promote and enhance the successful re-entry of offenders into the community; and
3. Address homeless outreach and intervention efforts.

On June 25, 2024, the City Council accepted funding from the BSCC in the amount of $239,000 for the FY 2024-25 to offset the cost of the North Orange County Public Safety Collaborative Officer position ($100,000) and the remaining balance ($139,000) was allocated to fund homeless outreach opportunities in the city/region.

Currently, there is one full-time Homeless Outreach Coordinator and four part-time Homeless Outreach Case Managers. The Homeless Outreach Team is focused on connecting homeless individuals residing in the City with supportive services to move from the streets into permanent housing as well as providing services throughout the region that will address unhoused individuals' immediate needs. Daily, the outreach team identifies homeless individuals through outreach, engagement, and assessment. After contact is made and relationships are established, they develop a plan appropriate to the individual. These plans may include family reunification, linkages to benefits, access to food, medical and/or mental health care and support, shelter beds, and temporary or permanent supportive housing.

The full-time Homeless Outreach Coordinator reports directly to the Director of Community Services. Staff reviewed the organizational structure and believes there is a need for a supervisor/manager to oversee the division. The proposed Homeless Outreach Supervisor will be expected to perform a variety of highly-complex functions related to homeless outreach, including the management of the Division's grant funding and homeless services program development. The position will also be responsible for:

- Providing administrative and information support to the Navigation Center Commission.
- Preparing work reports, resolutions, staff reports and make presentations.
- Assist in monitoring contracts, managing programs, resolving problems, and conducting site visits at the Navigation Center to determine compliance with contracts and City policy.
- Providing crisis intervention, information, and/or referrals to homeless individuals and families.

Staff recommends that the monthly salary range for the Homeless Outreach Supervisor be at range 801, which is $7,512 - $9,093 per month.

The adoption of this resolution is necessary since pursuant to Personnel Rules and Regulations of the City of Buena Park, Rule VI, Section 4, new or revised job classification specifications must be submitted to the City Council for approval. In addition, pursuant to Personnel Rules and Regulations of the City of Buena Park, Rule VII, Section 2, proposed compensation plans must be submitted to the City Council for approval.

BUDGET IMPACT

The new position will cost $168,000 in total compensation. To fund this position, staff recommends utilizing $139,000 from the BSCC Grant to fund most of this position for one year. The balance of $29,000 will require a budget appropriation from the undesignated General Fund balance.

Attachments

Reso Homeless Outreach Supervisor Classisfication.pdf

Homeless Outreach Supervisor Class Spec.pdf

Exhibit A - MGMT Salary Schedule 2024.06.22 (Adding Homeless Outreach Supervisor).pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A REORGANIZATION PLAN FOR THE COMMUNITY SERVICES DEPARTMENT, HOMELESS SERVICES DIVISION AMENDING THE BUENA PARK MANAGEMENT UNIT COMPENSATION PLAN TO ADD THE HOMELESS OUTREACH SUPERVISOR JOB CLASSIFICATION SPECIFICATION AND SALARY RANGE.

WHEREAS, it is the desire of the City Council to reorganize the Community Services Department, Homeless Services Division, to account for changes within the organization, and new responsibilities; and

WHEREAS, Rule VI, Section 4, of the City of Buena Park Personnel Rules and Regulations provides that revisions to the classification plan shall be effective upon adoption of resolution by City Council.

WHEREAS, it is the desire of the City Council amend the City's Classification Plan to adopt the Job Classification of the Homeless Outreach Supervisor; and

WHEREAS, it is the desire of the City Council to amend the Compensation Plan of the Buena Park Management Unit to include the new job classification and salary range for the Homeless Outreach Supervisor.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine, and order as follows:

Section 1: The job classification of the Homeless Outreach Supervisor as described in Attachment No. 1 of this resolution is hereby approved;

Section 2: COMPENSATION PLAN AMENDED. Exhibit "A" of the Buena Park Management Unit Salary Schedule of Resolution No. 14764 is hereby deleted in its entirety and a new Exhibit "A" of the Buena Park Management Unit Salary Schedule, Attachment A to this resolution, is hereby approved effective June 22, 2024, which is the beginning of the pay period.

PASSED AND ADOPTED this 25th day of June 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 25th day of June 2024.

_____
City Clerk

Homeless Outreach Supervisor

Department/Division:	Community Services / Homeless Services
Reports To:	Director of Community Services
Provides Direction To:	Homeless Outreach Coordinator, Homeless Outreach Case Managers; other as assigned
FLSA Exemption Status:	Exempt
Date Prepared:	June 17, 2024
Date Adopted by City Council:	June 25, 2024

GENERAL PURPOSE

Under general supervision, plans, organizes, supervises, and manages the City's homeless services in conjunction with local government agencies, law enforcement, community stakeholders, non-profit, and community based organizations; manages and administers the delivery of programs and services to individuals experiencing homelessness in the City of Buena Park; supervises, trains, and schedules the work of assigned staff; provides administrative support and assistance to the Director of Community Services in areas of expertise; manages the division budget and does related work as required.

DISTINGUISHING CHARACTERISTICS

The Homeless Outreach Supervisor has primary responsibility for administering, managing, planning, developing, implementing, coordinating, staffing, and supervising the Homeless Services Division, including overseeing the City's Navigation Center operations and managing the work of the City's Homeless Services staff. This position will serve as a community liaison/City representative to City staff, elected officials, local law enforcement, other government agencies, non-profit, community-based organizations, businesses, and residents to identify and implement solutions to address homeless issues.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

1. Provides administrative and information support to the Navigation Center Commission.

2. Prepares work reports, resolutions, and staff reports and makes presentations.

ESSENTIAL FUNCTIONS (continued)

3. Assists in monitoring contracts, including managing programs, resolving problems, and conducting site visits at the Navigation Center to determine compliance with contract and City policy.

4. Provides crisis intervention, information, and/or referrals to homeless individuals and families.

5. Represents the City at various public forums as required to discuss homelessness and related topics.

6. Manages, plans, and oversees the daily functions and operations of a variety of services for interested and in-need homeless individuals within the City; collaborates with the Police Department and service organizations to connect homeless neighbors to appropriate supportive services, including medical health treatment, counseling, and permanent housing.

7. Leads, oversees, plans, organizes, trains, and evaluates the work of Homeless Outreach Coordinator, Homeless Outreach Case Managers, and non-regular staff who are assigned to Homeless Outreach; assists in recruiting, hiring and conducting new employee and volunteer orientations; plans and coordinates staff assignments, projects, and work schedules.

8. Provides referrals to appropriate governmental agencies and related health, mental health, and/or social services organizations.

9. Oversees and assists homeless citizens in completing forms, applications, and documents for related and available services.

10. Establishes and maintains effective and positive working relationships with clientele to provide paraprofessional counseling and case management services.

11. Develops and maintains relationships with various public and private service agencies, community groups, and the faith-based community to obtain services for clients; stays abreast of new trends, practices in homelessness and human services programs, and related issues in the community.

12. Assesses client needs and characteristics.

13. Identifies short-term and long-term needs, provides resources and referrals based on client needs, and coordinates service delivery plans.

14. Works in partnership with safety personnel in non-enforcement situations involving homeless clients and obtains appropriate care for clients.

ESSENTIAL FUNCTIONS (continued)

15. Works in partnership with safety personnel with non-psychiatric emergencies such as transporting clients to substance abuse treatment.

16. May interface with hospital personnel regarding emergency services and recuperative care for homeless individuals.

17. Prepares and presents written and oral information to program participants, City staff and officials, and community groups regarding program services; prepares agendas, staff reports, and other correspondence.

18. Attends community events and other programs designed to raise the awareness of homelessness and community needs and issues.

19. Serves as City liaison to committees, commissions, program participants, community groups, and City staff and officials.

20. Evaluates programs and staff service delivery; makes program and personnel recommendations.

21. Assists with the preparation of the annual program budget; evaluates expenses and revenue by account and maintains financial records.

22. Maintains records and files pertaining to homeless program services received.

23. Prepares and monitors records and data that can be used for grants and administrative reporting.

24. May perform other duties as assigned.

QUALIFICATIONS GUIDELINES

Knowledge of:

Principles and practices of homelessness, homeless assistance services, and human services programs; principles and techniques of interviewing and paraprofessional counseling; client assessment and case management practices; social services programs and available providers; networking approaches to identify client relevant support services; effective public relations and customer service techniques; modern office practices, methods and computer equipment and applications related to the work; principles of employee training and supervision.

Ability to:

Establish and maintain positive working relationships with supervisors, co-workers, volunteers, diverse groups of participants dealing with homelessness, and the general

public; communicate effectively with persons experiencing homelessness, displaying psychological and substance-induced behaviors such as depression, anger and confusion, and maintain client rapport on an individual basis in person and over the phone; effectively engage in conflict resolution and de-escalation; ability to communicate orally and in writing and sufficiently to secure information from clients, convey information on services available and make effective referrals to services needed; conduct presentations; operate modern office equipment including computer and applicable and specialized software, including homelessness information management systems; document and record information electronically and in written format; maintain reports, logs, files, and databases; prepare clear and concise reports; work independently and use independent judgement and initiative.

Education/Training/Experience:

Bachelor's degree from an accredited four-year college or university with major coursework in psychology, counseling, human services, sociology, social work or a closely related field is required. Five years of paraprofessional experience providing case management, counseling, social services, or outreach, or a related field, which includes at least three (3) years of experience working with people who have experienced homelessness, mental health, and/or substance use issues is required.

Licenses, Certificates; Special Requirements:

Valid Class C California Driver License, acceptable driving record at time of appointment and throughout employment in this position, and evidence of insurability. Employees in this classification will be enrolled in the Department of Motor Vehicles Pull Notice Program.

Ability to work early mornings, nights, and weekends in order to coordinate programs, conduct population counts or perform outreach, attend commission meetings, city functions, and special events.

Ability to travel to and from client sites, service providers, and public events.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

Work is performed indoors in an office environment and outdoors in the field. When work is performed outdoors and in the field, there may be exposure to the elements as well as related health hazards to include blood and other bodily fluids/products and human borne parasites. An incumbent drives a vehicle on City business, sits for extended periods of time, uses a computer, keyboard and related equipment, stands, walks, reaches, bends, twists, kneels, reaches and grasps, and may lift and carry boxes

of records weighing 30 pounds or less. When in the field, an incumbent may walk on slippery/uneven surfaces and slopes, crouch, twist, climb ladders and stairs and be exposed to construction materials and dust. An incumbent must be able to meet the physical requirements of the class and have mobility, balance, coordination, vision, hearing and dexterity levels appropriate to the duties to be performed.

Mental Demands

While performing the duties of this class, the employee is regularly required to use oral and written communication skills; read and interpret data; thoroughly analyze and solve problems; exercise sound judgment in the absence of specific guidelines; use math and mathematical reasoning; establish priorities and work on multiple assignments and cases concurrently; meet intense and changing deadlines given interruptions; interact appropriately with staff, management, health and welfare agencies, non-profit/community based organizations, public and private representatives, the general public including persons experiencing homelessness, housing groups, committees, other public agencies and others in the course of work.

WORK ENVIRONMENT

Employees work partially in office conditions where the noise level is usually quiet, at or below 85 decibels levels, and partially work in the field and are occasionally exposed to loud noise levels, subject to heat and variable weather conditions, road hazards, vibration, and hazardous physical substances and fumes. While conducting outreach, employee will be required to work in areas inhabited by homeless persons, to include working in dirty environments and dealing with a variety of situations and challenging individuals.

EXHIBIT A – MANAGEMENT SALARY SCHEDULE – EFFECTIVE JUNE 22, 2024

		Step 1			Step 2			Step 3			Step 4			Step 5		
Position	Range	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Assistant City Clerk	800	42.30	7,332	87,984	44.35	7,687	92,248	46.54	8,067	96,803	48.79	8,457	101,483	51.18	8,871	106,454
Assistant City Engineer	820	68.60	11,891	142,688	71.97	12,475	149,698	75.51	13,088	157,061	79.23	13,733	164,798	83.14	14,411	172,931
Associate Engineer	810	53.85	9,334	112,008	56.50	9,793	117,520	59.28	10,275	123,302	62.17	10,776	129,314	65.23	11,307	135,678
Building and Safety Manager	812	56.50	9,793	117,520	59.29	10,277	123,323	62.18	10,778	129,334	65.24	11,308	135,699	68.43	11,861	142,334
Code Enforcement Supervisor	806	48.92	8,480	101,754	51.29	8,890	106,683	53.79	9,324	111,883	56.42	9,780	117,354	59.17	10,256	123,074
Community Services Supervisor	801	43.34	7,512	90,147	45.47	7,882	94,578	47.69	8,266	99,195	50.03	8,672	104,062	52.46	9,093	109,117
Community Services Supervisor - Y Rate	808	42.59	7,383	88,590	44.67	7,743	92,917	46.88	8,125	97,506	49.16	8,521	102,248	51.56	8,938	107,252
Economic Development Administrator	820	68.60	11,891	142,688	71.97	12,475	149,698	75.51	13,088	157,061	79.23	13,733	164,798	83.14	14,411	172,931
Facilities and Parks Superintendent	806	48.92	8,480	101,754	51.29	8,890	106,683	53.79	9,324	111,883	56.42	9,780	117,354	59.17	10,256	123,074
Finance Manager	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469
Fleet Maintenance Supervisor	800	42.30	7,332	87,984	44.35	7,687	92,248	46.54	8,067	96,803	48.79	8,457	101,483	51.18	8,871	106,454
Homeless Outreach Supervisor	801	43.34	7,512	90,147	45.47	7,882	94,578	47.69	8,266	99,195	50.03	8,672	104,062	52.46	9,093	109,117
Human Resources Manager	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469
Operations Manager	820	68.60	11,891	142,688	71.97	12,475	149,698	75.51	13,088	157,061	79.23	13,733	164,798	83.14	14,411	172,931
Planning Manager	812	56.50	9,793	117,520	59.29	10,277	123,323	62.18	10,778	129,334	65.24	11,308	135,699	68.43	11,861	142,334
Principal Engineer	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469
Public Works Manager	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469
Purchasing Manager	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469
Sewer Services Superintendent	806	48.92	8,480	101,754	51.29	8,890	106,683	53.79	9,324	111,883	56.42	9,780	117,354	59.17	10,256	123,074
Sr. Human Resources Analyst	810	53.85	9,334	112,008	56.50	9,793	117,520	59.28	10,275	123,302	62.17	10,776	129,314	65.23	11,307	135,678
Sr. Management Analyst	810	53.85	9,334	112,008	56.50	9,793	117,520	59.28	10,275	123,302	62.17	10,776	129,314	65.23	11,307	135,678
Street Maintenance Superintendent	806	48.92	8,480	101,754	51.29	8,890	106,683	53.79	9,324	111,883	56.42	9,780	117,354	59.17	10,256	123,074
Sustainability Manager	818	65.33	11,324	135,886	68.59	11,889	142,667	71.96	12,473	149,677	75.50	13,087	157,040	79.21	13,730	164,757
Visit Buena Park Director	815	60.77	10,534	126,402	63.75	11,050	132,600	66.87	11,591	139,090	70.18	12,165	145,974	73.63	12,763	153,150
Visitor Services and Sales Manager	782	27.04	4,687	56,243	28.38	4,919	59,030	29.79	5,164	61,963	31.30	5,425	65,104	32.85	5,694	68,328
Water Services Manager	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

REORGANIZATION PLAN FOR THE COMMUNITY DEVELOPMENT DEPARTMENT PLANNING DIVISION AND RESOLUTION AMENDING THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION COMPENSATION PLAN ADDING THE PLANNING TECHNICIAN CLASSIFICATION

To adopt a job classification specification and amend the Buena Park Technical, Office, and Professionals Association Classification Plan to reorganize the Community Development Department Planning Division. Funds for this purpose have already been included in the Fiscal Year 2024-25 adopted budget.

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	NEW BUSINESS Item: 5F

Presented By	Prepared By
Rebecca Valdez, Human Resources Manager	Eddie Fenton, Assistant City Manager/Director of Human Resources

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Approve the new job classification specification of Planning Technician; and 2) Adopt a resolution amending the Buena Park Technical, Office, and Professionals Compensation Plan to add the Planning Technician classification and salary range.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

During the budget presentation on June 11, 2024, the City Council approved various policy issues regarding personnel and gave direction to proceed with the process of reorganizing the Community Development Department by creating a new Planning Technician position and job classification specification to reflect the essential job functions. The following policy issue and position was incorporated and approved in the Adopted Budget at the Council Meeting on June 25, 2024.

Currently, there is one part-time Planning Aide position budgeted with the Planning Division. This position is responsible for providing public counter service, respond to public records requests, zoning verification letters, reviewing minor Planning applications (such as Accessory Dwelling Units (ADU)), performing Planning re-stamps, and other related tasks.

The recent high turnover rate in this part-time position presented an opportunity to consider an alternative technical and administrative organizational structure within the Planning Division. It is proposed that a new full-time position titled Planning Technician be established to assume those entry-level planning functions on a full-time basis.

Staff recommends that the monthly salary range for the Planning Technician be at range 121, which is $4,344-$5,498 per month.

The adoption of this resolution is necessary since pursuant to Personnel Rules and Regulations of the City of Buena Park, Rule VI, Section 4, new or revised job classification specifications must be submitted to the City Council for approval. In addition, pursuant to Personnel Rules and Regulations of the City of Buena Park, Rule VII, Section 2, proposed compensation plans must be submitted to the City Council for approval.

BUDGET IMPACT

There is no budget impact associated with this item as the position was already incorporated into the budget and approved at the City Council meeting on June 25, 2024.

Attachments

Reso TOPS Salary Change (Planning Technician).pdf
Planning Technician 2024.06.16.pdf
Exhibit A - TOPS Salary Schedule 2024.06.22 (Adding Planning Tech).pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING THE CITY'S CLASSIFICATION PLAN AND AMENDING THE COMPENSATION PLAN FOR THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION TO ADOPT THE JOB CLASSIFICATION SPECIFICATION AND SALARY RANGE OF THE PLANNING TECHNICIAN

WHEREAS, it is the desire of the City Council to reorganize the Community Development Department, Planning Division to create an efficient organizational structure and increase the ability to recruit quality employees for hard-to-fill positions, and increase opportunities for internal recruitment and succession planning, enabling employees to advance within the Planning Division; and

WHEREAS, it is the desire of the City Council to maintain up-to-date employee job classification specifications; and

WHEREAS, Rule VI of the City of Buena Park Personnel Rules and Regulations provides that revisions to the classification plan shall be effective upon adoption of resolution by City Council.

WHERAS; it is the desire of the City Council to amend the Compensation Plan for the Buena Park Technical, Office, and Professionals Association to adopt the new job classification and salary range for the Planning Technician.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine, and order as follows:

Section 1: JOB CLASSIFICATION PLAN AMENDED. The Job Classification Plan of the City of Buena Park is hereby amended to adopt the job classification of Planning Technician as described in Attachment No. 1 of this resolution is hereby approved.

Section 2: COMPENSATION PLAN AMENDED. Exhibit "A" of the Buena Park Technical, Office, and Professionals Association Salary Schedule of Resolution No. 14803 is hereby deleted in its entirety and a new Exhibit "A" of the Buena Park Technical, Office, and Professionals Association Salary Schedule, Attachment "A" to this resolution, is hereby approved effective June 22, 2024, which is the beginning of the pay period.

PASSED AND ADOPTED this 25th day of June 2024 by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 25th day of June 2024.

_____
City Clerk

Planning Technician

Department/Division:	Community Development/Planning
Reports To:	Senior Planner and Planning Manager
Provides Direction To:	Not applicable
FLSA Exemption Status:	Non-exempt
Date Prepared:	June 17, 2024
Date Adopted by City Council:	June 25, 2024

GENERAL PURPOSE

Under general supervision, performs a variety of technical and administrative office planning work; provides information to the public and explains requirement and regulations; examines routine plans, prepares reports, and does related work as required.

DISTINGUISHING CHARACTERISTICS

The Planning Technician is distinguished from the Assistant Planner in that it is the trainee classification in the professional Planner series which is designed to provide on-the-job training to aspiring municipal planners. Assignments are generally limited in scope and set within procedural frameworks established by higher-level positions. Employees in this classification may be rotated to different assignments in order to gain experience in the various aspects of municipal planning. As experience is gained, the incumbent may perform with increasing independence and work on more advanced projects. In contrast with the Assistant Planner, a Planning Technician works under the close supervision of and in direct support of one or more professional Planners.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Provides technical assistance and information to builders, architects, engineers, contractors and the public with general planning, zoning, land use, permit use, site plan, and design review.

2. Assists the professional planners, Planning Manager, or Community Development Director with basic current planning projects, which includes application and plan review, coordination with project applicants, preparation and posting of legal notices, background research, and preparation of staff reports.

3. Assists with monitoring of project implementation to verify substantial conformance with approved plans, conditions of approval, and mitigation measures.

4. Reviews, tracks, and/or issue permits.

5. Processes application intake and checks applications for accuracy, completion, and compliance with pertinent laws.

6. Performs minor plan checking; assists with property information research.

7. Advises and performs research for the public and staff on zoning and development regulations and other information as requested.

8. Researches files and records for information requested by contractors, developers, realtors, citizens, and staff.

ESSENTIAL FUNCTIONS (continued)

9. Assists with community meetings.

10. Performs review of business license applications.

11. Prepares memos, agenda packets, public notices, reports, letters, and graphics.

12. Performs a variety of general office duties and research.

13. Responsible for maintaining and updating a list of all Planning Division activities and pending permits.

14. Conducts a range of related document control functions such as file, review, organize, index, scan, and electronically archive building and land use permits, and other related documents; files and catalogues maps, photos, and other planning exhibits and documents.

15. Inputs data and maintains the permit tracking system, website, and other information systems in the department; operates standard office equipment including computer and assigned software.

QUALIFICATIONS GUIDELINES

Knowledge of:

General Plan and zoning principles; research and reporting methods; principles and practices of municipal planning; symbols, methods, techniques, and instruments used in planning and map drafting; applicable local, state and federal laws and regulations; effective customer service techniques.

Ability to:

Understand and explain local development standards and requirements; understand and apply local laws; interpret zoning and development codes, development plans, land use proposals, maps, and planning regulations; read and understand technical drawings and specifications; establish and maintain a variety of filing, record keeping, and tracking systems; operate computer equipment and use word processing, spreadsheet, and design software programs; communicate effectively, both orally and in writing; establish and maintain effective working relationships with staff, management, developers, contractors, architects, general public, and other parties.

Education/Training/Experience:

Graduation from high school or G.E.D. equivalent is required. One year of public counter experience is required. Two years of college level coursework majoring in urban planning, public administration, architecture, geography, landscape architecture, or related field is desirable. Previous city planning or zoning experience is highly desirable.

Licenses/Certificates/Special Requirements:

A valid Class C California driver license, acceptable driving record, and evidence of insurance are required.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this class, employees are frequently required to sit, stand and walk; talk or hear, in person and by telephone; use hands repetitively to finger, handle, feel or operate standard office equipment; and reach with hands and arms above and below shoulder level. Employees occasionally lift and move records and documents weighing up to 20 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret situations; learn and apply new information or skills; perform highly detailed work; work on multiple, concurrent tasks; work with frequent interruptions; work under intensive deadlines; and interact with staff, management, vendors, contractors, the public, and others encountered in the course of work.

WORK ENVIRONMENT

Employees typically work in office conditions, and the noise level is usually quiet, at or below 85 decibels levels.

