

**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 22<sup>nd</sup> 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:

<u>County</u> OC Community Resources Housing and Community Development and Homeless Services 1300 S. Grand Ave., Bldg. B, 3 <sup>rd</sup> Floor Santa Ana, CA 92705-4407 Attention: Program Manager	<u>City</u> City of Buena Park 6650 Beach Blvd. Buena Park, CA 90621-2905 Attention: City Manager
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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: \_\_\_\_\_  
Dylan Wright, Director  
OC Community Resources

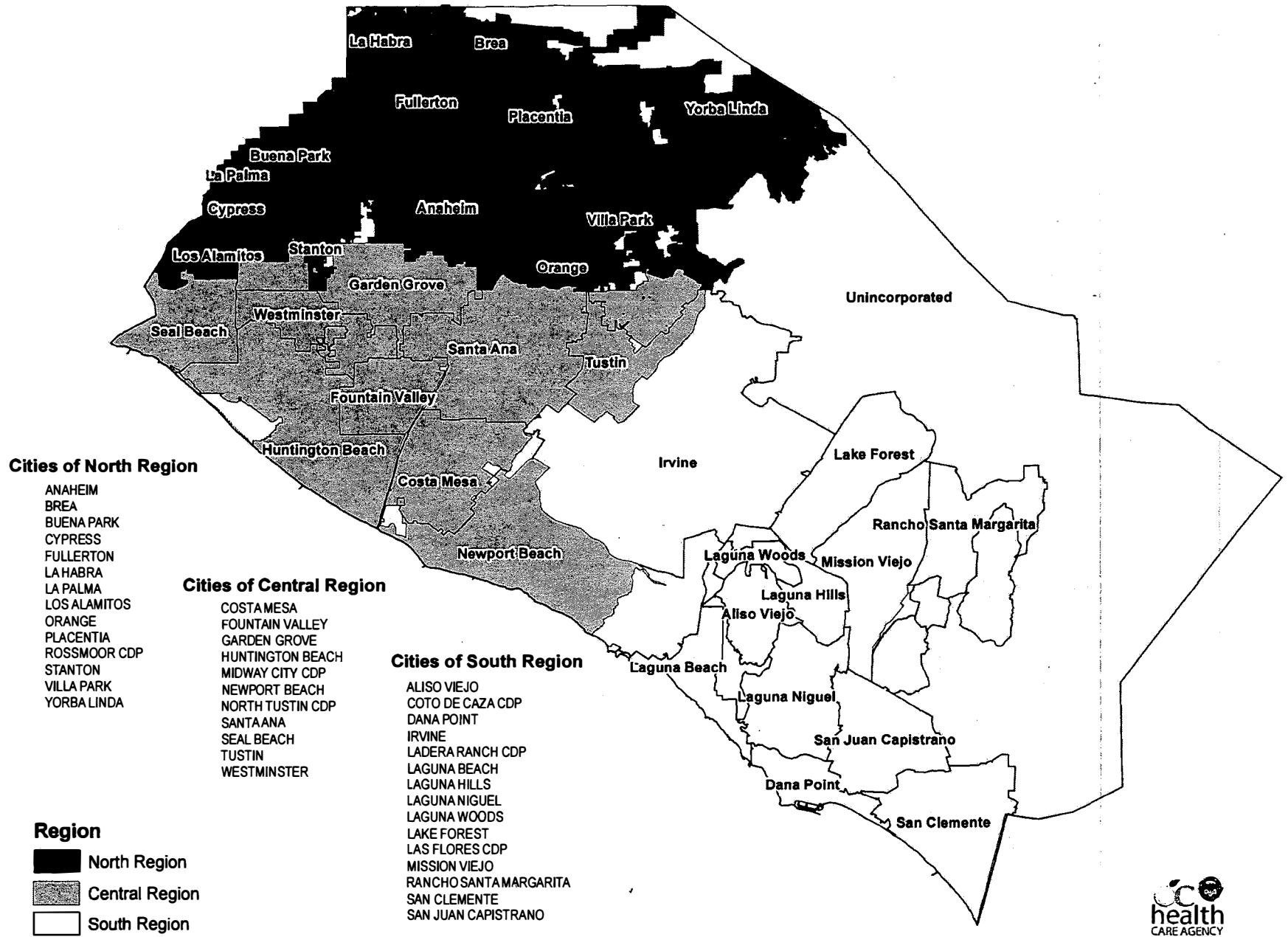
Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Deputy County Counsel

