AGENDA
CITY COUNCIL/ SUCCESSOR AGENCY TO THE FOUNTAIN VALLEY AGENCY FOR COMMUNITY DEVELOPMENT/ FOUNTAIN VALLEY HOUSING AUTHORITY
Study Session 4:30 p.m.
Closed Session Immediately Following Study Session
Regular Meeting 6:00 p.m.
Tuesday, September 15, 2020
Council Chambers
10200 Slater Avenue
Fountain Valley, CA 92708
http://www.fountainvalley.org

MEETING ASSISTANCE: In compliance with the Americans with Disabilities Act, anyone needing special assistance to participate in a meeting of the government bodies listed herein should contact the City Clerk’s Office at (714) 593-4445. Notification 72 hours prior to the meeting allows the City to make reasonable arrangements to ensure accessibility to the meeting.

AGENDA COMMUNICATIONS: All revised or additional documents and writings related to an item on this agenda provided to all or a majority of the government body members after distribution of the agenda packet, are available for public inspection (1) in the City Clerk’s Office at 10200 Slater Avenue, Fountain Valley, CA 92708 during normal business hours; and (2) in the Council Chambers at the time of the meeting. Unless directed otherwise by a government body listed herein all actions shall be based on/memorialized by the latest document submitted as a late communication.

PUBLIC COMMENTS/PUBLIC HEARINGS: Persons wishing to address the City Council, other government body listed complete a speaker card and give it to the City Clerk prior to the public comment period. Requests to speak will not be accepted after the public comment session begins without permission of the Mayor/Chair. Speakers must limit remarks to a total of (3) three minutes and address the City Council through the Mayor. Comments to individuals or staff are not permitted. Scheduled Matters, including Public Hearings: Indicate on the card what item you want to address. Unscheduled Matters: Indicate on the card what subject matter you want to address. Comments must be related to issues that are within the jurisdiction of the governing body listed on the agenda. Pursuant to the Brown Act, the governing body may not enter into discussion regarding items not on the agenda.

CONSENT CALENDAR: All matters listed under the Consent Calendar are considered by the governing bodies listed herein to be routine and will be enacted on simultaneously with one motion without discussion unless separate action and/or discussion is requested by a governing body member, staff, or a member of the public.

PUBLIC HEARINGS: Persons wishing to speak in favor of or in opposition to a proposal are given an opportunity to do so during the public hearing. Those wishing to address a governing body during the hearing are requested to complete the speaker card and submit it to the City Clerk prior to the hearing. If a proposed action is challenged in court, there may be a limitation to
raising only those issues raised during the hearing or in written correspondence received by the
governing body at or before the hearing.

**Note:** The Fountain Valley City Council serves as the Successor Agency to the Fountain Valley Agency for Community Development (Successor Agency), the Fountain Valley Housing Authority, and the Fountain Valley Finance Authority. The Actions of the Successor Agency are separate and apart from the actions of the City Council.

**STUDY SESSION**

**CALL TO ORDER**

4:30 p.m.

**PUBLIC COMMENTS** (Study Session matters only)

Persons wishing to speak on a Study Session matter are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period. The City Clerk will call upon those that wish to speak.

- SB 1383: Residential Organics Recycling Program Presentation by Chris Kentopp, General Manager of Republic Services

**CLOSED SESSION**

**CALL TO ORDER**

Immediately Following Study Session

**PUBLIC COMMENTS** (Closed Session matters only)

Persons wishing to speak on a Closed Session matter are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period.

1. CONFERENCE WITH LABOR NEGOTIATORS
   Pursuant to Government Code §54957.6.

   Agency Designated Representatives: City Manager, Rob Houston; Assistant to the City Manager, Maggie Le, Finance Director, Jennifer Lampman, Budget Analyst, David Faraone; Human Resources Director, Chelsea Phebus, Attorney for the City, Colin Burns.

   Employee Organizations: Police Officers' Association (POA), Police Officers' Management Unit (POMU), Fire Association (FVFA), Fountain Valley Municipal Employees Association (Field Services unit), Fountain Valley General Employees Association (FVGEA) and Fountain Valley Professional and Technical Employees (P&T), Individually Represented Battalion Chiefs and Administrative Officers

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Title: City Manager

3. CONFERENCE WITH LABOR NEGOTIATORS
   Agency designated representative: Mayor
   Unrepresented employee: City Manager
4. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
   Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 potential case.)

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Property: 17565 & 17569 Los Alamos Street, Fountain Valley, CA 92708
   Agency Negotiators: City Manager, Attorney for the City, Director of Community Services
   Negotiating Parties: City of Fountain Valley and Boys and Girls Club
   Under negotiation: Price and Terms of Payment

OPEN SESSION

CALL TO ORDER
   6:00 p.m.

INVOCATION

SALUTE TO THE FLAG
   Mayor Pro Tem Michael Vo

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL

Council Members: Constantine, Harper, Nagel, Mayor Pro Tem/Vice Chair Vo, Mayor/Chair Brothers

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

PRESENTATIONS
   • Economic Development Update Presented by Maggie Le, Assistant to the City Manager, Memory Bartlett, Fountain Valley Chamber of Commerce and Teresa Razo/Marla McGee, Fountain Valley Restaurant Association
   • Retirement Proclamation to Janice Figueroa presented by Mayor Brothers

PUBLIC COMMENTS (Scheduled Matters Only)

Persons wishing to speak on Agenda item(s) are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period. Each person will be given up to 3 minutes to speak on the entire Consent Calendar, 3 minutes to speak on each item pulled from the consent calendar, and 3 minutes to speak on any agendized item(s) not appearing on the Consent Calendar.

READING ORDINANCES
   6. Waive the reading in full of all ordinances under consideration and direct the Mayor to read by titles only.
CONSENT CALENDAR
Consent Calendar Items 7 – 19 will be approved simultaneously with one motion, unless separate action/or discussion is requested.

7. Receive and File the Draft Minutes of the August 18, 2020 Regular City Council Meeting Page 1

8. Receive and File the Draft Minutes of the September 1, 2020 Regular City Council Meeting Page 7

9. Approve the agreement between the City of Fountain Valley and the City of Santa Ana for transfer or purchase of equipment/services or for reimbursement of training costs for FY2019 Urban Area Security Initiative (UASI) Grant Program. Page 13

   Approve

10. Fiscal Year 2019-20 Housing Authority Annual Report Page 61

   Staff recommends Alternative No. 1 - Housing Authority approves the annual report and authorizes staff to forward report to the California Department of Housing and Community Development by October 1, 2020, and file with the City Clerk.

11. Approval of the Cooperative Agreement between the City of Fountain Valley and the City of Huntington Beach for the Rehabilitation and Resurfacing of Newland Street from Talbert Avenue to Ellis Avenue and Brookhurst Street at Garfield Avenue Page 69

   It is recommended that the City Council: 1) Approve the Cooperative Agreement between the City of Fountain Valley and the City of Huntington Beach for the Rehabilitation and Resurfacing of Newland Street from Talbert Avenue to Ellis Avenue and the Brookhurst Street intersection at Garfield avenue; and, 2) Approve the Amendment of the Fiscal Year 20/21 Traffic Improvement Fund budget in the amount of $220,000.00.

12. Request to Approve Amendment No. 1 to Emergency Outdoor Use Activity Order Page 79

   Direct the City Manager to Issue an Emergency Order allowing amendment no. 1 to the Temporary Emergency Outdoor Use Activity Order with the issuance of a Temporary Public Park and Open Space Use permit during the period of the local emergency.

13. Approve a Resolution to Accept the Office of Traffic Safety Selective Traffic Enforcement Program Grant, Amend the FY 2020-21 Budget in the Amount of $53,000 and Appropriate an Expenditure to Incorporate the Changes into the FY 2020-21 Budget Page 93
It is recommended that the City Council approve Alternative No. 1: Approve a Resolution to accept the Office of Traffic Safety Selective Traffic Enforcement Program grant, and amend the FY 2020-21 budget and appropriate an expenditure to incorporate the changes into the FY 2020-21 budget in the amount of $53,000.

14. **Field Services Uniform Contract Extension** Page 119

Approve Amendment No. 2 to CON-16-52 with Cintas Corporation No. 2 for Uniform Rental, Laundry Services and Facility Services Products to extend the contract term one year.

15. **Request Approval to Amend Contract 17-14 with Infosend for an Additional Two Years to Provide Utility Billing Services in the Amount of $115,000** Page 125

Staff recommend Alternative No. 1: Approve entering into the two-year amendment for Contract 17-14 with Infosend to provide utility billing services/hearing notifications in the amount of $115,000 for the full two-year agreement.

16. **Approve assuming 100% cost of an existing 75% cost emergency medical services (EMS) Manager in the amount of $40,757** Page 131

Staff Recommends that the City Council Approve assuming 100% cost of an existing 75% cost Emergency Medical Services (EMS) Manager in the amount of $40,757.

17. **Waive the Bidding Requirements Pursuant to FVMC 2.36.070(a)(2) for the Purchase of a 2021 Chevrolet Tahoe in the Total Amount of $58,780; and Authorize Staff to Dispose of an Existing Vehicle by Means that Best Meet the Needs of the City.** Page 135

Approve Alternative No.1, which is to authorize staff to: 1) Waive the bidding requirements pursuant to FVMC 2.36.070(a)(2); 2) Authorization to purchase a 2021 Tahoe in the amount of $51,640.63; 3) Authorize staff to dispose of the existing vehicle by means that best needs of the city.

18. **Waive the Bidding Requirements Pursuant to FVMC 2.36.070 Par 4 and Authorize Staff to Issue a Purchase Order to National Auto Fleet Group in the Amount of $95,447.85 for the Purchase of Three 2021 Dodge Charger Pursuit V-8 RWD Vehicles** Page 149

Staff recommends that City Council approve Alternative No. 1, which is to 1) waive the bidding requirements pursuant to FVMC 2.36.070 Par 4 and authorize staff to issue a purchase order to National Auto Fleet Group in the amount of $95,447.85 for the purchase of three 2021 Dodge Charger Pursuit V-8 RWD Vehicles through the existing cooperative contract with Sourcewell; and 2) authorize staff to dispose of the existing vehicles by means that best meet the City’s needs.

19. **Installation of all Opticom Priority Control Systems at 38 Intersections for the Emergency Vehicle Preemption (EVP) Program** Page 167

It is recommended that the City Council approve Alternative No. 1, which waives the bidding requirements pursuant to FVMC 2.36.070 and accept the proposal and award a contract in the
amount of $89,900.00 for FY 20/21 to AGA Engineers, Inc. for Professional Consultant Design Services and a contract in an amount of $362,942.03 for FY 20/21 to DDL Traffic, Inc. for Professional Services and Installation of all Opticom Priority Control Systems at 38 Intersections for the EVP Program.

PUBLIC HEARINGS
Each person will have up to 3 minutes to speak on each Public Hearing.

20. Public Hearing and Introduction: Code Amendment No. 19-10 - An Amendment to the Fountain Valley Crossings Specific Plan (Presentation by Matt Jenkins, Senior Planner) Page 217

Staff recommends that the City Council select Alternative No. 1 – Introduce the attached Resolution approving an Addendum to the FVCSP Final EIR and the attached Ordinance approving Code Amendment No. 19-10, an Amendment to the FVCSP pertaining to the following: allocation of residential units, allowance of residential on the ground floor, setbacks, CEQA requirements, requirements for gym’s and entertainment & recreation uses and additional minor edits.

21. Code Amendment No. 20-05 - 20 Day Appeal Period (Presentation by Steven Ayers, Principal Planner) Page 251

Staff recommends that the City Council select Alternative No. 1 – Introduce the attached Ordinance approving a Notice of Exemption in accordance with the California Environmental Quality Act (CEQA) and approving Code Amendment No. 20-05 to amend Fountain Valley Municipal Code (FVMC) Sections 21.08.060, 21.24.090, 21.28.090, 21.54.030, 21.60.050, 18.08.120, and 8.51.110 to change the 20 day appeal period for land use decisions to a ten calendar day appeal period.


Staff recommends the City Council approve Alternative No. 1- Conduct a public hearing to consider the City of Fountain Valley FY 2019-20 CAPER, and authorize staff to submit the final CAPER to HUD for approval by the September 30, 2020, deadline. It is further recommended that the City Council authorize the City Manager to execute all documents necessary to complete the submission of the report to HUD.

ADMINISTRATIVE ITEMS

23. Approve the Agreement with Care Ambulance Services Inc. for ambulance unit hour purchases and surge ambulance coverage, and the agreement with Wittman Enterprises, LLC for patient transportation billing services (Presentation by Bill McQuaid, Battalion Chief) Page 411
Staff Recommends Approve the Agreement with Care Ambulance Services Inc. for ambulance unit hour purchases and surge ambulance coverage, and approve the agreement with Wittman Enterprises, LLC for patient transportation billing services. Authorize an appropriation of $50,000 from the General Fund for operational expenses to be added to the FY 20/21 budget.

24. Approve the use of the Sourcewell Cooperative Purchase Agreement pursuant to FVMC 2.36.070, authorize Staff to enter into a $1,070,054, 5-year contract with Axon Enterprises for body worn camera and interview room recording systems and conducted energy weapons (Presentation by Matt Sheppard, Chief of Police) Page 455

Staff recommends Alternative No. 1: 1) Approve the use of the Sourcewell Cooperative Purchase Agreement pursuant to FVMC 2.36.070, authorize Staff to enter into a $1,070,054, 5-year contract with Axon Enterprises for body worn camera and interview room recording systems and conducted energy weapons; 2) Amend the FY 2020/21 Budget to appropriate $295,786 from the Federal Asset Forfeiture Fund for the Year-1 purchase of the BWC systems and CEWs; 3) Amend the FY 2020/21 Budget to appropriate $20,000 from the General Fund for as-needed operational costs related to BWC Public Records Act productions; 4) Approve the Police Department capital and operating budget increase of $213,567 for contract years 2-5; and 5) Amend the Capital Replacement Schedule to include the BWC systems and CEW equipment for years 6-10.

25. Request To Approve Art On A Box Program (Presentation by Yvette Aguilar, Community Services Manager) Page 513

Staff recommend alternative #1 to approve the "Art on a Box" program, and collaborate with the Fountain Valley Community Foundation for financial support of the program.

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY / PUBLIC COMMENTS
(Unscheduled Matters Only)

Persons wishing to speak on an unscheduled matter are requested to identify themselves by completing a blue speaker and to give the card to the City Clerk. Each person will have up to 3 minutes to speak. The City Clerk will call upon those that wish to speak.

CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY AB 1234 / GENERAL COMMENTS

ADJOURN THE MEETING OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY

The next Regular Meeting of the Fountain Valley City Council is October 6, 2020 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.
MINUTES OF THE
CITY COUNCIL/ SUCCESSOR AGENCY TO THE FOUNTAIN
VALLEY AGENCY
FOR COMMUNITY DEVELOPMENT/ FOUNTAIN VALLEY
HOUSING AUTHORITY
Study Session 4:30 p.m.
Closed Session Immediately Following Study Session
Regular Meeting 6:00 p.m.
Tuesday, August 18, 2020
Council Chambers

STUDY SESSION

CALL TO ORDER

4:30 p.m.

PUBLIC COMMENTS  (Study Session matters only)

No Public Comments

1. Billboards on City-owned and/or Private Properties Options – Presented by Maggie Le, Assistant to the City Manager and Brian James, Planning / Building Director

   Public Comments: John Duong, Jaye Towne

   Assistant to the City Manager, Maggie Le presented an updated report on Billboards on city owned and/or private properties.

2. Fire Department Ground Ambulance Transportation and EMS Manager Position – Presented by Fire Chief, Ron Cookston and Battalion Chief, Bill McQuaid

   Fire Chief Ron Cookston and Battalion Chief Bill McQuaid presented the Ground Ambulance Transportation and EMS Manager Position for council direction on these items.

CLOSED SESSION

CALL TO ORDER

6:40 p.m.

The City Council elected to hold Closed Session after the Regular Meeting concluded.

PUBLIC COMMENTS

There were no requests to speak

3. CONFERENCE WITH LABOR NEGOTIATORS
   Pursuant to Government Code §54957.6.

   Agency Designated Representatives: City Manager, Rob Houston; Assistant to the City Manager , Maggie Le , Finance Director, Jennifer Lampman, Budget Analyst, David Faraone; Human
Resources Director, Chelsea Phebus, Attorney for the City, Colin Burns.

Employee Organizations: Police Officers' Association (POA), Police Officers' Management Unit (POMU), Fire Association (FVFA), Fountain Valley Municipal Employees Association (Field Services unit), Fountain Valley General Employees Association (FVGEA) and Fountain Valley Professional and Technical Employees (P&T), Individually Represented Battalion Chiefs and Administrative Officers

There was no reportable action

4. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
   Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
   (1 potential case - OCSD threat of litigation over headquarters expansion project)

   There was no reportable action

5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Title: City Manager

   There was no reportable action

6. CONFERENCE WITH LABOR NEGOTIATORS
   Agency designated representative: Mayor
   Unrepresented employee: City Manager

   There was no reportable action

OPEN SESSION

CALL TO ORDER

6:14 p.m.

INVOCATION

Council Member Steve Nagel

SALUTE TO THE FLAG

Council Member Patrick Harper

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL

Council Members: Constantine, Harper, Nagel, Mayor Pro Tem/Vice Chair Vo, Mayor/Chair Brothers

Members Absent: None

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

City Clerk Rick Miller announced that item 7 was amended to reflect the correct date on the minutes.

PUBLIC COMMENTS (Scheduled Matters Only)

None
CONSENT CALENDAR
Consent Calendar items 7 - 11 were approved simultaneously.

7. Receive and File the Draft Minutes of the July 14, 2020 Regular City Council Meeting

ACTION: Move to Receive and File the Draft Minutes of the July 14, 2020 Regular City Council Meeting

MOTION: Vo SECOND: Nagel

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None

8. Receive and File the Draft Minutes of the Special City Council Meeting Minutes of August 11, 2020

ACTION: Move to Receive and File the Draft Minutes of the Special City Council Meeting Minutes of August 11, 2020

MOTION: Vo SECOND: Nagel

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None

9. REQUEST TO DESTROY POLICE DEPARTMENT RECORDS

ACTION: Move to approve the request to destroy the records submitted by the Police Department

MOTION: Vo SECOND: Nagel

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None

10. Approval to Send a Response to the Orange County Grand Jury Regarding Protecting Those Who Protect and Serve

ACTION: Move to approve sending a Response to the Orange County Grand Jury Regarding Protecting Those Who Protect and Serve

MOTION: Vo SECOND: Nagel

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None

11. Approval of Amendment No. 4 to Cooperative Agreement No. C-5-3613 in the amount of $282,000 between the Orange County Transportation Authority (OCTA) and the City of Fountain Valley

ACTION: Move to approve Amendment No. 4 to Cooperative Agreement No. C-5-3613 in the amount of $282,000 between the Orange County Transportation Authority (OCTA) and the City of Fountain Valley

MOTION: Vo SECOND: Nagel

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None

Item 12 Pulled By Council Member Harper

12. Approve a Purchase in the Amount of $48,899.89 for New Holmatro Auto Extrication Equipment for the Fire Department

ACTION: Move to approve a Purchase in the Amount of $48,899.89 for New Holmatro Auto Extrication Equipment for the Fire Department

MOTION: Harper SECOND: Nagel

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None

ADMINISTRATIVE ITEMS

13. Designation of Voting Delegate and Alternate for League of California Cities Annual Business Meeting in October 2020

ACTION: Moved to appoint Mayor Brothers as the voting delegate and Mayor Pro Tem Vo as the alternate

MOTION: Nagel SECOND: Harper

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None

004
14. Approval of the FY20/21 Statement of Investment Policy

**ACTION:** Move to approve the FY20/21 Statement of Investment Policy

**MOTION:** Harper  **SECOND:** Vo

**AYES:** Constantine, Harper, Nagel, Vo, Brothers  
**NOES:** None  
**ABSENT:** None  
**ABSTAIN:** None

15. Resolution Accepting the City's Allocation of CARES Act Funding from the State of California

**ACTION:** Move to approve a Resolution Accepting the City's Allocation of CARES Act Funding from the State of California

**MOTION:** Vo  **SECOND:** Harper

**AYES:** Constantine, Harper, Nagel, Vo, Brothers  
**NOES:** None  
**ABSENT:** None  
**ABSTAIN:** None

**COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION**

Council Member Constantine requested that city council members disclose financial interests in which there may be a conflict. The request did not receive a second.

**CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS**
(Unscheduled Matters Only)

There were no public comments

**CITY COUNCIL/SUCCESSOR AGENCY/ HOUSING AUTHORITY AB 1234/GENERAL COMMENTS**

**Council Member Constantine**

No report given

**Mayor Pro Tem Vo**

No report given

**Council Member Nagel**

No report given

**Council Member Harper**

No report given
Mayor Brothers

As a general comment that the Orange County Vector Control had identified the first case of West Nile Virus due to mosquitoes.

