

**AGREEMENT BETWEEN THE CITY OF LAGUNA BEACH
AND THE COUNTY OF ORANGE
FOR THE REHABILITATION AND ADMINISTRATION OF A HOMELESS SHELTER**

THIS AGREEMENT #18-23-0059-HEAP ("Agreement") is made and entered into this 22nd day of January 2019 ("Effective Date"), by and between the City of Laguna Beach, with a DUNS #089135552, 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 for HEAP eligible capital improvements/renovations to the City's emergency homeless shelter located at 20652 Laguna Canyon Rd. Laguna Beach, California 92651 ("Alternative Sleeping Location") that has 45 beds for homeless shelter to serve the CoC's South Service Planning Area in Orange County, granting the City of Laguna Beach priority; and

WHEREAS, City owns and operates for this purpose a site located at 20652 Laguna Canyon Rd., in the City of Laguna Beach ("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 is awarded up to \$544,000 to allocate toward HEAP eligible capital improvements/renovation costs of the Site (the "Rehabilitation Funds").

WHEREAS, City and County now desire to enter into this Agreement to establish responsibilities for the improvements/renovation 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: South Service Planning Area

Exhibit 2: State Standard Agreement 18-HEAP-00026 and State Standard Agreement Amendment

Exhibit 3: Drug-Free Workplace Certification**I. REHABILITATION OF THE SITE**

1.1 City owns and operates the Site.

1.2 The City shall perform all HEAP eligible capital improvements/renovations to the Site and use the Rehabilitation Funds, in a manner consistent with the federal, state and local laws including but not limited to applicable procurement requirements and the requirements set forth in State Standard Agreement 18-HEAP-00026 attached hereto as Exhibit "2".

1.3 The City warrants that Rehabilitation 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 until at minimum June 30, 2021, and at minimum shall provide Services identified in this Agreement for the said duration. ("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.

2. COST SHARING BETWEEN THE PARTIES:

2.1 County shall provide up to Five Hundred Forty-Four Thousand dollars (\$544,000) (i.e. Rehabilitation Funds) toward HEAP eligible capital improvements/renovation costs of the Site. The eligibility of the capital improvement/renovations shall be determined pursuant to HEAP and all other applicable state, federal and local laws and regulations. County may not pay for any capital improvement/renovations that are not eligible under the HEAP or other applicable state and federal laws and regulations including the State Standard Agreement 18-HEAP-00026. City shall be

responsible for any HEAP eligible capital improvements/renovation costs of the Site in excess of the Rehabilitation 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/renovation project 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 until at minimum June 30, 2021.
- 2.5 In the event City ceases to operate the Site or fails to fulfill its responsibilities as defined under this Agreement for the Term of this Agreement, City shall return all or prorated amount of Rehabilitation Funds to the County based upon the number of months in which the Site, failed to operate or failed to meet the requirements set forth in 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 sixty (60) days of execution of this Agreement, City shall provide a timeline for the HEAP eligible capital improvements/renovation project of the Site with anticipated dates and milestones.
- 3.2 City shall provide monthly updates on the status of the capital improvements/renovation project of the Site until June 30, 2021, or sooner upon completion of the capital improvements/renovation project of the Site.
- 3.3 City shall, or procure a firm to, operate the Site as a year-round emergency homeless shelter 7 days a week, the overnight program from 5:00 pm through 10:00 am the following day and the pilot drop-in day program from 10:00am to 1:00pm. In the event the City procures a firm to operate the Site, City shall provide the County with the name of the firm, the model used for operation and the established eligibility criteria for entry into the emergency homeless shelter and shall procure the firm pursuant to requirements as set forth in applicable state and federal statutes and regulations.
- 3.4 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 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 45 shelter beds at the Site to serve those experiencing homelessness in the South Service Planning Area in Orange County, granting the City of Laguna Beach priority, as defined in Exhibit "1," which includes all unincorporated County areas within the boundaries of the South Service Planning Area and any unincorporated areas immediately adjacent to the boundaries of the South Service Planning Area as depicted on Exhibit "1".
 - 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 7 days a week from 5:00 pm through 10:00 am the following day for the night program and 10:00 am to 1:00 pm for the pilot drop – in day program.
 - 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.
 - 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 any other additional services as deemed necessary by the County, State or Federal Government 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, 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 Rehabilitation 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/renovations, 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 delivery of the Funds to the City pursuant to 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/renovations, 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 rd Floor Santa Ana, CA 92705-4407 Attention: Program Manager	<u>City</u> City of Laguna Beach 505 Forest Ave. Laguna Beach, CA 92651-2332 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/renovations 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).** 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 3, 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 Laguna Beach