Dated: 4/18/19

# SERVICE PLANNING AREAS





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.  
3<sup>rd</sup> 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](mailto:daniel.castillo@bcsh.ca.gov).

Sincerely,

A handwritten signature in black ink that reads "Alexis Podesta". The signature is written in a cursive style with a large initial "A".

Alexis Podesta, Secretary  
Business, Consumer Services and Housing Agency  
Council Chair

915 Capitol Mall, Suite 350-A | Sacramento, CA 95814 | (916) 653-4090  
[www.bcsh.ca.gov/hcfc](http://www.bcsh.ca.gov/hcfc)



# 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.  
3<sup>rd</sup> 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

915 Capitol Mall, Suite 350-A | Sacramento, CA 95814 | (916) 653-4090  
[www.bcsb.ca.gov/hcfc](http://www.bcsb.ca.gov/hcfc)

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](mailto:Daniel.Castillo@bcsh.ca.gov) or our Local Government Liaison, Lahela Mattox, at (916) 651-2770 or [Lahela.Mattox@bcsh.ca.gov](mailto:Lahela.Mattox@bcsh.ca.gov) if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,



Daniel Castillo  
Grant Manager

Exhibit 2

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>18-HEAP-00026</b>
REGISTRATION NUMBER <b>CA-602</b>

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**

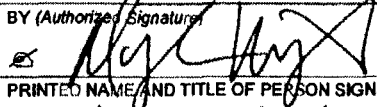
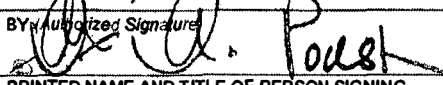
CONTRACTOR'S NAME

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
<b>TOTAL NUMBER OF PAGES ATTACHED:</b>	<b>16</b>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
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, OCWA		
ADDRESS 333 West Santa Ana Blvd Fl. 3, Santa Ana, California, 92706		
STATE OF CALIFORNIA		
AGENCY NAME <b>BUSINESS, CONSUMERS SERVICES AND HOUSING AGENCY</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12/20/18	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Alexis Podesta, Secretary Business, Consumer Services and Housing Agency</b>		
ADDRESS <b>915 Capitol Mall, Suite 350-A, Sacramento, CA 95814</b>		
		<input type="checkbox"/> Exempt per:

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>18-HEAP-00026</b>
REGISTRATION NUMBER <b>CA-602</b>

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**

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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
<b>TOTAL NUMBER OF PAGES ATTACHED:</b>	<b>16</b>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
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, OCOR		
ADDRESS 333 West Santa Ana Blvd Fl. 3, Santa Ana, California, 92706		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>BUSINESS, CONSUMERS SERVICES AND HOUSING AGENCY</b>		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12/20/18	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Alexis Podesta, Secretary Business, Consumer Services and Housing Agency</b>		
ADDRESS <b>915 Capitol Mall, Suite 350-A, Sacramento, CA 95814</b>		



## Exhibit 2

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>18-HEAP-00026</b>
REGISTRATION NUMBER <b>CA-602</b>

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
<b>TOTAL NUMBER OF PAGES ATTACHED:</b>	<b>16</b>

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<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
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		
<b>STATE OF CALIFORNIA</b>		
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		
		<input type="checkbox"/> Exempt per:

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

Exhibit 2

AGREEMENT NUMBER

**18-HEAP-00026**

REGISTRATION NUMBER

**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


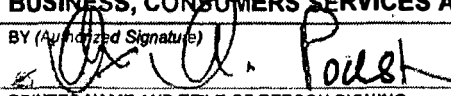
2. The term of this Agreement is: Upon BCSH Approval through 10/31/2021

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.