ADJOURN THE MEETING OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY

Mayor Brothers adjourned the meeting at 8:46 pm to the next Regular Meeting of the Fountain Valley City Council on September 15, 2020 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.

Mayor, Cheryl Brothers

Rick Miller, City Clerk
MINUTES OF THE
CITY COUNCIL/ SUCCESSOR AGENCY TO THE FOUNTAIN
VALLEY AGENCY
FOR COMMUNITY DEVELOPMENT/ FOUNTAIN VALLEY
HOUSING AUTHORITY
Closed Session 5:45 p.m.
Regular Meeting 6:00 p.m.
Tuesday, September 1, 2020
Council Chambers

CLOSED SESSION

CALL TO ORDER
5:47 p.m.

PUBLIC COMMENTS
(Closed Session matters only)

There were no requests to speak on Closed Session items.

1. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code §54957.6.

Agency Designated Representatives: City Manager, Rob Houston; Assistant to the City Manager, Maggie Le, Finance Director, Jennifer Lampman, Budget Analyst, David Faraone; Human Resources Director, Chelsea Phebus, Attorney for the City, Colin Burns.

Employee Organizations: Police Officers' Association (POA), Police Officers' Management Unit (POMU), Fire Association (FVFA), Fountain Valley Municipal Employees Association (FVMEA), Fountain Valley General Employees Association (FVGEA) and Fountain Valley Professional and Technical Employees (P&T), Individually Represented Professional and Technical Employees (IRP&T), Individually Represented Battalion Chiefs (BC's) and Administrative Officers

Employees included in closed session will not be present during portions of the closed session meeting.

No Reportable Action

OPEN

SESSION CALL TO ORDER
6:27 p.m.

INVOCATION
Mayor Pro Tem Michael Vo

SALUTE TO THE FLAG
Council Member Kim Constantine

CITY COUNCIL/SUCCESSOR AGENCY/ HOUSING AUTHORITY/ ROLL CALL

Council Members Present: Constantine, Harper, Mayor Pro Tem/Vice Chair Vo, Mayor/Chair Brothers
Council Members Absent: Nagel
ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

Agreements for items 2, 5, 6 and 7 were provided to the council and public.

PUBLIC COMMENTS (Scheduled Matters Only)

None

ADMINISTRATIVE ITEMS

2. 1. Approval of a Resolution of the City Council of the City of Fountain Valley relating to the classification, compensation and terms of employment of employees represented by the Police Officers Management Unit (POMU).
   2. Exhibit 1 – Memorandum of Understanding with the Police Officers Management Unit (POMU).

ACTION: Move to Approve the Resolution of the City Council of the City of Fountain Valley relating to the classification, compensation and terms of employment of employees represented by the Police Officers Management Unit (POMU).

MOTION: Harper  SECOND: Vo

AYES: Constantine, Harper, Vo, Brothers
NOES: None
ABSENT: Nagel
ABSTAIN: None

Motion carried: 4-0

3. 1. Approval of a Resolution of the City Council of the City of Fountain Valley relating to the classification, compensation and terms of employment of employees represented by the Individually Represented Battalion Chiefs.
   2. Exhibit 1 – Memorandum of Understanding with the Individually Represented Battalion Chiefs

ACTION: Move to Approve the Resolution of the City Council of the City of Fountain Valley relating to the classification, compensation and terms of employment of employees represented by the Individually Represented Battalion Chiefs.

MOTION: Vo  SECOND: Constantine

AYES: Constantine, Harper, Vo, Brothers
NOES: None
ABSENT: Nagel
ABSTAIN: None

Motion carried: 4-0
4. Approval of a Resolution of the City Council of the City of Fountain Valley relating to the classification, compensation and terms of employment of employees represented by the Individually Represented Administrative Officers.

ACTION: Move to Approve the Resolution of the City Council of the City of Fountain Valley relating to the classification, compensation and terms of employment of employees represented by the Individually Represented Administrative Officers.

MOTION: Constantine  SECOND: Vo

AYES: Constantine, Harper, Vo, Brothers
NOES: None
ABSENT: Nagel
ABSTAIN: None

Motion carried: 4-0

5. 1. Approval of a Resolution of the City Council of the City of Fountain Valley relating to the classification, compensation and terms of employment of employees represented by the Police Officers Association (POA).
2. Exhibit 1 – Memorandum of Understanding with the Police Officers Association (POA).

ACTION: Move to Approve the Resolution of the City Council of the City of Fountain Valley relating to the classification, compensation and terms of employment of employees represented by the Individually Represented Administrative Officers.

MOTION: Vo  SECOND: Constantine

AYES: Constantine, Harper, Vo, Brothers
NOES: None
ABSENT: Nagel
ABSTAIN: None

Motion carried: 4-0

6. 1. Approval of a Resolution of the City Council of the City of Fountain Valley relating to the classification, compensation and terms of employment of employees represented by the Municipal Employees Association/Field Services (MEA).
2. Exhibit 1 – Memorandum of Understanding with the Municipal Employees Association/Field Services (MEA).

ACTION: Move to Approve the Resolution of the City Council of the City of Fountain Valley relating to the classification, compensation and terms of employment of employees represented by the Municipal Employees Association/Field Services (MEA).

MOTION: Vo  SECOND: Constantine
AYES: Constantine, Harper, Vo, Brothers
NOES: None
ABSENT: Nagel
ABSTAIN: None

Motion carried: 4-0

7. 1. Approval of a Resolution of the City Council of the City of Fountain Valley relating to the classification, compensation and terms of employment of employees represented by the Professional & Technical Employees (P&T).
   2. Exhibit 1 – Memorandum of Understanding with the Professional & Technical Employees (P&T).

This item was continued to a date uncertain

8. 1. Approval of a Resolution of the City Council of the City of Fountain Valley relating to the classification, compensation and terms of employment of employees represented by the Fountain Valley Fire Fighters Association (FVFA).
   2. Exhibit 1 – Memorandum of Understanding with the Fountain Valley Fire Fighters Association (FVFA).

ACTION: Move to Approve the Resolution of the City Council of the City of Fountain Valley relating to the classification, compensation and terms of employment of employees represented by the Fountain Valley Fire Fighters Association (FVFA).

MOTION: Constantine  SECOND: Vo

AYES: Constantine, Harper, Vo, Brothers
NOES: None
ABSENT: Nagel
ABSTAIN: None

Motion carried: 4-0

9. 1. Approval of a Resolution of the City Council of the City of Fountain Valley relating to the classification, compensation and terms of employment of employees represented by the General Employees Association (GEA).
   2. Exhibit 1 – Memorandum of Understanding with the General Employees Association (GEA).

This item was continued to a date uncertain

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

None

CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS
(Unscheduled Matters Only)

Public Comments: Hung Vu
CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY AB 1234/GENERAL COMMENTS

Council Member Harper
August 21    Attended the Community Foundation meeting
August 27    Assisted with the Senior Meals Program

Council Member Constantine
August 27    Assisted with the Senior Meals Program

Mayor Pro Tem Vo

Attended the PCTA Zoom meeting

Mayor Brothers

Attended the PCTA and many other meetings via Zoom

ADJOURN THE MEETING OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY

Mayor Brothers adjourned tonight’s meeting in the memory of Barbara Brown who was a former Mayor and City Council Member for the City of Fountain Valley.

Mayor Brothers adjourned the meeting at 6:52 pm to the next Regular Meeting of the Fountain Valley City Council on September 15, 2020 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.

Mayor, Cheryl Brothers

Rick Miller, City Clerk
CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 15, 2020

SUBJECT: Approve the agreement between the City of Fountain Valley and the City of Santa Ana for transfer or purchase of equipment/services or for reimbursement of training costs for FY2019 Urban Area Security Initiative (UASI) Grant Program.

EXECUTIVE SUMMARY:

The federal Department of Homeland Security (DHS) allocated $4,850,000 for the Fiscal Year 2019/2020 Urban Area Security Initiative (UASI) Grant Program. These funds are utilized throughout county Fire and Law Enforcement agencies for projects complying with the goals and objectives of the UASI program.

Prior to submission of applications for grant funds, receipt of any equipment or reimbursement for any authorized training, the attached agreement must be signed by the City Manager as our authorized agent and approved by the City Council.

Staff recommends the City Council approve the agreement, thereby allowing the City of Fountain Valley to benefit from the Fiscal Year 2019/2020 UASI Grant Program.

DISCUSSION:

The Urban Area Security Initiative Grant Program was funded post 9/11 by the Department of Homeland Security. UASI funds in Orange County were allocated through the Santa Ana - Anaheim UASI. In 2014 the responsibility to act as the grant clearinghouse was assigned to the City of Santa Ana, and the funds allocated to support UASI projects have been significantly reduced. During the fiscal years immediately following 9/11, the City of Fountain Valley benefitted from approximately $100,000 in UASI grant monies. These funds were used to procure equipment such as Urban Search and Rescue Equipment, 800 MHz Radios, EOC laptops and upgrades. Furthermore, the funds were used to fund pre-approved training such as Rescue Systems, Incident Command System training, and Public Information Officer Courses. Within the past five years, the City has benefitted from county-wide UASI projects that provided funding for Motion computing tablets, dosimeters, individual first aid kits (used during mass casualty incidents, active shooter incidents) and ballistic protective armor.

In addition, funds may be utilized for the following projects: "If You See Something, Say Something" preparedness campaigns; regional training and exercise programs, to enhance multi-jurisdictional/inter-jurisdictional all-hazards incident planning, response & recovery capabilities, armored vehicles; maintenance of training simulators; regional training & exercise programs for law enforcement and fire, to strengthen information sharing and collaboration, enhance
City Council Request
Approval of an Agreement between the City of Fountain Valley and the City of Santa Ana for Urban Area Security Initiative (UASI) Grant Participation
Page 2

Automated License Plate Recognition (ALPR) Program; enhance community resilience including partnerships with volunteers and community based organizations and programs, enhance the “ReadyOC” Preparedness Campaign and regional training & exercise programs for emergency management.

FINANCIAL ANALYSIS

It is anticipated that the majority of future available funds will be used to reimburse specialized training for fire and police personnel. All other grant funds requested and/or approved will be brought to City Council at a later date for project specific approval.

ATTORNEY REVIEW:

The attorney for the City has reviewed and approved the agreement.

ALTERNATIVES:

Alternative No. 1: Approve the agreement between the City of Fountain Valley and the City of Santa Ana for transfer or purchase of equipment/services or for reimbursement of training costs for FY2019 Urban Area Security Initiative (UASI) Grant Program.

Alternative No. 2: Do not approve the agreement between the City of Fountain Valley and the City of Santa Ana for transfer or purchase of equipment/services or for reimbursement of training costs for FY2019 Urban Area Security Initiative (UASI) Grant Program.

RECOMMENDATION:

Staff recommends Alternative No. 1.

Prepared by: Michelle Rudaitis, Fire Marshal
Approved by: Ron Cookston, Fire Chief
Fiscal Review by: Jennifer Lampman, Finance Director
Approved by: Rob Houston, City Manager

Attachment 1: Agreement
AGREEMENT

SUB-RECIPIENT: CITY OF FOUNTAIN VALLEY

City Contract Number __________________
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## ENTIRE AGREEMENT

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## EXHIBITS

- Exhibit A  
  Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

- Exhibit B  
  Certification Regarding Lobbying

- Exhibit C  
  Standard Assurances
AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR REIMBURSEMENT OF TRAINING COSTS
FOR FY2019 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF SANTA ANA
AND CITY OF FOUNTAIN VALLEY

THIS AGREEMENT is made and entered into this ___ day of MONTH, YEAR, by and between the CITY OF SANTA ANA, a municipal corporation (the "CITY"), and CITY OF FOUNTAIN VALLEY (the "SUB-RECIPIENT" or "Contractor").

WITNESSETH

WHEREAS, CITY, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2019 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2019 Urban Areas Security Initiative" from the federal Department Of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

https://www.fema.gov/media-library-data/1555008381091-144e7470ec5e1958d6ad5e103c0825ad/FY_2019_HSGP_NOFO_FINAL_508.pdf

California Governor's Office of Emergency Services "FY2019 Homeland Security Grant Program; California Supplement to Federal Program Guidance and Application Kit"
Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF SANTA ANA ("CITY") and is overseen by the California Governor's Office of Emergency Services ("Cal-OES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and
WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAU") consists of 34 cities in Orange County, including the City of Santa Ana and the City of Anaheim, the County of Orange, including the unincorporated area of the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2019 UASI Grant of $4,850,000 ("Grant Funds") to the CITY OF SANTA ANA, as a Core City, for use in the ASAU; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Santa Ana Police Department, Homeland Security Division ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2019 UASI Grant Funds throughout the ASAU, as further detailed in this Agreement ("Agreement") to CITY OF FOUNTAIN VALLEY ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the City Manager which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The CITY, a municipal corporation, having its principal office at 20 Civic Center Plaza, Santa Ana, CA 92702; and

B. CITY OF FOUNTAIN VALLEY, a municipal corporation, 10200 Slater Avenue, Fountain Valley, CA 92708-4736

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

   1. The representative of the CITY OF SANTA ANA shall be, unless otherwise stated in the Agreement:

      Michael Claborn, Commander
      Santa Ana Police Department
      Homeland Security Division
      60 Civic Center Plaza
      Santa Ana, CA 92702
      Phone: (714) 245-8304
      Fax: (714) 245-8098
      mclaborn@santa-ana.org

   2. The representative of CITY OF FOUNTAIN VALLEY shall be:

      Bill McQuaid, Battalion Chief
      CITY OF FOUNTAIN VALLEY
      10200 Slater Avenue, Fountain Valley, CA 92708-4736
      Phone: (714) 593-4436
      E-mail: bill.mcquaid@fountainvalley.org
B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF SANTA ANA. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF SANTA ANA by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF SANTA ANA.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF SANTA ANA, unless otherwise exempted.

A. Grant Assurances in accordance with section 415C of this Agreement attached hereto as Exhibit C and made part hereof.

B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 415A12 of this Agreement and attached hereto as Exhibit A and made a part hereof.

C. Certifications and Disclosures Regarding Lobbying in accordance with Section 415C of this Agreement and attached hereto as Exhibit B and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.
II
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 04/09/2020 and end on 03/31/2022 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT’S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, copies of the document will be provided electronically to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided.

B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.

C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY 2019 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at http://www.fema.gov/media-library-data/20130726-1825-25045-7138/fema_preparedness_grantsAuthorized_equipment_list.pdf, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.
Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy; and deployed in conformance with those plans;

3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;

4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs $5,000 or more per unit, or is expected to have a useful life of one (1) year or more.

5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) a serial number or other identification number, (c) the source of funding for the property (including the FAIN), (d) who holds the title, (e) the acquisition date, (f) the cost of the property, (g) percentage of Federal participation in the project costs for the Federal award under which the property was acquired, (h) location, (i) use and condition of Equipment, and (j)
ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASAUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.

9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.

10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.

11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.

12. SUB-RECIPIENT shall contact the ASAUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASAUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.

D. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2019 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by Cal-OES at https://www.caloes.ca.gov/CaliforniaSpecializedTrainingInstituteSite/Documen ts/HSG%20Funds%20Tracking%20Number%20Request%20Form.pdf. A catalogue of Grantor approved and sponsored training courses is available at https://cdp.dhs.gov/.

F. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2019 Homeland Security Grant Program, as set forth above.

G. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2019 Homeland Security Grant Program, as set forth above.
III
PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT’S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.

B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Santa Ana UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.

C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.

D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.

E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.
IV
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

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

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine
restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non renewals or restrictions of licenses, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

SUB-RECIPIENT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, SUB-RECIPIENT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental or physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability (California Government Code §§ 12490, 12945, 12945.2), military or veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.. SUB-RECIPIENT shall comply with Executive Order 11246, entitled "Equal
Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).


Any subcontract entered into by the SUB-RECIPIENT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this § 408.

§409. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over $250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§410. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. SUB-RECIPIENT certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

§411. Conflict of Interest

A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner, or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" includes but is not limited to:

   a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

   b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.

E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.

G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this
Agreement.

H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§412. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§413. Statutes and Regulations Applicable To All Grant Contracts

A. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB)


2. Single Audit Act

   If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY19 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2019-0035; and identify the CITY OF SANTA ANA as the Pass-Through.

3. Americans with Disabilities Act
SUB-RECIPIENT hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §§ 12101, et seq., and its implementing regulations. SUB-RECIPIENT will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. SUB-RECIPIENT will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the SUB-RECIPIENT, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

If this Agreement provides for more than $100,000 in grant funds or more than $150,000 in loan funds, SUB-RECIPIENT shall submit to the CITY a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC §1352. A copy of the Certificate is attached hereto as Exhibit B. No funds will be released to SUB-RECIPIENT until the Certification is filed.

SUB-RECIPIENT shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

In accordance with 2 CFR §200.336, at any time during normal business hours and as often as the CITY, the U.S. Comptroller General, and/or the Auditor General of the State of California may deem necessary, SUB-RECIPIENT shall make available for examination all of its records with respect to all matters covered by this Agreement. The CITY, the U.S. Comptroller General and/or the Auditor General of the State of California shall have the authority to audit, examine and make excerpts or transcripts from records,
including SUB-RECIPIENT’S invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

SUB-RECIPIENT agrees to provide any reports requested by the CITY regarding performance of the Agreement.

6. **Records Maintenance**

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

7. **Subcontracts and Procurement**

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontract Agreements. The SUB-RECIPIENT shall submit all Subcontract Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

8. **Labor**


SUB-RECIPIENT shall comply with the Federal Fair Labor Standards
Act (29 USC §201) regarding wages and hours of employment. None of the funds shall be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645, et seq.

SUB-RECIPIENT shall comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

9. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) Public Health Service Act of 1912 (42 U.S.C. §§290), relating to confidentiality of patient records regarding substance abuse treatment; (f) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground floor units in buildings without elevators) - be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201); (g) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin; (h) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors; (i) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages; (j) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19; (k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal
assistance is being made; and (i) The requirements of any other nondiscrimination statute(s) which may apply to the application.

10. **Environmental**

SUB-RECIPIENT shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

SUB-RECIPIENT shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities; (b) Executive Order (EO) 11514; (c) notification of violating facilities pursuant to EO 11738; (d) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in floodplains in accordance with EO 11988; (f) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451, et seq.); (g) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401, et seq.); (h) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (i) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (f) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

SUB-RECIPIENT shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

SUB-RECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801, et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

SUB-RECIPIENT shall comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
SUB-RECIPIENT shall comply with the Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

SUB-RECIPIENT shall comply with Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources.

SUB-RECIPIENT shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.


SUB-RECIPIENT shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; (2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) determined to be in violation of federal law relating to air or water pollution.

By signing this Agreement, SUB-RECIPIENT ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000, et seq., CEQA Guidelines (California Code of Regulations, Title 14 Division 6, Chapter 3, §§ 15000-15387), and is not impacting the environment negatively.

11. Preservation


12. Suspension and Debarment

SUB-RECIPIENT shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and SUB-RECIPIENT shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the CITY concurrent with the execution of this Agreement and shall certify that neither SUB-
RECIPIENT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, SUB-RECIPIENT will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

13. **Drug-Free Workplace**


14. **Financial Management**

SUB-RECIPIENT will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

15. **Reporting – Accountability**

SUB-RECIPIENT agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of sub awards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier sub-awards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Sub-award and Executive Compensation Information.


16. **Human Trafficking**

SUB-RECIPIENT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in
persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or sub-awards under the award.

17. Freedom of Information Act

SUB-RECIPIENT acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity’s grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §§552. SUB-RECIPIENT should also consult State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

18. California Public Records Act

SUB-RECIPIENT acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity’s grant management activities may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.

B. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:


Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.
Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. **Travel Expenses**

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT’S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT’S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT’S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT’S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. **Personally Identifiable Information**

SUB-RECIPIENT collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. DHS defines personally identifiable information (PII) as any information that permits the identity of an
individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.

4. **Hotel and Motel Fire Safety Act of 1990**


5. **Terrorist Financing E.O. 13224**

SUB-RECIPIENT must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

6. **USA Patriot Act of 2001**

SUB-RECIPIENT must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

7. **Acknowledgement of Federal Funding from DHS**

SUB-RECIPIENT must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

8. **Federal Debt Status**

SUB-RECIPIENT is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

9. **Fly America Act of 1974**

SUB-RECIPIENT must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942
10. **Noncompliance**

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

C. Compliance With Standard Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Standard Assurances"), attached hereto as Exhibit C. By signing these Standard Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Standard Assurances.