CS

By: *John Pietig*

By: _____

Name: John Pietig

Name: _____

Title: City Manager

Title: _____

Dated: 4-17-19

Dated: _____

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

County of Orange

A Political Subdivision of the State of California

By: _____

Dated: _____

Dylan Wright, Director
OC Community Resources

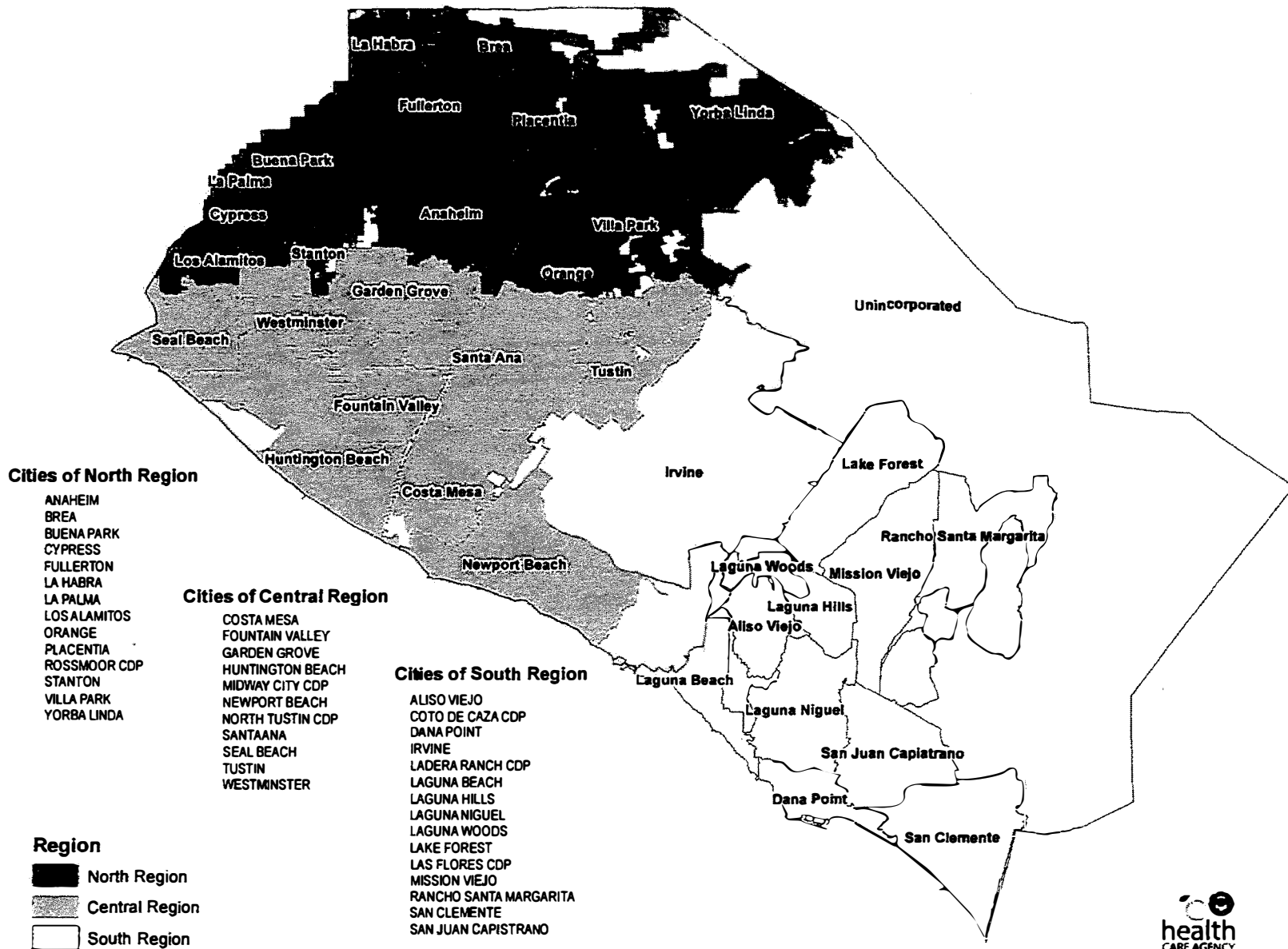
APPROVED AS TO FORM:

By: *[Signature]*

Dated: 4/18/19

Deputy County Counsel

SERVICE PLANNING AREAS



Health Policy Research and Communication, May 2017



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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;

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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

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limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Contractor:** Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

11. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace;

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2. Contractor's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
1. Will receive a copy of Contractor's drug-free policy statement, and
 2. Will agree to abide by terms of Contractor's condition of employment or subcontract.

12. Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13. Special Conditions -- Contractors/Subcontractor

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Agreement.

- A. The Agreement between the Contractor and any Subcontractor shall require the Contractor and its Subcontractors, if any, to:
 1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

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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.

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

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.

Attachment C

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RESOLUTION NO. 18.049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA BEACH, CALIFORNIA, DECLARING A SHELTER CRISIS PURSUANT TO SB 850 (CHAPTER 48, STATUTES OF 2018 AND GOVERNMENT CODE §8698.2).

WHEREAS, California 's Governor Edmund G. Brown, Jr. and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness;

WHEREAS, the Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018);

WHEREAS, the Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code §8698.2;

WHEREAS, in the future, additional state and federal aid programs such as but not limited to the Senate Bill 2 California Emergency Solutions and Housing grant program or the Federal Community Development Block Grant programs, may be established that require the City of Laguna Beach to formally declare a shelter crisis and it is the intent of the City Council of the City of Laguna Beach that this declaration would also serve to meet that potential future requirement;

WHEREAS, the City of Laguna Beach has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness;

WHEREAS, the City of Laguna Beach finds that the 2017 Point in Time Count identified 10 persons within the City of Laguna Beach that are homeless and living without shelter and 78 persons that are homeless and living with shelter at the City's Alternative Sleeping Location (ASL) or at the facility owned by the Friendship Shelter.

WHEREAS, the City of Laguna Beach finds that the number of homeless is significant, and

1 these persons are without the ability to obtain shelter;

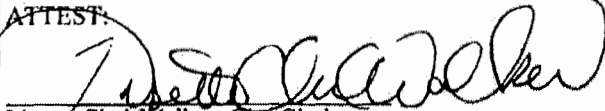
2 WHEREAS, the City of Laguna Beach finds that the health and safety of unsheltered persons
3 in the City is threatened by a lack of shelter;

4
5 WHEREAS, the City of Laguna Beach affirms that the City's commitment to combatting
6 homelessness and creating or augmenting a continuum of shelter and service options for those living
7 without shelter in our communities;

8 NOW, THEREFORE, THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS: that
9 a shelter crisis pursuant to Government Code §8698.2 exists in the City of Laguna Beach, and
10 authorizes the City's participation in the Homeless Emergency Aid Program and other federal and
11 state aid programs that may be enacted in the future to provide funding to address the issue of
12 homelessness at the local level.

13
14 PASSED AND ADOPTED this 28th day of August, 2018.

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16 
17 Kelly Boyd, Mayor

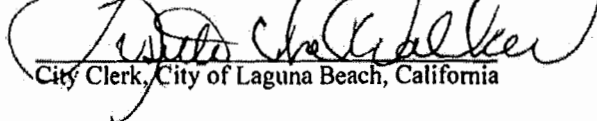
18 ATTEST:
19 
20 Lisette Chel-Walker, City Clerk

21
22 I, LISETTE CHEL-WALKER, City Clerk of the City of Laguna Beach, certify that the
23 foregoing Resolution No. 18.049 was duly adopted at a regular meeting of the City Council of said
City held on August 28, 2018, by the following vote:

24 AYES: COUNCILMEMBERS: Dicterow, Iseman, Zur Schmiede, Boyd

25 NOES: COUNCILMEMBERS:

26 ABSENT: COUNCILMEMBERS: Whalen

27
28 
City Clerk, City of Laguna Beach, California