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Exhibit B - Budget Detail and Payment Provisions	3
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Exhibit D - Special Terms and Conditions	1
<b>TOTAL NUMBER OF PAGES ATTACHED:</b>	<b>16</b>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
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) 1/17/19	
PRINTED NAME AND TITLE OF PERSON SIGNING Dylan Wright, Director, OCUR		
ADDRESS 333 West Santa Ana Blvd Fl. 3, Santa Ana, California, 92706		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>BUSINESS, CONSUMERS SERVICES AND HOUSING AGENCY</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12/20/18	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Alexis Podesta, Secretary Business, Consumer Services and Housing Agency</b>		
ADDRESS <b>915 Capitol Mall, Suite 350-A, Sacramento, CA 95814</b>		
		<input type="checkbox"/> 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:



**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 (3 <sup>rd</sup> 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
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**C. Rental Assistance or Subsidies:**

County of Orange	\$ 441,519.00
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**D. Homeless Youth Set-Aside:**

County of Orange	\$ 778,435.78
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**E. Administrative Costs:**

County of Orange	\$ 508,761.87
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**F. Other:**

	\$ 0.00
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**Total HEAP Award Amount:**

County of Orange	\$15,568,715.65
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**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



## Exhibit 2

County of Orange  
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**Standard Agreement  
EXHIBIT B**

- C. Any other documents, certifications, or evidence requested by Agency as part of the HEAP application.

**3. Expenditure of Funds**

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statutes. Health and Safety Code Sections 50214 and 50215 mandate the following:

- A. No more than five (5) percent of HEAP funds may be used for administrative costs related to the execution of eligible activities.
- B. No less than five (5) percent of HEAP funds shall be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness.
- C. No less than 50 percent of HEAP funds shall be contractually obligated by January 1, 2020.
- D. One hundred percent of HEAP funds shall be expended by June 30, 2021.
- E. Any funds not expended by June 30, 2021 shall be returned to Agency and will revert to the General Fund.

Homeless Coordinating and Financing Council ("Council") staff will provide ongoing technical assistance and training to support Contractors in successfully complying with these requirements and deadlines.

HEAP funds may not be obligated and expended prior to the effective date of this Agreement or prior to Contractor's receipt of HEAP funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other relevant provisions established under SB 850, the NOFA, and this Agreement.

**4. Disbursement of Funds**

HEAP funds will be disbursed to the Contractor upon receipt, review and approval of the completed RFF by Agency, which will then forward the RFF to the State Controller's Office ("SCO") for a check to be issued. The RFF must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HEAP funds will be disbursed in a single allocation once the RFF has been received by the SCO.

**5. Budget Changes**

After the effective date of this Agreement, the Contractor agrees that no changes shall be made to the Contractor's HEAP budget, funded homeless service providers ("subrecipients"), or eligible activities listed in the RFF without first obtaining approval from Agency. Any changes to this Agreement must be requested by the Contractor in

## Exhibit 2

County of Orange  
18-HEAP-00026  
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**Standard Agreement  
EXHIBIT B**

writing through submission of a Change Request Form. Changes must be approved in writing by Agency.

**6. Ineligible Costs**

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214.

Agency reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If the Contractor or its funded subrecipients use HEAP funds to pay for ineligible activities, the Contractor shall be required to reimburse these funds to Agency.