EXHIBIT A – PAY SCHEDULE – EFFECTIVE JUNE 22, 2024
TECHNICAL, OFFICE AND PROFESSIONALS ASSOCIATION

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6		
Position	Grade	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Account Clerk	117	22.82	3,956	47,466	23.91	4,144	49,733	25.03	4,339	52,062	26.25	4,550	54,600	27.52	4,770	57,242	28.83	4,997	59,966
Accountant	136	35.79	6,204	74,443	37.56	6,510	78,125	39.38	6,826	81,910	41.32	7,162	85,946	43.33	7,511	90,126	45.44	7,876	94,515
Accounting Technician	125	27.59	4,782	57,387	28.90	5,009	60,112	30.26	5,245	62,941	31.76	5,505	66,061	33.30	5,772	69,264	34.89	6,048	72,571
Administrative Assistant	123	26.28	4,555	54,662	27.57	4,779	57,346	28.88	5,006	60,070	30.25	5,243	62,920	31.74	5,502	66,019	33.27	5,767	69,202
Assistant Engineer	141	40.41	7,004	84,053	42.37	7,344	88,130	44.44	7,703	92,435	46.59	8,076	96,907	48.86	8,469	101,629	51.23	8,880	106,558
Assistant Planner	134	34.18	5,925	71,094	35.79	6,204	74,443	37.55	6,509	78,104	39.38	6,826	81,910	41.31	7,160	85,925	43.31	7,507	90,085
Associate Planner	141	40.41	7,004	84,053	42.37	7,344	88,130	44.44	7,703	92,435	46.59	8,076	96,907	48.86	8,469	101,629	51.23	8,880	106,558
Building Inspector	136	35.79	6,204	74,443	37.56	6,510	78,125	39.38	6,826	81,910	41.32	7,162	85,946	43.33	7,511	90,126	45.44	7,876	94,515
Building Inspector Technician	133	33.33	5,777	69,326	34.97	6,062	72,738	36.63	6,349	76,190	38.42	6,660	79,914	40.27	6,980	83,762	42.24	7,322	87,859
Buyer	126	28.26	4,898	58,781	29.59	5,129	61,547	31.03	5,379	64,542	32.50	5,633	67,600	34.10	5,911	70,928	35.74	6,195	74,339
Code Enforcement Officer	134	34.18	5,925	71,094	35.79	6,204	74,443	37.55	6,509	78,104	39.38	6,826	81,910	41.31	7,160	85,925	43.31	7,507	90,085
Code Enforcement Technician	121	25.06	4,344	52,125	26.28	4,555	54,662	27.53	4,772	57,262	28.86	5,002	60,029	30.23	5,240	62,878	31.72	5,498	65,978
Community Outreach Coordinator	123	26.28	4,555	54,662	27.57	4,779	57,346	28.88	5,006	60,070	30.25	5,243	62,920	31.74	5,502	66,019	33.27	5,767	69,202
Community Services Coordinator	131	31.79	5,510	66,123	33.34	5,779	69,347	34.98	6,063	72,758	36.63	6,349	76,190	38.42	6,660	79,914	40.27	6,980	83,762
Environmental Inspector	132	32.56	5,644	67,725	34.17	5,923	71,074	35.77	6,200	74,402	37.54	6,507	78,083	39.38	6,826	81,910	41.30	7,159	85,904
Executive Assistant	131	31.79	5,510	66,123	33.34	5,779	69,347	34.98	6,063	72,758	36.63	6,349	76,190	38.42	6,660	79,914	40.27	6,980	83,762
Homeless Outreach Coordinator	131	31.79	5,510	66,123	33.34	5,779	69,347	34.98	6,063	72,758	36.63	6,349	76,190	38.42	6,660	79,914	40.27	6,980	83,762
Housing and CDBG Analyst	141	40.41	7,004	84,053	42.37	7,344	88,130	44.44	7,703	92,435	46.59	8,076	96,907	48.86	8,469	101,629	51.23	8,880	106,558
Human Resources Analyst	141	40.41	7,004	84,053	42.37	7,344	88,130	44.44	7,703	92,435	46.59	8,076	96,907	48.86	8,469	101,629	51.23	8,880	106,558
Human Resources Specialist	132	32.56	5,644	67,725	34.17	5,923	71,074	35.77	6,200	74,402	37.54	6,507	78,083	39.38	6,826	81,910	41.30	7,159	85,904
Mailroom Aide	113	20.79	3,604	43,243	21.76	3,772	45,261	22.81	3,954	47,445	23.90	4,143	49,712	24.99	4,332	51,979	26.25	4,550	54,600
Management Analyst	141	40.41	7,004	84,053	42.37	7,344	88,130	44.44	7,703	92,435	46.59	8,076	96,907	48.86	8,469	101,629	51.23	8,880	106,558
Management Assistant	134	34.18	5,925	71,094	35.79	6,204	74,443	37.55	6,509	78,104	39.38	6,826	81,910	41.31	7,160	85,925	43.31	7,507	90,085
Marketing Assistant	114	21.26	3,685	44,221	22.27	3,860	46,322	23.33	4,044	48,526	24.45	4,238	50,856	25.59	4,436	53,227	26.85	4,654	55,848
Marketing Specialist	130	31.05	5,382	64,584	32.56	5,644	67,725	34.16	5,921	71,053	35.76	6,198	74,381	37.53	6,505	78,062	39.36	6,822	81,869
Office Assistant	114	21.26	3,685	44,221	22.27	3,860	46,322	23.33	4,044	48,526	24.45	4,238	50,856	25.59	4,436	53,227	26.85	4,654	55,848
Payroll Technician	129	30.33	5,257	63,086	31.78	5,509	66,102	33.32	5,776	69,306	34.93	6,055	72,654	36.61	6,346	76,149	38.37	6,651	79,810
Permit Technician	121	25.06	4,344	52,125	26.28	4,555	54,662	27.53	4,772	57,262	28.86	5,002	60,029	30.23	5,240	62,878	31.72	5,498	65,978
Planning Technician	121	25.06	4,344	52,125	26.28	4,555	54,662	27.53	4,772	57,262	28.86	5,002	60,029	30.23	5,240	62,878	31.72	5,498	65,978

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT A – PAY SCHEDULE – EFFECTIVE JUNE 22, 2024
TECHNICAL, OFFICE AND PROFESSIONALS ASSOCIATION

		Step 1			Step 2			Step 3			Step 4			Step 5			Step 6		
Position	Grade	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Public Works Inspector	136	35.80	6,205	74,464	37.56	6,510	78,125	39.38	6,826	81,910	41.32	7,162	85,946	43.33	7,511	90,126	45.44	7,876	94,515
Secretary Clerk	118	23.34	4,046	48,547	24.51	4,248	50,981	25.64	4,444	53,331	26.91	4,664	55,973	28.17	4,883	58,594	29.54	5,120	61,443
Sr. Account Clerk	122	25.67	4,450	53,394	26.92	4,666	55,994	28.19	4,886	58,635	29.55	5,122	61,464	30.96	5,366	64,397	32.47	5,628	67,538
Sr. Accountant	139	38.50	6,673	80,080	40.36	6,996	83,949	42.34	7,339	88,067	40.40	7,003	84,032	46.56	8,070	96,845	48.83	8,464	101,566
Sr. Accounting Technician	129	30.33	5,257	63,086	31.78	5,509	66,102	33.32	5,776	69,306	34.93	6,055	72,654	36.61	6,346	76,149	38.37	6,651	79,810
Sr. Administrative Assistant	126	28.26	4,898	58,781	29.59	5,129	61,547	31.03	5,379	64,542	32.50	5,633	67,600	34.10	5,911	70,928	35.74	6,195	74,339
Sr. Building Inspector/Code Enf.	139	38.50	6,673	80,080	40.36	6,996	83,949	42.34	7,339	88,067	40.40	7,003	84,032	46.56	8,070	96,845	48.83	8,464	101,566
Sr. Building Inspector/Plan Checker	146	45.56	7,897	94,765	47.80	8,285	99,424	50.12	8,688	104,250	52.55	9,109	109,304	55.13	9,556	114,670	57.86	10,029	120,349
Sr. Engineering Technician	138	37.57	6,512	78,146	39.40	6,829	81,952	41.33	7,164	85,966	43.33	7,511	90,126	45.44	7,876	94,515	47.65	8,259	99,112
Sr. Engineering Technician/GIS Specialist	144	43.41	7,524	90,293	45.52	7,890	94,682	47.74	8,275	99,299	50.07	8,679	104,146	52.54	9,107	109,283	55.10	9,551	114,608
Sr. Environmental Inspector	139	38.50	6,673	80,080	40.36	6,996	83,949	42.34	7,339	88,067	40.40	7,003	84,032	46.56	8,070	96,845	48.83	8,464	101,566
Sr. Office Assistant	116	22.29	3,864	46,363	23.33	4,044	48,526	24.47	4,242	50,898	25.60	4,437	53,248	26.86	4,656	55,869	28.12	4,874	58,490
Sr. Planner	146	45.56	7,897	94,765	47.80	8,285	99,424	50.12	8,688	104,250	52.55	9,109	109,304	55.13	9,556	114,670	57.86	10,029	120,349
Sr. Public Works Inspector	139	38.50	6,673	80,080	40.36	6,996	83,949	42.34	7,339	88,067	40.40	7,003	84,032	46.56	8,070	96,845	48.83	8,464	101,566
Storekeeper	125	27.59	4,782	57,387	28.90	5,009	60,112	30.26	5,245	62,941	31.76	5,505	66,061	33.30	5,772	69,264	34.89	6,048	72,571
Water Loss Specialist	139	38.50	6,673	80,080	40.36	6,996	83,949	42.34	7,339	88,067	40.40	7,003	84,032	46.56	8,070	96,845	48.83	8,464	101,566
Water Quality Specialist	139	38.50	6,673	80,080	40.36	6,996	83,949	42.34	7,339	88,067	40.40	7,003	84,032	46.56	8,070	96,845	48.83	8,464	101,566

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

RESOLUTION TO APPROVE A SIDE LETTER AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION (BPTOP)

To approve a Side Letter Agreement with the Buena Park Technical, Office, and Professionals Association.

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	NEW BUSINESS Item: 5G

Presented By	Prepared By
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving a Side Letter Agreement between the City of Buena Park and the Buena Park Technical, Office, and Professionals Association; and, 2) Appropriate approximately $17,800 from the undesignated General Fund balanace for this purpose.

PREVIOUS CITY COUNCIL ACTION

Adopted on June 27, 2023, the City's current labor contract with the Buena Park Technical, Office, and Professionals Association (BPTOP) expires on July 4, 2025. The City and Association opened contracts, collaborated, and developed a Side Letter Agreement regarding current employees' working conditions.

DISCUSSION

The City's closed labor contract with the Buena Park Technical, Office, and Professionals Association (BPTOP) expires July 4, 2025. The City desired to open the contract to discuss the terms and conditions imposed on the Association's membership.

The City recognizes and supports the many working families and desires to protect over 40 eligible children of City employees with a Child Care Reimbursement program to their employees as an employment benefit. Inadequate or lack of decent child care is one of the many reasons that employees miss work or drop out of the workforce every year. A child care reimbursement benefit can reduce the amount of costs parents pay out-of-pocket for child care services by providing monies directly to the employee. The program is open to Association members with eligible children who are under the age of six years old.

In addition, the City recognizes the importance of employee health and wellness. Wellness programs improve productivity, improve morale and attitude, decrease absenteeism, decrease injuries, and reduce the turnover rate of employees. The City Council directed staff to provide Association members access to an ultrasound imaging screening (e.g. body scan) of internal organs and the cardiovascular system by the City's medical examiner each year. The voluntary program will be completely confidential and the individual employee's results of the examination shall be disclosed only to the individual participant.

In an effort to continue positive labor relations and recognizing the value of working with the Association to address the concerns of their membership, the City and Association agreed upon a Side Letter Agreement that, in part, provides for a Child Care Reimbursement program and wellness program.

The document is presented to the City Council for review and approval and reflects the same language as presented to the City Council in properly noticed Closed Sessions on labor negotiations as allowed under the Brown Act. Listed below is a summary of the Side Letter Agreement.

1. **TERM –** The Side Letter Agreement expires on July 4, 2025.

2. **ARTICLE 42 – MEDICAL EXAMINATION**

Each employee is eligible for an ultrasound imaging screening (body scan) of internal organs and the cardiovascular system by the City's medical examiner each year, held typically during the health benefits open enrollment period. The individual employee's results of the examination shall be disclosed only to the individual participant and neither the City, nor the Association, shall have any right to an individual's examination results.

3. **ARTICLE 43 – CHILD CARE REIMBURSEMENT PROGRAM**

Employees who have a qualified dependent between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.

Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate for overtime, benefits, or any other purpose.

The effective date of this change shall be June 22, 2024.

BUDGET IMPACT

The total budget impact for the implementation of the proposed Side Letter Agreement is estimated at $13,000 for the medical exam and $4,800 for the child care reimbursement programs. Staff recommends that the City Council appropriate approximately $17,800 from the undesignated General Fund balance for this purpose. These changes comply with the authorization provided by the City Council.

Attachments

Reso Side Letter for BPTOPS 2024.06 Att1of2 Reso.pdf
SIDE LETTER AGREEMENT TOPs 2024.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING THE SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION EFFECTIVE JUNE 22, 2024

WHEREAS, the City Council has designated the Assistant City Manager/Director of Human Resources as the City of Buena Park's lead negotiator to meet and confer in good faith with the representatives of the Buena Park Technical, Office, and Professionals Association; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) the Assistant City Manager/Director of Human Resources has met and conferred in good faith with the representatives of the Technical, Office, and Professionals Association on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached a tentative agreement and have jointly prepared a written Side Letter Agreement to add new Article language concerning medical exams and the child care reimbursement program which is attached to this resolution and incorporated herein; and

WHEREAS, the City recognizes and supports the many working families and desires to protect over 40 eligible children of City employees with a Child Care Reimbursement program to their employees as an employment benefit.; and

WHEREAS, the City recognizes the importance of employee health and wellness. Wellness programs improve productivity, improve morale and attitude, decrease absenteeism, decrease injuries, and reduce the turnover rate of employees; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the City Employees' Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City;

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine and order as follows:

Section 1: The Side Letter Agreement between the City and the Buena Park Technical, Office, and Professionals Association effective June 22, 2024, and attached hereto is approved.

PASSED AND ADOPTED this 25th day of June 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 25th day of June 2024.

_____
City Clerk

SIDE LETTER AGREEMENT
TO THE 2023- 2025 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BUENA PARK AND THE
BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION

WHEREAS, the City of Buena Park and the Buena Park Technical, Office, and Professionals Association have entered into a Memorandum of Understanding (MOU) for the period June 24, 2023, through July 4, 2025;

WHEREAS, Article 5 (Additional Items) of this MOU incorporates and attaches Resolution 14694;

WHEREAS, the MOU is amended to add new Article language concerning medical exams and the child care reimbursement program;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article 42 – MEDICAL EXAMINATION
Each employee is eligible for an ultrasound imaging screening (body scan) of internal organs and cardiovascular system by the City's medical examiner each year, held typically during the health benefits open enrollment period. The individual employee's results of the examination shall be disclosed only to the individual participant and neither the City nor the Association shall have any right to an individual's examination results.

Article 43 – CHILD CARE REIMBURSEMENT PROGRAM
Employees who have a qualified dependent between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.

Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate for overtime, benefits, or any other purpose.

The effective date of this change shall be June 22, 2024.

All other forms of compensation, hours, and conditions of employment shall remain in full force and effect, and unaffected by this agreement, unless modified in a subsequent written agreement by the parties.

FOR THE CITY OF BUENA PARK

Eddie Fenton
Assistant City Manager/
Director of Human Resources

FOR THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION

Alex Lester
Representative

Rebecca Valdez
Human Resources Manager

Dated: June 25, 2024

Norm Wray
Representative

Ernestine Zapien
Representative

Dated: June 25, 2024

RESOLUTION TO APPROVE A SIDE LETTER AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK CITY EMPLOYEES' ASSOCIATION (BPCEA)

To approve a Side Letter Agreement with the Buena Park City Employees' Association.

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	NEW BUSINESS Item: 5H

Presented By	Prepared By
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving a Side Letter Agreement between the City of Buena Park and the Buena Park City Employees' Association; and 2) Appropriate approximately $12,000 from the undesignated General Fund balance for this purpose.

PREVIOUS CITY COUNCIL ACTION

Adopted on June 27, 2023, the City's current labor contract with the Buena Park City Employees' Association (BPCEA) expires on July 4, 2025. The City and Association opened contracts, collaborated, and developed a Side Letter Agreement regarding current employees' working conditions.

DISCUSSION

The City's closed labor contract with the Buena Park City Employees' Association (BPCEA) expires July 4, 2025. The City desired to open the contract to discuss the terms and conditions imposed on the Association's membership.

The City recognizes and supports the many working families and desires to protect over 40 eligible children of City employees with a Child Care Reimbursement program to their employees as an employment benefit. Inadequate or lack of decent child care is one of the many reasons that employees miss work or drop out of the workforce every year. A child care reimbursement benefit can reduce the amount of costs parents pay out-of-pocket for child care services by providing monies directly to the employee. The program is open to Association members with eligible children who are under the age of six years old.

In addition, the City recognizes the importance of employee health and wellness. Wellness programs improve productivity, improve morale and attitude, decrease absenteeism, decrease injuries, and reduce the turnover rate of employees. City Council has directed staff to bring a program forward that allows Association members access to an ultrasound imaging screening (e.g. body scan) of internal organs and the cardiovascular system by the City's medical examiner each year. The voluntary program will be completely confidential and the individual employee's results of the examination shall be disclosed only to the individual participant.

In an effort to continue positive labor relations, and recognizing the value of working with the Association to address the concerns of their membership, the City and Association agreed upon a Side Letter Agreement that, in part, provides for a Child Care Reimbursement program and wellness program.

This document is presented to the City Council for review and approval and reflects the same language as presented to the City Council in properly noticed Closed Sessions on labor negotiations as allowed under the Brown Act. Listed below is a summary of the Side Letter Agreement.

1. **TERM –** The Side Letter Agreement expires on July 4, 2025.

2. **ARTICLE 47 – MEDICAL EXAMINATION**

Each employee is eligible for an ultrasound imaging screening (body scan) of internal organs and the cardiovascular system by the City's medical examiner each year, typically held during the health benefits open enrollment period. The individual employee's results of the examination shall be disclosed only to the individual participant and neither the City, nor the Association, shall have any right to an individual's examination results.

3. **ARTICLE 48 – CHILD CARE REIMBURSEMENT PROGRAM**

Employees who have a qualified dependent between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.

Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate for overtime, benefits, or any other purpose.

The effective date of this change shall be June 22, 2024.

BUDGET IMPACT

The total budget impact for the implementation of the proposed Side Letter Agreement is estimated at $8,400 for the medical exam and $3,600 for child care reimbursement programs. Staff recommends that the City Council appropriate approximately $12,000 from the undesignated General Fund balance for this purpose. These changes comply with the direction provided by the City Council.

Attachments

Reso Side Letter for BPCEA 2024.06 Att1of2 Reso.pdf
SIDE LETTER AGREEMENT CEA 2024.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING THE SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE BUENA PARK CITY EMPLOYEES' ASSOCIATION EFFECTIVE JUNE 22, 2024

WHEREAS, the City Council has designated the Assistant City Manager/Director of Human Resources as the City of Buena Park's lead negotiator to meet and confer in good faith with the representatives of the Buena Park City Employees' Association; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) the Assistant City Manager/Director of Human Resources has met and conferred in good faith with the representatives of the City Employees' Association on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached a tentative agreement and have jointly prepared a written Side Letter Agreement to add new Article language concerning medical exams and the child care reimbursement program which is attached to this resolution and incorporated herein; and

WHEREAS, The City recognizes and supports the many working families and desires to protect over 40 eligible children of City employees with a Child Care Reimbursement program to their employees as an employment benefit.; and

WHEREAS, the City recognizes the importance of employee health and wellness. Wellness programs improve productivity, improve morale and attitude, decrease absenteeism, decrease injuries, and reduce the turnover rate of employees; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the City Employees' Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City;

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine and order as follows:

Section 1: The Side Letter Agreement between the City and the Buena Park City Employees' Association effective June 22, 2024, and attached hereto is approved.

PASSED AND ADOPTED this 25th day of June 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 25th day of June 2024.

_____
City Clerk

SIDE LETTER AGREEMENT
TO THE 2023- 2025 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BUENA PARK AND THE
BUENA PARK CITY EMPLOYEES' ASSOCIATION

WHEREAS, the City of Buena Park and the Buena Park City Employees' Association have entered into a Memorandum of Understanding (MOU) for the period June 24, 2023, through July 4, 2025;

WHEREAS, Article 5 (Additional Items) of this MOU incorporates and attaches Resolution 14693;

WHEREAS, the MOU is amended to add new Article language concerning medical exams and the child care reimbursement program;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article 47 – MEDICAL EXAMINATION
Each employee is eligible for an ultrasound imaging screening (body scan) of internal organs and cardiovascular system by the City's medical examiner each year, held typically during the health benefits open enrollment period. The individual employee's results of the examination shall be disclosed only to the individual participant and neither the City nor the Association shall have any right to an individual's examination results.

Article 48 – CHILD CARE REIMBURSEMENT PROGRAM
Employees who have a qualified dependent between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.

Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate for overtime, benefits, or any other purpose.

The effective date of this change shall be June 22, 2024.

All other forms of compensation, hours, and conditions of employment shall remain in full force and effect, and unaffected by this agreement, unless modified in a subsequent written agreement by the parties.

FOR THE CITY OF BUENA PARK

Eddie Fenton
Assistant City Manager/
Director of Human Resources

FOR THE BUENA PARK CITY EMPLOYEES' ASSOCIATION

Jose Garcia Ortega
Representative

Rebecca Valdez
Human Resources Manager

Dated: June 25, 2024

Joe Rivera
Representative

Anthony Spear
Representative

John Wear
Representative

Anthony Wells
Representative

Dated: June 25, 2024

RESOLUTION TO APPROVE A SIDE LETTER AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK MANAGEMENT UNIT AND EXECUTIVE EMPLOYEES

To approve a Side Letter Agreement with the Buena Park Management Unit.

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	NEW BUSINESS Item: 5I

Presented By	Prepared By
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving a Side Letter Agreement between the City of Buena Park and the Buena Park Management Unit and Executive Employees; and 2) Appropriate approximately $15,600 from the undesignated General Fund balance intended for this purpose.

PREVIOUS CITY COUNCIL ACTION

Adopted on June 27, 2023, the City's current Compensation Plan with the Buena Park Management Unit expires on July 4, 2025. The City opened contracts, collaborated, and developed a Side Letter Agreement regarding current employees' working conditions.

DISCUSSION

The City's Compensation Plan for the Management Unit expires July 4, 2025. The City and Unit representatives have been meeting to collaborate and develop a Side Letter Agreement to discuss the terms and conditions imposed on the management employees.

The City recognizes and supports the many working families and desires to protect over 40 eligible children of City employees with a Child Care Reimbursement program to their employees as an employment benefit. Inadequate or lack of decent child care is one of the many reasons that employees miss work or drop out of the workforce every year. A child care reimbursement benefit can reduce the amount of costs parents pay out-of-pocket for child care services by providing monies directly to the employee. The program is open to Association members with eligible children who are under the age of six years old.

In an effort to continue positive labor relations and recognizing the value of working with the Association to address the concerns of their employees, the City agreed upon a Side Letter Agreement that, in part, provides for a Child Care Reimbursement program.

The document is presented to the City Council for review and approval and reflects the same language as presented to the City Council in properly noticed Closed Sessions on labor negotiations as allowed under the Brown Act. Listed below is a summary of the Side Letter Agreement.

1. **TERM –** The Side Letter Agreement expires on July 4, 2025.

2. **SECTION 38 – CHILD CARE REIMBURSEMENT PROGRAM**

Employees who have a qualified dependent between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.

Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate for overtime, benefits, or any other purpose.

The effective date of this change shall be June 22, 2024.

BUDGET IMPACT

The total budget impact for the implementation of the proposed Side Letter Agreement is estimated at $15,600. Staff recommends the City Council appropriate approximately $15,600 from the undesignated General Fund balance for this purpose. These changes comply with the authorization provided by the City Council.

Attachments

Reso Side Letter for MGT UNIT 2024.06 Att1of2 Reso.pdf
SIDE LETTER AGREEMENT MGT 2024.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING THE SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE BUENA PARK MANAGEMENT UNIT AND EXECUTIVE EMPLOYEES EFFECTIVE JUNE 22, 2024

WHEREAS, the City Council has designated the Assistant City Manager/Director of Human Resources as the City of Buena Park's lead negotiator to meet and confer in good faith with the representatives of the Buena Park Management Unit and Executive Employees; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) the Assistant City Manager/Director of Human Resources has met and conferred in good faith with the representatives of the Management Unit and Executive Employees on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached a tentative agreement and have jointly prepared a written Side Letter Agreement to add new Article language concerning the child care reimbursement program which is attached to this resolution and incorporated herein; and

WHEREAS, The City recognizes and supports the many working families and desires to protect over 40 eligible children of City employees with a Child Care Reimbursement program to their employees as an employment benefit; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the Management Unit and Executive Employees; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City;

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine and order as follows:

Section 1: The Side Letter Agreement between the City and the Buena Park City Employees' Association effective June 22, 2024, and attached hereto is approved.

PASSED AND ADOPTED this 25th day of June 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 25th day of June 2024.