§414. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§415. Inventions, Patents and Copyrights

A. **Reporting Procedure for Inventions**

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. **Rights to Use Inventions**
CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY's discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

F. Patents and Intellectual Property Rights

Unless otherwise provided by law, SUB-RECIPIENT is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. SUB-RECIPIENT is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and
the standard patent rights clause located at 37 C.F.R. § 401.14.

§416. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.
V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY Directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.
VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-nine (29) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.
IN WITNESS WHEREOF, the City and CITY OF FOUNTAIN VALLEY have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

By: ______________________
    Maria D. Huizar
    Clerk of the Council

CITY OF SANTA ANA, a municipal Corporation of the State of California

By: ______________________
    Kristine Ridge
    City Manager

RECOMMENDED FOR APPROVAL:

By: ______________________
    David Valentin
    Chief of Police

SUB-RECIPIENT
CITY OF FOUNTAIN VALLEY
DUNS # 14-4376949

By: ______________________
    Printed Name __________________
    Title _________________________

APPROVED AS TO FORM

By: ______________________
    Printed Name __________________
    Title _________________________

APPROVED AS TO FORM

By: ______________________
    Printed Name Colin Burns
    Title Attorney for the City
EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Authorized Agent Signature

Address:

Printed or Typed Name

Title

[Signature]

047
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.


5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
EXHIBIT B

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER ______________________

CONTRACTOR/BORROWER/AGENCY ______________________

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE ______________________

SIGNATURE ______________________ DATE ______________________
EXHIBIT C
California Governor's Office of Emergency Services
Standard Assurances
(For All Cal OES Federal Grant Programs)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on http://www.whitehouse.gov/omb/.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are called out below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority
The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board or authorized body agree:

(a) To provide all matching funds required for said project and that any cash match will be appropriated as required.
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
(d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance
The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities
As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or

Initials___
guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. §200.212 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principal, sub-grantees, recipients or sub-recipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a
governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity
The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
(k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

(l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California’s Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace
As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards
The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;

(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;

(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-196); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;

(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits
For sub-recipients expending $750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records
In accordance with 2 C.F.R. §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

The Applicant will require any sub-recipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest
The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management
False Claims for Payment the Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no recipient shall submit a false claim for payment, reimbursement or
advance.

12. Reporting - Accountability
The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of sub-awards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier sub-awards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Sub-award and Executive Compensation Information.

13. Whistleblower Protections

14. Human Trafficking
The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or sub-awards under the award.

15. Labor Standards
The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts; and
(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation
The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related
If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These
requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires sub-recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;
(c) Assist the awarding agency in assuring compliance with Section 106 of the
(d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
(e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.


The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic
planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination
If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties, Building 410, Mall Stop #0190, Washington, D.C. 20528.

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS
All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad
All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)
DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright
All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (Including the award number) to any work first produced under federal financial assistance awards.
26. Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act
All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974
All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirements
All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights
Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located

33. SAFECOM
All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing
All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance
If the total value of the recipient’s currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001
All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags
All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT
The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the sub-recipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has
made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all sub-awards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018 Version 8.1, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Applicant: ____________________________________________

Signature of Authorized Agent: __________________________

Printed Name of Authorized Agent: ____________________________

Title: ____________________________ Date: ____________________________

Initials ______
CITY OF FOUNTAIN VALLEY
HOUSING AUTHORITY ACTION REQUEST

To: Honorable Chairman and
Commissioners of the Housing Authority

Agenda Date: September 15, 2020

SUBJECT: Fiscal Year 2019-20 Housing Authority Annual Report

EXECUTIVE SUMMARY:

Section 34328 of the California Health and Safety Code requires that every Housing Authority shall annually, by the first day of October, file with the clerk of the respective city or county, and with the Department of Housing and Community Development, a report of its activities for the preceding year. This report shall contain information adequate for the city, county, or department to determine that the requirements of Section 34312.3 of the California Health and Safety Code have been met for any activity undertaken pursuant to that section. Upon acceptance of the report (Attachment 1) by the Fountain Valley Housing Authority, the report must be filed with the State Controller’s Office.

The information contained in this report constitutes the Fountain Valley Housing Authority Annual Report for the period of July 1, 2019, to June 30, 2020, and has been prepared in conformance with state law. Staff recommends that the Housing Authority approve the annual report and authorize staff to forward the report to the State.

DISCUSSION:

The Fountain Valley Housing Authority was created by Housing Authority Resolution numbers 1 and 2 on February 15, 2011. The Housing Authority was created to preserve the ability to provide affordable housing activities within the City of Fountain Valley.

The Housing Authority experienced an increase in activity in 2012 when it inherited the housing assets and functions of the former Fountain Valley Agency for Community Development (FVACD). The FVACD dissolved on February 1, 2012, pursuant to the Dissolution Act enacted by Assembly Bills 26 and 1484 (Parts 1.8 and 1.85 of the Health and Safety Code or “HSC”). The City Council elected not to retain the housing assets and functions of the former FVACD, and designated the Fountain Valley Housing Authority as the Housing Successor entity. The Housing Authority thereby inherited all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the former FVACD, excluding any amounts in the Low and Moderate Income Housing Fund.
The Successor Agency to the FVACD ("Successor Agency") effected the transfer of several assets held by the former FVACD to the Housing Authority. The asset transfers were listed on a "Housing Asset Transfer" form ("HAT"), which was approved by the California Department of Finance ("DOF") in August 2012.

Section 34328.1 of the California Health and Safety Code requires that every Housing Authority shall once a year, by the first day of October, file with the clerk of the respective city or county and with the Department of Housing and Community Development, a report of its activities for the preceding year.

Staff recommends that the Housing Authority approve the annual report and authorize staff to forward the report to the California Department of Housing and Community Development by October 1, 2020, and file with the City Clerk.

FINANCIAL ANALYSIS:

None; however, failure to file this report as required by Section 33080.1 of the California Health and Safety Code could result in a major audit violation. The fine for a major audit violation can be up to $10,000.

ATTORNEY REVIEW:

City Attorney has reviewed this report.

ALTERNATIVES:

Alternative No.1: Approve the annual report and authorize staff to forward the report to the California Department of Housing and Community Development by October 1, 2020, and file with the City Clerk.

Alternative No. 2: Amend the report as deemed necessary.

RECOMMENDATION:

Staff recommends Alternative No. 1 - Housing Authority approves the annual report and authorizes staff to forward the report to the California Department of Housing and Community Development by October 1, 2020, and file with the City Clerk.
Housing Authority Request
Housing Authority Annual Report
September 15, 2020
Page 3

Prepared By: Ashlyn Newman, Housing Coordinator
Approved By: Brian James, Assistant Executive Director
Fiscal Review by: Jennifer Lampman, Treasurer
Approved By: Rob Houston, Executive Director

Attachment 1: Housing Authority Annual Report
FOUNTAIN VALLEY HOUSING AUTHORITY
ANNUAL REPORT
FISCAL YEAR 2019-20

HOUSING AUTHORITY COMMISSION MEMBERS

Cheryl Brothers – Chair

Michael Vo – Vice Chair
Patrick Harper – Commissioner

Steve Nagel – Commissioner
Kim Constantine – Commissioner

Rob Houston
Brian James
Colin Burns
Rick Miller
Jennifer Lampman
Ashlyn Newman

Executive Director
Assistant Executive Director
Housing Authority Counsel
Housing Authority Secretary
Finance Officer
Housing Coordinator
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Introduction

Section 34326 of the California Health and Safety Code requires that every Housing Authority shall, once a year, by the first day of October, file with the clerk of the respective City or County and with the Department of Housing and Community Development, a report of its activities for the preceding year. This report shall contain information adequate for the City, County, or Department to determine that the requirements of Section 34312.3 of the California Health and Safety Code have been met for any activity undertaken pursuant to that section. Upon the Fountain Valley Housing Authority's approval of this report, it will be filed with the State Controller's Office.

The Fountain Valley Housing Authority was created by Housing Authority Resolution numbers 1 and 2 on February 15, 2011. The Housing Authority was created to preserve the ability to provide affordable housing activities within the City of Fountain Valley.

The Fountain Valley Agency for Community Development (FVACD) was dissolved on February 1, 2012, pursuant to the Dissolution Act enacted by Assembly Bills 26 and 1484 (Parts 1.8 and 1.85 of the Health and Safety Code or "HSC"). The City Council elected not to retain the housing assets and functions of the former FVACD and designated the Fountain Valley Housing Authority (Housing Authority) as the Housing Successor entity. The Housing Authority thereby inherited all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the former FVACD, excluding any amounts in the Low and Moderate Income Housing Fund. It is important to note that although the Housing Authority inherited the FVACD's assets and functions, it does not have an ongoing financing mechanism to maintain them like the FVACD. The former FVACD primarily funded projects with Low and Moderate Income Housing Funds generated by redevelopment tax increment; this tool was abolished with the dissolution of redevelopment. The Successor Agency to the FVACD ("Successor Agency") effected the transfer of several assets held by the former FVACD to the Housing Authority. The asset transfers were listed on a "Housing Asset Transfer" form ("HAT"), which was approved by the California Department of Finance ("DOF") in August 2012.

Legal Authority

Housing authorities are distinct, autonomous, legal entities that derive their powers from State statute. It is the intent of the State legislature that housing authorities function as local entities with the primary responsibility of providing housing for very low and low income households. California Housing Authorities Law (HSC Section 34200, et. seq.) provides for and details the requirements for local jurisdictions to create and operate a housing authority. To establish a housing authority, a local jurisdiction must adopt a resolution that includes findings that either of the following is true: (1) unsanitary or
unsafe housing exists in the city, or (2) there is a shortage of safe or sanitary housing available to persons of low income.

Activities Subject to HSC 34328

Development Rehabilitation or Finance of Housing Projects

The Housing Authority became the Successor Housing Agency on February 1, 2012. Since the passage of SB341, the allowable use of former redevelopment funds are generally restricted to administration of previously held assets and the production of rental units for low income persons, a small amount may also be used for homeless services.

During FY 2019-20, the Housing Authority used funds for administrative functions that include monitoring affordable housing covenants, managing the housing loan portfolio, and project related costs associated with the Affordable Housing Agreement (AHA) entered into in FY 2018-19 with The Related Companies California (TRCC), to develop a 50-unit affordable housing project.

Terminations of Tenancies

The Housing Authority does not own or operate any rental properties.

Bonds

The Housing Authority has not issued any bonds.

Section 8

In 2011, the Fountain Valley Housing Authority passed a resolution to authorize the Orange County Housing Authority to continue to provide Section 8 Leased Housing in its Areas of Operation within the City of Fountain Valley.

Loans

The AHA with TRCC includes a maximum $8.2 million dollar loan for property acquisition and development. In FY 19-20, $5,014,056.02 of the $8.2 million dollars was dispersed to TRCC for property acquisition. No other loans were made in FY 2019-20.

In 2012, the Housing Authority accepted the transfer of the housing assets, including the loan portfolio, of the former FVACD. The Housing Authority continues to administer that loan portfolio and receives funds from payoffs and payments of previous redevelopment funded loans.

Land

The Fountain Valley Housing Authority does not own any land.
To: Honorable Mayor and Members of the Council

SUBJECT: 1) Approval of the Cooperative Agreement between the City of Fountain Valley and the City of Huntington Beach for the Rehabilitation and Resurfacing of Newland Street from Talbert Avenue to Ellis Avenue and Brookhurst Street at Garfield Avenue; and
2) Create Project Number TI270 and Approve an Amendment of the Fiscal Year 20/21 Traffic Improvement Fund Budget in the amount of $220,000.00

EXECUTIVE SUMMARY:

The City of Huntington Beach and City of Fountain Valley share city boundaries along Newland Street on the westerly part of town and Garfield Avenue on the southerly part of town. The City of Huntington Beach plans to rehabilitate portions of Newland Street and Brookhurst Street up to Garfield Avenue. This offers an excellent opportunity to collaborate on these road rehabilitation projects where both cities share boundaries. For the City of Fountain Valley, staff identified Newland Street from Talbert Avenue to Ellis Avenue and Brookhurst Street at the Garfield Avenue intersection as candidates for roadway improvements based on field observations and a pavement investigation report. The City of Huntington Beach is taking the lead on this project, as the City of Huntington Beach owns 75% of right of way on Newland Street and 98% of right of way on Brookhurst Street. City of Fountain Valley Engineering staff will be working closely with Huntington Beach Engineering staff in the proper development of the plans and construction of these improvements.

This project provides rehabilitation and resurfacing of Newland Street from Talbert Avenue to Ellis Avenue and Brookhurst Street from Yorktown Avenue in Huntington Beach to the Garfield Avenue intersection in Fountain Valley. Also, included in the project are sidewalk and curb ramp improvements to meet ADA compliance along all pedestrian pathways in this area. The Newland Street and Brookhurst Street Rehabilitation Projects will start construction the beginning of November 2020 with anticipated completion by the end of December 2020.

Staff recommends that the City Council approve the cooperative agreement between the City of Fountain Valley and the City of Huntington Beach, create project number TI270 and approve a budget amendment for the Fiscal Year 20/21 Traffic Improvement Fund Budget in the amount of $220,000.
DISCUSSION:

The City of Huntington Beach and City of Fountain Valley have collaborated on capital improvement projects for many years and this year, both agency staff have identified Newland Street from Talbert Avenue to Ellis Avenue and Brookhurst Street from Yorktown Avenue to Garfield Avenue as candidates for roadway improvements based on field observations and a pavement investigation report. The City of Huntington Beach is taking the lead on this project, as the City of Huntington Beach owns 75% of Newland Street right of way and 98% of right of way on Brookhurst Street. City of Fountain Valley Engineering staff will be working closely with Huntington Beach Engineering staff in the proper development of the plans and construction of these improvements.

The project consists of rehabilitation and resurfacing, utilizing rubber asphalt concrete overlay, of Newland Street from Talbert Avenue to Ellis Avenue and Brookhurst Street from Yorktown Avenue to Garfield Avenue. The project also includes the removal and replacement of deteriorated sections of curb and gutter, sidewalk, the upgrade of access ramps to current ADA requirements, adjusting utilities to grade, installing traffic delineation, and installing signal loops. This project will provide excellent roadway pavement conditions consistent to those currently enjoyed by Fountain Valley residents citywide.

Consistent with the Public Contract Code, the City of Huntington Beach is competitively bidding the Newland Street and Brookhurst Street Projects in the first week of September 2020 and plans to open bids toward the end of September 2020. Based on the lowest responsible bid contract, the construction contract will be considered for award by the City of Huntington Beach City Council in October 2020 at the City of Huntington Beach City Council Meeting. The project will start construction in the beginning of November 2020 with estimated completion by the end of December 2020.

The cooperative agreement outlines the project costs and the City’s fair share of construction costs. The City of Huntington Beach will be taking the lead on the construction management and inspection for the project with the City of Fountain Valley staff assistance and inspection during the construction phase. By executing the cooperative agreement, the City of Huntington Beach agrees to take the lead on the construction management and inspection for this project.

FINANCIAL ANALYSIS

<table>
<thead>
<tr>
<th>ANTICIPATED PROJECT COSTS</th>
<th></th>
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<tbody>
<tr>
<td>Engineers Estimate Construction Cost</td>
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<tr>
<td>Construction Contingency 10%</td>
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<tr>
<td>Staff Time</td>
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<tr>
<td>Total Anticipated Project Costs</td>
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</tbody>
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PROPOSED PROJECT BUDGET
Proposed Fund Amendment (Fund 24) Traffic Improvement Fund (FY 20/21) $220,000

ATTORNEY REVIEW:

The City Attorney has reviewed and approved the Cooperative Agreement between the City of Fountain Valley and City of Huntington Beach.

ALTERNATIVES:

Alternative No. 1: This is the recommended action.

Approve the cooperative agreement between the City of Fountain Valley and the City of Huntington Beach, create project number TI270 and approve an amendment to the FY 20/21 Traffic Improvement Fund budget in the amount of $220,000. This is the recommended action, as it will permit the City to implement the needed improvements.

Alternative No. 2: Reject the cooperative agreement with the City of Huntington Beach

Do not approve the cooperative agreement between the City of Fountain Valley and the City of Huntington Beach. This is not a viable alternative, as the City of Fountain Valley would not be able to take advantage of the economy of scale in implementing the needed improvements in collaboration with the City of Huntington Beach.

Alternative No. 3: Cancel the project.

This is not the recommended action as the City of Fountain Valley can benefit from economy of scale from City of Huntington Beach’s larger scale project with better unit price. In addition, since these roads have shared city boundaries, the same roadways will have mismatched new pavement on the Huntington Beach side and old pavement on the Fountain Valley side.

RECOMMENDATION:

It is recommended that the City Council: 1) Approve the Cooperative Agreement between the City of Fountain Valley and the City of Huntington Beach for the Rehabilitation and Resurfacing of Newland Street from Talbert Avenue to Ellis Avenue and the Brookhurst Street intersection at Garfield avenue; and, 2) Create project number TI270 and Approve the Amendment of the Fiscal Year 20/21 Traffic Improvement Fund budget in the amount of $220,000.00.

Prepared by: Regino DeAvila, Engineering Technician III/Project Manager
Reviewed by: Temo Galvez, Deputy Director of Public Works/City Engineer
Approved by: Hye Jin Lee, Director of Public Works
Fiscal Review by: Jennifer Lampman, Finance Director/City Treasurer
Approved by: Rob Houston, City Manager
Attachment No. 1: Cooperative Agreement between the City of Fountain Valley and City of Huntington Beach
AGREEMENT

THIS AGREEMENT, (Agreement), dated this _____ day of ____________________, 2020, is made and entered into by and between the City of Huntington Beach, a municipal corporation, hereinafter referred to as “HUNTINGTON BEACH” and the City of FOUNTAIN VALLEY, a municipal corporation, hereinafter referred to as “FOUNTAIN VALLEY”.

WITNESSETH:

WHEREAS, HUNTINGTON BEACH is contemplating the rehabilitation of the pavement surface of that portion of Brookhurst Street from Yorktown Avenue to Garfield Avenue and Newland Street from Ellis Avenue to Talbert Avenue located in the City of Huntington Beach, (hereinafter the “HUNTINGTON BEACH PORTION”); and,

WHEREAS, there is a portion of Brookhurst Street and Newland Street located within the boundaries of FOUNTAIN VALLEY (hereinafter “FV PORTION”); and

WHEREAS, FOUNTAIN VALLEY desires to have HUNTINGTON BEACH rehabilitate the FV PORTION of Garfield Avenue in conjunction with the HUNTINGTON BEACH PORTION, collectively the “PROJECT”, and HUNTINGTON BEACH is willing to do so. The exact location of the FV PORTION is described in detail in the document attached hereto as Exhibit A, incorporated by this reference.

NOW, THEREFORE, in consideration of the following promises, covenants, and conditions, the parties hereto do agree as follows:

1. DUTIES OF HUNTINGTON BEACH

   a. Upon commencement of the PROJECT, HUNTINGTON BEACH shall include the FV PORTION as a part of HUNTINGTON BEACH’s public works pavement rehabilitation project, prepare the request for bids, hire the lowest responsible bidder (the “Successful Contractor”), and oversee and administer the PROJECT in the FV PORTION in the same manner and to the same extent as the HUNTINGTON BEACH PORTION. HUNTINGTON BEACH shall in no event be liable to FOUNTAIN VALLEY based upon the process or result of the request for bids and/or selection of the Successful Contractor, and FOUNTAIN VALLEY hereby agrees not to contest or interfere with HUNTINGTON BEACH’s performance of the bidding process nor its selection of the Successful Contractor. If HUNTINGTON BEACH, in its sole discretion, determines not to proceed with the PROJECT at any time prior to commencement of actual work, this Agreement shall terminate with no further action required by either party.
b. At least thirty (30) calendar days prior to release of the Notice Inviting Bids for the PROJECT, HUNTINGTON BEACH’s City Engineer shall provide FOUNTAIN VALLEY’s City Engineer a copy of the PROJECT’s plans and specifications for his approval, which approval shall not be unreasonably withheld. If FOUNTAIN VALLEY’s City Engineer objects to the plans and specifications, and if his objections cannot be satisfied through discussions with HUNTINGTON BEACH’s City Engineer, the FV PORTION shall not be included in the PROJECT; HUNTINGTON BEACH shall proceed with the HUNTINGTON BEACH PORTION only; this Agreement shall automatically terminate; and, neither party shall have any liability or obligation to the other.

c. HUNTINGTON BEACH agrees that it shall not permit nor cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, or, or about the FV PORTION. “Hazardous Materials” shall mean any material that, because of its quantity, concentration, or physical or chemical characteristics, or any combination thereof, is deemed by an federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Notwithstanding the foregoing, both parties hereby acknowledge that the pavement rehabilitation work contemplated by this Agreement may inherently require the use of Hazardous Materials on the FV PORTION as well as the HUNTINGTON BEACH PORTION, and no liability shall inure to HUNTINGTON BEACH by the appropriate usage of such necessary Hazardous Materials in its performance of the PROJECT.