- A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Contractor.
- B. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are included in the approved RFF or are approved in writing by Agency prior to the expenditure of funds for those activities.
- C. Agency, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.
- D. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

**7. Administrative Costs**

The Contractor must comply with Health and Safety Code Section 50214, which limits administrative costs related to the execution of eligible activities to no more than five percent of HEAP funds. For purposes of this Program, "administrative costs" does not include staff costs directly related to carrying out the eligible activities described in Paragraph 1 of this Exhibit.



**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.

## Exhibit 2

County of Orange  
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**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 section 12990 (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.



Exhibit 2

County of Orange  
18-HEAP-00026  
Page 9 of 9

**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.

Exhibit 2

County of Orange  
18-HEAP-00026  
Page 1 of 1

**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

Homeless Emergency Aid Program  
NOFA Date: 09/05/2018

Contractor's Initials 



BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
 HOMELESS COORDINATING AND FINANCING COUNCIL (REV 8/18)  
 915 Capitol Mall, Suite 350-A  
 Sacramento, CA 95814  
 Phone: (916) 657-4090  
 Fax: (916) 657-3815

## HOMELESS EMERGENCY AID PROGRAM REQUEST FOR FUNDS FORM

Contract Number	18-HEAP-00026	Expiration Date:	10/31/2021
Invoice Number	18-HEAP-00026	Contact Person:	Natalie Wieckert
Grantee Name:	County of Orange	Contact Person Title:	Staff Specialist
Address:	333 West Santa Ana Blvd Fir. 3	E-mail:	natalie.wieckert3@ocgov.com
City:	Santa Ana	Phone No.:	(714) 834-3754
State & Zip:	CA 92706		

### HOMELESS EMERGENCY AID EXPENDITURES BREAKDOWN

BUDGET BREAKDOWN		
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
<b>TOTAL:</b>	<b>\$15,568,715.65</b>	

#### CERTIFICATION

*\*By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HEAP Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Dylan Wright	1/8/19
Name of Authorized Person	Date:
	1/8/19
Signature of Authorized Person	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



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	<input type="text" value="COUNTY OF ORANGE"/>		
Remit-To Address (Street or PO Box)	<input type="text" value="PO BOX 567"/>		
City	<input type="text" value="SANTA ANA"/>	State <input type="text" value="CA"/>	Zip Code+4 <input type="text" value="92702"/>
Government Type:	<input type="checkbox"/> City	<input checked="" type="checkbox"/> County	Federal Employer Identification Number (FEIN) <input type="text" value="956000928"/>
	<input type="checkbox"/> Special District	<input type="checkbox"/> Federal	
	<input type="checkbox"/> Other (Specify) <input type="text"/>		

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	<input type="text" value="OC Community Resources"/>	Complete Address	<input type="text" value="1300 South Grand Ave. Building B&lt;br/&gt;Santa Ana, CA 92705-4407"/>
Dept/Division/Unit Name	<input type="text" value="OC Community Resources"/>	Complete Address	<input type="text" value="1770 N Broadway&lt;br/&gt;Santa Ana, CA 92706-2806"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>

Contact Person	<input type="text" value="Chris Nelson"/>	Title	<input type="text" value="Admin Manager I"/>
Phone number	<input type="text" value="714-834-2479"/>	E-mail address	<input type="text" value="Chris.Nelson@ac.ocgov.com"/>
Signature	<input type="text" value="Chris Nelson"/>	Date	<input type="text" value="11/21/2019"/>



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](mailto:Lahela.Mattox@bcsh.ca.gov) if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

A handwritten signature in black ink that reads "Alexis Podesta".

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

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
18-HEAP-00026	1
REGISTRATION NUMBER	
CA-602	

- 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
- The term of this Agreement is Upon BCSH Approval through 10/31/2021
- The maximum amount of this Agreement after this amendment is: \$15,568,715.65
- 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.