_____
City Clerk

SIDE LETTER AGREEMENT
TO THE 2023 - 2025 COMPENSATION PLAN
BETWEEN THE CITY OF BUENA PARK AND THE
BUENA PARK MANAGEMENT UNIT AND EXECUTIVE EMPLOYEES

WHEREAS, the City of Buena Park and the Buena Park Management Unit have agreed upon a Compensation Plan for the period June 24, 2023, through July 4, 2025;

WHEREAS, the Compensation Plan is amended to add new Section language concerning the child care reimbursement program;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 38 – CHILD CARE REIMBURSEMENT PROGRAM
Employees who have a qualified dependent between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.

Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate for overtime, benefits, or any other purpose.

The effective date of this change shall be June 22, 2024.

This Side letter Agreement identifies those sections and subsections of the Compensation Plan that the City has agreed to revise. All other terms of the Compensation Plan shall remain in full force and effect, and unaffected by this agreement, and shall not be construed to modify or supersede any other section.

RESOLUTION TO APPROVE A SIDE LETTER AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK POLICE MANAGEMENT ASSOCIATION (BPPMA)

To approve a Side Letter Agreement with the Buena Park Police Management Association.

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	NEW BUSINESS Item: 5J

Presented By	Prepared By
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving a Side Letter Agreement between the City of Buena Park and the Buena Park Police Management Association.

PREVIOUS CITY COUNCIL ACTION

Adopted on June 27, 2023, the City's current labor contract with the Buena Park Police Management Association (BPPMA) expires on July 4, 2025. The City and Association opened contracts, collaborated, and developed a Side Letter Agreement regarding current employees' working conditions.

DISCUSSION

The City's closed labor contract with the Buena Park Police Management Association (BPPMA) expires July 4, 2025. The City desired to open the contract to discuss the terms and conditions imposed on the Association's membership.

The City recognizes and supports the many working families and desires to protect over 40 eligible children of City employees with a Child Care Reimbursement program as an employment benefit. Inadequate or lack of decent child care is one of the many reasons that employees miss work or drop out of the workforce every year. A child care reimbursement benefit can reduce the amount of costs parents pay out-of-pocket for child care services by providing monies directly to the employee. The program is open to Association members with eligible children who are under the age of six years old.

In an effort to continue positive labor relations and recognizing the value of working with the Association to address the concerns of their membership, the City and Association agreed upon a Side Letter Agreement that, in part, provides for a Child Care Reimbursement program.

This document is presented to the City Council for review and approval and reflects the same language as presented to the City Council in properly-noticed Closed Sessions on labor negotiations as allowed under the Brown Act. Listed below is a summary of the Side Letter Agreement.

1. **TERM –** The Side Letter Agreement expires on July 4, 2025.

2. **ARTICLE 41 –** CHILD CARE REIMBURSEMENT PROGRAM

Employees who have a qualified dependent between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.

Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate for overtime, benefits, or any other purpose.

The effective date of this change shall be June 22, 2024.

BUDGET IMPACT

Currently, there is no budget impact. However, there may be a small budget impact in future fiscal years. These changes comply with the authorization provided by the City Council.

Attachments

Reso Side Letter for BPPMA 2024.06 Att1of2 Reso.pdf
SIDE LETTER AGREEMENT PMA 2024.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING THE SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE BUENA PARK POLICE MANAGEMENT ASSOCIATION EFFECTIVE JUNE 22, 2024

WHEREAS, the City Council has designated the Assistant City Manager/Director of Human Resources as the City of Buena Park's lead negotiator to meet and confer in good faith with the representatives of the Buena Park Police Management Association; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) the Assistant City Manager/Director of Human Resources has met and conferred in good faith with the representatives of the Police Management Association on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached a tentative agreement and have jointly prepared a written Side Letter Agreement to add new Article language concerning the child care reimbursement program which is attached to this resolution and incorporated herein; and

WHEREAS, The City recognizes and supports the many working families and desires to protect over 40 eligible children of City employees with a Child Care Reimbursement program to their employees as an employment benefit.; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the Police Management Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City;

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine and order as follows:

Section 1: The Side Letter Agreement between the City and the Buena Park Police Management Association effective June 22, 2024, and attached hereto is approved.

PASSED AND ADOPTED this 25th day of June 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 25th day of June 2024.

_____
City Clerk

SIDE LETTER AGREEMENT
TO THE 2023- 2025 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BUENA PARK AND THE
BUENA PARK POLICE MANAGEMENT ASSOCIATION

WHEREAS, the City of Buena Park and the Buena Park Police Management Association have entered into a Memorandum of Understanding (MOU) for the period June 24, 2023, through July 4, 2025;

WHEREAS, Article 4 (Existing Conditions of Employment) of this MOU incorporates and attaches Resolution 14697;

WHEREAS, the MOU is amended to add new Article language concerning the child care reimbursement program;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article 41 – CHILD CARE REIMBURSEMENT PROGRAM
Employees who have a qualified dependent between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.

Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate for overtime, benefits, or any other purpose.

The effective date of this change shall be June 22, 2024.

All other forms of compensation, hours, and conditions of employment shall remain in full force and effect, and unaffected by this agreement, unless modified in a subsequent written agreement by the parties.

FOR THE CITY OF BUENA PARK

Eddie Fenton
Assistant City Manager

Rebecca Valdez
Human Resources Manager

Dated: June 25, 2024

FOR THE BUENA PARK POLICE MANAGEMENT ASSOCIATION

Ryan Dieringer
Police Lieutenant

Rick Pino
Police Lieutenant

Dated: June 25, 2024

RESOLUTION TO APPROVE A SIDE LETTER AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK POLICE ASSOCIATION (BPPA)

To approve a Side Letter Agreement with the Buena Park Police Association.

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	NEW BUSINESS Item: 5K

Presented By	Prepared By
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving a Side Letter Agreement between the City of Buena Park and the Buena Park Police Association; and, 2) Appropriate approximately $30,000 from the undesignated General Fund balance for this purpose.

PREVIOUS CITY COUNCIL ACTION

Adopted on June 27, 2023, the City's current labor contract with the Buena Park Police Association (BPPA) expires on July 4, 2025. The City and Association opened contracts, collaborated, and developed a Side Letter Agreement regarding current employees' working conditions.

DISCUSSION

The City's closed labor contract with the Buena Park Police Association (BPPA) expires July 4, 2025. The City desired to open the contract to discuss the terms and conditions imposed on the Association's membership.

The City recognizes and supports the many working families and desires to protect over 40 eligible children of City employees with a Child Care Reimbursement program to their employees as an employment benefit. Inadequate or lack of decent child care is one of the many reasons that employees miss work or drop out of the workforce every year. A child care reimbursement benefit can reduce the amount of costs parents pay out-of-pocket for child care services by providing monies directly to the employee. The program is open to Association members with eligible children who are under the age of six years old.

In an effort to continue positive labor relations and recognizing the value of working with the Association to address the concerns of their membership, the City and Association agreed upon a Side Letter Agreement that, in part, provides for a Child Care Reimbursement program.

The document is presented to the City Council for review and approval and reflects the same language as presented to the City Council in properly noticed Closed Sessions on labor negotiations as allowed under the Brown Act. Listed below is a summary of the Side Letter Agreement.

1. **TERM –** The Side Letter Agreement expires on July 4, 2025.

2. **ARTICLE 49 –** CHILD CARE REIMBURSEMENT PROGRAM

Employees who have a qualified dependent between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.

Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate for overtime, benefits, or any other purpose.

The effective date of this change shall be June 22, 2024.

BUDGET IMPACT

The total budget impact for the implementation of the proposed Side Letter Agreement is estimated at $30,000. Staff recommends the City Council appropriate approximately $30,000 from the undesignated General Fund balance for this purpose. These changes comply with the authorization provided by the City Council.

Attachments

Reso Side Letter for BPPA 2024.06 Att1of2 Reso.pdf
SIDE LETTER AGREEMENT PA 2024.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING THE SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE BUENA PARK POLICE ASSOCIATION EFFECTIVE JUNE 22, 2024

WHEREAS, the City Council has designated the Assistant City Manager/Director of Human Resources as the City of Buena Park's lead negotiator to meet and confer in good faith with the representatives of the Buena Park Police Association; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) the Assistant City Manager/Director of Human Resources has met and conferred in good faith with the representatives of the Police Association on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached a tentative agreement and have jointly prepared a written Side Letter Agreement to add new Article language concerning the child care reimbursement program which is attached to this resolution and incorporated herein; and

WHEREAS, The City recognizes and supports the many working families and desires to protect over 40 eligible children of City employees with a Child Care Reimbursement program to their employees as an employment benefit.; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the Police Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City;

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine and order as follows:

Section 1: The Side Letter Agreement between the City and the Buena Park Police Association effective June 22, 2024, and attached hereto is approved.

PASSED AND ADOPTED this 25th day of June 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 25th day of June 2024.

_____
City Clerk

SIDE LETTER AGREEMENT
TO THE 2023- 2025 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BUENA PARK AND THE
BUENA PARK POLICE ASSOCIATION

WHEREAS, the City of Buena Park and the Buena Park Police Association have entered into a Memorandum of Understanding (MOU) for the period June 24, 2023, through July 4, 2025;

WHEREAS, Article 4 (Existing Conditions of Employment) of this MOU incorporates and attaches Resolution 14696;

WHEREAS, the MOU is amended to add new Article language concerning the child care reimbursement program;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article 49 – CHILD CARE REIMBURSEMENT PROGRAM
Employees who have a qualified dependent between the ages of 0 and 5 (under 6) years old shall receive an additional $100 per month, per child, for child care assistance.

Child care reimbursement payments will not be considered compensation reportable to CalPERS or included in the calculation of the regular rate for overtime, benefits, or any other purpose.

The effective date of this change shall be June 22, 2024.

All other forms of compensation, hours, and conditions of employment shall remain in full force and effect, and unaffected by this agreement, unless modified in a subsequent written agreement by the parties.

FOR THE CITY OF BUENA PARK

Eddie Fenton
Assistant City Manager

Rebecca Valdez
Human Resources Manager

Dated: June 25, 2024

FOR THE BUENA PARK POLICE ASSOCIATION

Roger Plumlee
President

Dirk O'Dette
Vice President

Maria Esquetini
Secretary

Dated: June 25, 2024

City of Buena Park

City Council Regular Meeting Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING THE CITY'S TEMPORARY SIGN ORDINANCE

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	STUDY SESSION Item: 9A

Presented By	Prepared By
Adria Jimenez, MMC, Director of Government and Community Relations/City Clerk	Adria Jimenez, City Clerk

Approved By
Aaron France, City Manager

DISCUSSION

On February 13, 2024, the City Council received a presentation from the City Attorney and City Clerk regarding the City's Temporary Sign Ordinance. The city's sign ordinances lives in the City's Municipal Code, Division 9, Chapter 19.904. The ordinance has been discussed several times over the past years as follows:

- In 2019, the City adopted an update to the Ordinance due to a recent U.S. Supreme Court decision that required cities to review their sign relations to ensure content neutrality.
- In April 2021, the City Council discussed compliance by private parties and sign enforcement, and subsequently approved minor amendments in August 2021 to reduce administrative time associated with enforcement against private parties posting "temporary special event signs" in the public right-of-way.
- In February 2023, the City Council discussed imposing additional time, place and manner restrictions due to an overconcentration of temporary special event signs in the public-right-of-way in the City and directed staff to analyze options and return with suggestions for updating the ordinance to address City Council's concerns. The direction received from City Council during that discussion was to have individual discussion with each Council Member regarding locations and/or intersection for sign allowance and return with recommendations.

A summary of the proposal is as follows:

- Temporary signs on private property are not governed by the Temporary Sign Ordinance and would not be impacted by the code amendment; but instead are subject to general land use/zoning standards.
- All temporary signs would continue to be prohibited on public property or public rights-of-way except for: (a) "official signs," such as those posted by or for a governmental purpose (i.e. traffic control signs, public notices, city-sponsored events); and (b) "temporary special event signs" posted by private persons at pre-approved locations in the City.
- The code amendment would identify the locations in the City where temporary special event signs may be posted for reference.
- The Code amendment would not prohibit more than three temporary special event signs from being placed by the same person at any single location at the same time, and requires signs to comply with the objective design, size, and maintenance standards.

- Prohibits "temporary special event signs" from being placed more than 30 days before the occasion or event to which it relates, and requires signs to be removed 10 days after it concludes.
- The code amendment would allow the City to enforce the Temporary Sign Ordinance through a variety of means, including: (1) immediate removal and storage of unlawfully placed signs; (2) escalating fines ($100, $200, $500 per violation with a 12-month period); (3) administrative cost recovery by the City; and, (4) other lawful mechanisms.
- The code amendment would make other clerical and conforming changes to the City's Temporary Sign Ordinance.

The following locations/intersections have been identified as viable locations where temporary special event signs should be allowed. There are approximately five to nine locations within each of the City's districts.

DISTRICT 1

Los Coyotes (Beach Boulevard to Hillcrest)

Beach Boulevard (near Durango)

La Mirada Boulevard/ Between Alondra Boulevard and Beach Boulevard

Malvern Avenue (Meadowbrook to Dale)

Malvern Avenue (Dale to Beach Boulevard)

Dale (Malvern to Lakeknoll)

Dale (Lakeknoll to Artesia)

Artesia Boulevard (Dale to Indiana)

Artesia Boulevard (Dale to Stanton)

Artesia Boulevard (Beach Boulevard to Western Avenue)

Artesia Boulevard (Western to Firestone)

DISTRICT 2

Stanton Avenue/Commonwealth Avenue

Beach Boulevard/Franklin Street

Western Avenue/8th Street

Knott Avenue (Between 9th Street and Melrose)

Whitaker Street from Dale Street to Stanton Avenue

DISTRICT 3

Dale Street/La Palma Avenue

Stanton Avenue/Beach Boulevard

Knott Avenue/Crescent Avenue (frontage road median)

Crescent Avenue/Dale Street

Knott Avenue/91 Freeway

Western Avenue/Crescent Avenue

Western Avenue/Jackson Street

DISTRICT 4

Valley View Avenue/Crescent Avenue

Valley View Avenue/San Remo Way

Lincoln Avenue/Knott Avenue (parkways)

Holder Street/Cerritos Avenue (frontage)

Ball Road (between Holder Street/Valley View)

Crescent Avenue west of Western Frontage Road

Lincoln Avenue/Holder Street

DISTRICT 5

Knott Avenue/Crescent Avenue

Valley View Street (91 freeway extend farther south)

La Palma Avenue to San Leandro Circle

Melrose Avenue/Knott Avenue

Knott Avenue/Houston Street to 91 Freeway)

Western Avenue near 9th Street

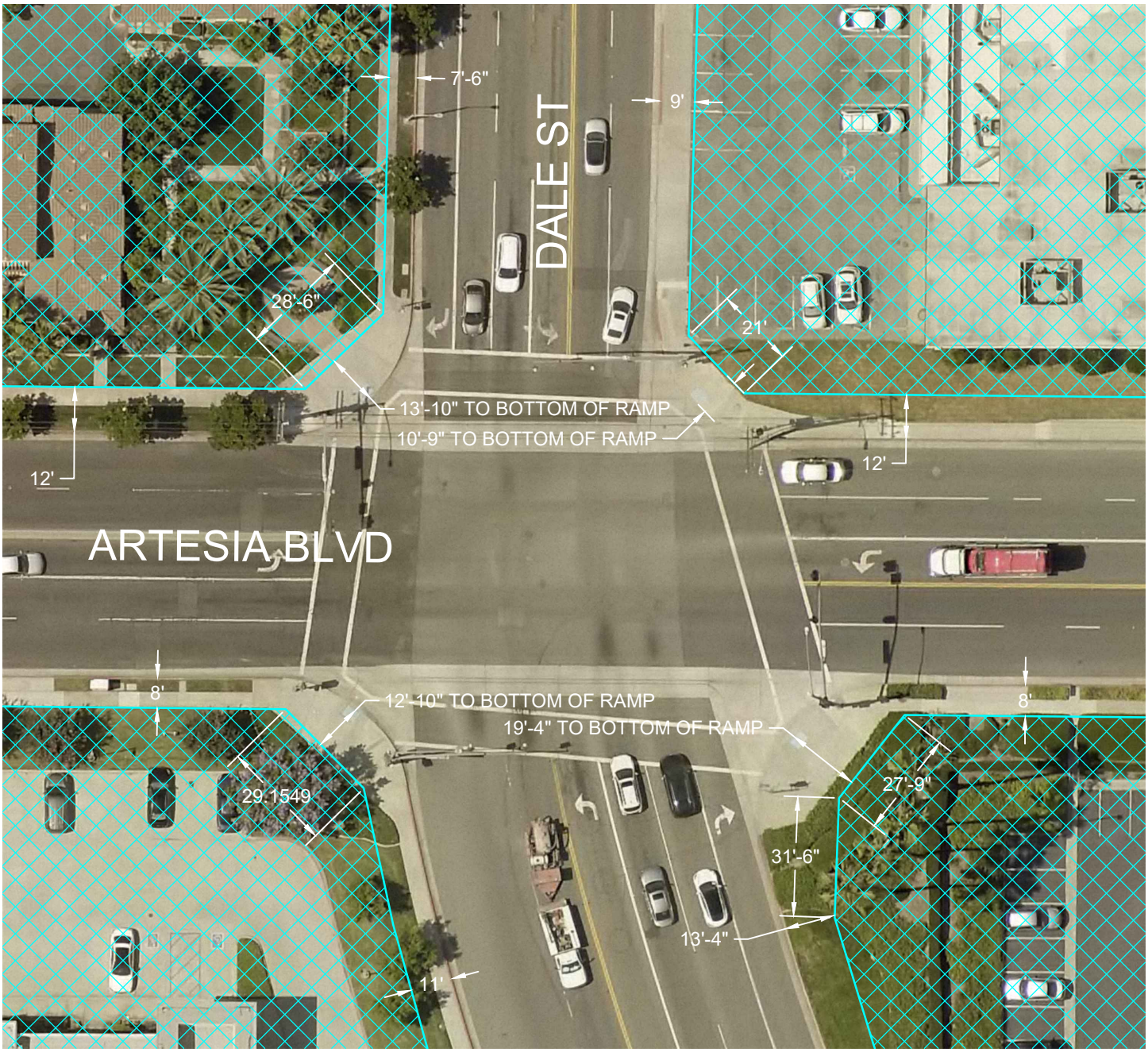
Orangethorpe Avenue at Emerson Drive

Orangethorpe Avenue to 5 Freeway

If the City Council desires to move forward with the proposed amendments, staff recommends that the City Council refer the matter to the Planning Commission to initiate a formal text amendment to Title 19 of the Buena Park Municipal Code. The Planning Commission's recommendation would return to the City Council at a future public hearing/meeting.

Attachments

D1 - Dale at Artesia.pdf
D1 - Beach at Franklin.pdf
D1 - Beach at Los Coyotes.pdf
D1 - Malvern Avenue 1.pdf
D1 - Malvern Avenue 2.pdf
D1 - Malvern Avenue 3.pdf
D1 - Malvern Avenue 4.pdf
D1 - Los Coyotes from Beach to Hillcrest.pdf
D2 - Beach at Franklin.pdf
D2 - Knott from 9th to Melrose.pdf
D2 - Stanton at Commonwealth.pdf
D2 - Western at 8th.pdf
D2 - Whitaker from Dale to Stanton (1 of2).pdf
D2 - Whitaker from Dale to Stanton (2 of2).pdf
D3 - Crescent at Dale.pdf
D3 - Western at Jackson.pdf
D3 - Beach at Stanton.pdf
D3 - Crescent at Western.pdf
D3 - Knott at 91 FWY.pdf
D3 - Knott at Crescent.pdf
D3 - La Palma at Dale.pdf
D4 - Ball Road 1.pdf
D4 - Ball Road 2.pdf
D4 - Ball Road 3.pdf
D4 - Crescent at Valley View.pdf
D4 - Crescent at Western.pdf
D4 - Holder at Cerritos 1.pdf
D4 - Holder at Cerritos 2.pdf
D4 - Knott North of Lincoln 1.pdf
D4 - Knott North of Lincoln 2.pdf
D4 - Lincoln west of Holder.pdf
D4 - Valley View at San Remo.pdf
D5 - Knott at 91 Freeway.pdf
D5 - Knott at Crescent.pdf
D5 - Knott at Melrose.pdf
D5 - La Palma from Valley View to San Leandro.pdf
D5 - Valley View at 91 Fwy.pdf
D5 - Western at 9th.pdf
D5 -Knott at Artesia.pdf



: INDICATES A PRIVATELY OWNED PARCEL

NOTES:

1. DIMENSIONS SHOWN ARE APPROXIMATE.
2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.

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NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	

SHEET 1 OF 1

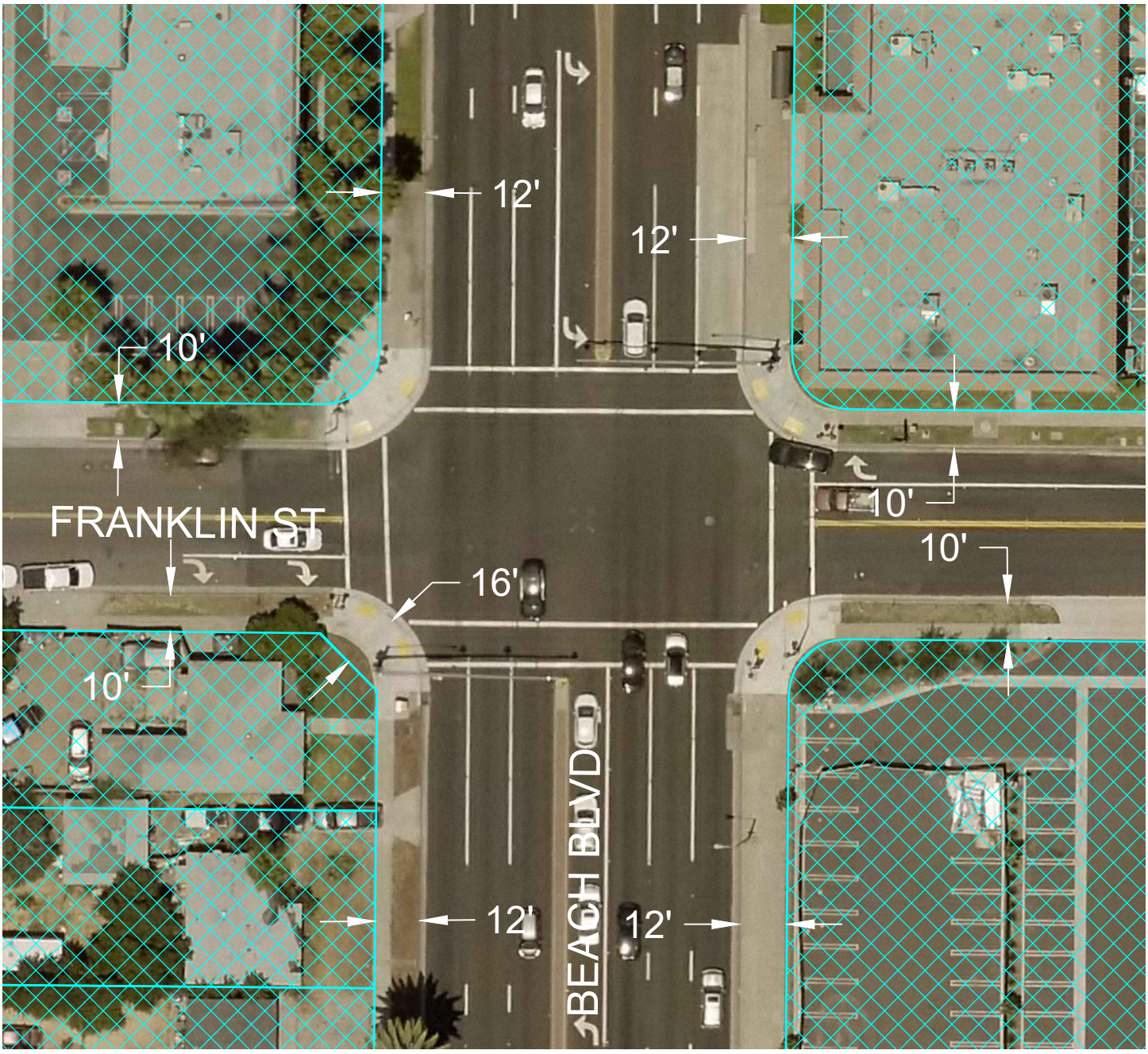
City of BUENA PARK

INTERSECTION OF

DALE STREET AT ARTESIA BLVD

SCALE: 1" = 40'	DRAWING NO. N/A

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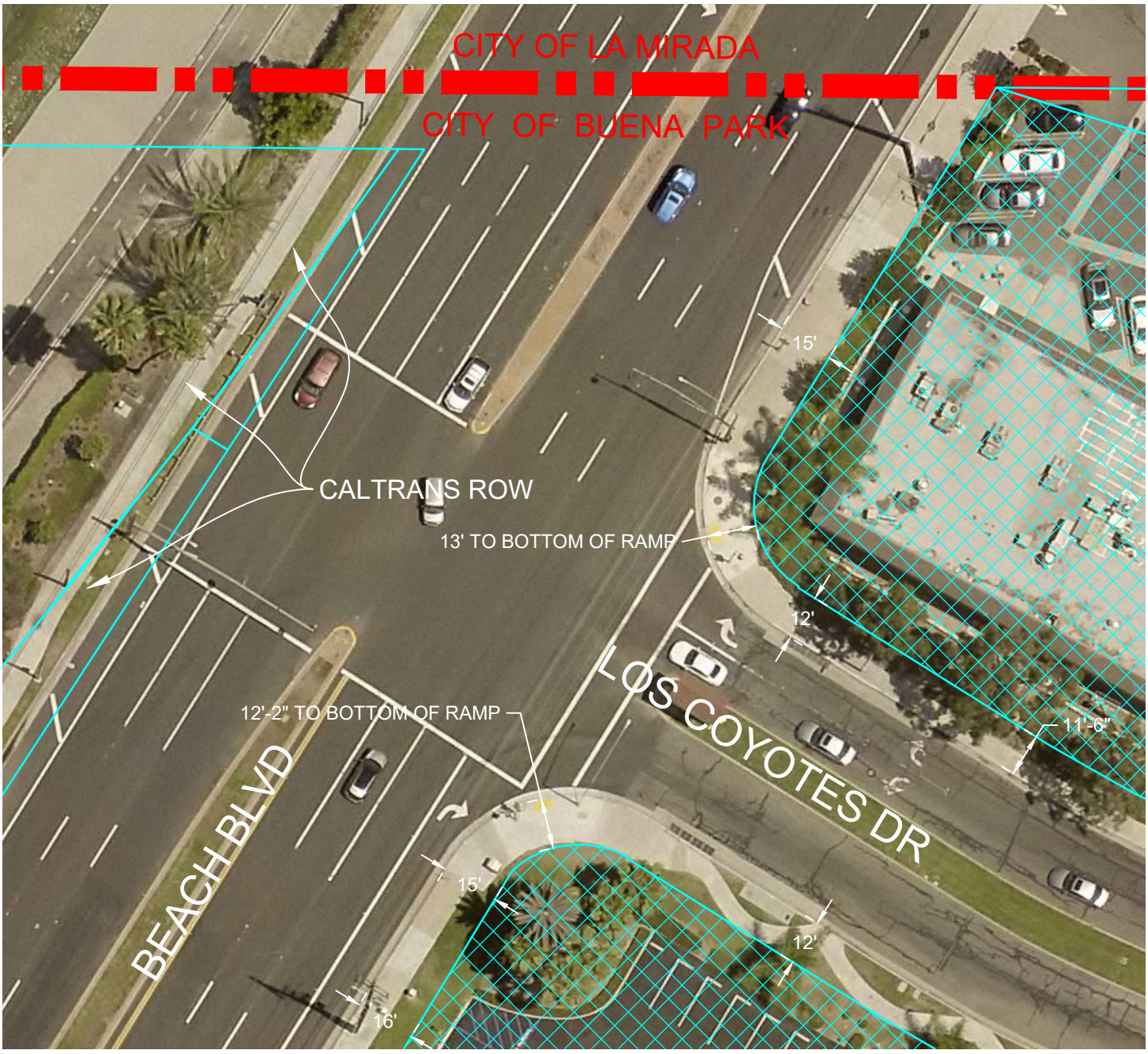
SHEET 1 OF 1