2. DUTIES OF FOUNTAIN VALLEY

a. FOUNTAIN VALLEY shall pay HUNTINGTON BEACH for the actual cost of the work on the FV PORTION based upon the unit prices set forth in the bid of the Successful Contractor and quantities actually used on the FV PORTION. The estimated cost of the FV PORTION, including a ten percent (10%) contingency, is Two Hundred and Nine Thousand, and Six Dollars and 00/100 ($209,006.00). FOUNTAIN VALLEY shall pay HUNTINGTON BEACH an amount equal to fifty percent (50%) of the estimated cost of the FV PORTION (“Initial Payment”), based upon unit prices set forth in the Successful Contractor’s bid. FOUNTAIN VALLEY shall pay the Initial Payment within fifteen (15) calendar days after the commencement of construction. FOUNTAIN VALLEY shall pay HUNTINGTON BEACH the remaining balance due for the FV PORTION upon official final approval of the work by HUNTINGTON BEACH.

b. FOUNTAIN VALLEY agrees that any permits required by the Successful Contractor for the work to be performed on the FV PORTION shall be issued to the Successful Contractor at no cost to HUNTINGTON BEACH or the Successful Contractor.
PORTION of the work at its own cost, and such inspections shall be conducted on the same basis and according to the same standards as are used on projects of a similar size, scope and nature in FOUNTAIN VALLEY.

d. **FOUNTAIN VALLEY** agrees to fully cooperate with HUNTINGTON BEACH and the Successful Contractor in the prosecution of the work, traffic control, and any other matters required for completion of the PROJECT in the FV PORTION.

e. **FOUNTAIN VALLEY** acknowledges that HUNTINGTON BEACH is not the contractor for the PROJECT and that HUNTINGTON BEACH does not warrant any work performed by the Successful Contractor. Notwithstanding the above, HUNTINGTON BEACH shall require the Successful Contractor to provide FOUNTAIN VALLEY with any and all warranties, insurance coverage, and indemnities and any other rights the Successful Contractor agrees to provide to HUNTINGTON BEACH under the construction contract and as provided by law.

f. In addition to the above, **FOUNTAIN VALLEY** also agrees to pay HUNTINGTON BEACH for all costs associated with any change orders pertaining to the FV PORTION, provided the change orders have been previously approved in writing by FOUNTAIN VALLEY's Director of Public Works.

3. ENTIRE AGREEMENT

This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements that may have been entered into between the parties. No modifications or revisions shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

4. ASSIGNMENT

Neither FOUNTAIN VALLEY nor HUNTINGTON BEACH may assign or transfer its rights or obligations under this Agreement, or any part thereof, without the written consent of the other party.

5. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. If any portion of this Agreement is held invalid under any applicable statute or rule of law, then such portion only shall be deemed invalid.
6. **NO WAIVER**

No waiver or failure to exercise any right, option, or privilege under the terms of this Agreement on any occasion shall be construed to be a waiver of any other right, option, or privilege on any other occasion.

7. **NO THIRD PARTY RIGHTS**

The parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

8. **NOTICES**

Notices and communication concerning this Agreement shall be sent to the following addresses:

**HUNTINGTON BEACH**

City of Huntington Beach
Attention: Public Works Director
2000 Main Street
Huntington Beach, CA 92648

**FOUNTAIN VALLEY**

City of FOUNTAIN VALLEY
Attention: Public Works Director
10200 Slater Avenue
FOUNTAIN VALLEY, CA 92708-4736

Either party may, by notice to the other party, change the address specified above. Service of notice or communication shall be complete, if personally served, when received at the designated address, for five (5) calendar days after deposit of said notice or communication in the United States mail.

9. **EFFECTIVE DATE**

The effective date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signatures hereto.

10. **INDEMNIFICATION**

Except for claims arising out of the sole active negligence of FOUNTAIN VALLEY, its officers, employees, or agents, HUNTINGTON BEACH hereby agrees to indemnify, defend and hold harmless FOUNTAIN VALLEY and its elected and appointed officials, officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys’ fees, for injury to or death of, any person, and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with HUNTINGTON BEACH’S performance of this Agreement. Except for claims arising out of the sole active negligence of HUNTINGTON BEACH, its officers, employees, or agents, FOUNTAIN VALLEY hereby agrees to
indemnify, defend, and hold harmless HUNTINGTON BEACH, and its elected and
appointed officials, officers, agents and employees from any and all claims, liabilities,
expenses or damages of any nature, including attorneys' fees, for injury to or death of, any
person, and for injury to any property, including consequential damages of any nature
resulting therefrom, arising out of or in any way connected with FOUNTAIN VALLEY'S
performance of this Agreement.

11. **SEVERABILITY**

If any term, provision, covenant, or condition set forth in this Agreement is held by
the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable,
the remaining provisions, covenants and conditions shall continue in full force and effect to
the extent that the basic intent of the parties as expressed herein can be accomplished. In
addition, in such event the parties shall cooperate in good faith in an effort to amend or
modify this Agreement in a manner such that the purpose of the invalidated or voided
provision, covenant, and condition can be accomplished to the maximum extent legally
permissible; provided, however, that in no event shall any party be required to agree to an
amendment or modification of this Agreement that materially adversely impacts its rights or
materially increases its obligations or risks as set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be
executed on the dates hereinafter respectively set forth.

**CITY OF HUNTINGTON BEACH,**
a municipal corporation

By:  
Director of Public Works

APPROVED AS TO FORM:

Michael Gates, City Attorney

**DATE OF EXECUTION:**

8/20/2020

**ATTEST:**

FOUNTAIN VALLEY City Clerk

**DATE OF EXECUTION:**

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**CITY OF FOUNTAIN VALLEY,**
a municipal corporation

By:  
Mayor

APPROVED AS TO FORM:

[Signature]

FOUNTAIN VALLEY City Attorney
To: Honorable Mayor and Members of the City Council

Agenda Date: September 15, 2020

Subject: Request to Approve Amendment No. 1 to Emergency Outdoor Use Activity Order

EXECUTIVE SUMMARY:
The Fountain Valley City Council would like to ensure businesses, religious and cultural institutions, gyms, and physical fitness facilities have the ability to operate safely and successfully during the COVID-19 economic recovery.

Orange County is currently in the Red stage of the State’s Blueprint for a Safe Economy, which has created challenges for some local businesses that had previously been using the State's Resilience Roadmap as a guide to their reopening strategy. In an effort to maintain social distancing and safety protocols and allow some specified businesses, religious institutions, cultural activities, gyms, and physical fitness facilities, the Temporary Public Park and Open Space permitting process is proposed to allow for adherence to the state and local health guidelines. Currently, gyms are limited to 10% capacity and religious and cultural institutions are limited to 25% capacity while operating inside.

The City Council desires to allow flexibility in public parking lot, park, and open space standards to permit businesses to operate outdoors on a temporary basis.

If directed by City Council, the City Manager will issue Amendment No. 1 to the existing Emergency Order to temporarily allow specified businesses, religious institutions, cultural activities, gyms, and physical fitness facilities with free access to operate in open park space or public parking lots via the Temporary Public Park and Open Space use permit. The Community Services Director would have the ability to give final approval on these permit applications on a case by case basis, and after administrative review by the Planning, Public Works, Fire, and Police Departments.

Because the City Council declared a Local Emergency on March 17, 2020, the City Manager possesses certain emergency powers that allow flexibility to rapidly respond to emergencies. Allowing the use of public parking lots, parks, and open spaces during the COVID-19 pandemic when a Temporary Public Park and Open Space use permit has been obtained is "reasonably related to the protection of life and property as affected by such emergency" and, if authorized by the City Council, the City Manager will enact the Amendment No. 1 to the Emergency Outdoor Use Activity Order described below.
2.57.060 Emergency powers.
In the event of the proclamation of a local emergency as herein provided, or the proclamation of a state of emergency or a state of war emergency by the Governor or the director of the California Office of Emergency Service, the director is empowered to:

(a) Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency, provided, however, such rules and regulations must be confirmed at the earliest practicable time by the city council;

(e) Execute all of his or her ordinary power, as well as all of the special powers conferred upon him or her by this chapter, or by resolution adopted pursuant thereto, all powers conferred upon him or her by any statute, agreement approved by the city council, or by any other lawful authority, and in conformity with Section 38791 of the Government Code, to exercise all police power vested in the city by the Constitution and general laws. (Ord. 1506 § 2, 2015)

DISCUSSION:
As Orange County continues to navigate the stages of the State’s Blueprint for a Safe Economy, there are allowances that provide individual cities with ability to modify existing orders to ensure compliance with local, state, and federal guidelines during the national pandemic.

Amendment No. 1 to the Emergency Outdoor Use Activity Order approving the Temporary Public Park and Open Space use permit would provide local support for businesses that have been economically impacted by the pandemic and have limited operational capacity due to the state and local health guidelines.

The term of the application shall be in effect until further notice, unless the defined businesses or outlined uses of public parking lot or park spaces is no longer necessary due to the local, state, and/or federal mandates extension of use of brick and mortar facilities for business or intended use.

FINANCIAL ANALYSIS:
There are no fees associated with issuance of the permit and no financial impacts to the City budget as a result of this action. The fee to obtain the permit would be waived.

ATTORNEY REVIEW:
The Attorney for the City has reviewed this Amendment.
City Council Request
Request to Approve Amendment No. 1 to Emergency Outdoor Use Activity Order
09/15/20
Page 3

ALTERNATIVES:
1. Direct the City Manager to issue an Emergency Order allowing amendment no. 1 to the temporary emergency Outdoor Use Activity on public with the issuance of a Temporary Public Park and Open Space use permit during the period of the local emergency.
2. Do not direct the City Manager to issue an Emergency Order allowing amendment no. 1 to the temporary emergency Outdoor Use Activity on public property with the issuance of a Temporary Emergency Use Permit during the period of the local emergency and provide direction.

RECOMMENDED ACTION:
1. Staff recommends that the City Council select Alternative No. 1: Direct the City Manager to issue an Emergency Order allowing amendment no. 1 to the temporary emergency Outdoor Use Activity Order with the issuance of a Temporary Public Park and Open Space use permit during the period of the local emergency.

Prepared By: Yvette E. Aguilar, Community Services Manager
Approved By: Rob Frizzelle, Community Services Director
Fiscal Review by: Jennifer Lampman, Finance Director/ Treasurer
Approved By: Rob Houston, City Manager

Attachment 1: Proposed Amendment No. 1 to Executive Order
Attachment 2: Executive Order, Dated and Approved June 2, 2020
EMERGENCY OUTDOOR USE ACTIVITY ORDER
AMENDMENT NO. 1

On June 2, 2020, the City Council of the City of Fountain Valley directed the City Manager to issue the following emergency order allowing restaurants and commercial establishments with access to private sidewalks and/or private parking to utilize portions of those areas for dining or retail services, in accordance with the safety criteria outlined below, provided the consent of the landlord or property-owner has been obtained, and provided a Temporary Emergency Use Permit has been approved by the City.

Now, therefore, the City Council of the City of Fountain Valley directs the City Manager to issue the following amendment number one to the order:

Include the Temporary Public Park and Open Space Use permit to the order, authorizing the Community Services Director to approve use of open park space, on a case-by-case basis, for operation of some specified businesses, religious institutions, cultural activities, gyms, and physical fitness facilities within the City of Fountain Valley.

Specified businesses include any business that is limited or unable to operate within their existing brick and mortar location and does not meet the criteria set forth in the Temporary Emergency Use Permit.

1. Applicability

- *Temporary Public Park and Open Spaces.* Businesses, religious institutions, cultural activities, gyms, and physical fitness facilities with appropriate guidelines for operating in an open space may utilize designated Temporary Public Park and Open Spaces. Businesses must have a current City of Fountain Valley Business License.

2. Permit Process

- *Temporary Public Park and Open Space Use application.* Please complete a Temporary Public Park and Open Space Use application and return to the Recreation and Community Services Department. Your application will be reviewed by the Recreation and Community Services, Fire, and Police Departments and responded to within 2-3 business days. Please email your completed application to FVRecCenter@fountaintvalley.org. Be aware that hard copies submitted to the Recreation Center require 24-hour quarantine, which may delay a response.

- *Application Contents.* In addition to a completed application, the Temporary Public Park and Open Space Use application shall include:
  - A dimensioned plan showing the requested Temporary Public Parking Lot, Park, and Open Space area(s) and pedestrian paths with social distancing measurements, and the applicants guidelines. The plan should also indicate use of temporary barriers that will be utilized and their intended location.
3. Criteria for Temporary Public Park and Open Space Activity

a. Permitted Locations (General)

- Temporary Public Park and Open Space Use may occur within a specified area of a City-owned, public parking lot, park, or open space, when the safety criteria described herein is met.
- Approved Public Park and Open Space Use location (size and specific location) may not be altered without approval by the Community Services Director.
- The use of removable barriers to define Temporary Public Park and Open Space Use areas, seating areas, curb-side pick-up areas, and pedestrian paths, is permissible. Temporary barriers are allowable, but they must clearly serve the intended purpose, ensure public safety, and protect patrons from vehicles, and be identified and disclosed on the application.
- Temporary Public Parking Lot, Park, and Open Space Use areas shall allow for at least 6 feet of separation between the designated activity area and any obstructions.
- Access to public utilities, building entrances/exits, ADA facilities, fire hydrants, fire hose connections for sprinkler systems shall not be obstructed by Temporary Public Parking Lot, Park, and Open Space Use area.

b. Parking Lots

- No parking for persons with disabilities may be repurposed.
- Vehicular paths may not be modified and must be clearly marked and signed to ensure pedestrian safety, with the exception of specified and approved use of a public parking lot for a drive-thru style activity.
- The twenty (20) feet fire lane shall not be obstructed at any time.
- Fire lanes shall not be obstructed at any time.

c. Tents and Other Shade Structures

- Tents that are 10 feet by 10 feet in size or smaller may be erected in the approved areas. Tents or shade structures that are larger than 10 feet by 10 feet in size must comply with CFC Title 19, Chapter 2.
- If tents are approved to be staked, the ground must be repaired upon removal of the tent by the permittee.
- If not staked, all tent legs must be weighted by a minimum of 30 lbs. and weights must be securely attached to canopy roof and canopy leg separately. Items that make acceptable weights include: 5 gallon bucket full of water, sand, or concrete or sand bags.
- Ropes and straps should be strong (bungee or rubber straps are prohibited).
- Weights must be on the ground and not dangling.
- Weights and lines must not pose a hazard and be clearly visible.
- For maximum safety, do not leave tents unsecured at any time.
- Heaters of any kind shall not be used under tents or umbrellas.
• Tents shall not have closed walls in place while open to the public and all sides should be open for air flow.
• The Fire Department will conduct an inspection of the tents and may require some modifications. For questions, contact Michele Rudaitis at 714-593-4430.

d. Operational Criteria

• The hours of operation of the temporary activity area shall be restricted to dawn to dusk, or until the last permitted lighted activity as approved by the Community Services Director.
• All equipment must be removed daily from the public park or open space and the end of the permitted activity.
• Vehicular circulation/access lanes and park pathways must be kept clear at all times.
• Temporary banners advertising the activity may be permitted in conjunction with Temporary Public Park and Open Space Use Permit in the interior of the approved park location. One banner per permittee shall be allowed in a pre-approved area that should be outlined in the application. The maximum size shall be: 45 square feet in area and 3 ft. by 15 ft.
• Appropriate directional and safety signage (e.g. one way, exit only, maintain social distancing, etc.) that does not contain advertisements may be utilized, but should be outlined in the permit application for approval.
• Space heaters are permitted provided that they are an outdoor approved type, are located in accordance with the manufacturer’s recommendations, and are located at least two (2) feet from the edge of any umbrella canvas, any foliage, or any other flammable object or material. Propane tanks shall not be stored outdoors.
• No heating, cooking or open flames are permitted in the Outdoor Use Activity area.
• Tents, umbrellas and other decorative material shall be fire-retardant, pressure-treated or manufactured of fire-resistant material. No portion of an umbrella shall be less than six (6) feet, eight (8) inches (eighty (80) inches) above the sidewalk.
• The permittee shall be responsible for cleaning up trash as needed but at a minimum of two times per day.
• Keep it simple. Limit visual clutter (banners, flags, signs, etc...) so public can easily figure out how to access the pick-up areas.

f. Outdoor Seating

• Maintain a 6 feet separation between each table, including chairs.
• If people are at a table together, they don’t need to be 6 feet apart. Each table setting needs to be 6 feet from other tables measured from the back of each chair, chair-to-chair.

4. Responsibilities for Temporary Public Park and Open Space Activity

• All permitted activates must adhere to State and Local health regulations.
• It shall be the responsibility of the permittee to have the approved Temporary Public Park and Open Space Use permit available upon request by City personnel.
• It shall be the responsibility of the permittee to maintain and secure the removable barriers per the approved plans and all materials located inside the permitted area.
• Maintenance (daily upkeep, litter cleanup, etc.) associated with Use operations shall be the responsibility of the permittee.
• The Use shall provide evidence of general liability insurance in the amount of $1,000,000 and an endorsement naming the City of Fountain Valley as an additional insured.
• Businesses must have a current City of Fountain Valley Business license.
• The Temporary Public Park and Open Space Use permit is not effective unless it is signed by the applicant indicating and acknowledging his/her understanding of the conditions imposed therein.
• By signing and accepting the Temporary Public Park and Open Space Use permit, the applicant accepts the benefits conferred by the permit subject to the conditions imposed therein.
• By accepting the right to operate pursuant to the Temporary Public Park and Open Space Use permit, the applicant waives all rights to challenge any condition imposed as unfair or unreasonable.
• The applicant understands that there are inherent safety concerns when operating in an outdoor, Temporary Public Parking Lot, Park, and Open Space, and by signing the Temporary Public Parking Lot, Park, and Open Space Use permit the applicant agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees, from any and all liability or claims that may be brought against the City arising out of its approval of the Temporary Public Parking Lot, Park, and Open Space Use Permit.
• The City is not responsible for any damages or loss of equipment installed pursuant to an approved Temporary Public Parking Lot, Park, and Open Space Use permit.

5. Revocation

• The City reserves the right to revoke any Temporary Public Park and Open Space Use permit area that: (i) creates an obstruction to, or causes congestion of, pedestrian or vehicular traffic on the surrounding public right-of-way; (ii) if it finds the installation represents a danger to the health, safety or general welfare of the public; or (iii) a Use violates the requirements of a Temporary Public Park and Open Space Use permit.
• The applicant shall comply with all federal, state, and local laws. Violations of any of those laws in connection with the use will be cause for revocation of this Temporary Public Parking Lot, Park, and Open Space Use permit.
EMERGENCY ORDER ALLOWING TEMPORARY EMERGENCY OUTDOOR ACTIVITY ON PRIVATE PROPERTY

ISSUED JUNE 2, 2020

On June 2, 2020, the City Council of the City of Fountain Valley directed the City Manager to issue this emergency order allowing restaurants, commercial establishments, and religious institutions with access to private sidewalks and/or private parking to utilize portions of those areas for dining, retail services, and operations in accordance with the safety criteria outlined below, provided the consent of the landlord or property-owner has been obtained, and provided a Temporary Emergency Use Permit has been approved by the City.

1. Applicability

- **Private Sidewalks and Parking Lots.** Businesses and religious institutions (together “Uses”) with access to private sidewalks and/or private parking lots may utilize portions of these areas for dining, retail services, outdoor services, and curb-side pick-up.

- **Uses Identified by State and County Order can Operate.** The Uses that will be allowed to operate outdoors shall only be those that have been cleared by the State and Orange County Health Care Agency to operate. As the State and County expand the list of Uses that are allowed to operate, the list of Uses that can operate outdoors in Fountain Valley will automatically expand.

- **Duration.** The Temporary Emergency Use Permit shall terminate when: (a) the local emergency proclaimed on March 17, 2020, (as may be extended) is no longer in effect; or (b) the State and County allow resumption of normal and full operations. As a Use is permitted to resume full and normal operations, they shall abandon outdoor operations and relocate back inside.

2. Permit Process

- **Temporary Emergency Use Permit application.** Please complete a Temporary Emergency Use Permit application (Attached) and return to the Planning Department. Your application will be reviewed by the Planning, Public Works, Fire, and Police Departments and responded to within 2-3 business days. Please email your completed applications to planning.building@fountainvalley.org. Be aware that hard copies submitted to city hall require 24 hour quarantine, which may delay a response.