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of Orange</u>		
BY (Authorized Signature) <u>ES</u>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS <u>333 West Santa Ana Blvd Fl. 3</u> <u>Santa Ana, CA 92706</u>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <u>BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY</u>		
BY (Authorized Signature) <u>Alexis Podesta</u>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Alexis Podesta, Secretary</u> <u>Business, Consumer Services and Housing Agency</u>		
ADDRESS <u>915 Capitol Mall, Suite 350-A, Sacramento, CA 95814</u>		

Exempt per:

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD 213 A (Rev 6/03)

Exhibit 3

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER <b>18-HEAP-00026</b>	AMENDMENT NUMBER <b>1</b>
REGISTRATION NUMBER <b>CA-602</b>	

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Business, Consumer Services and Housing Agency  
 CONTRACTOR'S NAME  
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All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of Orange</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS <u>333 West Santa Ana Blvd Fl. 3</u> <u>Santa Ana, CA 92706</u>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <u>BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY</u>		<input type="checkbox"/> Exempt per.
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Alexis Podesta, Secretary</u> <u>Business, Consumer Services and Housing Agency</u>		
ADDRESS <u>915 Capitol Mall, Suite 350-A, Sacramento, CA 95814</u>		

**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:	<u>\$ 00.00</u>
Total HEAP Award Amount:	<b>\$15,568,715.65</b>



# 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  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

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, 3<sup>rd</sup> 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, 3<sup>rd</sup> 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 \_\_\_\_\_

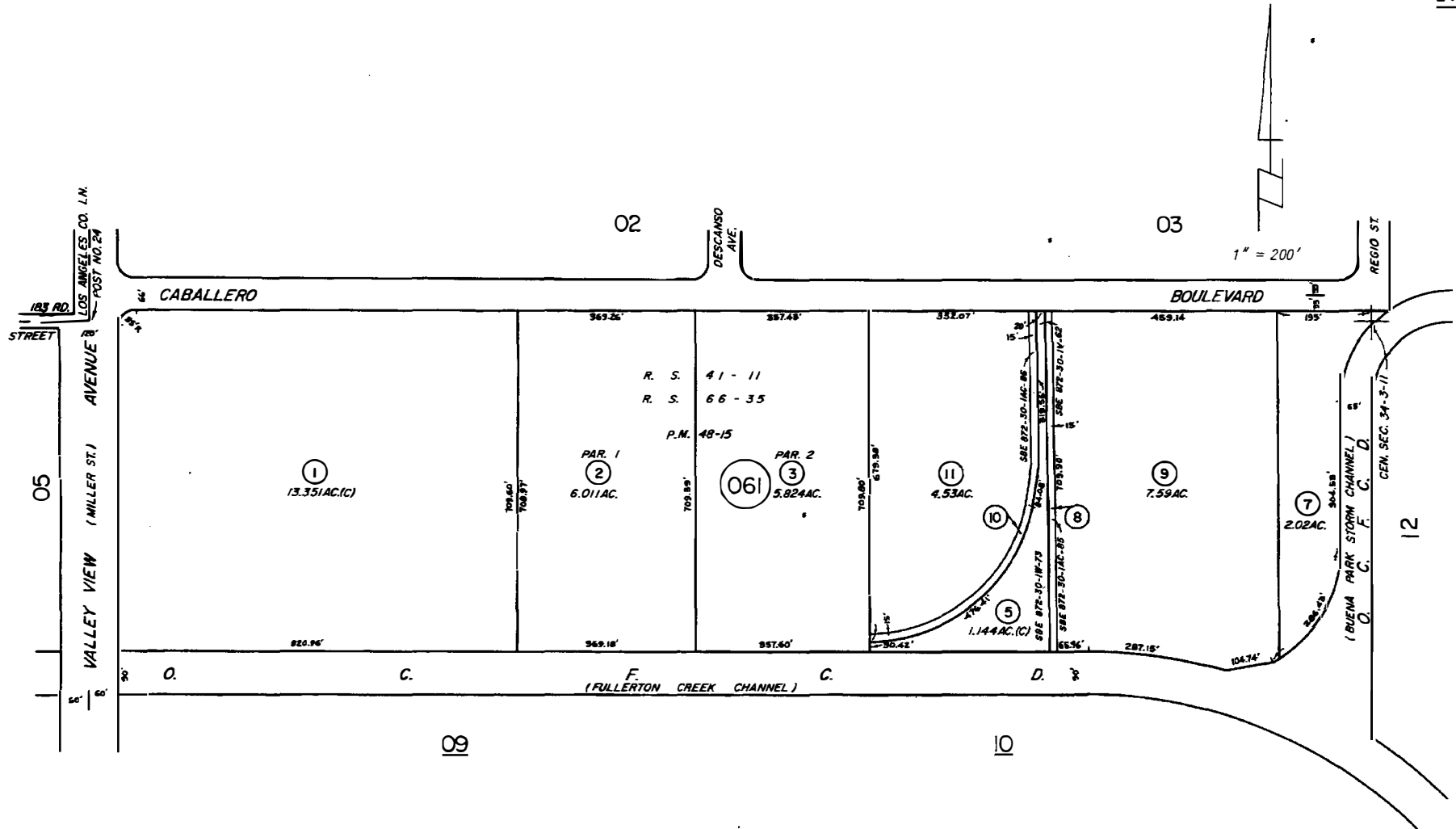
(Seal)