City of BUENA PARK

INTERSECTION OF
BEACH BLVD & FRANKLIN ST

SCALE: 1" = 40' | DRAWING NO. N/A

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ADRIA M. JIMENEZ, MMC CITY CLERK	

SHEET 1 OF 1

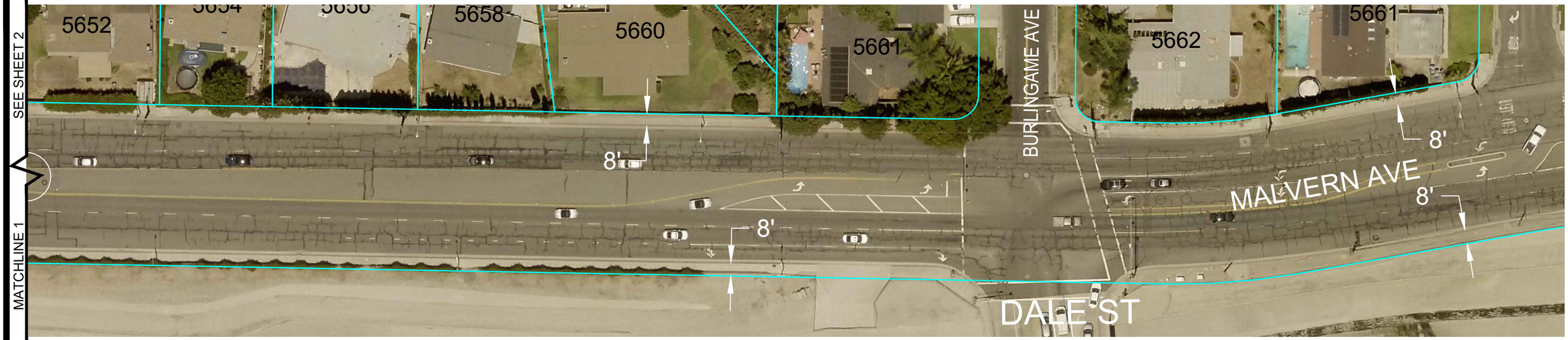
City of BUENA PARK

NORTHEAST CORNER OF

BEACH BLVD AT LOS COYOTES DR

SCALE: 1" = 50' | DRAWING NO. N/A

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CITY OF BUENA PARK
PUBLIC RIGHT-OF-WAY ALONG
MALVERN AVENUE

SCALE: 1" = 60'

REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPR.	DATE

REFERENCES

BENCH MARK

DRAWN BY: NORM WRAY

CHECKED BY:

REVIEWED BY CITY STAFF	INITIAL	DATE
ENGINEERING		
TRAFFIC		
UTILITIES		
STREET		
INSPECTION		

PREPARED UNDER THE DIRECTION OF: _____ DATE

APPROVED: _____ CITY CLERK DATE

DRAWING NO. N / A REV.

SHEET 1 OF 4

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CITY OF BUENA PARK

PUBLIC RIGHT-OF-WAY ALONG

MALVERN AVENUE

SCALE: 1" = 60'

REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPR.	DATE

REFERENCES

BENCH MARK

DRAWN BY: NORM WRAY

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UTILITIES		
STREET		
INSPECTION		

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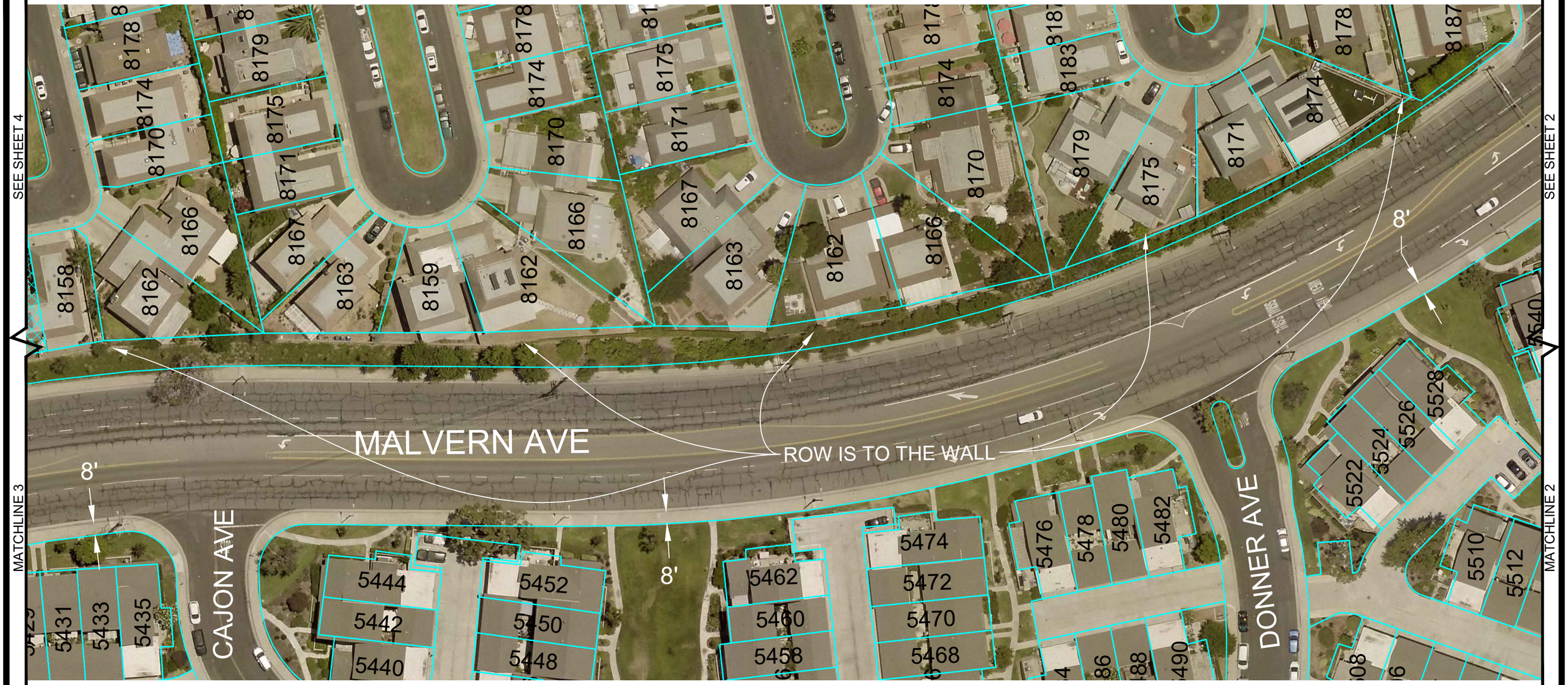
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CITY CLERK

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SHEET 2 OF 4

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CITY OF BUENA PARK
PUBLIC RIGHT-OF-WAY ALONG
MALVERN AVENUE

SCALE: 1" = 60'

REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPR.	DATE

REFERENCES

BENCH MARK

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STREET		
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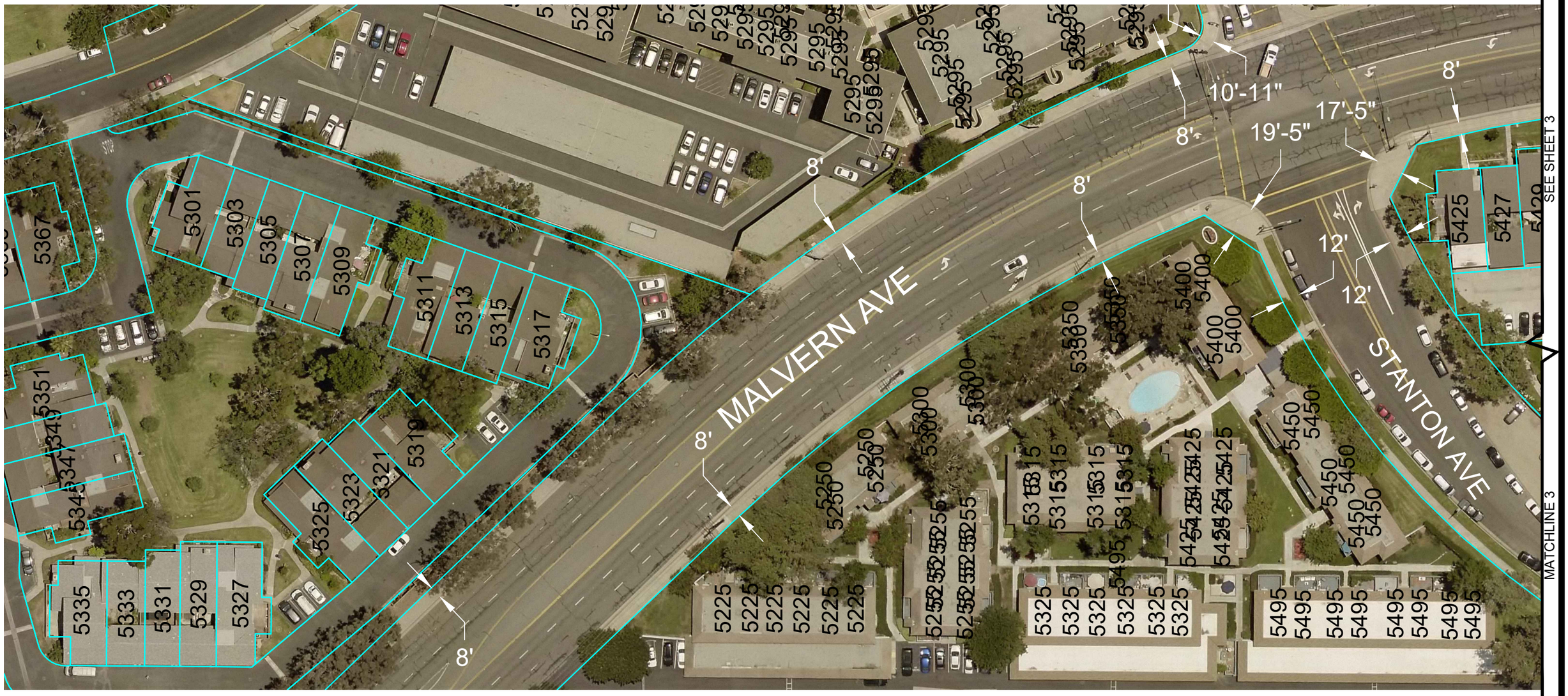
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APPROVED: _____ DATE
CITY CLERK

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SHEET 3 OF 4

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SCALE: 1" = 60'

CITY OF BUENA PARK

PUBLIC RIGHT-OF-WAY ALONG

MALVERN AVENUE

REVISIONS					
NO.	DATE	BY	DESCRIPTION	APPR.	DATE

REFERENCES

BENCH MARK

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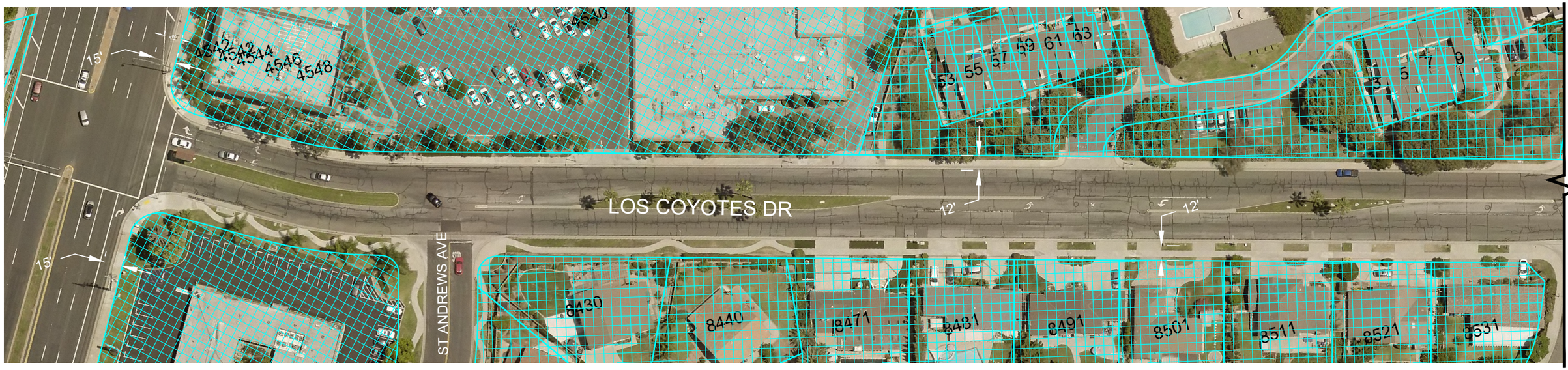
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SHEET 4 OF 4

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: INDICATES A PRIVATELY OWNED PARCEL

City of BUENA PARK

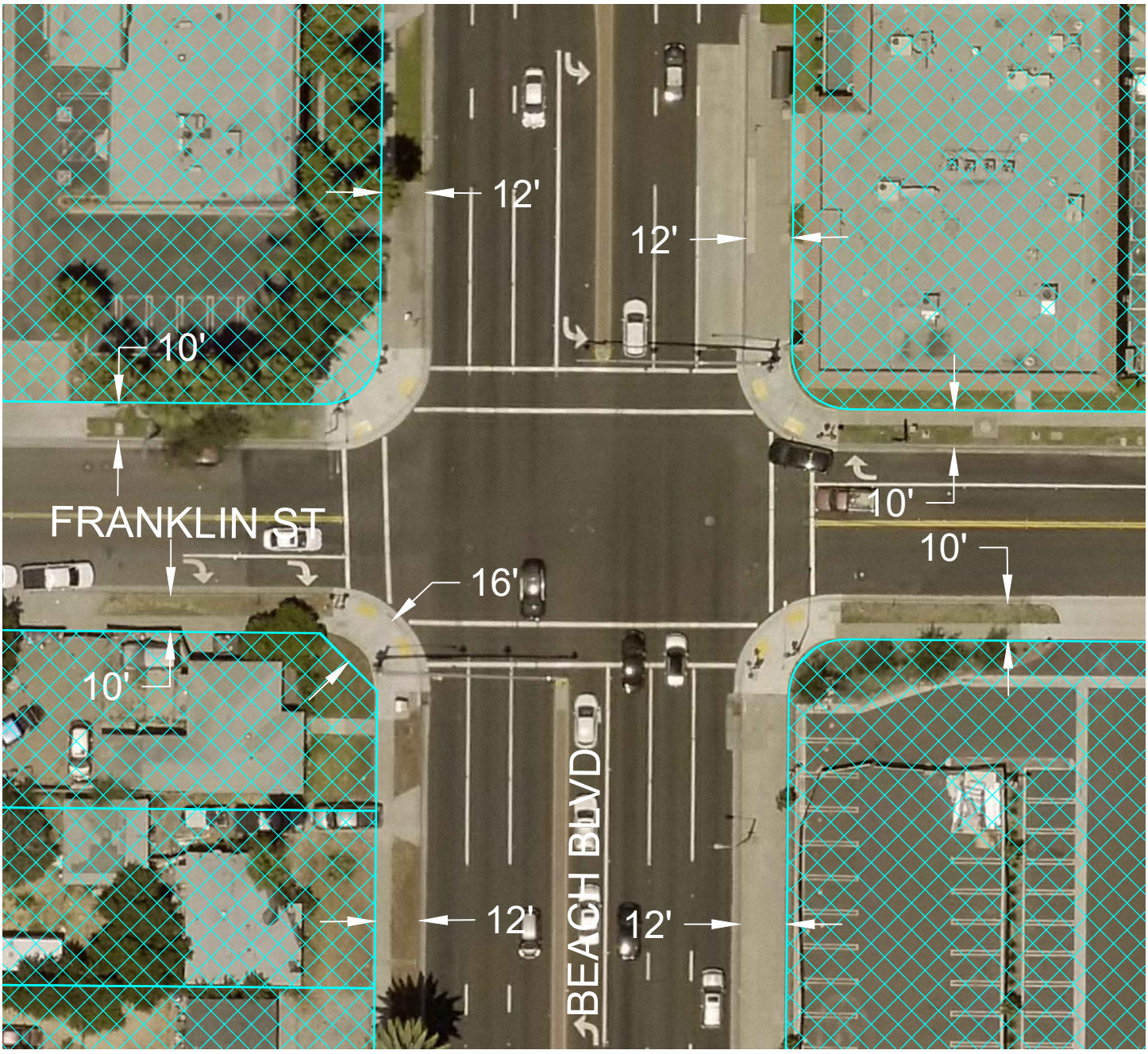
RIGHT-OF-WAY ON THE
CERRITOS AVENUE FRONTAGE ROAD

SCALE: 1" = 80' | DRAWING NO. N/A

SHEET 1 OF 1

NOTES:
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DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	

SHEET 1 OF 1

City of BUENA PARK

INTERSECTION OF
BEACH BLVD & FRANKLIN ST

SCALE: 1" = 40' | DRAWING NO. N/A

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DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	

: INDICATES A PRIVATELY OWNED PARCEL

SHEET 1 OF 1

City of BUENA PARK

RIGHT-OF-WAY ON

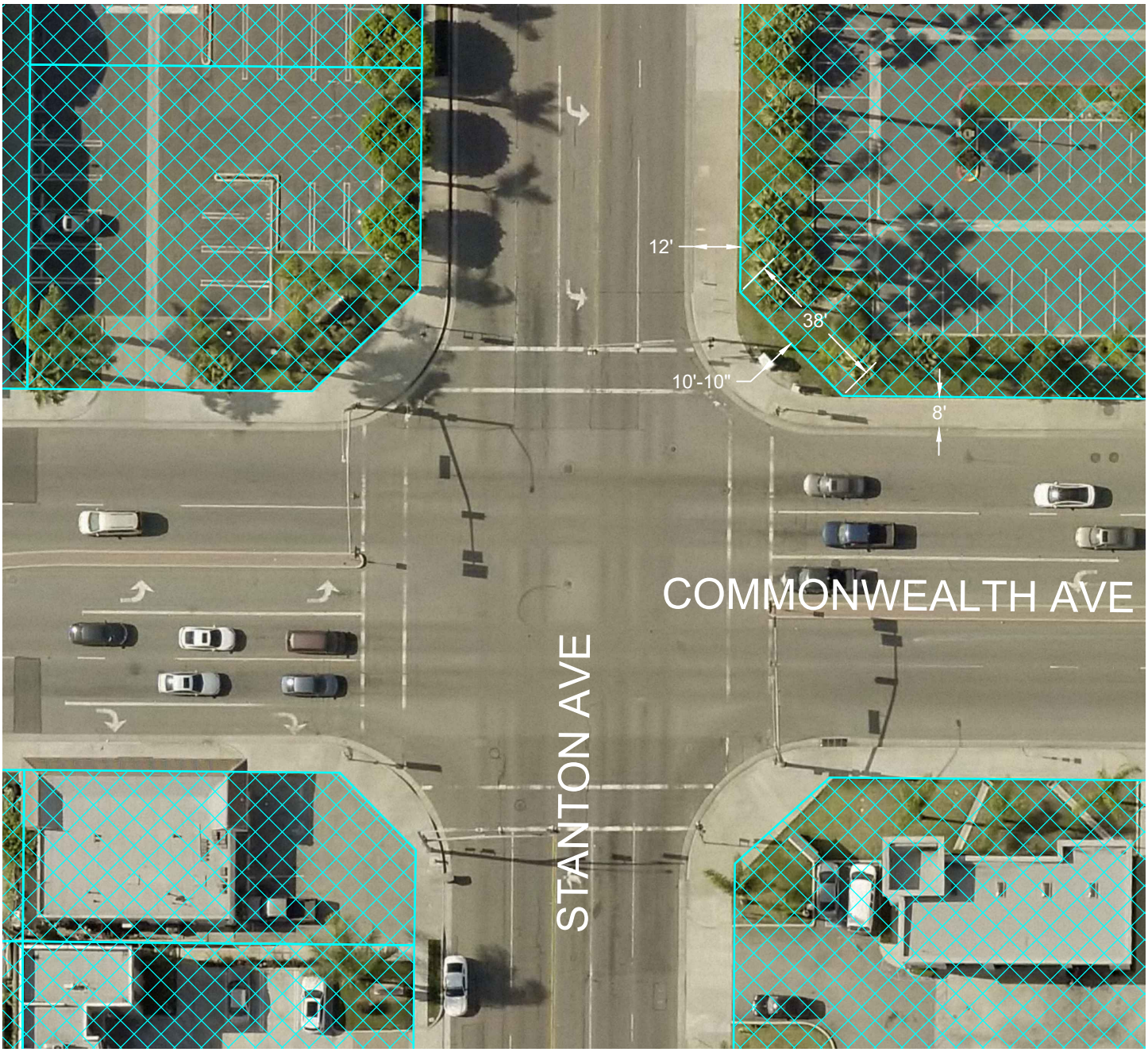
KNOTT AVE FROM 9TH ST TO MELROSE ST

SCALE: 1" = 50'	DRAWING NO. N/A

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NORM WRAY	09/26/22
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ADRIA M. JIMENEZ, MMC CITY CLERK	

SHEET 1 OF 1

City of BUENA PARK

NORTHEAST CORNER OF
STANTON AVE AT COMMONWEALTH AVE

SCALE: 1" = 40' | DRAWING NO. N/A

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NORM WRAY	02/13/24
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	