- **Commercial Centers.** If there are multiple tenants in a commercial center, it is recommended that a Temporary Emergency Use Permit for an entire center be submitted by the property manager. Individual Uses within a plan approved for the center will then have their Temporary Emergency Use Permit application expedited. Plans for the center must comply with the provisions contained herein and the property manager shall be responsible for identifying the Outdoor Use Activity area for each
tenant. Use of the parking lot will not be permitted unless a plan for the entire center has been approved by the property manager.

- **Individual Uses in Commercial Centers.** If a Temporary Emergency Use Permit for the entire commercial center in which the individual Use is located has not been approved, Uses in commercial centers may complete a Temporary Emergency Use Permit on an individual basis with approval of the property manager. In this case, the temporary Outdoor Use Activity area shall be limited to the sidewalk/plaza area directly in front of the store. The length of the Outdoor Use Activity area shall be limited to the leasehold frontage and the depth will be dependent upon the required ADA and social distancing clearances. The temporary Outdoor Use Activity for an individual Use shall comply with all applicable provisions of this Emergency Order.

- **Application Contents.** In addition to a completed application, the Temporary Emergency Use Permit application shall include:
  - A dimensioned plan showing the location of the Outdoor Use Activity area(s) and pedestrian paths with social distancing measurements.
  - A dimensioned site plan of the center/property that depicts vehicular and pedestrian circulation patterns, curb-side pick-up areas (if any), outdoor activity areas by tenant, outdoor seating areas, pedestrian flow areas, parking areas, parking backup areas required by FVMC 21.22.070 Figure 3-2, equipment such as wash stations and hand sanitizing stations or stations for staff set up and service.

3. **Criteria for Temporary Outdoor Use Activity on Private Property**

   a. **Permitted Locations (General).**

   - Temporary Outdoor Use Activity may occur within private parking lots, plazas, and sidewalks when the safety criteria described herein is met.
   - The use of removable barriers to define Outdoor Use Activity areas, seating areas, curb-side pick-up areas, pedestrian paths, vehicular paths is permissible. There is no limitation as to the type of temporary barriers, but they must clearly serve the intended purpose, ensure public safety, and protect patrons from vehicles.

b. **Private Sidewalks and Plazas**

   - Each tenant may use the sidewalk or plaza directly in front of their Use for temporary Outdoor Use Activity. The width of the Outdoor Use Activity area shall not exceed the width of the frontage of the subject Use. The depth of the Outdoor Use Activity area shall depend upon the other required clearances described below. However, the property manager may approve alternative locations, lengths, and sizes of Outdoor Use Activity areas for individual tenants in a Temporary Emergency Use Permit for the entire center.
   - Temporary Outdoor Use Activity areas shall allow for at least 6 feet of separation between the Outdoor Use Activity area and any obstructions.
• The temporary outdoor activity area and/or pedestrian path shall be physically
separated from pedestrian and vehicular paths and clearly demarked by durable and
removable barriers.
• The pedestrian path shall be measured from the Outdoor Use Activity boundary to the
curb face and other large obstructions (e.g. planters, utility boxes). No tables, or chairs,
umbrellas or other fixtures shall be permitted within the pedestrian path.
• Access to public utilities, building entrances/exits, ADA facilities, fire hydrants, fire hose
connections for sprinkler systems shall not be obstructed by barriers or seating.

c. Parking Lots

• As approved for a commercial center, each tenant may convert a portion of the parking
lot near their Use for temporary Outdoor Use Activity. Individual tenants may not utilize
private parking lots of a commercial center without a Temporary Emergency Use Permit
first being approved for the entire commercial center.
• Up to 50% of on-site private parking in a center may be converted to Outdoor Use
Activity.
• No parking for disabled persons may be repurposed – unless replaced and demarked
elsewhere in the center.
• Landscape areas shall not be used or converted for parking, outside seating, or
operational activities.
• Vehicular paths and curb-side pick-up areas must be clearly marked and signed to
ensure pedestrian safety.
• The twenty (20) feet fire lane shall not be obstructed at any time; however, the fire
lanes can be relocated to an alternate path with approval of the Fire Department.
• Required parking dimensions and back up’s as required per FVMC 21.22.070 Figure 3-2
must be observed.

d. Tents and Other Shade Structures

• Tents that are 10 feet by 10 feet in size or smaller may be erected in the approved
Outdoor Use Activity areas. Tents or shade structures that are larger than 10 feet by 10
feet in size must comply with CFC Title 19, Chapter 2.
• If tents are staked, the parking lot must be repaired upon removal of the tent.
• If not staked, all tent legs must be weighted by a minimum of 30 lbs. and weights must
be securely attached to canopy roof and canopy leg separately. Items that make
acceptable weights include: 5 gallon bucket full of water, sand, or concrete or sand bags.
• Ropes and straps should be strong (bungee or rubber straps are prohibited).
• Weights must be on the ground and not dangling.
• Weights and lines must not pose a hazard and be clearly visible.
• For maximum safety, do not leave tents unsecured at any time.
• Heaters of any kind shall not be used under tents or umbrellas.
• Tents shall not have closed walls in place while open to the public and all sides should be open for air flow.
• The Fire Department will conduct an inspection of the tents and may require some modifications. For questions, contact Michele Rudaitis at 714-593-4430.

e. Operational Criteria

• The hours of operation of the temporary Outdoor Use Activity area shall be restricted to the adjacent Use's operating hours. However, if within 200 feet of a residential property line, outdoor activities that cause noise may be restricted to reasonable operating hours (e.g., between 7:00 AM and after 9:00 PM) as determined by the City in consideration of any existing CUP.
• Vehicular circulation/access lanes must be kept clear at all times.
• Driveways must be kept clear at all times to prevent cars from stacking into streets. This may require that parking lot monitors be employed by the Use and/or commercial center.
• Temporary banners advertising the Use may be permitted in conjunction with Temporary Emergency Use Permit. One banner per tenant and three banners for the commercial center shall be allowed. The maximum size shall be: 45 square feet in area and 3 ft. by 15 ft. Banners shall be located on the temporary Outdoor Use Activity area for the tenant. Banners for the commercial center may be allowed within the perimeter landscaped area but not within the corner/intersection visibility areas.
• There is no limit on directional and safety signage (e.g., one way, exit only, maintain social distancing, etc...) that does not contain advertisements.
• Space heaters are permitted provided that they are an outdoor approved type, are located in accordance with the manufacturer's recommendations, and are located at least two (2) feet from the edge of any umbrella canvas, any foliage, or any other flammable object or material. Propane tanks shall not be stored outdoors.
• No heating, cooking or open flames are permitted in the Outdoor Use Activity area.
• Tents, umbrellas and other decorative material shall be fire-retardant, pressure-treated or manufactured of fire-resistant material. No portion of an umbrella shall be less than six (6) feet, eight (8) inches (eighty (80) inches) above the sidewalk.
• No outdoor amplified noise shall be permitted.
• The Use and property manager shall be responsible for cleaning up trash as needed but at a minimum of two times per day.
• Keep it simple. Limit visual clutter (banners, flags, signs, etc...) so public can easily figure out how to access the pick-up areas.
f. Outdoor Seating

- Maintain a 6 foot separation between each table, including chairs.
- If people are at a table together, they don’t need to be 6 feet apart. Each table setting needs to be 6 feet from other tables measured from the back of each chair, chair-to-chair.

g. Alcoholic Beverages

- Restaurants and food establishments with approved City and State licenses will be permitted to sell and allow on-premise consumption of alcoholic beverages within expanded dining areas on private property.
- Restaurants not currently permitted to sell alcohol will not be affected by this program.
- When the temporary stay-at-home orders have been lifted in Orange County by the State, provide a Copy of the completed COVID-19 Temporary Catering Authorization application that has been submitted to ABC (available here: https://www.abc.ca.gov/fourth-notice-of-regulatory-relief/). Once approved by ABC, provide a copy of the approved application to the Planning Department.

4. Responsibilities for Outdoor Use Activity

- It shall be the responsibility of the Use and/or property manager to post the approved Temporary Emergency Use at the business at all times.
- It shall be the responsibility of the Use and/or property manager to maintain and secure the removable barriers per the approved plans and all materials located inside the outdoor activity areas.
- Maintenance (daily upkeep, litter cleanup, etc.) associated with Use operations shall be the responsibility of the Use and/or property manager.
- The Use shall provide evidence of general liability insurance in the amount of $1,000,000 and an endorsement naming the city of Fountain Valley as an additional insured.
- The Temporary Emergency Use Permit is not effective unless it is signed by the applicant indicating and acknowledging his/her understanding of the conditions imposed therein.
- By signing and accepting the Temporary Emergency Use Permit, the applicant accepts the benefits conferred by the permit subject to the conditions imposed therein. By accepting the right to operate pursuant to the Temporary Emergency Use Permit, the applicant waives all rights to challenge any condition imposed as unfair or unreasonable.
- The applicant understands that there are inherent safety concerns when operating outdoors, especially in a parking lot, and by signing the Temporary Emergency Use Permit the applicant agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees, from any and all liability or claims that may be brought against the City arising out of its approval of the Temporary Emergency Use Permit.
• The city is not responsible for any damages or loss of equipment installed pursuant to an approved Temporary Emergency Use Permit.

5. Revocation

• The City reserves the right to revoke any Outdoor Use Activity area that: (i) creates an obstruction to, or causes congestion of, pedestrian or vehicular traffic on the surrounding public right-of-way; (ii) if it finds the installation represents a danger to the health, safety or general welfare of the public; or (iii) a Use violates the requirements of a Temporary Emergency Use Permit.

• The applicant shall comply with all federal, state, and local laws. Violations of any of those laws in connection with the use will be cause for revocation of this Temporary Emergency Use Permit.
To: The Honorable Mayor and Members of the City Council

Subject: Approve a Resolution to Accept the Office of Traffic Safety Selective Traffic Enforcement Program Grant, Amend the FY 2020-21 Budget in the Amount of $53,000 and Appropriate an Expenditure to Incorporate the Changes into the FY 2020-21 Budget

EXECUTIVE SUMMARY:

The State Office of Traffic Safety offers local law enforcement agencies grants to staff selective traffic enforcement programs on an overtime basis. The time period for this grant is based on the Federal Fiscal Year beginning October 1, 2020 and ending September 30, 2021. This grant consists of a comprehensive program, which includes overtime funding for selective enforcement details, bicycle safety programs, Officer training, and specialized equipment. Due to strict timelines, Staff submitted a grant application in keeping with the Office of Traffic Safety guidelines, which are explained in detail below. This was a competitive process, and the City was granted money in part because of our collision rates. Council’s authorization is required to accept these funds and begin this program. The City will be reimbursed for overtime costs, training costs and equipment in the amount of $53,000.

DISCUSSION:

The Police Department is committed to traffic safety within the City. The Police Department is continually analyzing traffic trends in an effort to combat DUI, hazardous vehicle operation violations, and the reduction of traffic collisions. The grant requires traffic enforcement components, such as DUI checkpoints, DUI saturation patrols, primary collision factor violations, distracted driver, motorcycle, pedestrian and bicycle enforcement, be conducted in an effort to reduce injury collisions. These components are designed to complement existing Police Department programs and are to be conducted on an overtime basis.

DUI checkpoints, DUI saturation patrols, the enforcement of primary collision factor violations, distracted drivers, motorcycle, pedestrian and bicycle violation enforcement activities are effective ways to maximize the deterrent effect and increase the perception of apprehension of motorists who would operate a vehicle in a dangerous manner.

The Police Department was awarded the grant in the amount of $53,000. Of the amount awarded, $40,300 is to cover overtime expenses of staffing various enforcement and
education components. The enforcement programs will be placed at different locations and time frames as determined by traffic collision analysis. The grant provides reimbursement for two DUI checkpoints to be conducted during the summer and winter holiday. Additionally, the grant provides the funding to operate four bicycle safety programs at our local elementary schools. The grant also provides $2,910 in travel expenses for traffic-related training, which is approved by the California Office of Traffic Safety. Additionally, the grant will provide for the purchase of $9,790 in equipment (DUI checkpoint supplies and scene mapping software). Particularly, the scene mapping software will replace existing, antiquated technology used by the Traffic Bureau to investigate serious and fatal traffic collisions. This scene mapping software will be one component of a multi-faceted program which will expedite scene documentation and significantly reduce road closures, overtime costs and demand of City resources to conduct investigations in the roadway. In addition to the software paid for by OTS, the City of Fountain Valley will be required to purchase equipment, updated collision reconstruction software and training of at least one officer.

Projected goals for the program are as follows:

1. To reduce the number of collisions and the number of victims killed or injured in alcohol-involved collisions.

2. To reduce the number of collisions and the number of victims killed or injured as a result of violations of the California Vehicle Code to include: Primary collision factor, distracted driver, and motorcycle-related violations.

3. To reduce the number of bicyclists and pedestrians killed or injured as a result of a collision.

The total program costs are $53,000. The City will receive 100 percent reimbursement for these costs as a result of the grant.

FINANCIAL ANALYSIS:

The OTS grant allocation for the City of Fountain Valley is $53,000, which is the projected expense to staff a variety of enforcement components. The following is a breakdown of enforcement components and reimbursable costs:

<table>
<thead>
<tr>
<th>Enforcement Component</th>
<th>Reimbursable Overtime Costs</th>
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<td>DUI Checkpoints</td>
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Council Action Request
OTS Step Grant
September 15, 2020
Page 3

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<tr>
<th>Traffic Safety Education Presentations</th>
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<td><strong>SUBTOTAL</strong></td>
<td><strong>$9,790</strong></td>
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</table>

**GRAND TOTAL** $53,000

Without the grant money, the Police Department will have to spend budgeted money for overtime to staff each component, and these expenses would not be reimbursed. The Police Department would then have to choose between incurring these costs or neglecting valuable enforcement and education tools.

**ATTORNEY REVIEW:**

The Attorneys for the City have reviewed and concur with the recommended action.

**PUBLIC NOTIFICATION:**

Public notification was accomplished through the normal agenda process.

**ALTERNATIVES:**

**Alternative No. 1:** Approve a Resolution to accept the Office of Traffic Safety Selective Traffic Enforcement Program grant and amend the FY 2020-21 budget and appropriate an expenditure to incorporate the changes into the FY 2020-21 budget in the amount of $53,000.

**Alternative No. 2:** Do not approve a Resolution to accept the Office of Traffic Safety Selective Traffic Enforcement Program grant, and do not amend the FY 2020-21 budget and do not appropriate an expenditure to incorporate the changes into the FY 2020-21 budget.
RECOMMENDATION:

It is recommended that the City Council approve Alternative No. 1: Approve a Resolution to accept the Office of Traffic Safety Selective Traffic Enforcement Program grant, and amend the FY 2020-21 budget and appropriate an expenditure to incorporate the changes into the FY 2020-21 budget in the amount of $53,000.

Prepared by: James J. Cataline, Sergeant
Approved by: Matthew L. Sheppard, Chief of Police
Fiscal Review by: Jennifer Lampman, Finance Director/City Treasurer
Attorney Review by: Alexandra Halfman, Attorneys for the City
Approved by: Robert Houston, City Manager

This is a one-time action item.

Attachment: OTS S.T.E.P. Grant documents
RESOLUTION NO. ________

A RESOLUTION OF THE CITY OF FOUNTAIN VALLEY
AUTHORIZING AND ACCEPTING THE STATE OF CALIFORNIA
OFFICE OF TRAFFIC SAFETY (OTS) SELECTIVE TRAFFIC
ENFORCEMENT PROGRAM (STEP) GRANT AND AMENDING
THE FY 2020-21 BUDGET TO INCREASE APPROPRIATIONS IN
THE AMOUNT OF $53,000

WHEREAS, the City Council recognizes the enforcement of traffic laws and the
education of the public in traffic safety are important components in maintaining safe
streets and fulfilling the Police Department's Traffic Plan; and

WHEREAS, the City Council recognizes the acceptance of the Office of Traffic
Safety grant money will allow the purchase of enforcement and equipment, which will
assist the Police Department in the enforcement of traffic laws and in the education of the
public in traffic safety; and

WHEREAS, the City Council recognizes the acceptance of this Office of Traffic
Safety grant money will allow additional traffic enforcement programs that will
complement the Police Department's existing Traffic Plan.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fountain
Valley that the City Manager is authorized to accept the "Selective Traffic Enforcement
Program (STEP)" grant and enter into the resultant grant agreement and any
amendments, with the Office of Traffic Safety (OTS) to fund equipment purchased,
training and overtime costs to staff selective traffic enforcement, DUI checkpoints and
DUI saturation patrols between October 1, 2020, and September 30, 2021, in the amount
of $53,000. The Director of Finance, or his/her designee, shall amend the FY 2020-21
budget and appropriate an expenditure to incorporate the changes into the FY 2020-21
budget in the amount of $53,000.

PASSED AND ADOPTED by the City Council of the City of Fountain Valley at a
regular adjourned meeting this 15th day of September, 2020.

ATTEST:

Rick Miller, City Clerk

Cheryl Brothers, Mayor

APPROVED AS TO FORM:
HARPER & BURNS LLP

Attorneys for the City
1. **GRANT TITLE**  
Selective Traffic Enforcement Program (STEP)

2. **NAME OF AGENCY**  
Fountain Valley

3. **Grant Period**  
From: 10/01/2020  
To: 09/30/2021

4. **AGENCY UNIT TO ADMINISTER GRANT**  
Fountain Valley Police Department

5. **GRANT DESCRIPTION**  
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. **Federal Funds Allocated Under This Agreement Shall Not Exceed:**  
$53,000.00

7. **TERMS AND CONDITIONS:** The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: [www.ots.ca.gov](http://www.ots.ca.gov).

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

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

8. **Approval Signatures**

<table>
<thead>
<tr>
<th>A. GRANT DIRECTOR</th>
<th>B. AUTHORIZING OFFICIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME: Kham Vang</td>
<td>ADDRESS: Robert Houston</td>
</tr>
<tr>
<td>TITLE: Traffic Lieutenant</td>
<td>City Manager</td>
</tr>
<tr>
<td>EMAIL: <a href="mailto:kham.vang@fountainvalley.org">kham.vang@fountainvalley.org</a></td>
<td><a href="mailto:rob.houston@fountainvalley.org">rob.houston@fountainvalley.org</a></td>
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<tr>
<td>PHONE: (714) 593-4455</td>
<td>(714) 593-4410</td>
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<tr>
<td>ADDRESS: 10200 Slater Avenue, Fountain Valley, CA 92708</td>
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Kham Vang  
(Signature)  
Aug 4, 2020  
(Date)

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<tr>
<th>C. FISCAL OFFICIAL</th>
<th>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</th>
</tr>
</thead>
</table>
| ADDRESS: Jennifer Lampman  
Finance Director | ADDRESS: Barbara Rooney |
| jennifer.lampman@fountainvalley.ca.gov | Director |
| (714) 593-4501 | barbara.rooney@ots.ca.gov |
| 10200 Slater Avenue, Fountain Valley, CA 92708 | (916) 509-303C |
| | 2208 Kausen Drive Suite 300 |
| | Elk Grove, CA 95658 |

Jennifer Lampman  
(Signature)  
Aug 13, 2020  
(Date)

Barbara Rooney  
(Signature)  
Aug 31, 2020  
(Date)
### E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY

**NAME:** Carolyn Vu  
**ADDRESS:** 2208 Kausen Drive, Suite 300  
Elk Grove, CA 95758

### 9. DUNS INFORMATION

**DUNS #:** 144376949  
**REGISTERED ADDRESS:** 10200 Slater Avenue  
City: Fountain Valley  
Zip+4: 92708-4736

### 10. PROJECTED EXPENDITURES

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**AGREEMENT TOTAL**  
$53,000.00

**AMOUNT ENCUMBERED BY THIS DOCUMENT**  
$53,000.00

**PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT**  
$0.00

**TOTAL AMOUNT ENCUMBERED TO DATE**  
$53,000.00

---

*I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.*

**OTS ACCOUNTING OFFICER'S SIGNATURE:**  
Carolyn Vu  
**DATE SIGNED:** Aug 31, 2020
1. PROBLEM STATEMENT
According to the Office of Traffic Safety statistics for the year 2017, the City of Fountain Valley was identified as part of group C based on population size. This group was made up of 106 cities, of which Fountain Valley ranked 55 with respect to collisions involving fatalities and injuries. This indicates drivers within the City of Fountain Valley are more likely to be involved in a traffic collision resulting in injury or death, above and beyond 51 other cities with comparable size throughout the State of California. The City of Fountain Valley also ranked high regarding speed involved, night time injury collisions, pedestrians and alcohol involved collisions. Fountain Valley ranked 47 out of 106 with regards to motorcycle collisions, placing it high on the list. While this figure has improved since the previous year (2016), it remains the same as the year compared before it (2015).