trac

**Exhibit A**  
**Legal Description of the Property**

POR. W 1/2. SEC. 34. T.3 S. R 11 W

276-06



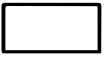
MARCH 1974

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



Mail to: *Marguerite J. Connor 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:

*J.P. 55 11/11/64*

Grantor hereby grants to Grantee the following described real  
property:

PARCEL 1:

*J.P. 55 11/11/64*

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 undedi-  
cated street, shown as Caballero Boulevard on last said  
map) 195.66 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 undedi-  
cated 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, re-  
corded June 18, 1957, in Book 3945, Page 523, of Official  
Records, in the Office of said Recorder; thence south-  
westerly 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;

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BOOK 7030 PAGE 306

thence South  $89^{\circ}39'57''$  West, along last said northerly line, 3.21 feet to a point in the easterly line of the southwest quarter; thence South  $0^{\circ}24'47''$  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  $12^{\circ}09'33''$  (a radial line to said curve at last mentioned point bears South  $33^{\circ}54'32''$  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  $0^{\circ}24'47''$  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  $0^{\circ}30'05''$  West, along the easterly line of said northeast quarter; a distance of 335.58 feet; thence North  $47^{\circ}16'05''$  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  $0^{\circ}30'05''$  East, along said parallel line, 133.33 feet; thence South  $29^{\circ}56'00''$  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  $89^{\circ}29'55''$  West; thence southwesterly along the arc of said curve, through a central angle of  $90^{\circ}10'48''$ , 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  $89^{\circ}40'43''$  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

-2-

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BOOK 7030 PAGE 307

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,

*[Signature]*  
VICE PRESIDENT  
*[Signature]*  
Assistant Secretary

STATE OF CALIFORNIA,  
City and County of San Francisco

On this 31st day of DECEMBER in the year One Thousand Nine Hundred and Sixty Three  
before me, H. G. RUMM, JR., a Notary Public in and for the City and County of San Francisco, State of California, personally appeared  
(66 Market St.)

H. J. Walker  
T. E. Ryan  
Vice President  
Assistant Secretary

of the corporation described in and they executed the within instrument, and due notice to me to be the person who executed it on behalf of the corporation, their names and full 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.

My Commission Expires June 24, 1967.