SHEET 1 OF 1

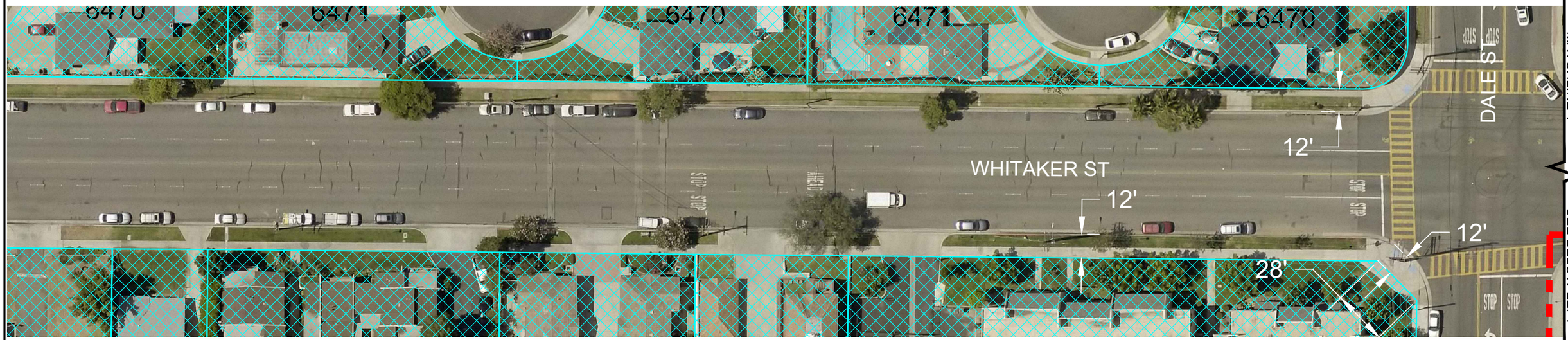
City of BUENA PARK

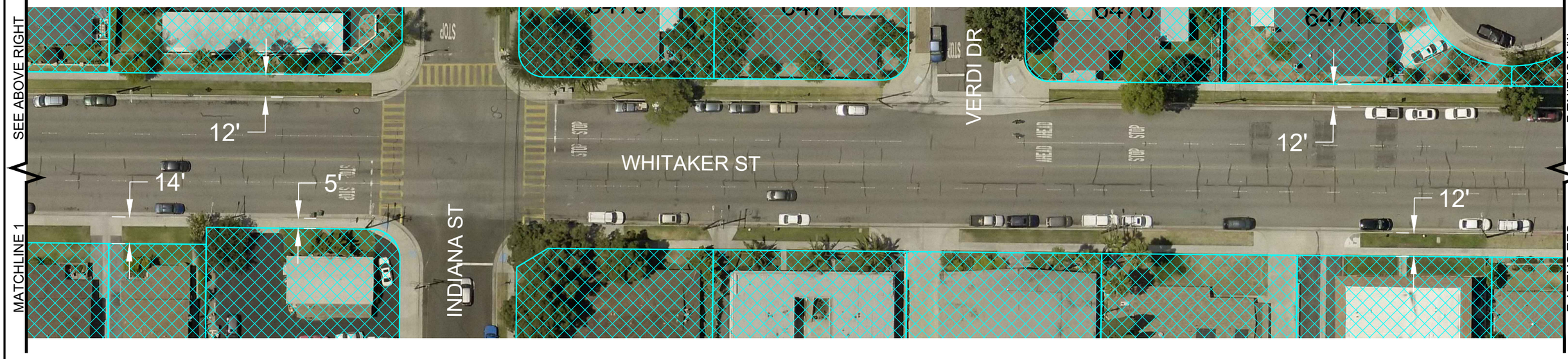
INTERSECTION OF

WESTERN AVENUE & 8TH STREET

SCALE: 1" = 60'	DRAWING NO. N/A

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DRAWN BY:	DATE
NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	

: INDICATES A PRIVATELY OWNED PARCEL

SHEET 1 OF 2

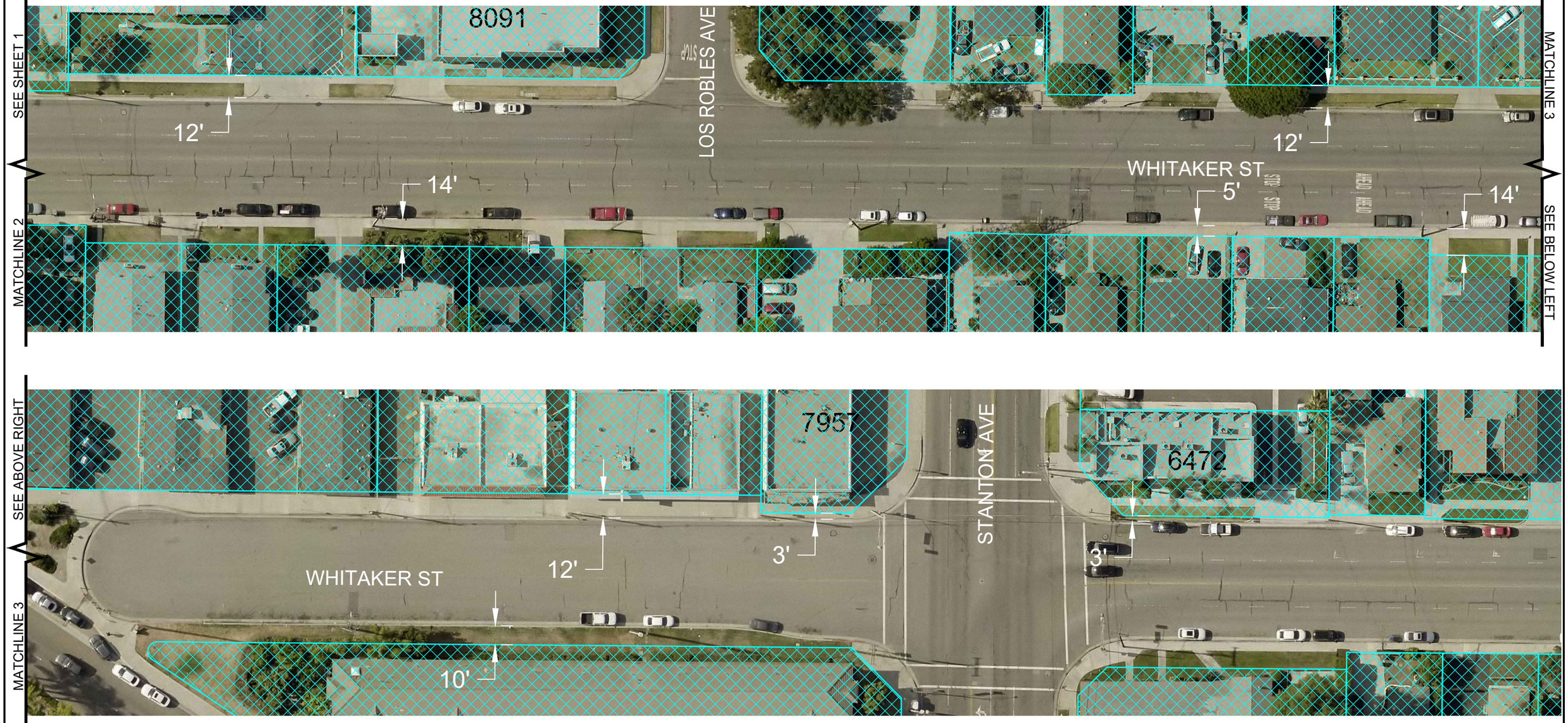
City of BUENA PARK

RIGHT-OF-WAY ON
WHITAKER ST FROM DALE ST TO STANTON AVE

SCALE: 1" = 50'	DRAWING NO. N/A

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DRAWN BY: NORM WRAY — DATE: 09/26/22

APPROVED: _____ ADRIA M. JIMENEZ, MMC, CITY CLERK — DATE:

: INDICATES A PRIVATELY OWNED PARCEL

SHEET 2 OF 2

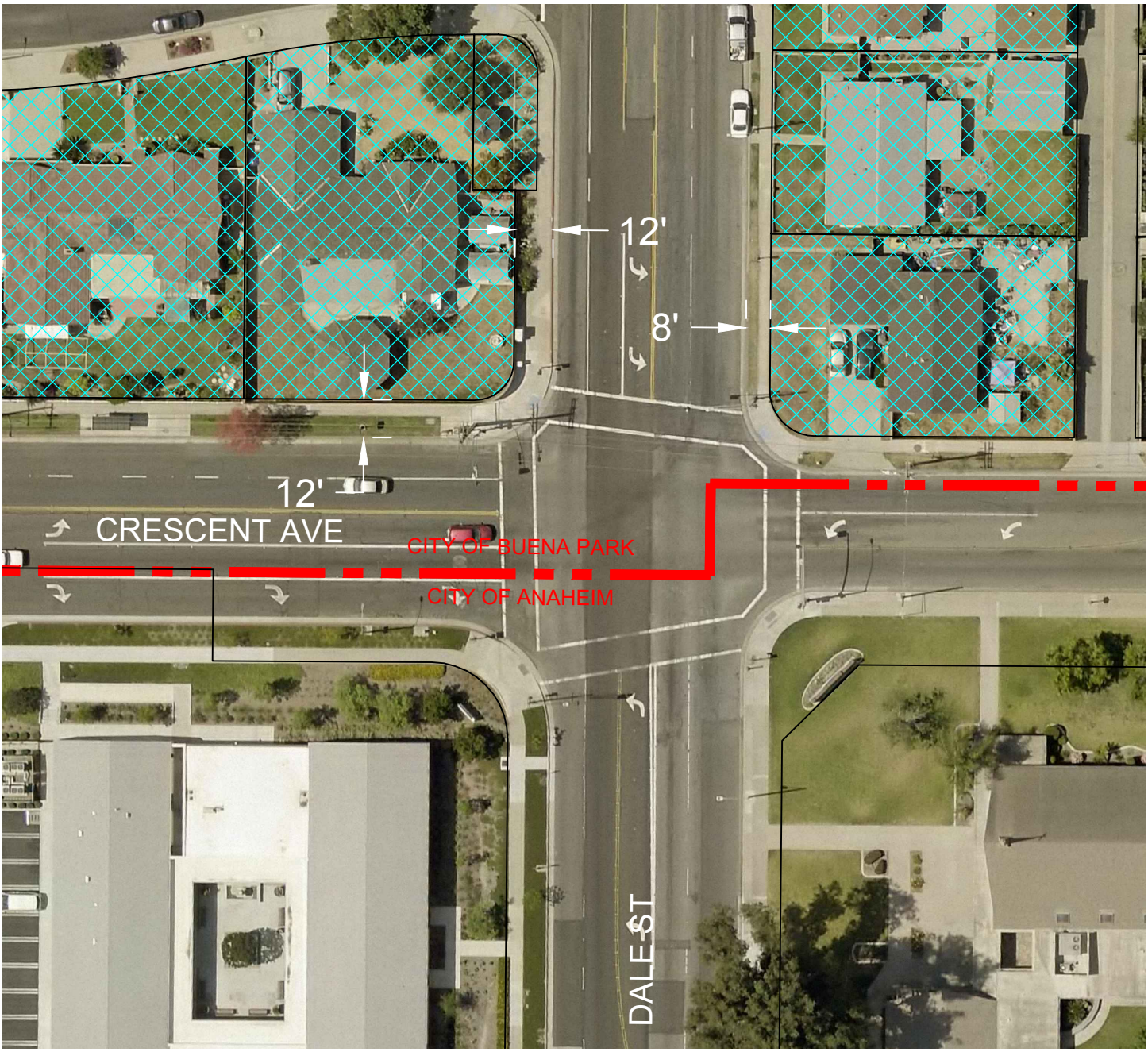
City of BUENA PARK

RIGHT-OF-WAY ON
WHITAKER ST FROM DALE ST TO STANTON AVE

SCALE: 1" = 50' | DRAWING NO. N/A

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ADRIA M. JIMENEZ, MMC CITY CLERK	

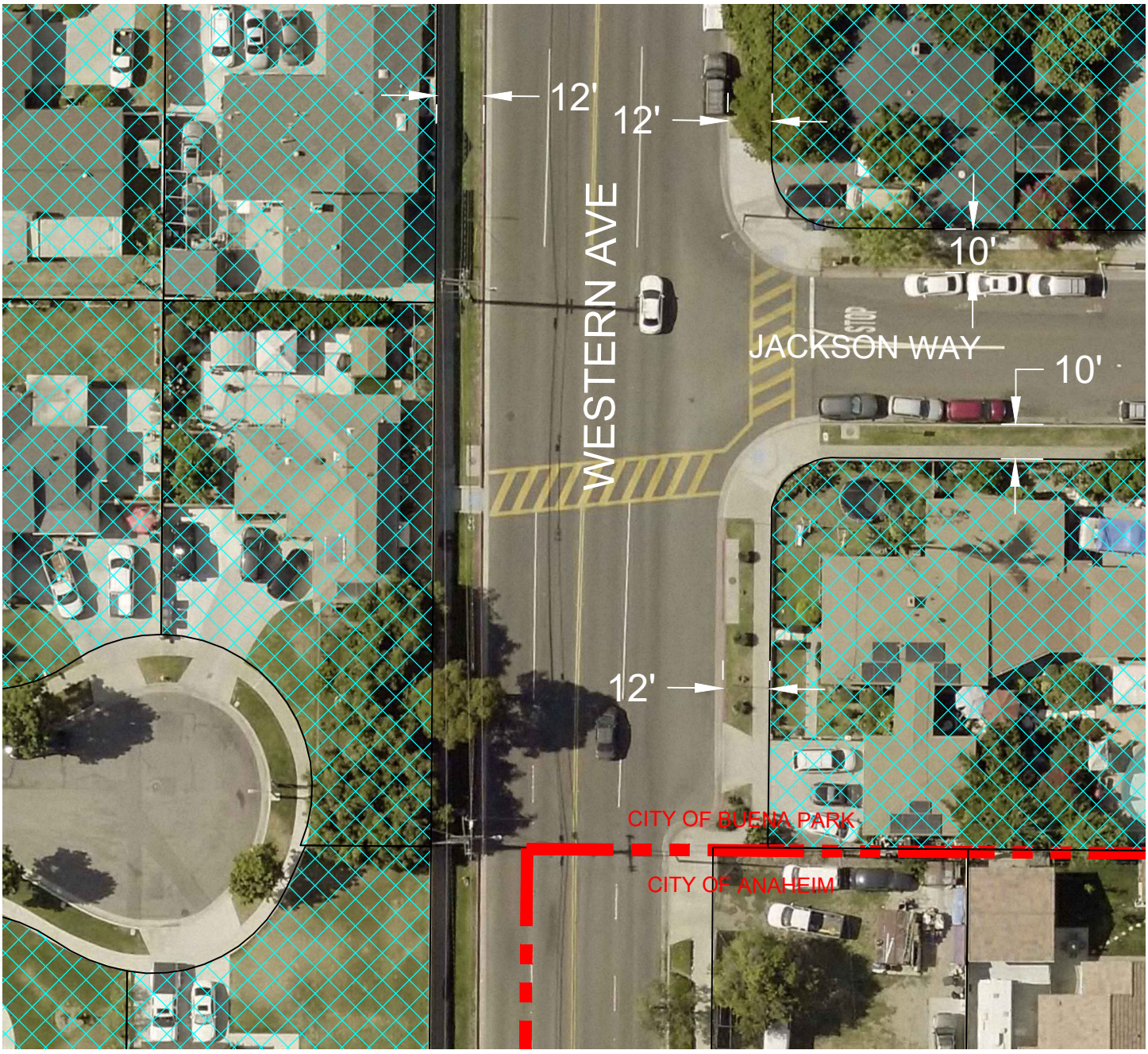
SHEET 1 OF 1

City of BUENA PARK

INTERSECTION OF
CRESCENT AVE & DALE ST

SCALE: 1" = 40' | DRAWING NO. N/A

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NORM WRAY	02/13/24
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	

SHEET 1 OF 1

City of BUENA PARK

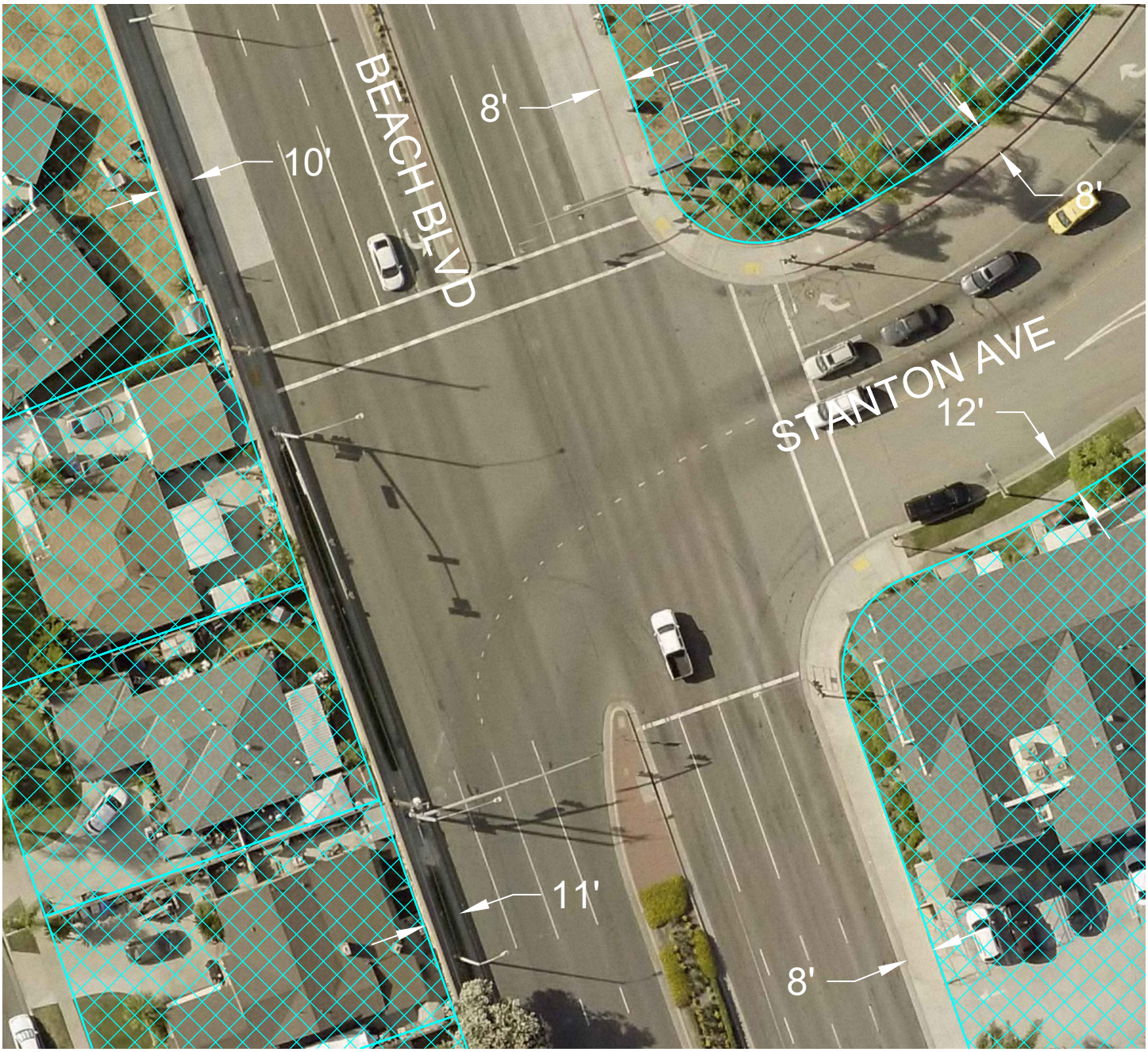
INTERSECTION OF

WESTERN AVE & JACKSON WAY

SCALE: 1" = 40'

DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg



: INDICATES A PRIVATELY OWNED PARCEL

NOTES:
1. DIMENSIONS SHOWN ARE APPROXIMATE.
2. DIMENSIONS SHOWN ARE TO CURB FACE (CF) OR BACK OF WALK (BOW) UNLESS OTHERWISE NOTED.
3. DIMENSIONS SHOWN ARE FROM BEST AVAILABLE DATA AND DO NOT REPRESENT A SURVEY.

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NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	

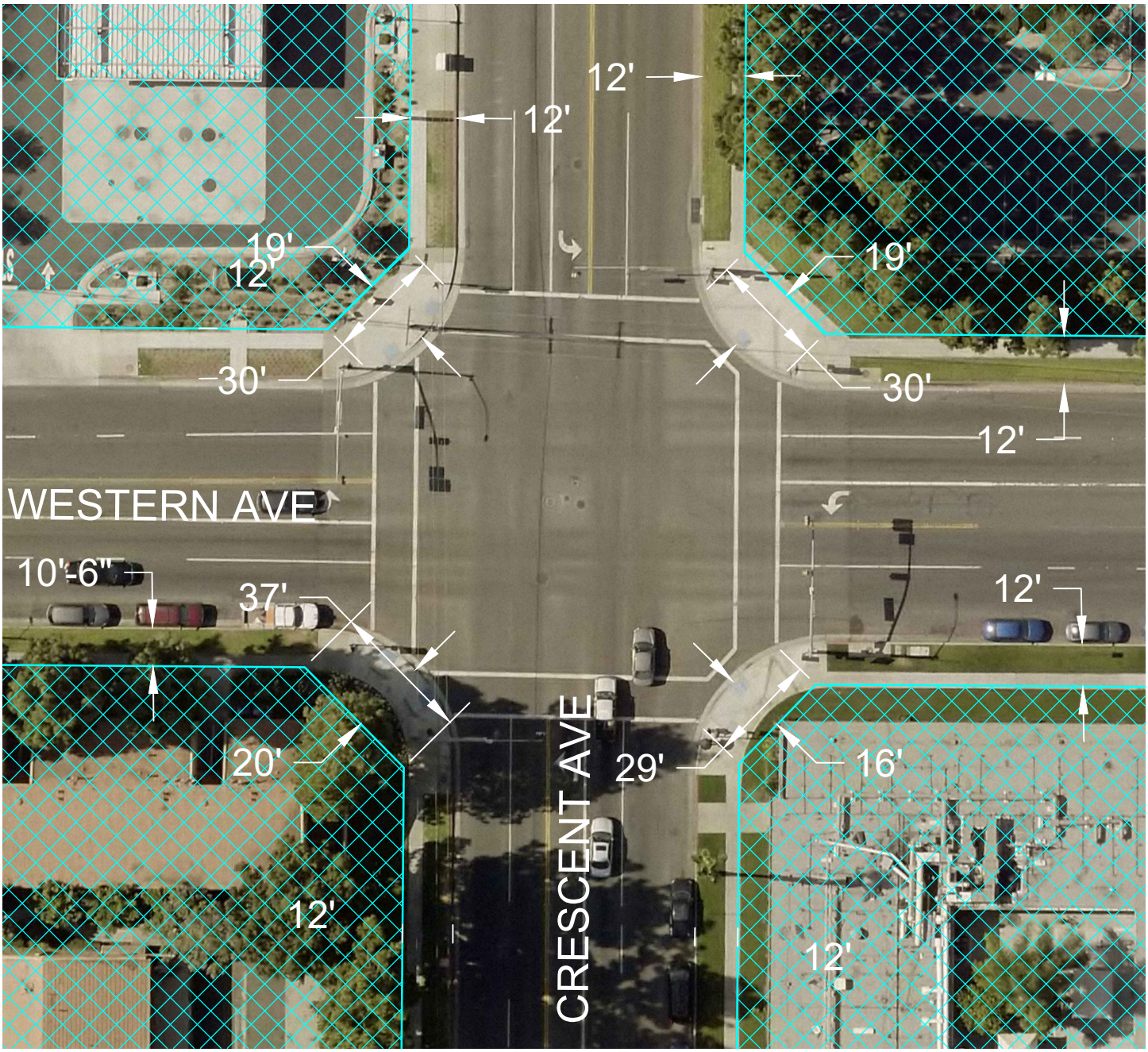
SHEET 1 OF 1

City of BUENA PARK

INTERSECTION OF
BEACH BLVD & STANTON AVE

SCALE: 1" = 40' | DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg



: INDICATES A PRIVATELY OWNED PARCEL

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NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	

SHEET 1 OF 1

City of BUENA PARK

INTERSECTION OF

CRESCENT AVE & WESTERN AVE

SCALE: 1" = 40'

DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg



: INDICATES A PRIVATELY OWNED PARCEL

: INDICATES CALTRANS ROW

NOTES:

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SHEET 1 OF 1

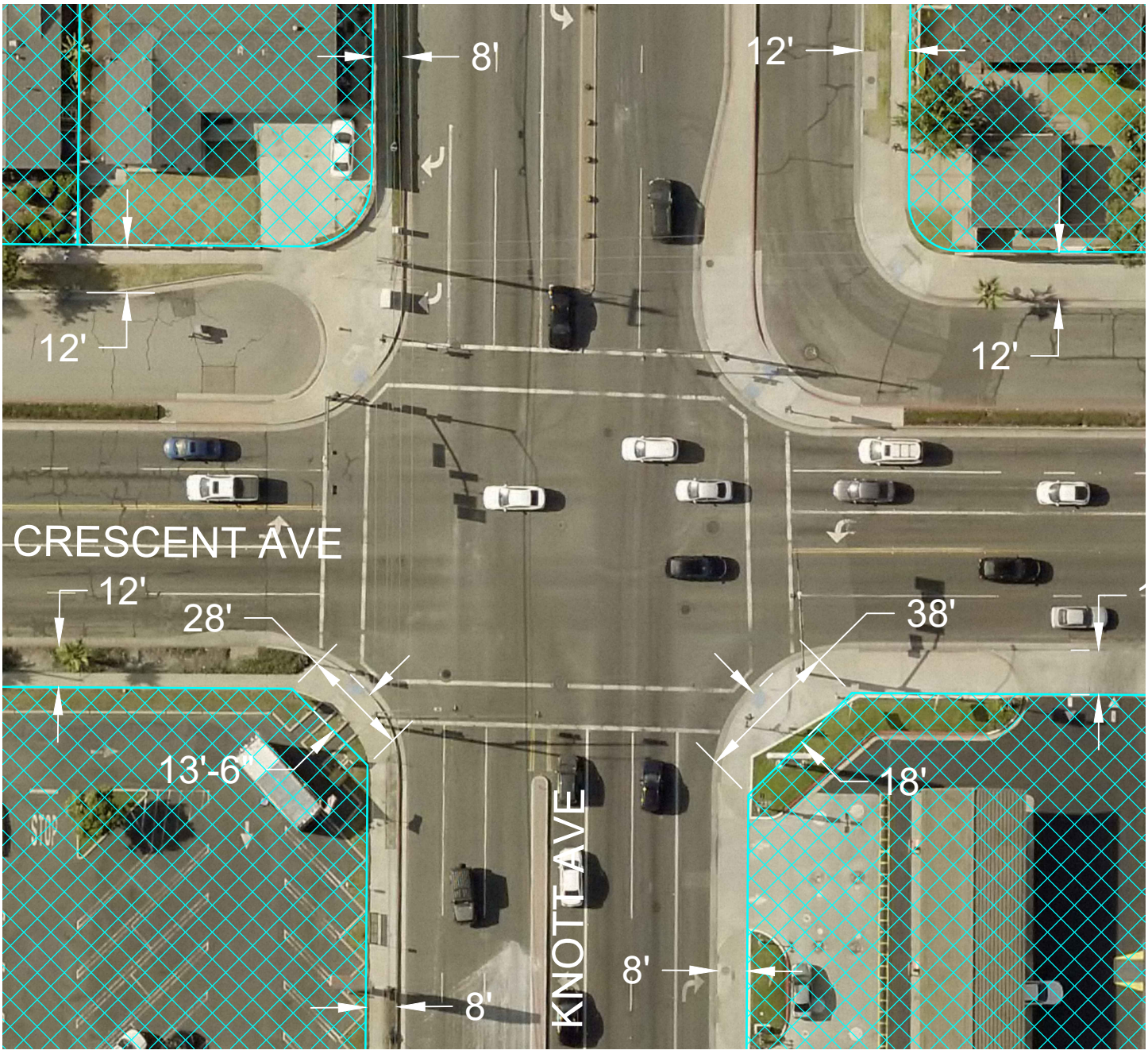
City of BUENA PARK

KNOTT AVENUE FROM

HOUSTON ST TO THE 91 FWY

SCALE: 1" = 100'	DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg



: INDICATES A PRIVATELY OWNED PARCEL

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ADRIA M. JIMENEZ, MMC CITY CLERK	

SHEET 1 OF 1

City of BUENA PARK

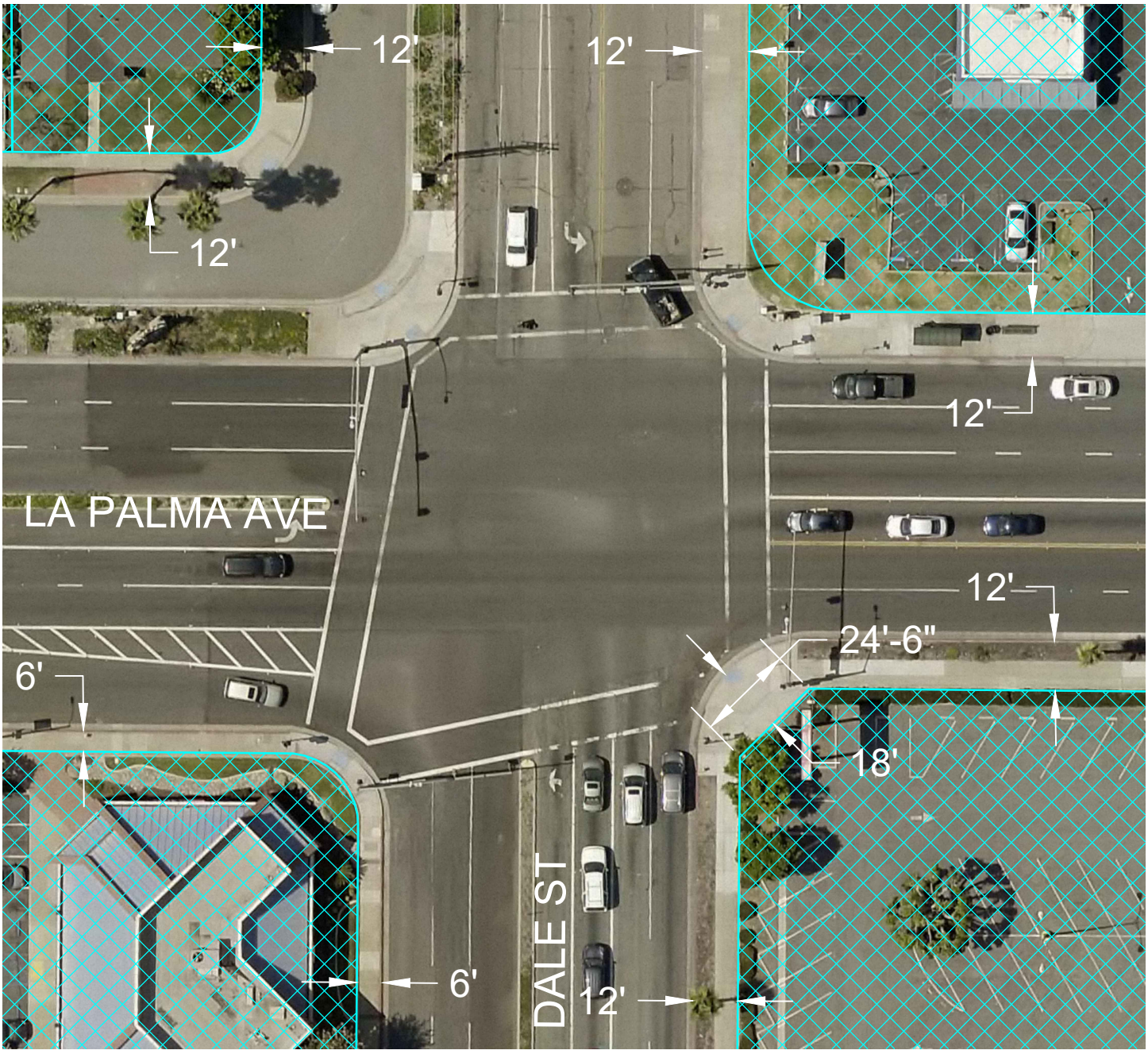
INTERSECTION OF

KNOTT AVENUE & CRESCENT AVENUE

SCALE: 1" = 40'

DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg



: INDICATES A PRIVATELY OWNED PARCEL

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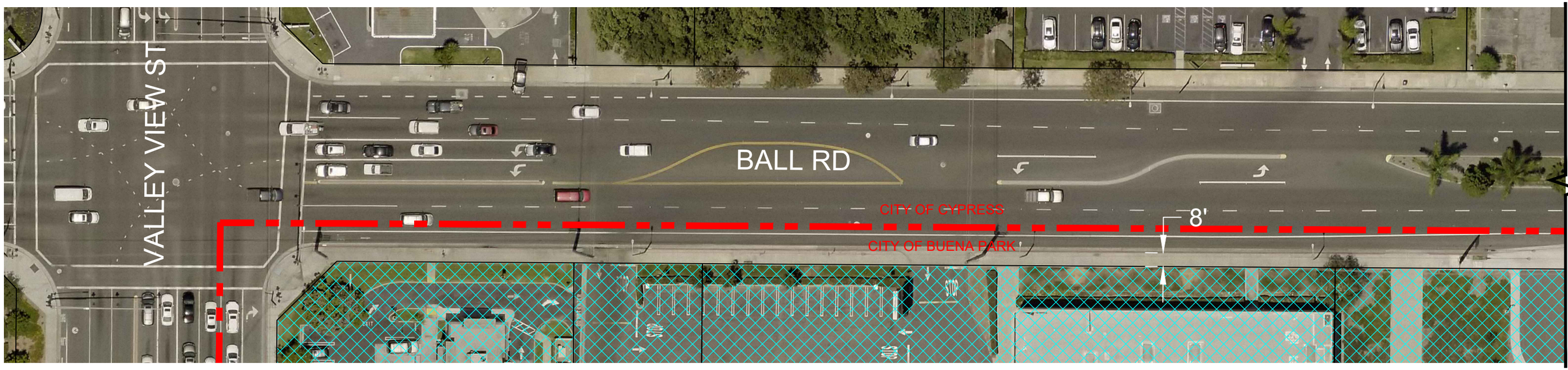
SHEET 1 OF 1

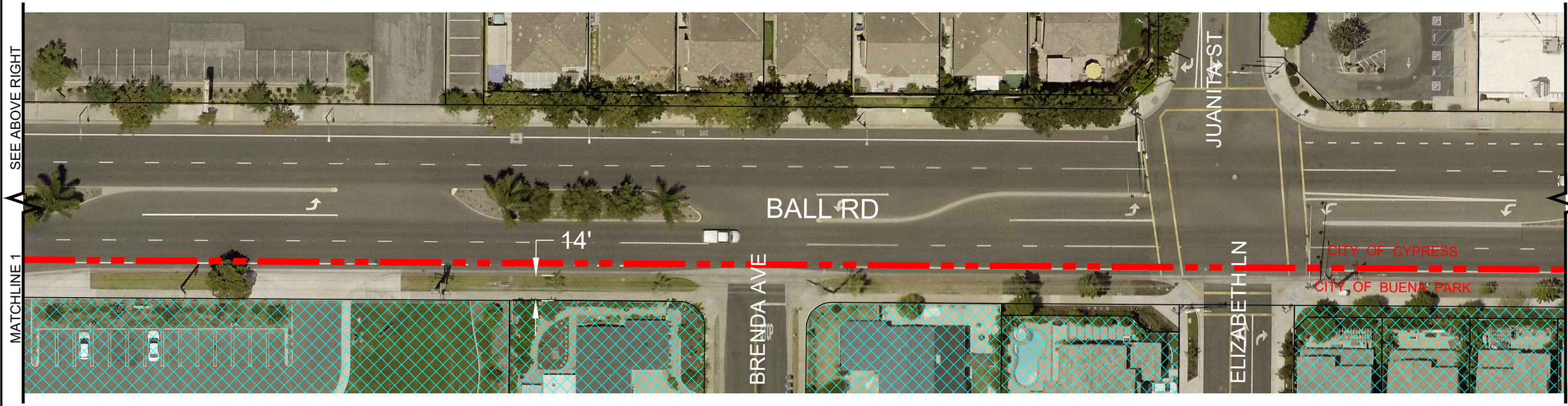
City of BUENA PARK

INTERSECTION OF
LA PALMA AVE & DALE ST

SCALE: 1" = 40' | DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg





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City of BUENA PARK

RIGHT-OF-WAY ON THE
CERRITOS AVENUE FRONTAGE ROAD

SCALE: 1" = 50' | DRAWING NO. N/A

SHEET 1 OF 3

G:\For City Clerk\ROW Maps\ROW Map.dwg

SEE SHEET 1

SEE BELOW LEFT

MATCHLINE 2

MATCHLINE 3

BALL RD

CITY OF CYPRESS

CITY OF BUENA PARK

14'

STOP

SEE ABOVE RIGHT

SEE SHEET 3

MATCHLINE 3

MATCHLINE 4

HOLDER ST

14'

BALL RD

CITY OF CYPRESS

CITY OF BUENA PARK

14'

: INDICATES A PRIVATELY OWNED PARCEL

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City of BUENA PARK

RIGHT-OF-WAY ON THE

CERRITOS AVENUE FRONTAGE ROAD

SCALE: 1" = 50'

DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg

SEE SHEET 2

MATCHLINE 4

14'

BALL RD

14'

CITY OF BUENA PARK

CITY OF ANAHEIM

STOP

SEE BELOW LEFT

MATCHLINE 5

SEE ABOVE RIGHT

14'

CITY OF BUENA PARK

CITY OF ANAHEIM

MATCHLINE 5

BALL RD

: INDICATES A PRIVATELY OWNED PARCEL

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City of BUENA PARK

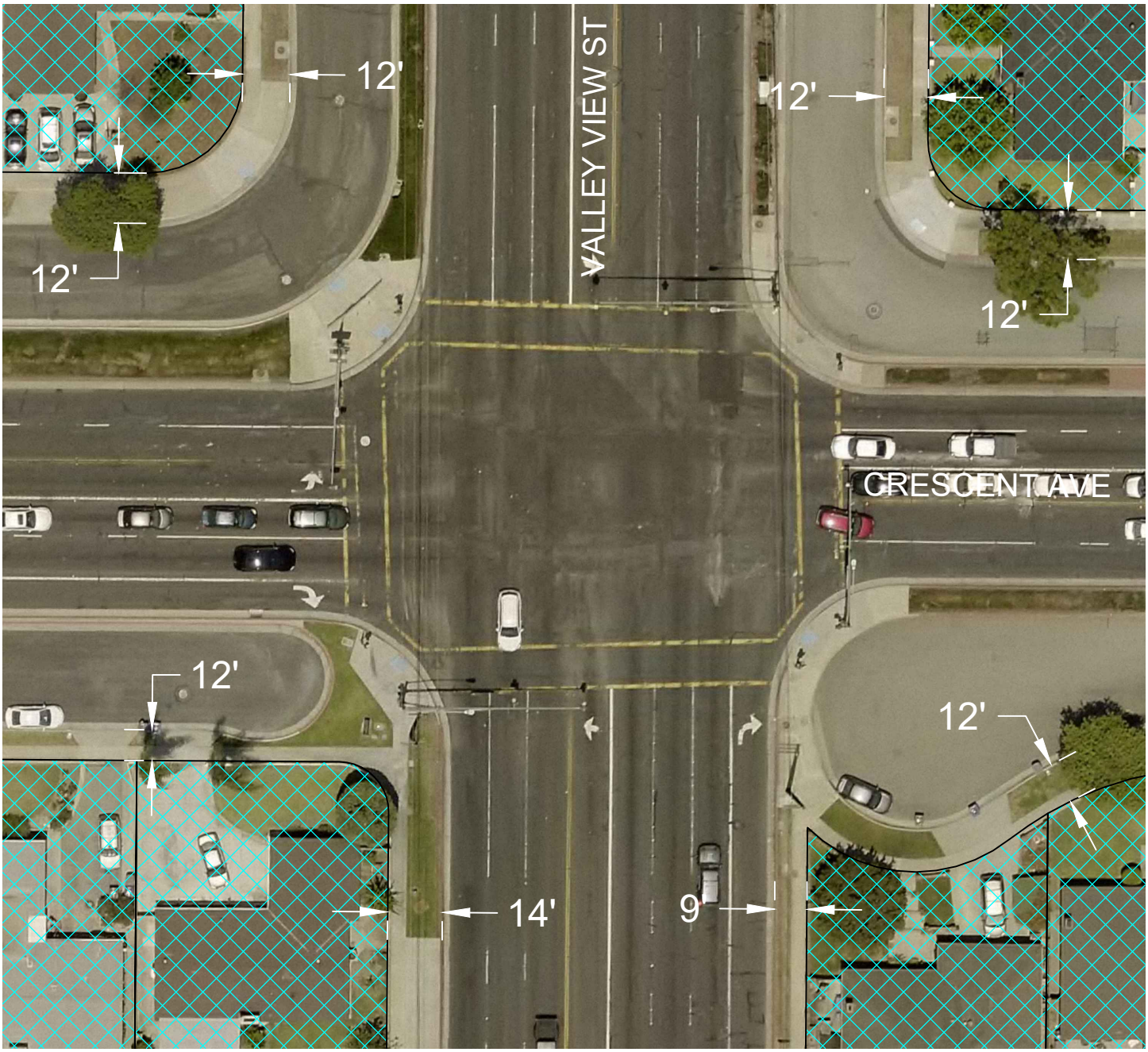
RIGHT-OF-WAY ON THE

CERRITOS AVENUE FRONTAGE ROAD

SCALE: 1" = 50'

DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg



: INDICATES A PRIVATELY OWNED PARCEL

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NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	

SHEET 1 OF 1

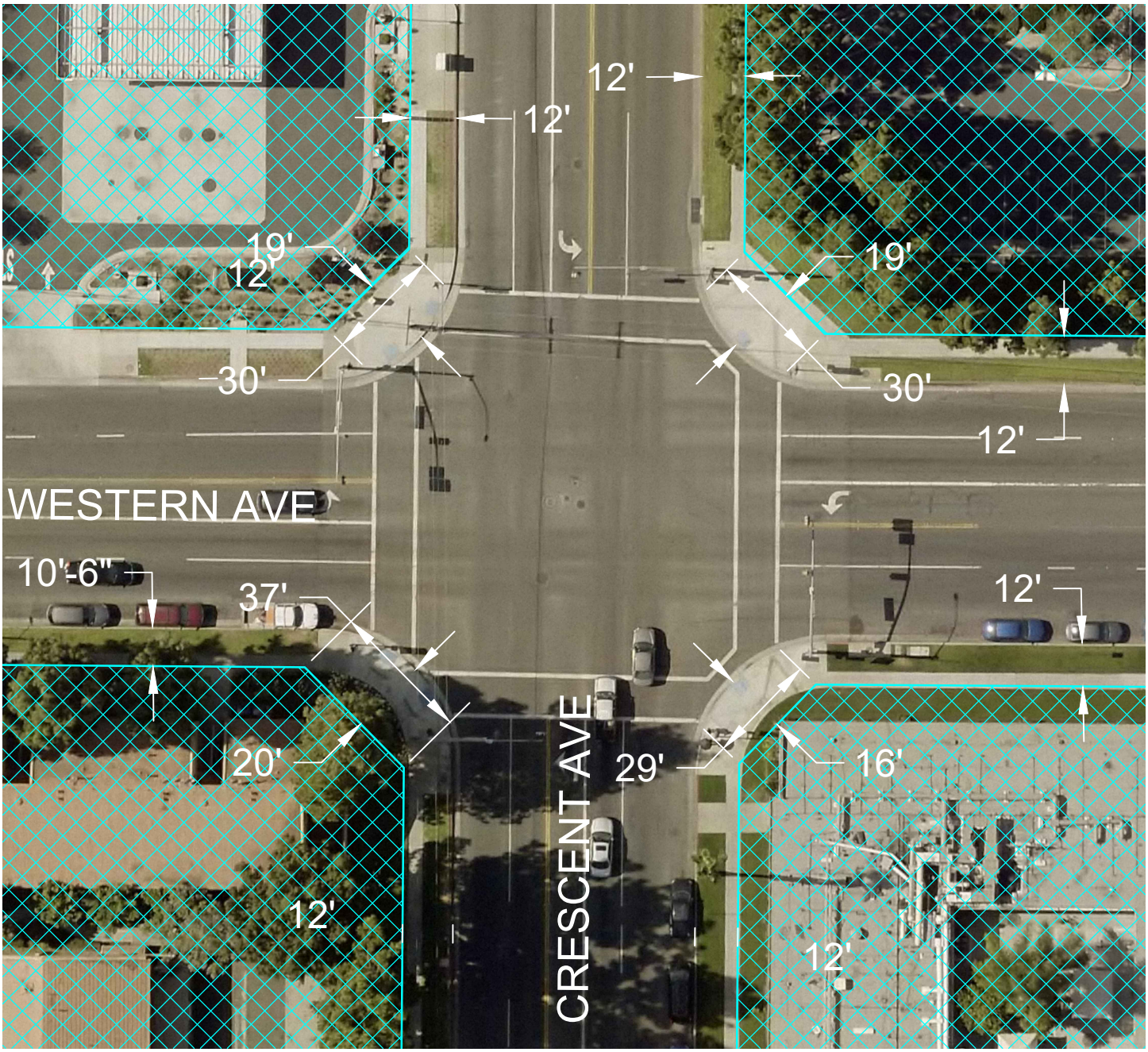
City of BUENA PARK

INTERSECTION OF

CRESCENT AVE AT VALLEY VIEW ST

SCALE: 1" = 40'	DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg



: INDICATES A PRIVATELY OWNED PARCEL

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APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	

SHEET 1 OF 1

City of BUENA PARK

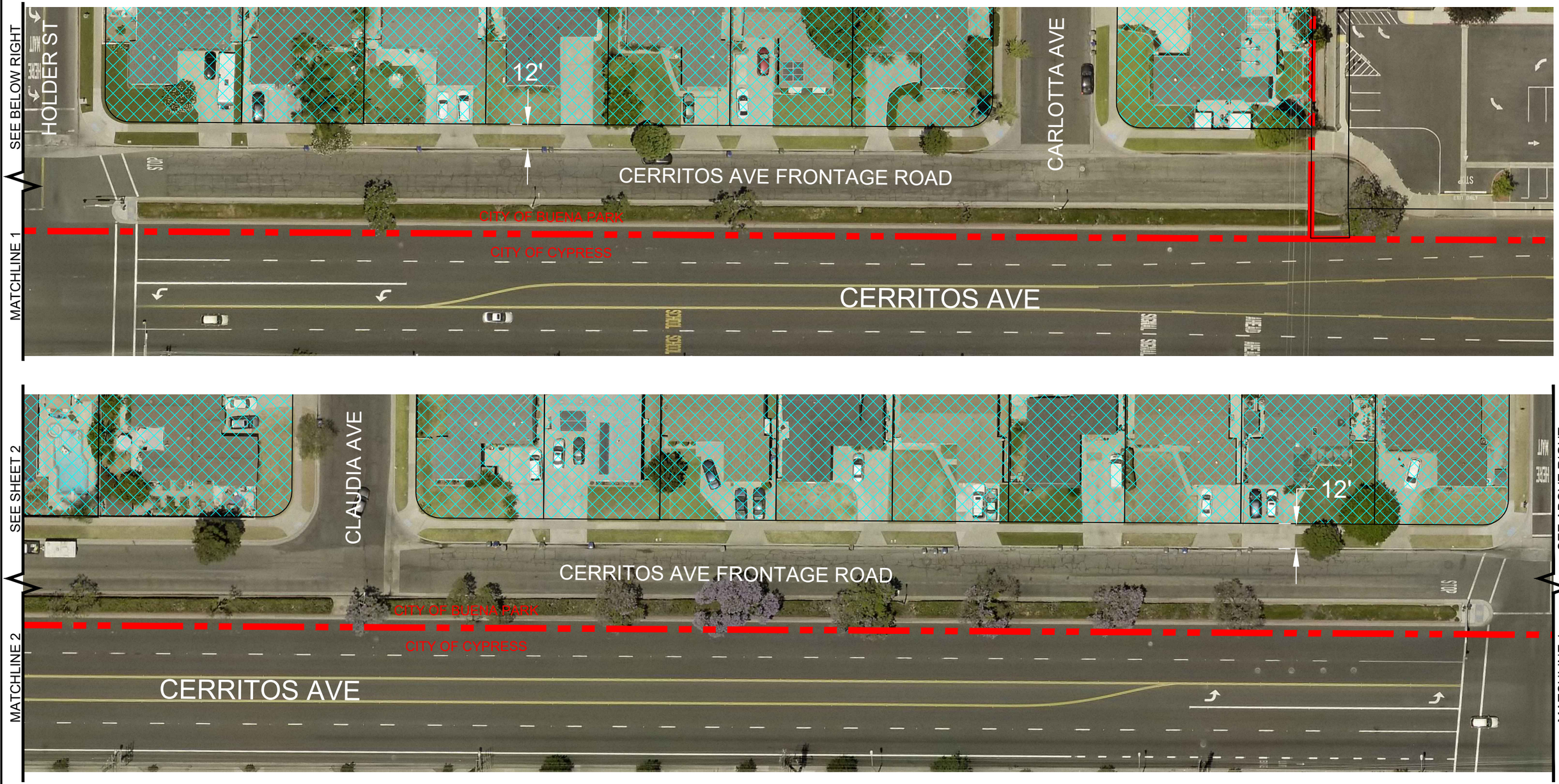
INTERSECTION OF

CRESCENT AVE & WESTERN AVE

SCALE: 1" = 40'

DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg



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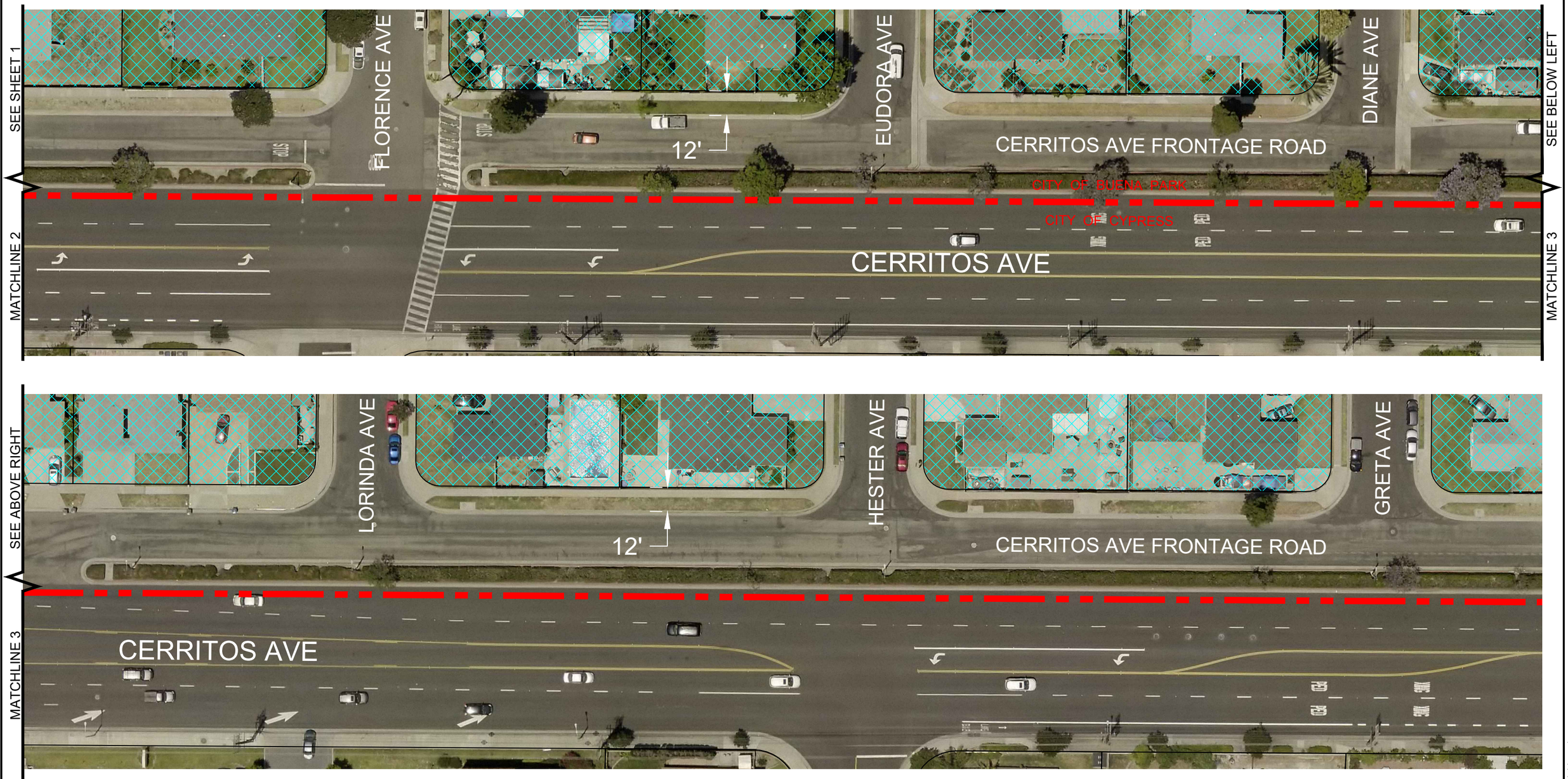
City of BUENA PARK

RIGHT-OF-WAY ON THE
CERRITOS AVENUE FRONTAGE ROAD

SCALE: 1" = 50' | DRAWING NO. N/A

SHEET 1 OF 2

G:\For City Clerk\ROW Maps\ROW Map.dwg



: INDICATES A PRIVATELY OWNED PARCEL

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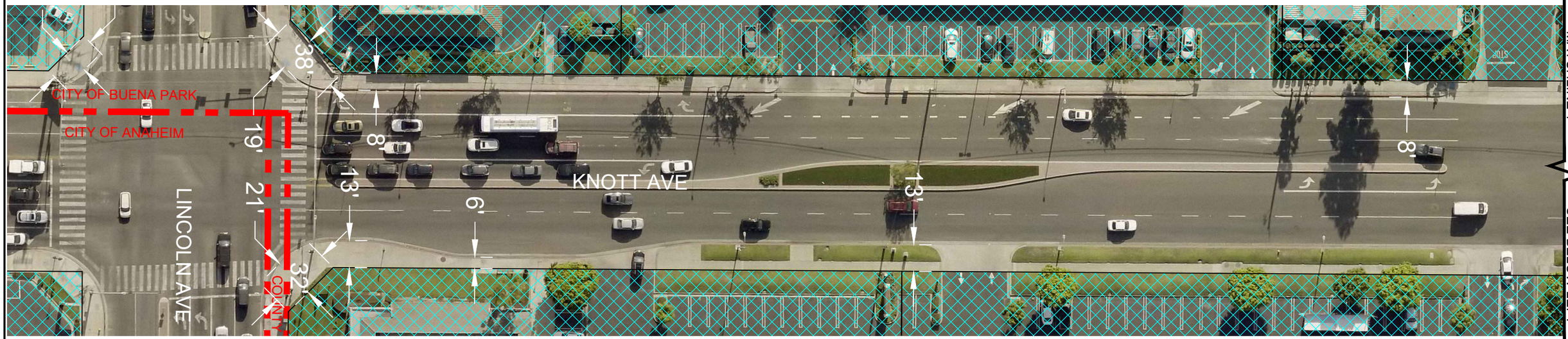
City of BUENA PARK

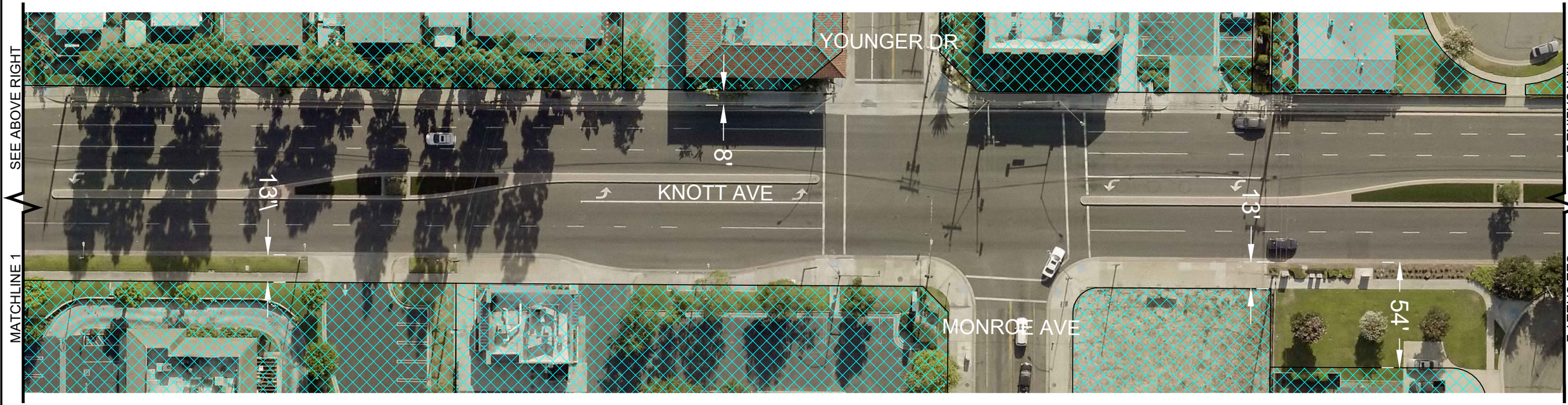
RIGHT-OF-WAY ON THE
CERRITOS AVENUE FRONTAGE ROAD

SCALE: 1" = 50' | DRAWING NO. N/A

SHEET 2 OF 2

G:\For City Clerk\ROW Maps\ROW Map.dwg





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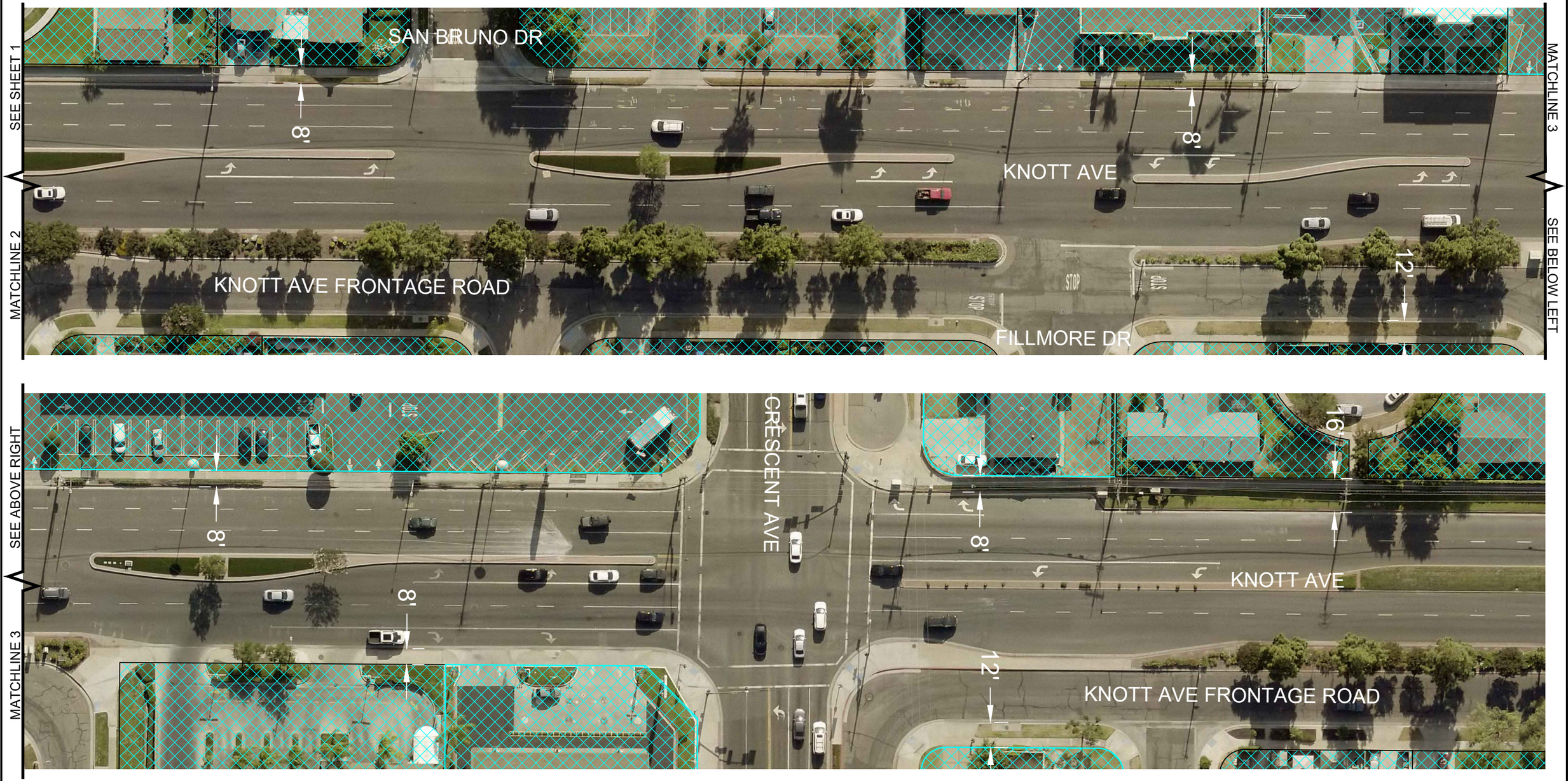
City of BUENA PARK

RIGHT-OF-WAY ON
KNOTT AVE NORTH OF LINCOLN AVE

SCALE: 1" = 50' | DRAWING NO. N/A

SHEET 1 OF 2

G:\For City Clerk\ROW Maps\ROW Map.dwg



: INDICATES A PRIVATELY OWNED PARCEL

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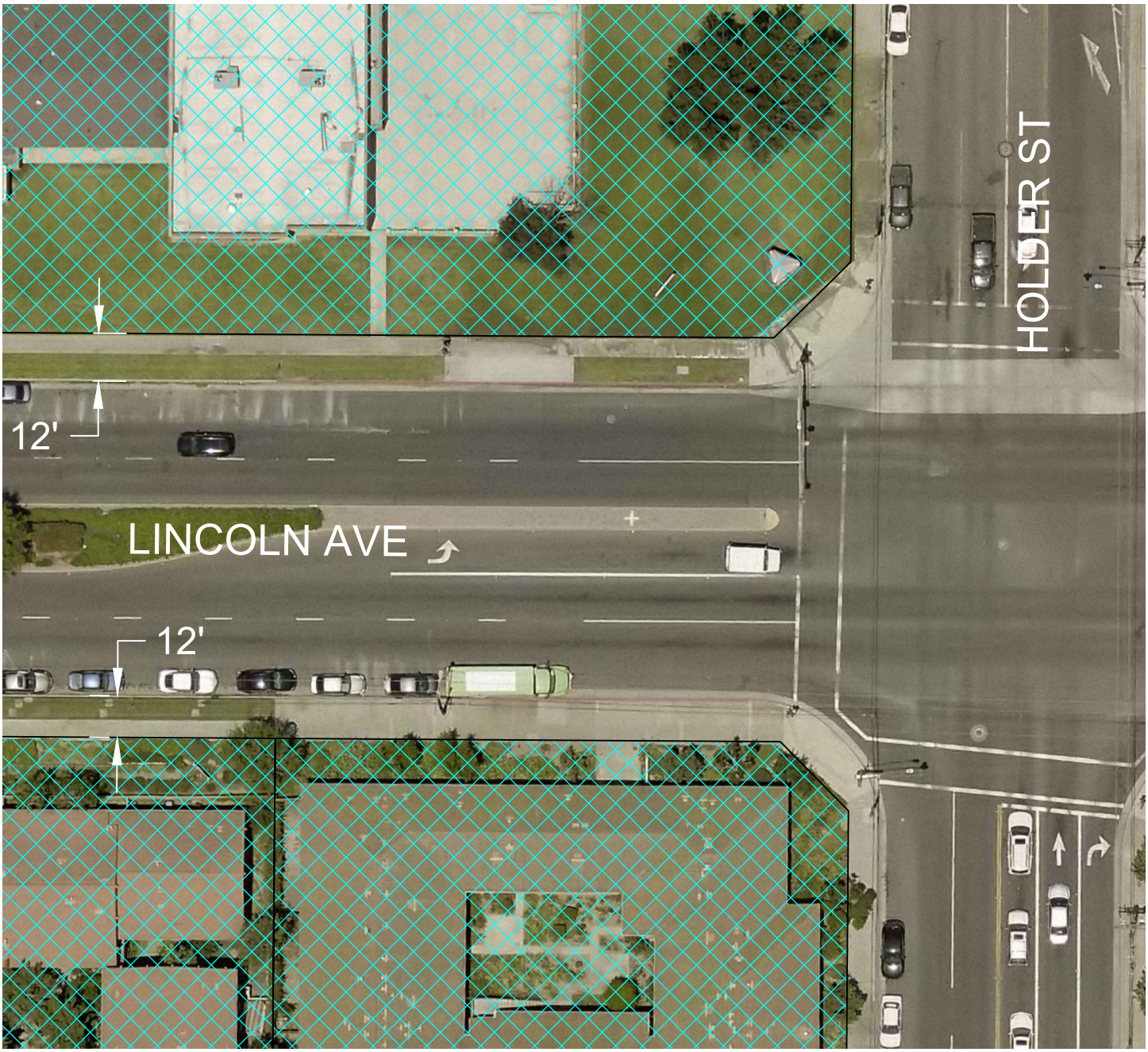
City of BUENA PARK

RIGHT-OF-WAY ON
KNOTT AVE NORTH OF LINCOLN AVE

SCALE: 1" = 50' | DRAWING NO. N/A

SHEET 2 OF 2

G:\For City Clerk\ROW Maps\ROW Map.dwg



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ADRIA M. JIMENEZ, MMC CITY CLERK	

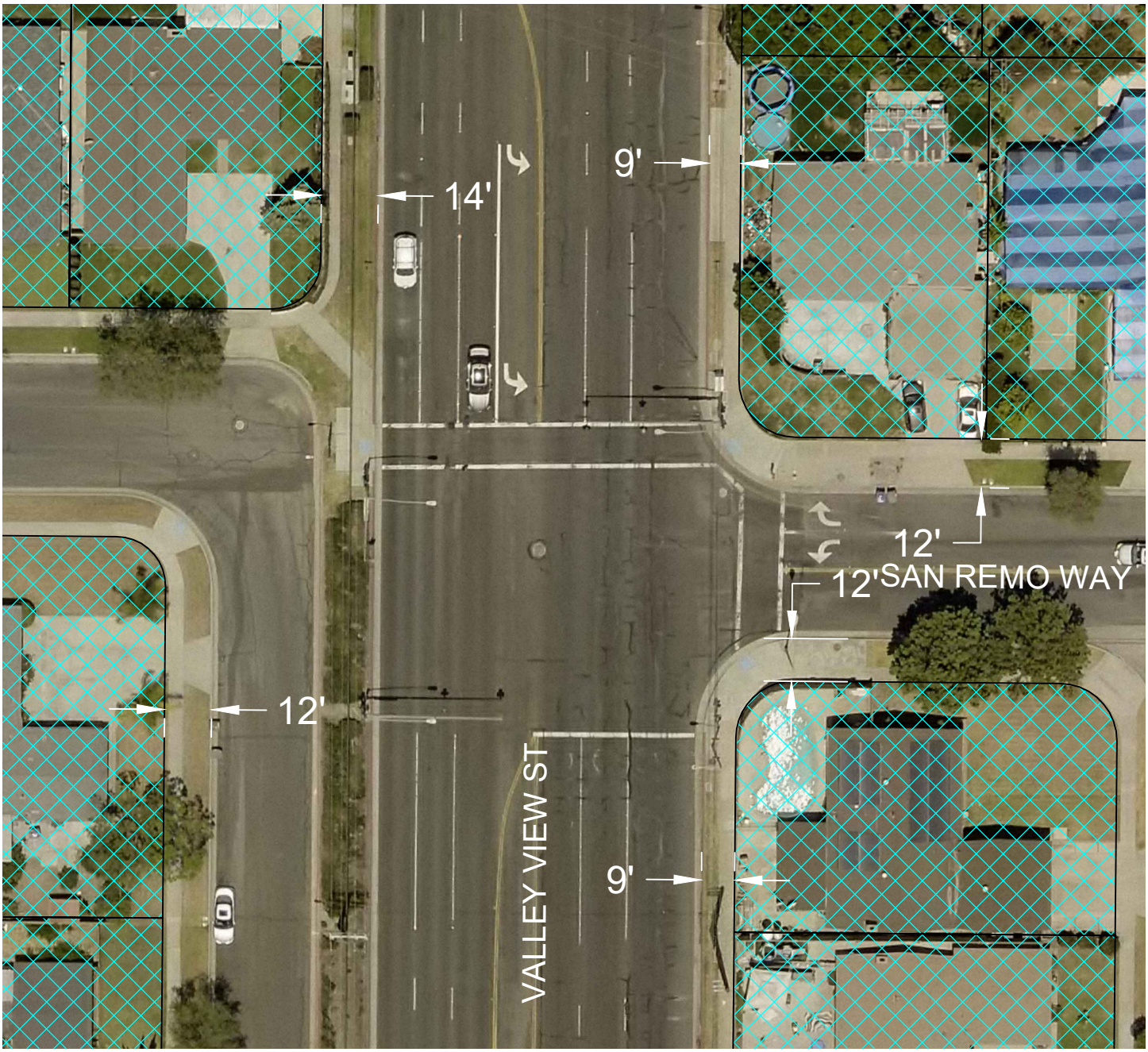
SHEET 1 OF 1

City of BUENA PARK

LINCOLN AVENUE WEST OF HOLDER STREET

SCALE: 1" = 40'	DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg



: INDICATES A PRIVATELY OWNED PARCEL

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NORM WRAY	09/26/22
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	

SHEET 1 OF 1

City of BUENA PARK

INTERSECTION OF

VALLEY VIEW ST AT SAN REMO WAY

SCALE: 1" = 40'

DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg



: INDICATES A PRIVATELY OWNED PARCEL

: INDICATES CALTRANS ROW

NOTES:

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SHEET 1 OF 1

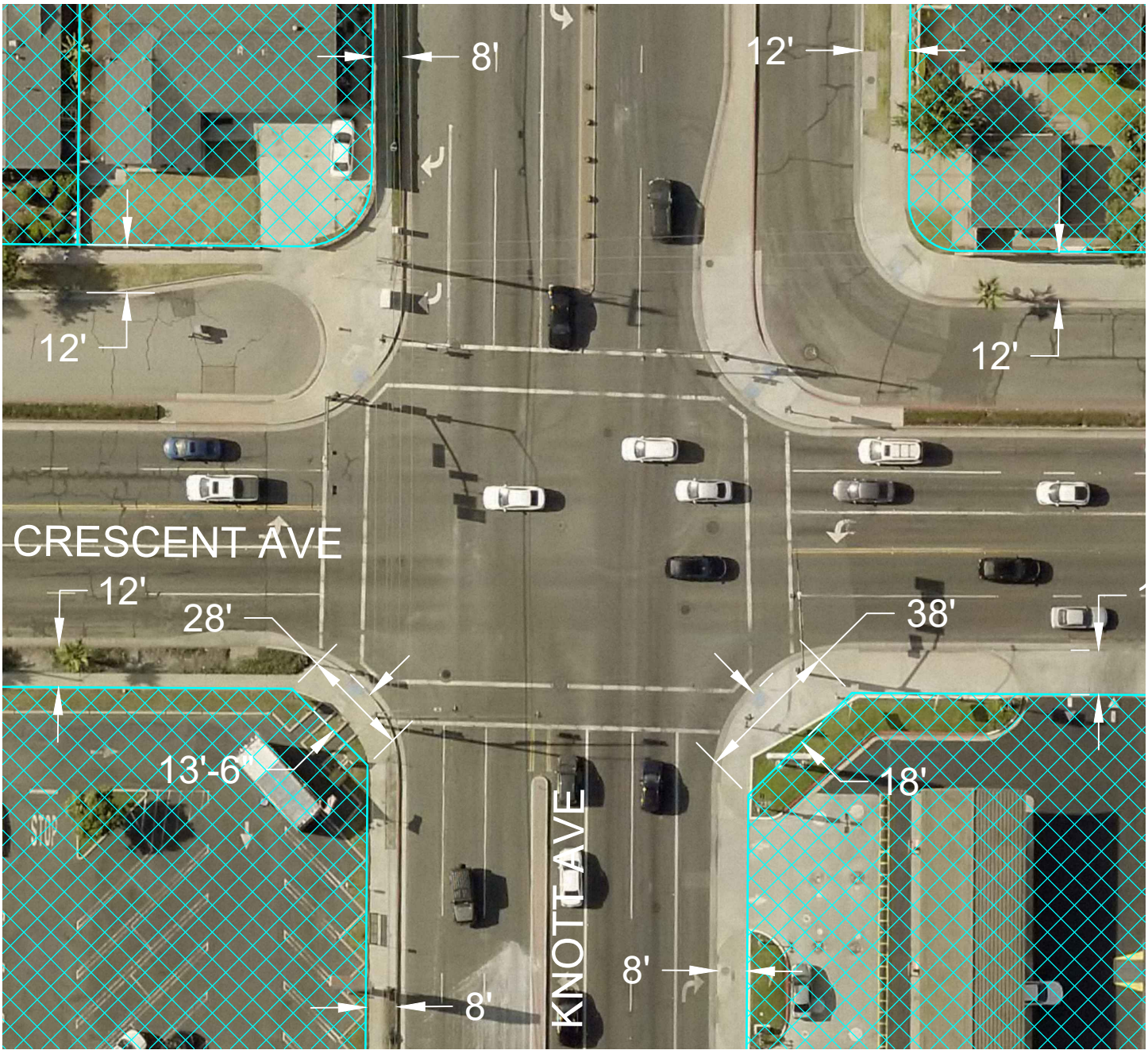
City of BUENA PARK

KNOTT AVENUE FROM

HOUSTON ST TO THE 91 FWY

SCALE: 1" = 100'	DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg



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NORM WRAY	09/26/22
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ADRIA M. JIMENEZ, MMC CITY CLERK	