Since March of 2017 until now, the City of Fountain Valley has experienced 17 collisions resulting in fatalities. Of those 17 fatal collisions, the predominant primary collision factor was CVC 22350-Speeding (4 collisions), with left turn right of way collisions (CVC 21801) and red light violations (CVC 21453) responsible for 3 fatal collisions each. Of the 17 fatal traffic collisions, 3 involved motorcycle fatalities listing right of way (CVC 21801) as the cause of 2 collisions and speeding (CVC 22350) as the cause of the other. In addition, DUI has been a factor in several traffic collisions in the City of Fountain Valley. Of the 17 fatal traffic collisions, 9 involved at least one party who tested positive for an illicit drug or some type of mind-altering substance. Finally, since January 1, 2017, 58 pedestrians, 38 motorcyclists, 50 bicyclists and 27 individuals involved in a DUI crash, have been injured in traffic collisions.

The City of Fountain Valley is comprised of several, major arterial highways as well as multiple on/off ramps for the 405 freeway. The target population for enforcement is individuals travelling upon these roadways in the City of Fountain Valley.

2. PERFORMANCE MEASURES
   
A. Goals:
   1. Reduce the number of persons killed in traffic crashes.
   2. Reduce the number of persons injured in traffic crashes.
   3. Reduce the number of pedestrians killed in traffic crashes.
   4. Reduce the number of pedestrians injured in traffic crashes.
   5. Reduce the number of bicyclists killed in traffic crashes.
   6. Reduce the number of bicyclists injured in traffic crashes.
   7. Reduce the number of persons killed in alcohol-involved crashes.
   8. Reduce the number of persons injured in alcohol-involved crashes.
   9. Reduce the number of persons killed in drug-involved crashes.
  10. Reduce the number of persons injured in drug-involved crashes.
  11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
  12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
  13. Reduce the number of motorcyclists killed in traffic crashes.
  14. Reduce the number of motorcyclists injured in traffic crashes.
  15. Reduce hit & run fatal crashes.
  17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
  18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:
   1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

   Target Number
   1

   2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month,

Target Number
10
National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.

3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly. 12

4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training. 2

5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training. 2

6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training. 1

7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended that the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained. 2

8. Conduct DUI Saturation Patrol operation(s). 9

9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations. 8

10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using handheld cell phones and texting. 3

11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers. 2

12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers. 2

13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety. 2

14. Conduct highly visible collaborative DUI Enforcement operations 4

15. Conduct highly visible collaborative Traffic Enforcement operations 3

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)
   - The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
   - All training needed to implement the program should be conducted this quarter.
   - All grant related purchases needed to implement the program should be made this quarter.
   - In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
   - Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations. Media Requirements
   - Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials

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must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and
copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call
  attention to the innovative program strategies and outcomes. Media Requirements
- Send all grant-related activity press releases, media advisories, alerts and general public
  materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS
  Coordinator. The following requirements are for grant-related activities and are different from
  those regarding any grant kick-off release or announcement.
- If an OTS-supplied, template-based press release is used, there is no need for pre-approval,
  however, the OTS PIO and Coordinator should be copied when at the same time as the release
  is distributed to the press.
- If an OTS-supplied template is not used, or is substantially changed, a draft press release shall
  be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release
  distribution date, but should be no less than 5 working days prior to the release distribution date.
- Press releases reporting the immediate and time-valued results of grant activities such as
  enforcement operations are exempt from the recommended advance approval process, but still
  should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Activities such as warrant or probation sweeps and court stings that could be compromised by
  advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media
  coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this
  program was provided by a grant from the California Office of Traffic Safety, through the National
  Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in
  advance, a short description of any significant grant-related traffic safety event or program so
  OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts,
  artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator
  for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS
  Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for
  consultation when deviation from any of the above requirements might be contemplated.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30,
   and October 30)
- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant
  media activities. Include status of grant-funded personnel, status of contracts, challenges, or
  special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not
  completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION
Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in
the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief
summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include
whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT
This program has full administrative support, and every effort will be made to continue the grant activities
after grant conclusion.
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<thead>
<tr>
<th>FUND NUMBER</th>
<th>CATALOG NUMBER (CFDA)</th>
<th>FUND DESCRIPTION</th>
<th>TOTAL AMOUNT</th>
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<td>State and Community Highway Safety</td>
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<th>FUND NUMBER</th>
<th>UNIT COST OR RATE</th>
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<th>TOTAL COST TO GRANT</th>
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<tr>
<td>Positions and Salaries</td>
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<td>E. OTHER DIRECT COSTS</td>
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<td>F. INDIRECT COSTS</td>
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<td><strong>GRANT TOTAL</strong></td>
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## Budget Narrative

### Personnel Costs
- **DUI/DL Checkpoints** - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
- **DUI Saturation Patrols** - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
- **Collaborative DUI Enforcement** - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel.
- **Traffic Enforcement** - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
- **Distracted Driving** - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
- **Motorcycle Safety** - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
- **Pedestrian and Bicycle Enforcement** - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
- **Collaborative Traffic Enforcement** - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel.
- **Traffic Safety Education** - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.

### Travel Expenses
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the Lifesavers Conference in Long Beach, CA. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

### Contractual Services
- None

### Equipment
- None

### Other Direct Costs
- **DUI Checkpoint Supplies** - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.
- **Drone Mapping Software** - The Drone Mapping Software to be used in conjunction with a department supplied drone and computer to photograph and map major injury/fatal collision scenes to assist our Major Accident Investigation Team. This software would also allow us to accurately map DUI/CDL Checkpoint Operations.

### Indirect Costs
- None
STATEMENTS/DISCLAIMERS
There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.
FACILITY TO COMPLY WITH APPLICABLE FEDERAL STATUTES, REGULATIONS, AND DIRECTIVES MAY SUBJECT GRANTEE AGENCY OFFICIALS TO CIVIL OR CRIMINAL PENALTIES AND/OR PLACE STATE IN A HIGH-RISK GRANTEE STATUS IN ACCORDANCE WITH 49 CFR 18.12.

The Officials named on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include but are not limited to the following:

GENERAL REQUIREMENTS
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION
(applies to subrecipients as well as States)
The state highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).
The State highway safety agency—

• Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

• Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

• Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT’s or NHTSA’s access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

• Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

• Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT) (applies to subrecipients as well as States)
The state will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)
None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)
Instructions for Primary Tier Participant Certification (States)
1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
BUY AMERICA ACT
(applies to subrecipients as well as States)
The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)
The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE
In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING
In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of FIVE (5) GEMS Users.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

<table>
<thead>
<tr>
<th>GRANT DETAILS</th>
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<tbody>
<tr>
<td>Grant Number: PT21142</td>
</tr>
<tr>
<td>Agency Name: Fountain Valley Police Department</td>
</tr>
<tr>
<td>Grant Title: Selective Traffic Enforcement Program (STEP)</td>
</tr>
<tr>
<td>Agreement Total: $53,000.00</td>
</tr>
<tr>
<td>Authorizing Official: Robert Houston</td>
</tr>
<tr>
<td>Fiscal Official: Jennifer Lampman</td>
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<td>Grant Director: Kham Vang</td>
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<th>CURRENT GEMS USER(S)</th>
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<tbody>
<tr>
<td>1. Jimmy Cataline</td>
</tr>
<tr>
<td>Title: Traffic Sergeant</td>
</tr>
<tr>
<td>Phone: (714) 593-4481</td>
</tr>
<tr>
<td>Email: <a href="mailto:james.cataline@fountainvalley.org">james.cataline@fountainvalley.org</a></td>
</tr>
<tr>
<td>Media Contact: Yes</td>
</tr>
</tbody>
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| 2. Tony Luce        |
| Title: Lieutenant   |
| Phone: (714) 593-4529 |
| Email: anthony.luce@fountainvalley.org |
| Media Contact: No |

| 3. Mike Parsons     |
| Title: Sergeant     |
| Phone: (714) 593-4654 |
| Email: mike.parsons@fountainvalley.org |
| Media Contact: Yes |

| 4. Kham Vang        |
| Title: Traffic Lieutenant |
| Phone: (714) 593-4455 |
| Email: kham.vang@fountainvalley.org |
| Media Contact: Yes |
Complete the below information if adding, removing or editing a GEMS user(s)

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<tr>
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<td>Captain</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
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<td></td>
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<tr>
<td>anthony.luce@fountainvalle</td>
<td></td>
<td>714-593-4529</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email address</td>
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<tr>
<td>Mike Parsons</td>
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<td></td>
<td>Lieutenant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
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<tr>
<td>mike.parsons@fountainvalle</td>
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<td>714-593-4654</td>
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Form completed by: **James J. Catalina** Date: Jul 28, 2020

As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.

**Kham Vang**
Kham Vang

Signature Name
Aug 4, 2020 Grant Director
Date Title
Grant Agreement - PT21142

Final Audit Report

Created: 2020-07-20
By: Kristen Mickey (Kristen.mickey@ots.ca.gov)
Status: Signed
Transaction ID: CBJCHBCABAABAA_vX-hUpsvxD17qkBShAGFGv1JaddGGu

"Grant Agreement - PT21142" History

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2020-07-20 - 11:30:22 PM GMT

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2020-07-27 - 11:36:21 PM GMT

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2020-08-05 - 2:31:41 PM GMT

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2020-08-11 - 10:06:31 PM GMT
Signed document emailed to Barbara Rooney (barbara.rooney@ots.ca.gov), Kristen Mickey (Kristen.mickey@ots.ca.gov), jennifer.lampman@fountainvalley.ca.gov, Kham Vang (kham.vang@fountainvalley.org), and 4 more
2020-08-31 - 11:07:50 PM GMT
To: Honorable Mayor and Members of the City Council

Agenda Date: September 15, 2020

SUBJECT: Approval of Amendment No. 2 to CON-16-52 with Cintas Corporation No. 2 for Uniform Rental, Laundry Services and Facility Services Products to Extend the Contract Term One Year

EXECUTIVE SUMMARY:

On September 13, 2016, the City awarded a 3-year contract (CON-16-52) to Cintas Corporation No. 2 (Cintas Corporation) to provide uniform rental, laundry services and facility services products for the Field Services Division. Amendment No. 1 to CON-16-52, dated October 1, 2019, extended the contract for a one-year period per the terms of the contract. The contract expires on October 16, 2020.

Based on the service and competitive pricing provided, staff is recommending that City Council approve Amendment No. 2 to CON-16-52 with Cintas Corporation No. 2 for Uniform Rental, Laundry Services and Facility Services Products to extend the contract term one year.

DISCUSSION:

Public Works Field Services staff are required to wear uniforms while at work. Per the terms of the current Memorandum of Understanding between the City and the Field Services Unit, the City shall provide uniforms and laundry service for all Field Services employees at the City’s expense. Each Field Services employee required to wear a uniform is issued nine pairs of pants and nine shirts that are maintained by the City.

On September 13, 2016, City Council waived the bidding requirements pursuant to FVMC 2.36.070 Par 4, which allows bidding to be dispensed with when participating in cooperative contracts with another government agency, and awarded a 3-year contract (CON-16-52) to Cintas Corporation No. 2 (Cintas Corporation) to provide uniform rental, laundry services and facility services products for the Field Services Division.

Per the terms of the contract, the City has the option to extend the contract up to four times, at one year each. On October 1, 2019, Amendment No. 1 to CON-16-52 extended the contract for a one-year period per the terms of the contract. The contract expires on October 16, 2020.
Over the past 4 years, Cintas Corporation has picked up, laundered and delivered uniforms and facility services products, such as shop towels, fender covers and floor mats, for the Field Services Division on a weekly basis. Staff has been satisfied with the service provided and the competitive pricing provided through Cintas Corporation’s cooperative contract with U.S. Communities.

Based on the quality of service provided and their competitive pricing, staff believes that it is in the best interest of the City to extend the contract with Cintas Corporation for a second one-year period through October 16, 2021.

The contract sum shall remain the same and not exceed $15,000 per year.

**FINANCIAL ANALYSIS:**

Uniform costs vary from year to year due to staff turnover and the amount of uniform damage caused in the line of work. Staff has analyzed the Field Services uniform expenses for the past 4 years and believes that the current contract sum, which is not to exceed $15,000 a year, is sufficient. Therefore, the contract amount shall remain the same.

<table>
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<tr>
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<tr>
<td>FY 2016/17</td>
<td>$11,719</td>
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<tr>
<td>FY 2017/18</td>
<td>$11,662</td>
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<td>$11,170</td>
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<tr>
<td>FY 2019/20</td>
<td>$12,116</td>
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The FY 2020/21 General Fund budget provides a total of $14,805 for Field Services uniforms, laundry and related expenses. This amount is sufficient for FY 2020/21.

**ATTORNEY REVIEW:**

The Attorney for the City has reviewed and approved Amendment No. 2 to CON-16-52.

**ALTERNATIVES:**

**Alternative No. 1:** Approve Amendment No. 2 to CON-16-52 with Cintas Corporation No. 2 for Uniform Rental, Laundry Services and Facility Services Products to extend the contract term one year. This is the recommended action.

**Alternative No. 2:** Do not approve Amendment No. 2 to CON-16-52 with Cintas Corporation No. 2, and direct staff to solicit bids for Uniform Rental, Laundry Services and Facility Services Products. This is not recommended because Cintas Corporation’s pricing is based on an existing cooperative contract that offers competitive pricing and their
service has been satisfactory. Soliciting bids may result in higher costs and unsatisfactory service.

RECOMMENDATION:

Staff recommends that the City Council approve Alternative No. 1, which is to approve Amendment No. 2 to CON-16-52 with Cintas Corporation No. 2 for Uniform Rental, Laundry Services and Facility Services Products to extend the contract term one year.

Prepared by: Christine Smith, Management Analyst
Reviewed by: Mark Sprague, Field Services Manager
Approved by: Hye Jin Lee, Director of Public Works
Fiscal Review by: Jennifer Lampman, Finance Director/City Treasurer
Approved by: Rob Houston, City Manager

Attachment: Amendment No. 2 to CON-16-52
AMENDMENT NO. 2
CON-16-52
UNIFORM RENTAL, LAUNDRY SERVICES & FACILITY SERVICES PRODUCTS

THIS SECOND AMENDMENT to AGREEMENT is made and entered this 15th day of September, 2020, by and between the City of Fountain Valley (hereinafter “CITY”) a municipal corporation, and Cintas Corporation No. 2 (hereinafter "CONSULTANT") a corporation.

Recital

WHEREAS, CITY and CONSULTANT have previously entered into an Agreement CON-16-52 which commenced on October 17, 2016, for Uniform Rental, Laundry Services & Facility Services Products (hereinafter “AGREEMENT”) by which the CONSULTANT shall provide services as outlined in the AGREEMENT; and

WHEREAS, the original term of the AGREEMENT expired October 16, 2019; and

WHEREAS, the AGREEMENT provides CITY the option to extend the AGREEMENT for up to four additional one-year periods; and

WHEREAS, CITY and CONSULTANT have previously entered into AMENDMENT NO. 1 dated October 1, 2019, to extend the AGREEMENT for the first one-year period through October 16, 2020; and

WHEREAS, CITY has been satisfied with the performance of CONSULTANT and wishes to exercise the option to extend the AGREEMENT for a second one-year period through October 16, 2021; and

WHEREAS, pricing shall continue to be based on CONSULTANT’S existing cooperative contract with U.S. Communities; and

WHEREAS, the contract sum shall remain the same and not exceed FIFTEEN THOUSAND AND 00/100 ($15,000.00) per year.

NOW, THEREFORE, the parties hereto AGREE as follows:

1. The AGREEMENT shall be extended for a one-year period, ending on October 16, 2021.

2. The pricing shall continue to be based on CONSULTANT’S existing cooperative contract with U.S. Communities.

3. The contract sum will remain the same and not exceed FIFTEEN THOUSAND AND 00/100 DOLLARS ($15,000.00) per year.

4. Except as expressly amended herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect.
In witness whereof, the parties hereto have entered into this Second Amendment to the AGREEMENT on the date and year first above written.

ATTEST:

Rick Miller, City Clerk

APPROVED AS TO FORM:
HARPER & BURNS LLP

Attorneys for the City

CITY OF FOUNTAIN VALLEY

Cheryl Brothers, Mayor

CONSULTANT:

Owner
CITY OF FOUNTAIN VALLEY
CITY COUNCIL

COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 15, 2020

SUBJECT: Request Approval to Amend Contract 17-14 with Infosend for an Additional Two Years to Provide Utility Billing Services in the Amount of $115,000.

EXECUTIVE SUMMARY:

On March 21, 2017, City Council approved a three-year agreement with Infosend to provide utility billing services. Over those three years, Infosend has continued to provide exceptional services in the printing and mailing of the utility bills and the distribution of notifications for Planning Committee hearings. At this time, we are seeking to extend the current contract for an additional two-year period, bringing the total time on the contract to five years. Following the completion of the five-year period, we will enter into an RFP process to ensure we are receiving the most competitive market rate for these services. Today, staff requests Council approve a two-year amendment to Contract 17-14 with Infosend to provide utility billing & special notification services. The total amount of the amendment for the two-year period is valued at $115,000.

DISCUSSION:

In 2016, the City moved from the processing of utility billing from an in-house function of our Purchasing/Stores department to an outsourced solution with Infosend. Since that time Infosend has successfully processed on average 9,000 bills/late notices/statements each month, or nearly 120,000 annually. Additionally, Infosend has become our go to solution for the distribution of hearing letters for our Planning Committee. The service that we receive from Infosend has allowed the City to redeploy staff as the demands for our service continue to grow. Infosend has also maintained a competitive pricing structure, having only a de minimis price increase in February of 2019 that equated to an additional $15-$30 a month for those 9,000 units processed.

FINANCIAL ANALYSIS:

This service is fully funded through the City Water Fund as part of the annual budget for the current and FY2021-22 budgets. The annual contract amount for services, which includes all labor, materials, and postage, are described below:
Council Action Request
Infosend Contract Amendment
September 15, 2020
Page 2

Annual Cost of Regular Bills and Late Bills $55,000.00
Annual Misc. Fees & Services $ 2,500.00

Total Annual Contract $57,500.00

LEGAL REVIEW:

The attorney for the City has reviewed and approved the amendment to Contract 17-14.

ALTERNATIVES:

Alternative No. 1: Approve entering into the two-year amendment for Contract 17-14 with Infosend to provide utility billing services/hearing notifications in the amount of $115,000 for the full two-year agreement.

Alternative No. 2: Do not approve entering into the agreement and direct staff to consider other options.

RECOMMENDATION:

Staff recommend Alternative No. 1: Approve entering into the two-year amendment for Contract 17-14 with Infosend to provide utility billing services/hearing notifications in the amount of $115,000 for the full two-year agreement.

Prepared by: David Faraone, Budget Analyst
Fiscal Review by: Jennifer Lampman, Finance Director
Approved by: Rob Houston, City Manager

Attachment #1: Agreement Extension Con 17-14 Amendment #1
Attachment #2: Exhibit #1 – Infosend SA First Amendment
AMENDMENT No. 1
For Data Processing, Printing and Mailing Services
CON 17-14

THIS FIRST AMENDMENT is made and entered into this 8th day of August 2020, by and between the City of Fountain Valley (hereinafter "CITY") a municipal corporation, and Infosend, Inc. (hereinafter "CONTRACTOR").

Recitals

WHEREAS, CITY and CONTRACTOR have previously entered into Agreement CON-17-14 for Data Processing, Printing and Mailing Services dated April 5, 2017 ("AGREEMENT") which is incorporated herein by reference; and

WHEREAS, the parties do now desire to extend the term of the AGREEMENT to June 30, 2022, and provide an additional $115,000 for said extended services; and

WHEREAS, the parties desire to incorporate pricing changes as shown on Attachment A hereto; and

WHEREAS, all other terms and conditions of the AGREEMENT shall remain in effect.

NOW, THEREFORE, the parties hereto agree as follows:

1. That the term of the AGREEMENT shall continue until and including June 30, 2022.

2. The TOTAL CONTRACT SUM shall be increased by $115,000.

3. The pricing for services provided under the AGREEMENT shall be revised as shown in Attachment A hereto.

4. Except as expressly modified herein, all other terms and conditions of the AGREEMENT remain in effect.

In witness whereof, the parties hereto have entered into this FIRST AMENDMENT the date and year first above written.

CITY OF FOUNTAIN VALLEY

__________________________
Mayor

__________________________
ATTEST:

City Clerk

CONTRACTOR:

__________________________
Signature

__________________________
Name, Title

__________________________
President
APPROVED AS TO FORM:

[Signature]

Attorney for the City
First Amendment to Service Agreement

This First Amendment made and entered into by and between InfoSend, Inc., and The City of Fountain Valley, CA, "Client", together referred to as "Parties".