RECORDED AT REQUEST OF  
CITY OF ORANGE PARK  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.  
9:30 AM MAY 4 1964  
RUBY McFARLAND, County Recorder

FREE

DOC. NO. 0-548

DOC. NO. 0-548

MAY 4 1964

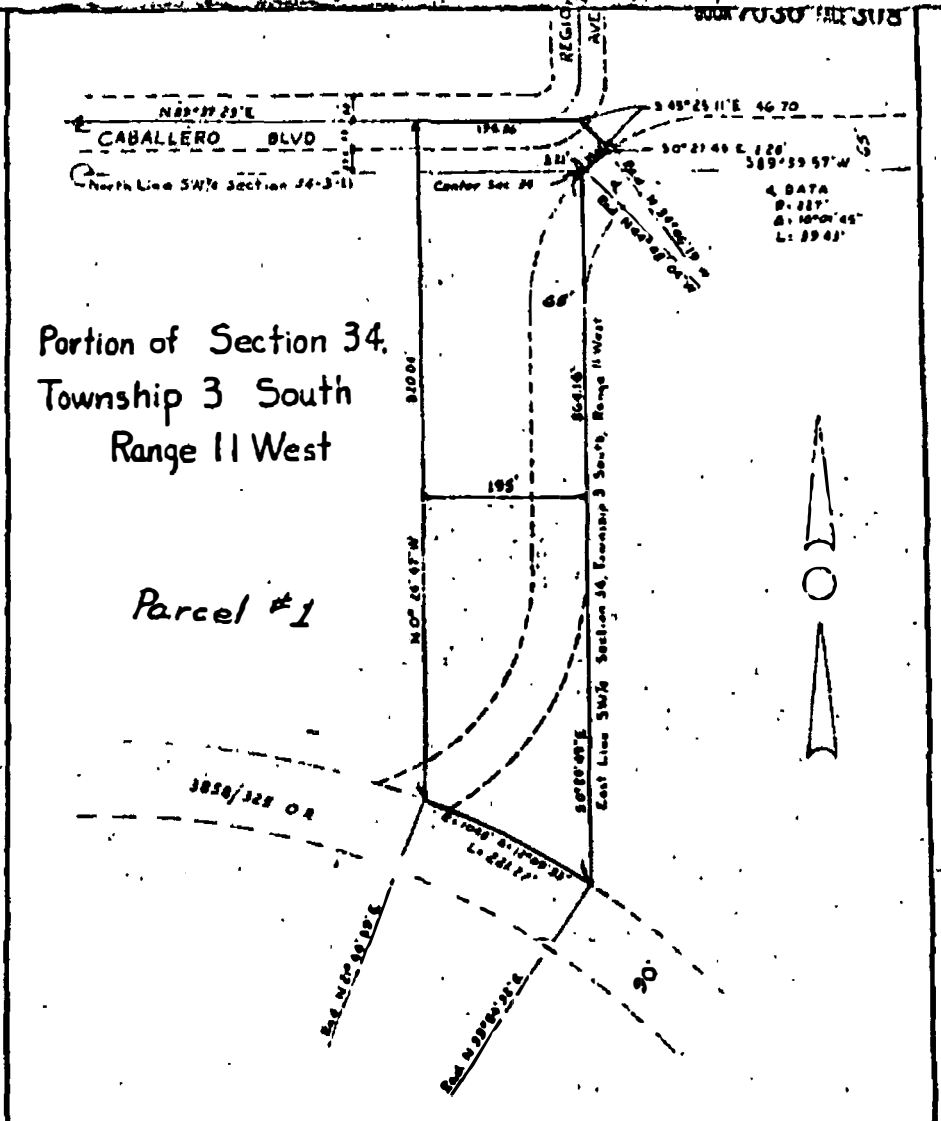
2234

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Attachment B

Portion of Section 34,  
Township 3 South  
Range 11 West

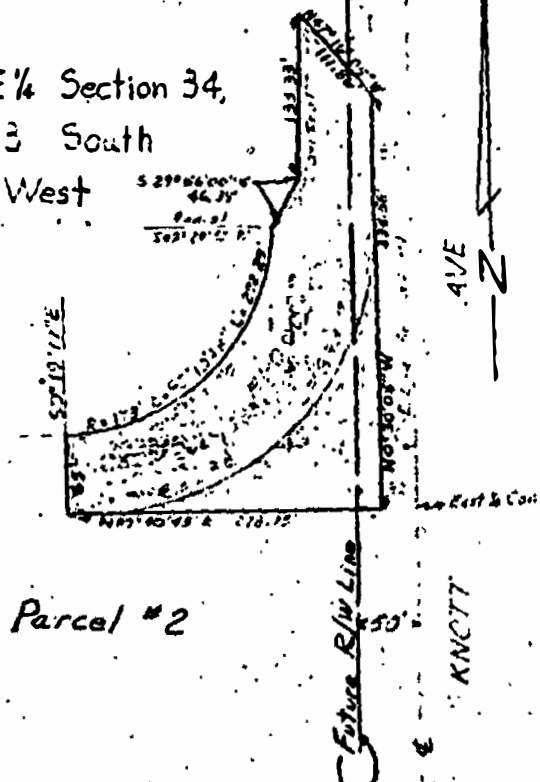
Parcel #1



DRAWN JA	SOUTHERN PACIFIC CO.	DATE 4-22-66
CHECKED		SCALE 1"=150'
APP.		REVISED
DEPT. Publ. Works	CITY OF BUENA PARK	DWG NO. GD105

DOC. NO. *0-548*

Portion NE 1/4 Section 34,  
Township 3 South  
Range 11 West



Parcel #2

DRAWN	WELL SITE	DATE 5-12-64
CHECKED E.S.	SOUTHERN PACIFIC CO.	SCALE 1" = 20'
APPR. D.B.		REVISED 8-22-64
DIST. 24.1/1000 ADJ. SEC	CITY OF BUENA PARK	DOC. NO. GD 102
		DOC. NO. B.547

DOC. NO. B.548



## 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 3.147 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  $89^{\circ} 37' 23''$  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 Regie Avenue on said map recorded in Book 66, Page 35, Records of Surveys); thence South  $45^{\circ} 25' 11''$  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 Regie Avenue); thence South  $0^{\circ} 27' 45''$  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  $10^{\circ} 01' 45''$  (a radial line to said curve at last mentioned point bears South  $34^{\circ} 46' 19''$  East) an arc distance of 39.43 feet to a point in said northerly line of the southeast quarter of Section 34; thence South  $89^{\circ} 39' 37''$  West, along last said northerly line, 3.21 feet to a point in the easterly line of the southwest quarter; thence