SHEET 1 OF 1

City of BUENA PARK

INTERSECTION OF

KNOTT AVENUE & CRESCENT AVENUE

SCALE: 1" = 40'	DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg



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ADRIA M. JIMENEZ, MMC CITY CLERK	

SHEET 1 OF 1

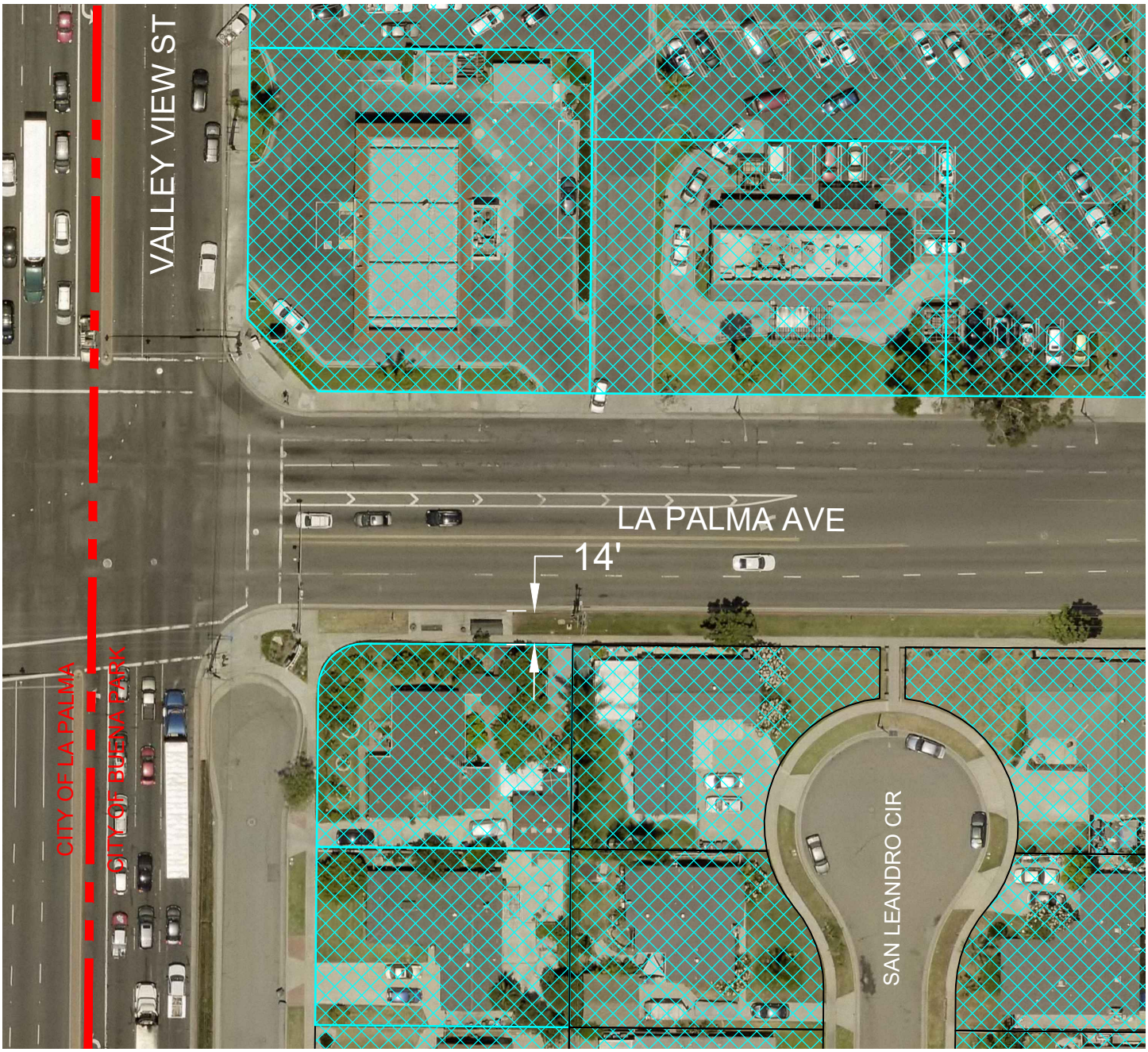
City of BUENA PARK

INTERSECTION OF

KNOTT AVENUE & MELROSE STREET

SCALE: 1" = 40'	DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg



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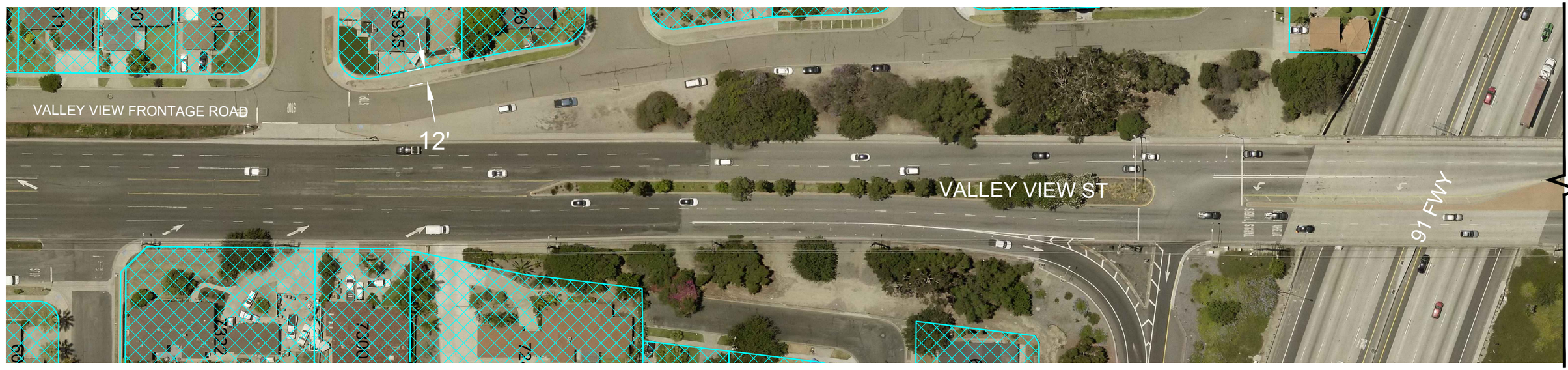
SHEET 1 OF 1

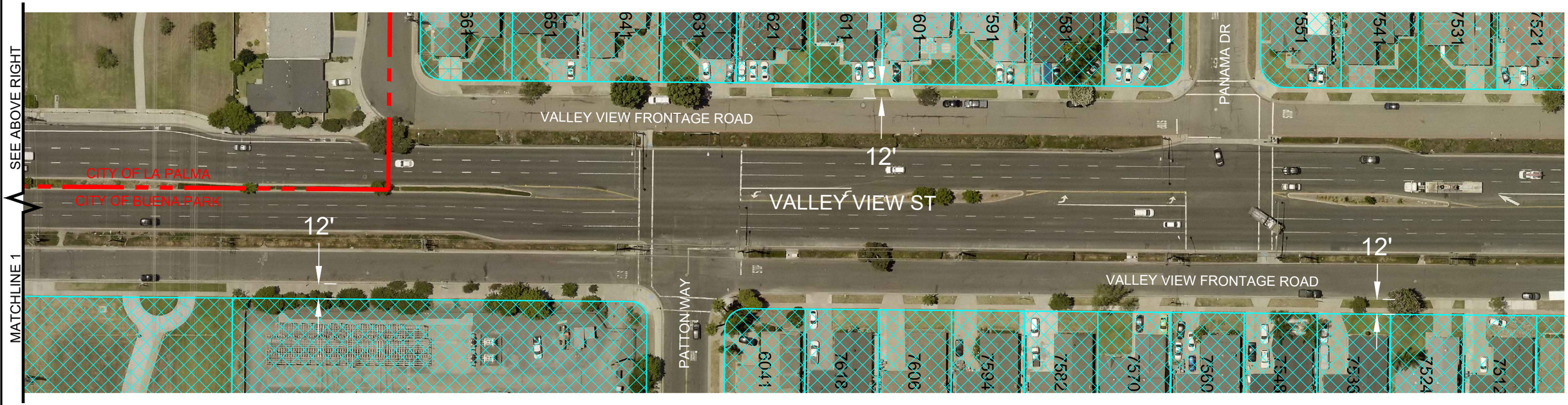
City of BUENA PARK

LA PALMA AVENUE FROM
VALLEY VIEW ST TO SAN LEANDRO CIR

SCALE: 1" = 60'	DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg





: INDICATES A PRIVATELY OWNED PARCEL

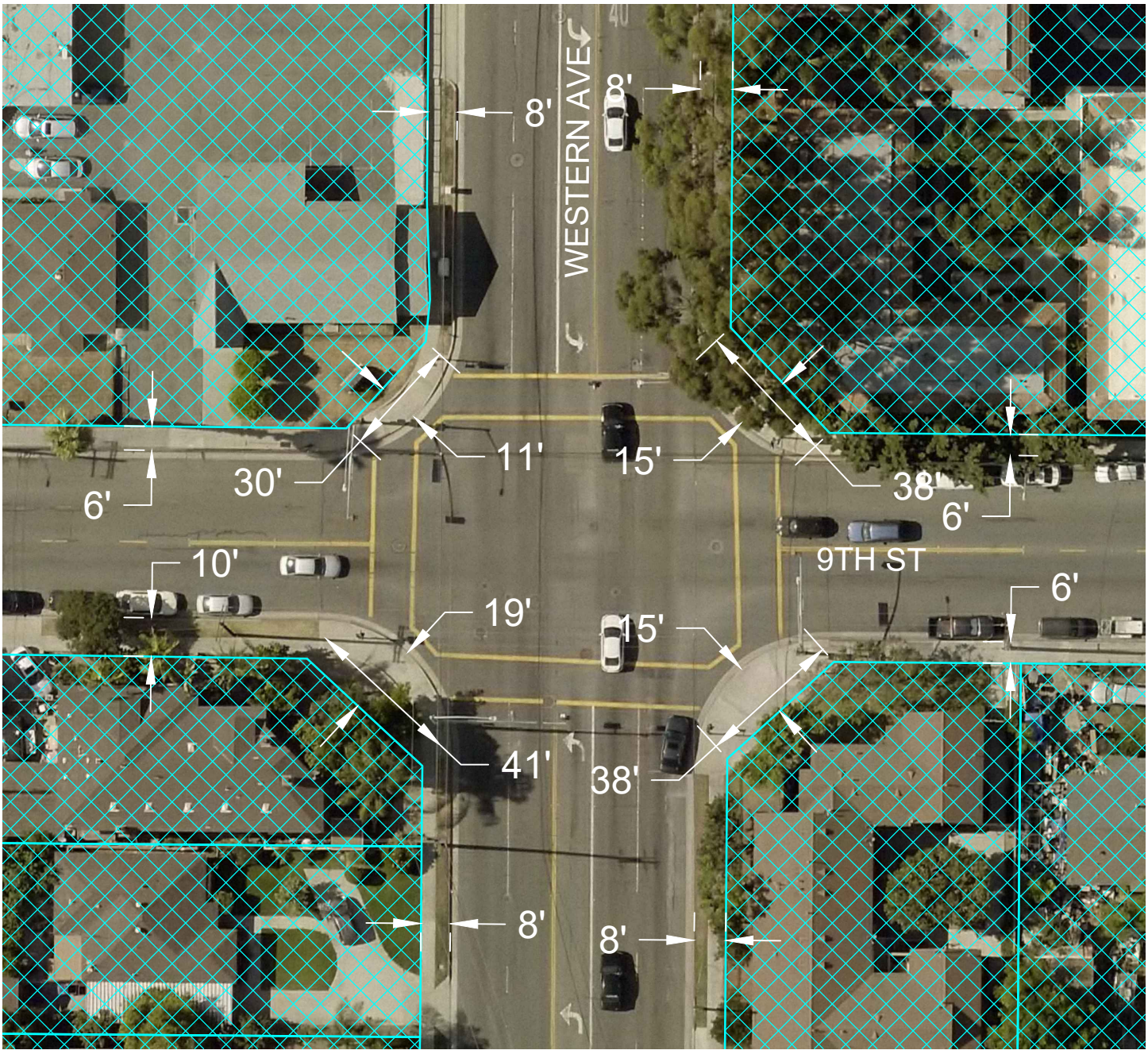
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City of BUENA PARK

RIGHT-OF-WAY ON
VALLEY VIEW ST AT THE 91 FWY

SCALE: 1" = 80' | DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg



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DRAWN BY:	DATE
NORM WRAY	02/13/24
APPROVED:	DATE
ADRIA M. JIMENEZ, MMC CITY CLERK	

SHEET 1 OF 1

City of BUENA PARK

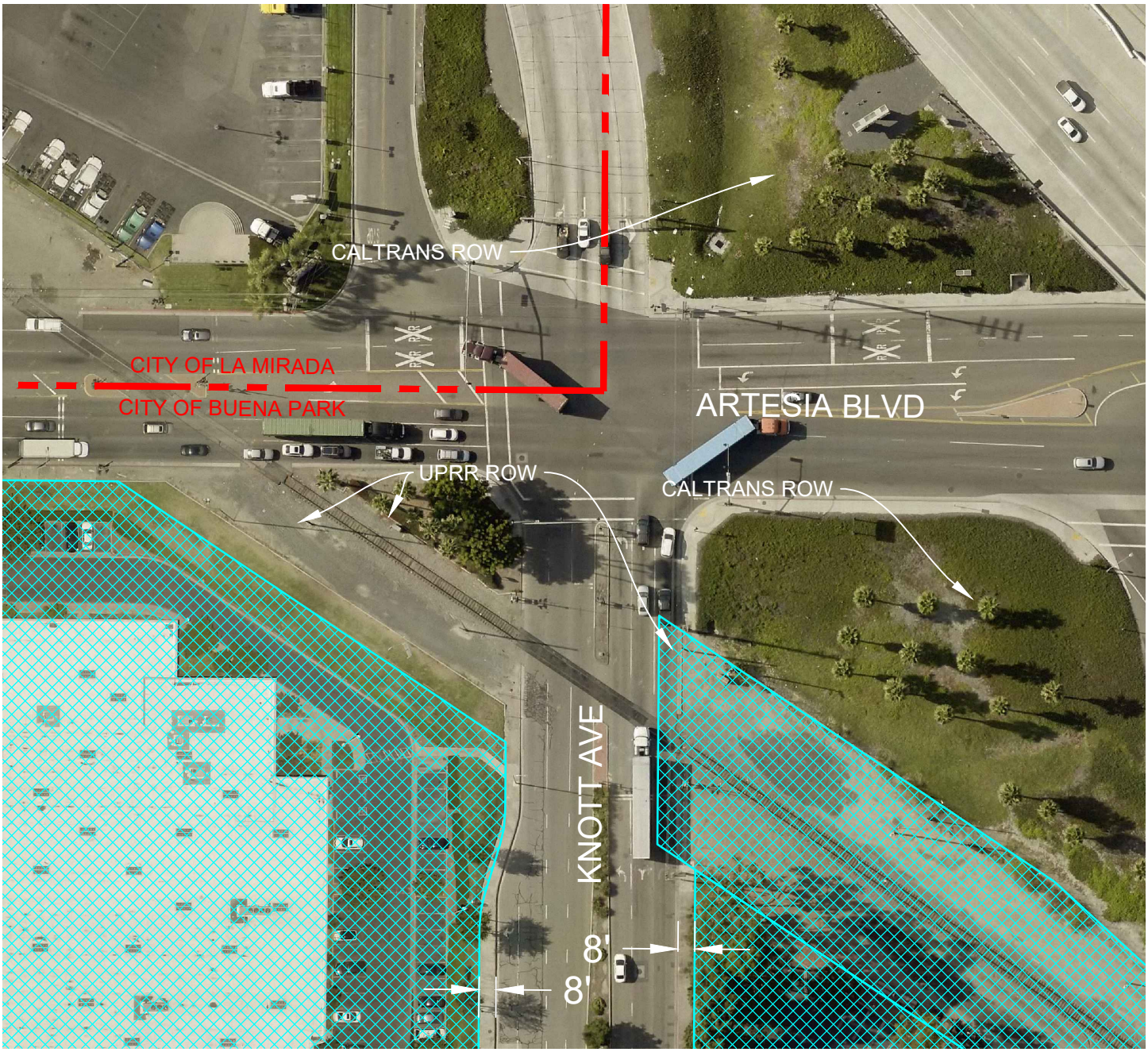
INTERSECTION OF

WESTERN AVENUE & 9TH STREET

SCALE: 1" = 40'

DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg



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ADRIA M. JIMENEZ, MMC CITY CLERK	

SHEET 1 OF 1

City of BUENA PARK

INTERSECTION OF

KNOTT AVE & ARTESIA BLVD

SCALE: 1" = 80' | DRAWING NO. N/A

G:\For City Clerk\ROW Maps\ROW Map.dwg

City of Buena Park

City Council Regular Meeting Agenda Report

DISCUSS AND PROVIDE DIRECTION ON THE CREATION OF THE "IF I WERE MAYOR" POSTER AND ESSAY CONTEST

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	STUDY SESSION Item: 9B
Presented By	**Prepared By**
Adria Jimenez, MMC, Director of Government and Community Relations/City Clerk	Adria Jimenez, City Clerk
Approved By	
Aaron France, City Manager	

DISCUSSION

At the City Council Meeting of May 28, 2024, Mayor Sonne calendared a "Chief of Staff" essay contest for City Council's consideration. The program has since developed into a, "If I Were Mayor" poster and essay contest with the following elements:

The theme is, "If I Were Mayor." The contest is open to all students, who are Buena Park residents, 6 to 18 years of age. The objective is to encourage students to creatively express their ideas on what they would do if they were the Mayor of Buena Park. Students must illustrate or write an idea using one of the following prompts:

1. *Describe a project you would undertake to make others want to help make Buena Park better.*
2. *What can you do to help Buena Park be a Greener City?*
3. *Why should young people be involved in their community?*

POSTER SUBMISSION GUIDELINES

One submission per student.

1. **Medium:** Any medium (i.e. crayons, markers, paints, chalks, etc.) can be used that can be translated onto a poster board.
2. **Poster Size:** Artwork must be 11"x17" and must be matted on matboard (no glass, 3-D or digital works accepted).
3. All work must be original and created by the student.
4. Artwork will be accepted through **Thursday, September 12, 2024, 6:00 p.m.**

Poster Judging Criteria:

- Creativity and originality
- Clarity in conveying ideas
- Artistic quality

- Relevance to the theme

ESSAY SUBMISSION GUIDELINES

One submission per student.

Length:

- Elementary School (Ages 6-10): 300 words maximum
- Middle School (Ages 11-14): 500 words maximum
- High School (Ages 15-18): 750 words maximum

Format:

- Essays must be original and written by the student.
- Middle school and high school submissions must be typed, double-spaced, using a 12-point font.
- Essays will be accepted through **Thursday, September 12, 2024, 6:00 p.m.**

Essay Judging Criteria:

- Originality and creativity of ideas
- Clarity and coherence of expression for age level
- Persuasiveness and depth of thought
- Grammar and writing quality

The Mayor will select two winners from each age group and category (poster/essay) for a total of six winners. Winners will be invited to attend the State of the City and sit at the Mayor's tables, along with one guest each. Information about the winners will be placed in the State of the City program. Artwork and essay submissions will be displayed in the foyer of the Community Services Department where they can be viewed by family and friends, no appointment necessary. Additionally, winners will be invited to participate in a "Day with the Mayor" where they will attend and participate in meetings with the Mayor and end the day with a luncheon in the Mayor's Garden. Cost for this program is estimated between $3,000 and $5,000 for supplies, tickets to State of the City, luncheon program, and contest prizes. Staff will reach out to local businesses for sponsorship opportunities as well.

Below is a tentative contest timeline.

June 25	Council Discuss Program (Study Session)
July 9	Council Approve Program and Budget Amendment
July 15 – September 10	Contest Promotion
September 12	Contest Submissions Deadline
September 13-September 20	Committee Review

September 23	Notify Winners
October 2	State of the City
October 10 (10 a.m. – 3 p.m.) (City Council Meeting Day)	Day with the Mayor Presentations

City of Buena Park

City Council Regular Meeting Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING A TRIP FROM SEOUNGBUK-GU, SOUTH KOREA TO BUENA PARK RELATED TO THE SISTER CITY PARTNERSHIP

Meeting	Agenda Group
Tuesday, June 25, 2024, 5:00 PM	STUDY SESSION Item: 9C

Presented By	Prepared By
Eddie Fenton, Assistant City Manager	Eddie Fenton, Assistant City Manager/Director of Human Resources

Approved By
Aaron France, City Manager

DISCUSSION

In the summer of 2017, the City entered into a formal Sister City arrangement with the District of Seongbuk-Gu, South Korea. To date, there have been several exchanges of delegations and students between the two cities over the years. In March 2023, the Buena Park Sister City Foundation hosted a delegation from Seongbuk-Gu. The delegation included ten (10) high school students from Korea. The City welcomed the delegation and assisted with the coordination of the visit. Later, the City received an invitation from the Mayor of the District of Seongbuk-gu to visit their City. In March of 2024, a delegation from Buena Park traveled to Seongbuk-gu, including elected officials, City staff, eight (8) Buena Park High School students, and members of the Buena Park Sister City Foundation.

In April of 2024, Mayor Lee Seung-ro of Seongbuk-Gu sent a formal request for a delegation of twelve (12) students from Seongbuk-Gu to visit Buena Park. Staff has discussed the invitation with members of the Sister City Foundation and have identified the dates of September 21, 2024 to September 28, 2024 as the most feasible date to visit Buena Park. Past practice has been for the visiting City to cover airfare costs to the host City. Once there, the host city typically provides all other accommodations (i.e. hotel and transportation) for the delegation.

Staff recommends the City Council review, discuss, and provide direction regarding the Sister City program for next fiscal year and consider accepting or declining the request to visit Buena Park in September 2024.

Attachments

Letter of Intent to Visit the City of Buena Park.pdf

sb SEONGBUK

P.O. 02848, 168 Bomunro,
Seongbuk-gu, Seoul, Republic of Korea

Date: April 2024

6650 Beach Blvd, Buena Park, CA 90621 USA

The Honorable Mayor of Buena Park, CA, USA

Letter of Intent to Visit the City of Buena Park, CA, USA

Greetings from Seongbuk-gu district, Seoul, South Korea.

On behalf of the residents of Seongbuk-gu, I would like to extend my deepest gratitude to Mayor Susan Sonne for the efforts in fostering continued exchange and cooperation between the city of Buena Park and Seongbuk-gu.

In last March, Mayor Susan Sonne, Deputy Mayor Joyce Ahn, and officials from Buena Park, along with youth representatives, visited Seongbuk-gu. We sincerely appreciate your visit, which provided an opportunity for mutual benchmarking and understanding through introductions to our excellent administration, institution visits, Korean cultural experiences, and visits to Seoul's landmarks.

As a result, **in September of this year, twelve youth representatives from Seongbuk-gu will visit Buena Park.** We hope that this meeting between our district's youth and those of Buena Park will provide an opportunity to broaden their international perspectives through cultural exchange.
Furthermore, we hope that youth from Buena Park will also visit Seongbuk-gu in the future, enabling continuous exchange with our district's youth.
Wishing you good health, Mayor, and happiness and peace for the citizens of Buena Park.

Sincerely yours,

Seung-ro LEE
The Mayor of Seongbuk-gu,
Seoul, South Korea