South  $0^{\circ} 26' 47''$  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 southwesterly along last said northerly boundary line on a curve concave to the southwest, having a radius of 1043 feet and a central angle of  $12^{\circ} 09' 33''$  (a radial line to said curve at last mentioned point bears South  $33^{\circ} 34' 32''$  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  $0^{\circ} 26' 47''$  West along last said parallel line, 830.04 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 31, 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  $0^{\circ}30'05''$  West, along the easterly line of said northeast quarter, a distance of 335.58 feet; thence North  $47^{\circ}16'05''$  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  $0^{\circ}30'05''$  East, along said parallel line, 133.33 feet; thence South  $29^{\circ}36'00''$  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  $89^{\circ}29'53''$  West; thence southwesterly along the arc of said curve, through a central angle of  $90^{\circ}10'48''$ , 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 3943, 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  $89^{\circ}40'43''$  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, 1943, 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; Soussan, Crenshaw, Davis, Thompson and Wishek  
 NAYS: 0 COUNCILMEN; None  
 ABSENT: 0 COUNCILMEN; None

*[Signature]*  
 Mayor of the City of Buena Park

*[Signature]*  
 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.

*[Signature]*  
 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, 1964  
 CITY CLERK OF THE CITY OF BUENA PARK, CALIFORNIA

*[Signature]*

DOC. NO. D-548