The Parties entered into Service Agreement, dated April 5, 2017 (hereinafter the "Agreement") by which InfoSend has provided services as defined in the Agreement. In accordance with the terms and conditions of the Agreement, the Parties wish to amend the Agreement as described in the numbered sections below:

1. **Cost of Services.** Exhibit A, InfoSend Fees, were revised beginning February 1, 2019, with changes being noted below.

   - $0.0162 Forms
   - $0.0162 Standard #10 Outgoing Envelope
   - $0.0152 Standard #9 Return Envelope

   **Regular Statements:**
   - $0.085 Data Processing/Print/QC-Mail Prep Service

   **Late Notices:**
   - $0.082 Data Processing/Print/QC-Mail Prep Service

   All other pricing in contract remained the same.

2. **Term Period.** Amended to extend contract for two years from date of this Amendment, date of last signature below.

3. ** Entire Agreement.** Except as amended above, all other terms and conditions of the Agreement shall remain in full force and effect.

City of Fountain Valley, CA

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
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</tr>
<tr>
<td>Signature</td>
<td></td>
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<tr>
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<td></td>
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</table>

InfoSend, Inc.

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
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<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

Russ
President

9/18/2020

ATTACHMENT A
CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 15, 2020

SUBJECT: APPROVE ASSUMING 100% COST OF AN EXISTING 75% COST EMERGENCY MEDICAL SERVICES (EMS) MANAGER IN THE AMOUNT OF $40,757

EXECUTIVE SUMMARY:

The City of Fountain Valley (FV) currently shares the cost responsibility of a full-time Emergency Medical Services (EMS) Manager with the City of Huntington Beach (HB). HB no longer requires their 25% portion of the EMS Manager's services. FV continues to require the 75% portion and more. Assuming 100% responsibility will provide the necessary time needed to manage the EMS program and provide community education and support. For this reason, staff is requesting FV assume 100% cost responsibility for an EMS Manager.

DISCUSSION:

The EMS Manager acts as the fire department’s pre-hospital care advocate and liaison. The individual is responsible for preserving the integrity of both the city and the fire department by resolving any EMS related challenges. As a liaison, the EMS Manager represents the fire department by participating in county and state committees, keeping the fire department up-to-date with laws, trends and changes within the EMS industry.

Additional vital functions of the EMS Manager are quality assurance (QA) and quality improvement (QI). Quality assurance ensures that patients receive optimal care. Quality improvement is the continual evaluation and enhancement of the pre-hospital care system. Both QA and QI are accomplished by evaluating field performance and providing useful and constructive feedback and/or education that will result in system and performance improvements.

In 2014/15 the City recognized the critical role of an EMS Manager and requested funding for a part-time position. The position was difficult to fill due to a shortage of qualified individuals interested in this type of part-time work. Staff was able to find a suitable candidate that had nursing and pre-hospital care experience; however, the individual had limited management skills. In March 2018, the part-time EMS Manager resigned.

The 2018/19 Budget converted the part-time EMS manager position to a full-time position, with partial funding through a reimbursement agreement with the City of Huntington Beach. The current EMS manager spends approximately 75% of their time working for the City of Fountain Valley and 25% of their time working with the City of Huntington
City Council Request
Agreement with Huntington Beach for Shared EMS Manager Services
September 15, 2020
Page 2

Beach. Recently, HB reorganized and created a robust multi-level Emergency Medical Services staff and no longer requires the 25% portion of the shared FV/HB EMS Manager.

FV requires a full time EMS Manager. Given the current COVID-19 pandemic challenges, the need for a fulltime EMS Manager is completely justified. The EMS Manager provides crucial critical analysis, protection needs and regulation oversight and provides information to city safety members as well as advice and current safety directives to all city employees and residents of FV. These items mentioned are over and above the service that was already needed of the position pre-pandemic. A part-time position will not attract this level of EMS Management ability, nor would it be sustainable. For these reasons, staff is requesting FV assume 100% cost responsibility for a full-time EMS Manager as soon as possible.

Staff recognizes the need to build on public EMS education and will do so with the additional 25%. Some examples will be senior community fall prevention and healthy living support and public education for schools. Additionally, the position will enhance hospital relationships, disaster preparedness support and provide ambulance program oversight. For these reasons, staff is requesting FV assume 100% cost responsibility for an EMS Manager as soon as possible.

FINANCIAL ANALYSIS:

The budgeted cost for the position for Fiscal Year 2020/21 is $163,029 which includes all salary and benefit costs estimated for the current fiscal year. The table below shows the current agreement with HB and, and therefore, defines the amount of additional cost to FV for assuming 100% cost responsibility for the full-time EMS Manager position. The current agreement shares costs for the position, with Huntington Beach paying $40,757 (25%) and Fountain Valley paying $122,272 (75%).

<table>
<thead>
<tr>
<th>Percentage Split</th>
<th>FOUNTAIN VALLEY</th>
<th>HUNTINGTON BEACH</th>
<th>Top Step Salary (with benefits)</th>
</tr>
</thead>
<tbody>
<tr>
<td>75/25</td>
<td>$122,272</td>
<td>$40,757</td>
<td>$163,029</td>
</tr>
<tr>
<td>100/0</td>
<td>$163,029</td>
<td>$0</td>
<td>$163,029</td>
</tr>
</tbody>
</table>

The cost sharing agreement will be in place through July 30, 2020 with Fountain Valley expected to be reimbursed $3,334 for work performed in July, 2020. Currently the EMS Manager position is vacant and in the initial stages of the recruitment process. The anticipated start date for the successful candidate is approximately November 15, 2020, resulting in 3.5 months of salary savings, or $50,160, in the current fiscal year. This salary savings would completely offset the fiscal impact of the additional 25% in the current fiscal year. Table B shows the projected cost impact in FY20/21.
City Council Request
Agreement with Huntington Beach for Shared EMS Manager Services
September 15, 2020
Page 3

Table B

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional 25%</td>
<td>$40,757</td>
</tr>
<tr>
<td>Projected Salary Savings</td>
<td>($50,160)</td>
</tr>
<tr>
<td>HB Reimbursement through 7/31/20</td>
<td>($3,334)</td>
</tr>
<tr>
<td>Projected Cost impact for FY20/21</td>
<td>($12,737)</td>
</tr>
</tbody>
</table>

ATTORNEY REVIEW:
No attorney review is required for this item.

ALTERNATIVES:

Alternative No.1: Approve assuming 100% cost of an existing 75% cost Emergency Medical Services (EMS) Manager in the amount of $40,757.

Alternative No. 2: Do not approve as presented and provide direction to staff. This is not the recommended alternative.

RECOMMENDATION:
Staff recommends Alternative No. 1.

Prepared by: Ron Cookston, Fire Chief
Fiscal Review by: Jennifer Lampman, Finance Director/Treasurer
Approved by: Rob Houston, City Manager
TO: Honorable Mayor and Members of the City Council

SUBJECT: Waive the Bidding Requirements Pursuant to FVMC 2.36.070(a)(2) for the Purchase of a 2021 Chevrolet Tahoe in the Total Amount of $58,780.33; and Authorize Staff to Dispose of an Existing Vehicle by Means that Best Meet the Needs of the City.

EXECUTIVE SUMMARY:

The current fire department fleet includes a 2007 Chevy Suburban designated as Unit 8278. The vehicle is a fully outfitted fire command vehicle that was built to meet the department’s operational needs. The unit currently serves as a backup unit. This vehicle has reached the end of its intended 12 year operational life and is scheduled for replacement in the 2020/21 fiscal year.

Unit 267 is a 2016 Chevy Tahoe currently assigned to the Fire Chief. The Tahoe is fully outfitted to serve as a fire command vehicle and is capable of meeting all of the department’s operational needs as a frontline or reserve unit. The Fire Chief does not need a fully equipped command vehicle; his daily vehicle needs could be met by a standard slightly modified Chevy Tahoe. Instead of purchasing a replacement for Unit 8278, the 2007 suburban, staff suggests reassigning the Fire Chief’s current vehicle, the 2016 Tahoe, Unit 267, to fire suppression operations. This reorganization will provide strong operational redundancy for the command vehicle fleet and provide a significant cost savings for the city.

Staff is requesting Council approval to waive the bidding requirements pursuant to FVMC 2.36.070(a)(2) to purchase a 2021 Chevy Tahoe in the amount of $58,780.33 and further requests to dispose of Unit 8278 in a manner that best meets the needs of the city.

DISCUSSION:

Unit 8278 is a 2007 Chevy Suburban and currently serves as a backup unit for the fire department. The vehicle is a fully outfitted fire command vehicle that was built to meet the department’s operational needs.

Unit 267 is a 2016 Chevy Tahoe and is currently assigned to the Fire Chief. The Tahoe is fully outfitted to serve as a fire command vehicle and is capable of meeting all of the department’s operational needs as a frontline or reserve unit. When originally purchased,
the vehicle was modified to serve as a command vehicle and support a response model that required the Fire Chief to respond to emergency incidents from his office or home and act in the capacity of an incident commander. The old response model required the Fire Chief to drive a fully-equipped command vehicle to effectively and safely command an emergency incident. Since that time, the department has returned to a staffing model of three duty Battalion Chiefs. As a result, the Fire Chief is no longer required to respond to emergency incidents as an initial incident commander and no longer requires a fully-equipped command vehicle.

After the Fire Chief’s current vehicle, Unit 267, is replaced with a slightly modified Tahoe, the vehicle will be placed into frontline service. Unit 8278, the 2007 Suburban will be removed from frontline service and will be disposed of by the means that best meet the needs of the City. Replacing the Fire Chief’s current vehicle with a standard Chevy Tahoe and moving the vehicle to a frontline service vehicle will ensure that the Fire Department has two reliable frontline command vehicles available to respond to major incidents. This plan also eliminates the need to purchase a new command vehicle and meets the daily needs of the Fire Chief. The modern day cost to purchase and build a fire command vehicle is $150,000. The cost to purchase a standard Tahoe with slight modifications is approximately $60,000. Therefore, the proposed reorganization will yield an overall cost savings to the city of $90,000.

Staff proposes that the 2016 Chevy Tahoe be reassigned to the command vehicle fleet to support the incident command staff and eliminate the need to replace the 2007 Chevy Suburban with a new fully outfitted replacement.

FINANCIAL ANALYSIS

The cost to purchase a 2021 Chevrolet Tahoe is $58,780.33. This includes sales tax, tire fees and delivery, emergency lights and fire radio. Fire Department and Public Works staff have collaborated to attempt to locate a standard, off the lot (not special order) Tahoe utilizing cooperative purchasing agreements. No vehicles were available through these cooperative agreements and only one Tahoe, white, 2-wheel drive, with no other special amenities was located anywhere within a 300-mile radius. DeLillo Chevrolet had already ordered the vehicle as part of their planned sales inventory and was able to offer competitive fleet pricing to the City. The vehicle will be available for purchase September 2020 pending approval by City Council. Pursuant to Fountain Valley Municipal Code 2.36.070(a)(2) bidding may be dispensed with when the commodity can be obtained from only one vendor. Here, DeLillo Chevrolet is the only vendor within 300 miles capable of providing this vehicle.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021 Chevy Tahoe (DeLillo Chevrolet)</td>
<td>51,640.63</td>
</tr>
<tr>
<td>Basic emergency lights and radio (Johnson Equipment)</td>
<td>6139.70</td>
</tr>
<tr>
<td>Misc. Equip</td>
<td>1000.00</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$ 58,780.33</strong></td>
</tr>
</tbody>
</table>

The Fiscal Year 2020/21 Fleet Management Capital Budget provides $60,000 in funding to replace vehicle Unit 8278 with a standard Chevy Tahoe with basic operational
upgrades. Reassigning Unit 267, the 2016 Chevy Tahoe currently being utilized by the Fire Chief, to fire suppression operations will allow the city to expend approximately $90,000 less on replacement of a command vehicle in future fiscal years as the current replacement value of a command vehicle is $150,000.

There are sufficient funds in the Fiscal Year 2020/21 Fleet Management Capital Budget to procure the vehicle.

ATTORNEY REVIEW:

This action will be issued on a City approved purchase order form that provides standard terms and conditions which have been approved by the City Attorney.

ALTERNATIVES:

Alternative No. 1: 1) Waive the bidding requirements pursuant to FVMC 2.36.070(a)(2); 2) Authorization to purchase a 2021 Tahoe in the amount of $58,780.33; 3) Authorize staff to dispose of the existing vehicle by means that best meet the needs of the City.

Alternative No. 2: Reject the proposal to procure a replacement vehicle for Unit 8287 and defer the procurement to an undetermined time. This is not the recommended action as this vehicle is needed by the Fire Department to provide first response to emergencies and to fulfill the City's mission. This vehicle meets our criteria for replacement due to age, mileage, and condition.

RECOMMENDATION:

Staff recommends City Council approve Alternative No. 1, which is to authorize staff to: 1) Waive the bidding requirements pursuant to FVMC 2.36.070(a)(2); 2) Authorization to purchase a 2021 Tahoe in the amount of $58,780.63; 3) Authorize staff to dispose of the existing vehicle by means that best needs of the city.

Prepared By: David Dukellis, Battalion Chief
Approved By: Ron Cookston, Fire Chief
Procurement Review by: Amanda McCall, Purchasing Manager
Fleet Review by: HyeJin Lee, Director Public Works/City Engineer
Fiscal Review by: Jennifer Lampman, Finance Director
Approved By: Rob Houston, City Manager

Attachment 1: Johnson Equipment Company Quote
Attachment 2: 2021 Chevy Tahoe Sales Contract
# Bill To:
City of Fountain Valley  
10200 Slater Avenue  
Fountain Valley CA 92708

# Ship To:
City of Fountain Valley Fire Department  
17737 Bushard Street  
Fountain Valley, CA 92708

## Quote

<table>
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<tr>
<th>Date</th>
<th>Quote #</th>
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<tbody>
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<td>8/31/2020</td>
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## P.O. No. Terms FOB Rep Project Make / Model / Year
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<tr>
<th>Qty</th>
<th>Item</th>
<th>Description</th>
<th>Each</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>BS 7189B</td>
<td>Bussman 285 Series Surface mount breaker, 150 Amp</td>
<td>32.27</td>
<td>32.27T</td>
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<tr>
<td>1.00</td>
<td>BS 5026B</td>
<td>Blue Sea Fuse Block STBlade 12circ w/ground and cover</td>
<td>34.45</td>
<td>34.45T</td>
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<tr>
<td>1.00</td>
<td>Egis 8001</td>
<td>Egis Power Master Solid State 6 Circuit time Delay Relay</td>
<td>130.00</td>
<td>130.00T</td>
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<td>1.00</td>
<td>Whe SA315P</td>
<td>Whelen SA315 Series, Small Round Profile, Composite Speaker</td>
<td>150.86</td>
<td>150.86T</td>
</tr>
<tr>
<td>1.00</td>
<td>Whe SAK1</td>
<td>Whelen Universal Speaker Mounting Bracket</td>
<td>0.00</td>
<td>0.00T</td>
</tr>
<tr>
<td>1.00</td>
<td>Whe CANWCT3</td>
<td>Whelen Control WC with OBD II</td>
<td>932.40</td>
<td>932.40T</td>
</tr>
<tr>
<td>1.00</td>
<td>Whe CC5K2</td>
<td>Whelen Installation Kit For CCSR N5 Series for 2016-2018 Chevy Tahoe, No Charge when Purchased with Amplifier Control Module</td>
<td>0.00</td>
<td>0.00T</td>
</tr>
<tr>
<td>1.00</td>
<td>Whe CANCTL5</td>
<td>Whelen Hand Held Combination Microphone and Controller, 5-Position Progressive Light/Siren Control, Nine Push-Buttons and Microphone Extension Cable</td>
<td>0.00</td>
<td>0.00T</td>
</tr>
<tr>
<td>1.00</td>
<td>Whe SSFPOS</td>
<td>Whelen 100% Solid-State, Headlight/Grille Light Flasher, 2 Outlet, 160 Watts Per Outlet, 7 Flash Patterns, For Positive Switching Headlights</td>
<td>48.73</td>
<td>48.73T</td>
</tr>
<tr>
<td>4.00</td>
<td>Whe VTX609R</td>
<td>VERTEX Super-LED Light, Single Self-Contained Lighthouse with 25 Scan-Lock Flash Patterns, Including Steady-Burn, Red</td>
<td>60.00</td>
<td>240.00T</td>
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<tr>
<td>1.00</td>
<td>Whe ISFW496</td>
<td>Whelen Inner Edge FST WeCan, DUO Chevy Silverado 1500, 2019-2020, Six Lamps, Upper Front Passenger Side Unit Only (No Take-Down)</td>
<td>473.09</td>
<td>473.09T</td>
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<tr>
<td>6.00</td>
<td>Whe ISDD</td>
<td>Whelen One DUO Lighthouse for FST and RST, For WeCan Series Only, Price Available When Ordered with Inner Edge Tray, Red/White</td>
<td>32.48333</td>
<td>194.90T</td>
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<tr>
<td>2.00</td>
<td>Whe VTX609A</td>
<td>VERTEX Super-LED Light, Single Self-Contained Lighthouse with 25 Scan-Lock Flash Patterns, Including Steady-Burn, Amber</td>
<td>60.00</td>
<td>120.00T</td>
</tr>
</tbody>
</table>

## Subtotal

## Sales Tax (8.75%)

## Total
**Bill To:**
City of Fountain Valley  
10200 Slater Avenue  
Fountain Valley CA 92708

**Ship To:**
City of Fountain Valley Fire Department  
17737 Bushard Street  
Fountain Valley, CA 92708

---

<table>
<thead>
<tr>
<th>P.O. No.</th>
<th>Terms</th>
<th>FOB</th>
<th>Rep</th>
<th>Project</th>
<th>Make / Model / Year</th>
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<tbody>
<tr>
<td></td>
<td>Net 30</td>
<td>Perris, Ca</td>
<td>GJ</td>
<td></td>
<td>2021 Tahoe</td>
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<table>
<thead>
<tr>
<th>Qty</th>
<th>Item</th>
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<th>Total</th>
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<tbody>
<tr>
<td>4.00</td>
<td>Whe WIONR</td>
<td>Whelen ION Wide Angle Series Super-LED Universal Light, Includes Universal Mount, Scan-Lock Flash Patterns and a 4-Wire Pigtail, Red</td>
<td>82.37</td>
<td>329.48T</td>
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<tr>
<td>1.00</td>
<td>Whe IONK1B</td>
<td>Whelen Swivel Mount Bracket, Black</td>
<td>23.40</td>
<td>23.40T</td>
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<tr>
<td>1.00</td>
<td>MM MMSU-1</td>
<td>Magnetic Mic microphone clip</td>
<td>27.50</td>
<td>27.50T</td>
</tr>
<tr>
<td>1.00</td>
<td>Misc parts</td>
<td>Misc battery cable, wire, fuses and hardware</td>
<td>150.00</td>
<td>150.00T</td>
</tr>
<tr>
<td>40.00</td>
<td>Labor</td>
<td>Install customer supplied 800 MHz HT Charger on back of center console</td>
<td>75.00</td>
<td>3,000.00</td>
</tr>
</tbody>
</table>

Install customer supplied 800 MHz HT Charger on back of center console  
Double check part numbers for accuracy (2021 Tahoe part numbers do not exist yet)

---

**Subtotal**  
$5,887.08

**Sales Tax (8.75%)**  
$252.62

**Total**  
$6,139.70
## RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

**Dealer Number:__________  Contract Number: 260788  R.O.S. Number:__________  Stock Number: 12345**

<table>
<thead>
<tr>
<th>Buyer Name and Address (including County and Zip Code)</th>
<th>Co-Buyer Name and Address (including County and Zip Code)</th>
<th>Seller-Creditor (Name and Address)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF FOUNTAIN VALLEY 1 SLATER AVE  FOUNTAIN VALLEY, CA 92708 COUNTY: ORANGE 714/815-0213</td>
<td>N/A</td>
<td>DELILLO CHEVROLET 18211 BEACH BLVD. HUNTINGTON BEACH, CA 92648 714/847-6807</td>
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</tbody>
</table>

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on all pages of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

<table>
<thead>
<tr>
<th>New Used</th>
<th>Year</th>
<th>Make and Model</th>
<th>Odometer</th>
<th>Vehicle Identification Number</th>
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<tbody>
<tr>
<td>NEW 2021</td>
<td>CHEVROLET</td>
<td>6</td>
<td>1GNH6CKD56MR133729</td>
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</table>

### FEDERAL TRUTH-IN-LENDING DISCLOSURES

<table>
<thead>
<tr>
<th>ANNUAL PERCENTAGE RATE</th>
<th>FINANCE CHARGE</th>
<th>Amount Financed</th>
<th>Total of Payments</th>
<th>Total Sale Price</th>
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</thead>
<tbody>
<tr>
<td>0.00%</td>
<td>$0.00(e)</td>
<td>$51640.63(e)</td>
<td>$51640.63(e)</td>
<td>$51640.63(e)</td>
</tr>
</tbody>
</table>

(a) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

<table>
<thead>
<tr>
<th>Number of Payments:</th>
<th>Amount of Payment:</th>
<th>When Payments Are Due:</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Payment of</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>One Payment of</td>
<td>N/A</td>
<td>N/A</td>
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<td>One Payment of</td>
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<td>N/A</td>
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<tr>
<td>1</td>
<td>51640.63</td>
<td>Monthly beginning 08/12/2020</td>
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<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>One final payment</td>
<td>51640.63</td>
<td>08/12/2020</td>
</tr>
</tbody>
</table>

Late Charge: If payment is not received in full within 10 days after its due, you will pay a late charge of 5% of the part of the payment that is late.

### STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

#### Vehicle Insurance

<table>
<thead>
<tr>
<th>Term</th>
<th>Premium</th>
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</thead>
<tbody>
<tr>
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<td>N/A</td>
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</tbody>
</table>

### AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable: N/A

Buyer Signs X  Co-Buyer Signs X  N/A
**ITEMIZATION OF THE AMOUNT FINANCED** (Seller may keep part of the amounts paid to others.)

1. **Total Cash Price**
   - Cash Price of Motor Vehicle and Accessories: $47365.00 (A)
     - Cash Price Vehicle: $47365.00
     - Cash Price Accessories: N/A
     - Other (Non-retraceable)
       - Describe: N/A
       - Descrip: N/A
   - Document Processing Charge (not a governmental tax): $85.00 (B)
   - Emissions Testing Charge (not a governmental tax): $N/A (C)
   - (Optional) Theft Deterrent Device(s)
     - (paid to): N/A (D1)
     - (paid to): N/A (D2)
     - (paid to): N/A (D3)
   - (Optional) Surface Protection Product(s)
     - (paid to): N/A (E1)
     - (paid to): N/A (E2)
   - EV Charging Station (paid to): N/A (F)
   - Sales Tax (on taxable items in A through F): $4161.88 (G)
   - Electronic Vehicle Registration or Transfer Charge
     - (not a governmental fee) (paid to): MVSC
     - $30.00 (H)
   - (Optional) Service Contract(s)
     - (paid to): N/A (I1)
     - (paid to): N/A (I2)
     - (paid to): N/A (I3)
     - (paid to): N/A (I4)
     - (paid to): N/A (I5)
   - Prior Credit or Lease Balance (e) paid by Seller to
     - Vehicle 1: N/A
     - Vehicle 2: N/A
     - $N/A (J)
   - (see downpayment and trade-in calculation)
   - (Optional) Debt Cancellation Agreement :
     - $N/A (K)
   - (Optional) Used Vehicle Contract Cancellation Option Agreement
     - $0.00 (L)
   - Other (paid to): N/A (M)
     - For N/A
     - N/A (N)
     - Other (paid to): N/A
     - For N/A
   - Total Cash Price (A through N): $51631.88 (1)

2. **Amounts Paid to Public Officials**
   - Vehicle License Fees
     - ESTIMATE
     - $N/A (A)
   - Registration/Transfer/Titling Fees
     - $N/A (B)
   - California Tire Fees
     - $8.75 (C)
   - Other
     - N/A (D)
   - Total Official Fees (A through D): $8.75 (2)

3. **Amount Paid to Insurance Companies**
   - (Total premiums from Statement of Insurance)
     - $N/A (3)

4. **State Emissions Certification Fee or State Emissions Exemption Fee**
   - $N/A (4)

5. **Subtotal (1 through 4)**
   - $51640.63 (5)

6. **Total Downpayment**
   - Total Average Value of Property Being Traded-In (see Trade-In Vehicle(s)):
     - $N/A (A)
     - Vehicle 1: N/A, Vehicle 2: N/A
   - Total Less Prior Credit or Lease Balance (e)
     - $N/A (B)
     - Vehicle 1: N/A, Vehicle 2: N/A
   - Total Net Trade-in (A-B) (Indicate if negative number)
     - $N/A (C)
     - Vehicle 1: N/A
     - Vehicle 2: N/A
   - Deferred Downpayment Payable to Seller
     - $N/A (D)
   - Manufacturer’s Rebate
     - $N/A (E)
   - Other
     - $N/A (F)
   - Cash, Cash Equivalent, Check, Credit Card, or Debit Card
     - $N/A (G)
   - Total Downpayment (C through G): $0.00 (6)

7. **Amount Financed (5 less 6)**
   - $51640.63 (7)

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**OPTIONAL SERVICE CONTRACT(S)** You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in Item 11.

<table>
<thead>
<tr>
<th>Company</th>
<th>Term</th>
<th>Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
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<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Buyer X</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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**OPTIONAL DEBT CANCELLATION AGREEMENT.** A debt cancellation agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy debt cancellation, the charge is shown in Item 19 of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

<table>
<thead>
<tr>
<th>Term</th>
<th>Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**I want to buy a debt cancellation agreement.**

**Buyer Signs X**

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**Trade-In Vehicle(s)**

1. **Vehicle 1**
   - Year: N/A
   - Make: N/A
   - Model: N/A
   - Odometer: N/A
   - VIN: N/A
   - a. Agreed Value of Property: $N/A
   - b. Buyer/Co-Buyer Retained Trade Equity: $N/A
   - c. Agreed Value of Property Being Traded-In (a-b): $N/A
   - d. Prior Credit or Lease Balance: $N/A
   - e. Net Trade-in (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity): $N/A

2. **Vehicle 2**
   - Year: N/A
   - Make: N/A
   - Model: N/A
   - Odometer: N/A
   - VIN: N/A
   - a. Agreed Value of Property: $N/A
   - b. Buyer/Co-Buyer Retained Trade Equity: $N/A
   - c. Agreed Value of Property Being Traded-In (a-b): $N/A
   - d. Prior Credit or Lease Balance: $N/A
   - e. Net Trade-in (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity): $N/A

**Total Agreed Value of Property Being Traded-In**

<table>
<thead>
<tr>
<th>(1 or 2c)</th>
<th>N/A *</th>
</tr>
</thead>
</table>

**Total Prior Credit or Lease Balance**

<table>
<thead>
<tr>
<th>(1d) + (2d)</th>
<th>N/A *</th>
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</thead>
</table>

**Total Net Trade-in (1c+2c)**

<table>
<thead>
<tr>
<th>N/A *</th>
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</table>

*See Item 8A-6C in the itemization of Amount Financed*

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**OPTION:** You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before N/A, Year N/A.

**SELLER'S INITIALS:** N/A

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Trade-In Payoff Agreement: Seller relies on information from you and/or the lienholder or lessee of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessee of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessee. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer Signature X Co-Buyer Signature X N/A

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Sign X Co-Buyer Sign X N/A

SELLER’S RIGHT TO CANCEL. If Buyer and Co-Buyer sign here, the provisions of the Seller’s Right to Cancel section on page 6 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X Co-Buyer X N/A

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNCERTAIN WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE ADVISED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSESSSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

9/8 X N/A

CREDIT DISABILITY INSURANCE NOTICE

CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the Insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the Insurance company pays or repossesses your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or if you are otherwise in default when your disability insurance is made or if a senior mortgage or lien holder is foreclosing.

If the Insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the Insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 30 days from the date the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the Insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the Insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the Insurance company may stop paying, and you will then be able to take action to collect or foreclose or repossess any collateral you may have given.
1. FINANCE CHARGE AND PAYMENTS
   a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Seller - Creditor may receive part of the Finance Charge.
   b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
   c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
   d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) $25 if the original Amount Financed does not exceed $1,000, (2) $50 if the original Amount Financed is more than $1,000 but not more than $2,000, or (3) $75 if the original Amount Financed is more than $2,000.

2. YOUR OTHER PROMISES TO US
   a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

   GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

   b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
   c. Security Interest. You give us a security interest in:
      • The vehicle and all parts or goods put on it;
      • All money or goods received (proceeds) for the vehicle;
      • All insurance, maintenance, service, or other contracts we finance for you; and
      • All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

   d. Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
   e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES
   a. You may owe late charges. You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
   b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract. Default means:
      • You do not pay any payment on time;
      • You give false, incomplete, or misleading information on a credit application;
      • You start a proceeding in bankruptcy or one is started against you or your property;
      • The vehicle is lost, damaged or destroyed; or
      • You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
   c. You may have to pay collection costs. You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed $15 if any check you give to us is dishonored.
   d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
   e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the contract and vehicle reinstated and the finance charge paid by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and what action you must take to redeem the vehicle.

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Buyer Sign X __________________________ Co-Buyer Sign X __________________________ N/A

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f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, until you pay.

g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all the money you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle, if the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS
If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses which the Buyer may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

6. SERVICING AND COLLECTION CONTACTS
You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree that you will within a reasonable time notify us of any change in your name, address, or employment.

7. APPLICABLE LAW
Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. WARRANTIES OF BUYER
You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contact. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1980.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

Seller's Right to Cancel

a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.

b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.

c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.

d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.
Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can repay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X  Co-Buyer Signature X  N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION California law does not provide for a “cooling-off” or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars ($40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

Buyer Signature X  Date 08/12/2020  Co-Buyer Signature X  N/A  Date  N/A

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Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to use in this contract.

Other Owner Signature X  N/A  Address  N/A

GUARANTOR: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor (initially guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay when owing. Each Guarantor will be liable for the total amount owing, even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor’s demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or its terms. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor’s notice of acceptance of this Guaranty, notice of the Buyer’s non-payment, non-performance, and default, and notice of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X  N/A  Date  N/A  Guarantor X  N/A  Date  N/A

Address  N/A  Address  N/A

Seller Signature DELILLO CHEVROLET  Date 08/12/2020  By X  Title
ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.

2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossessions, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

Seller assigns its interest in this contract to (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☑ Assigned without recourse ☐ Assigned with limited recourse

Seller: DELILLO CHEVROLET By Title

Buyer Signs X Co-Buyer Signs X N/A
CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 15, 2020

SUBJECT: 1) Waive the Bidding Requirements Pursuant to FVMC 2.36.070 Par 4 and Authorize Staff to Issue a Purchase Order to National Auto Fleet Group in the Amount of $95,447.85 for the Purchase of Three 2021 Dodge Charger Pursuit V-8 RWD Vehicles Through the Existing Cooperative Contract with Sourcewell; and 2) Authorize Staff to Dispose of the Existing Vehicles by Means that Best Meet the City's Needs

EXECUTIVE SUMMARY:

The City budgets to replace four police patrol vehicles annually to ensure that the fleet continues to meet the City's public safety needs.

After evaluating the needs of the Police Department and the FY 2020/21 Budget, Fleet Management staff and Police Management staff recommend purchasing three 2021 Dodge Charger Pursuit V-8 RWD Vehicles at this time. The fourth police patrol vehicle scheduled for replacement in FY 2020/21 will be reconsidered in February 2021.

The FY 2020/21 Fleet Management Capital Program provides $44,000 per police patrol vehicle ($132,000 for the replacement of three police patrol vehicles) in accordance with the 4-year life cycle established by the City.

The total cost to purchase the three new 2021 Dodge Charger Pursuit V-8 RWD vehicles utilizing an existing cooperative contract through Sourcewell, formerly the National Joint Powers Alliance (NJPA), is $95,447.85. After the purchase of the vehicles, there will be $36,552.15 remaining in the FY 2020/21 Fleet Management Capital Program to outfit the vehicles.

The outfitting of the vehicles will be outsourced and managed by the Police Department. The estimated cost of outsourcing the outfitting of the three police vehicles is approximately $50,681.00, which exceeds the remaining budgeted amount by $14,128.85. If the actual cost exceeds the budget, the Police Department will return to City Council at the time a recommendation to award a contract for outfitting is presented to Council with a request to increase the budget if an additional source of funding is not found.
Staff is requesting that the City Council: 1) waive the bidding requirements pursuant to FVMC 2.36.070 Par 4 and authorize staff to issue a purchase order to National Auto Fleet Group in the amount of $95,447.85 for the purchase of three 2021 Dodge Charger Pursuit V-8 RWD Vehicles through the existing cooperative contract with Sourcewell; and 2) authorize staff to dispose of the existing vehicles by means that best meet the City’s needs.

**DISCUSSION:**

Police patrol vehicles have a 4-year life cycle, and the City budgets to replace four police patrol vehicles annually to ensure that the fleet continues to meet the City’s public safety needs. Staff has determined through decades of experience with the operation and maintenance of these vehicles that a 4-year life cycle maximizes cost efficiency while providing a vehicle that is well suited for the purpose intended. Staff regularly evaluates police patrol units in the fleet to determine which units are of the highest priority for replacement. All of the units proposed for replacement in FY 2020/21 meet the City’s criteria for replacement of police patrol vehicles.

The FY 2020/21 Fleet Management Capital Program provides $44,000 for each of the four police patrol vehicles scheduled for replacement.

The Police Department has been utilizing the Dodge Charger Pursuit V-6 RWD Vehicle since 2013. Unfortunately, Dodge has discontinued this model. The Dodge Charger Pursuit Vehicle is now only available in V-6 AWD and V-8 RWD models.

After evaluating the needs of the Police Department and the available options, Fleet Management staff and Police Management staff recommend moving forward with the Dodge Charger Pursuit V-8 RWD vehicle. The V-8 RWD model is more expensive than the previous model, but it is the least expensive model currently available. Going with the V-8 RWD model will also reduce maintenance costs as there are less moving parts to maintain and many of the parts are the same as the rest of our current police patrol vehicles.

Since the City does not know the full economic impact of COVID-19 on the City’s budget and the Dodge Charger Pursuit V-8 RWD Vehicle is more expensive, Fleet Management staff and Police Management staff recommend purchasing three 2021 Dodge Charger Pursuit V-8 RWD Vehicles at this time. The fourth police patrol vehicle scheduled for replacement in FY 2020/21 will be reconsidered in February 2021 after the mid-year budget review.

Staff has identified an existing cooperative contract through Sourcewell, formerly the National Joint Powers Alliance (NJPA). Sourcewell combines the buying power of 50,000 government, education, and nonprofit organizations through nationally, competitively solicited cooperative contracts. Cooperative purchasing is “Procurement conducted by,
or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. Sourcewell’s rigorous process streamlines the procurement process by developing Invitation for Bids and Request for Proposals for national, competitive solicitations that meet or exceed local requirements. Sourcewell issued a Request for Proposal (RFP) in October 2016 for the procurement of vehicles, cars, vans SUVs and light trucks. The RFP was publicly advertised and distributed to forty companies. Four proposals were received in December 2016 and were evaluated based on eight criteria with pricing being the most heavily weighted. Based on that process, National Auto Fleet Group was the highest ranked and awarded a cooperative contract (Contract #120716-NAF) by Sourcewell. The City can utilize the cooperative contract with National Auto Fleet Group through Sourcewell to purchase the vehicles at a competitive price in compliance with the City’s purchasing policy.

Section 2.36.070 Par 4 of the Fountain Valley Municipal Code authorizes the procurement of goods and services without formal bidding under the following circumstance: “When participating in cooperative contracts with another government agency.”

The total cost to purchase the three new vehicles utilizing the existing cooperative contract through Sourcewell is $95,447.85. After the purchase of the vehicles, there will be $36,552.15 remaining in the FY 2020/21 Fleet Management Capital Program to outfit the vehicles.

The outfitting of the vehicles will be outsourced and managed by the Police Department. The estimated cost of outsourcing the outfitting of the three police vehicles is $50,681.00, which exceeds the remaining budgeted amount by $14,128.85. If the actual cost exceeds the budget, the Police Department will return to City Council at the time a recommendation to award a contract for outfitting is presented to Council with a request to increase the budget if an additional source of funding is not found.

**FINANCIAL ANALYSIS:**

The FY 2020/21 Fleet Management Capital Program provides a total of $176,000 for the replacement of four police patrol vehicles.

Based on the needs of the Police Department and the FY 2020/21 Budget, staff is recommending that the City replace only three of the four police patrol vehicles scheduled for replacement at this time. The fourth police patrol vehicle scheduled for replacement in FY 2020/21 will be reconsidered in February 2021.

<table>
<thead>
<tr>
<th>Police Patrol Vehicles</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2020/21 Budget for</td>
<td>$132,000.00</td>
<td></td>
</tr>
<tr>
<td>Patrol Vehicles – Qty.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 ($44,000.00 ea.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2021 Dodge Charger</td>
<td>$95,447.85*</td>
<td></td>
</tr>
<tr>
<td>Pursuit V-8 RWD – Qty.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 ($31,815.95 ea.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Budget for</td>
<td>$36,552.15</td>
<td></td>
</tr>
<tr>
<td>Outfitting</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
*Includes sales tax and tire fees

After the purchase of the vehicles, there will be $36,552.15 remaining in the FY 2020/21 Fleet Management Capital Program to outfit the vehicles.

<table>
<thead>
<tr>
<th>FY 2020/21 Budget for Outfitting Police Vehicles</th>
<th>$ 36,552.15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outfitting of 3 Dodge Charger Pursuit V-8 RWD Vehicles (Light Bars, Cages, etc.)</td>
<td></td>
</tr>
<tr>
<td>Equipment – Estimated Cost</td>
<td>$ 34,150.00*</td>
</tr>
<tr>
<td>Outsourced Labor – Estimated Cost</td>
<td>$ 13,650.00*</td>
</tr>
<tr>
<td>Decals – Estimated Cost</td>
<td>$ 2,881.00*</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$ 50,681.00*</td>
</tr>
</tbody>
</table>

*Estimates are based on prior FY 2019/2020 costs.

The estimated cost of outsourcing the outfitting of the three police patrol vehicles is $50,681.00, which exceeds the remaining budgeted amount by $14,128.85.

There are sufficient funds to purchase three 2021 Dodge Charger Pursuit V-8 RWD Vehicles. However, there are insufficient funds to cover the total estimated cost of outfitting the three police vehicles utilizing outsourced labor. If the actual cost exceeds the budget, the Police Department will return to City Council at the time a recommendation to award a contract for outfitting is presented to Council with a request to increase the budget if an additional source of funding is not found.

**ATTORNEY REVIEW:**

This action will be issued on a City approved purchase order form that provides standard terms and conditions which have been approved by the Attorneys for the City.

**ALTERNATIVES:**

**Alternative No. 1:** 1) Waive the bidding requirements pursuant to FVMC 2.36.070 Par 4 and authorize staff to issue a purchase order to National Auto Fleet Group in the amount of $95,447.85 for the purchase of three 2021 Dodge Charger Pursuit V-8 RWD Vehicles through the existing cooperative contract with Sourcewell; and 2) authorize staff to dispose of the existing vehicles by means that best meet the City’s needs. This is the recommended action.

**Alternative No. 2:** Do not approve the proposal to purchase the Dodge Charger Pursuit V-8 RWD Vehicles through the cooperative contract and direct staff to obtain multiple quotes for the vehicles. This is not recommended as the cost under the cooperative contract is competitive and provides the best value to the City. All Sourcewell contracts have been competitively solicited nationally and also save considerable staff time and effort over individual requests and specifications with various vendors to meet our
procurement needs.

**Alternative No. 3:** Do not authorize the purchase of the Dodge Charger Pursuit V-8 RWD Vehicles at this time, and defer and direct staff to return at a future date with an update on the condition of the existing vehicles. This is not recommended as these units should be replaced now due to their age and condition. Delaying the purchase of these vehicles will make it difficult for the Public Works Fleet Division to keep an adequate number of police patrol vehicles on the road as vehicles have to be taken out of service for maintenance and repair.

**RECOMMENDATION:**

Staff recommends that City Council approve Alternative No. 1, which is to 1) waive the bidding requirements pursuant to FVMC 2.36.070 Par 4 and authorize staff to issue a purchase order to National Auto Fleet Group in the amount of $95,447.85 for the purchase of three 2021 Dodge Charger Pursuit V-8 RWD Vehicles through the existing cooperative contract with Sourcewell; and 2) authorize staff to dispose of the existing vehicles by means that best meet the City's needs.

Prepared by: Christine Smith, Management Analyst
Reviewed by: Mark Sprague, Field Services Manager
Approved by: Hye Jin Lee, Director of Public Works
Approved by: Matt Sheppard, Police Chief
Fiscal Review by: Jennifer Lampman, Finance Director/City Treasurer
Approved by: Rob Houston, City Manager

Attachment: 2021 Dodge Charger Pursuit V-8 RWD Quote
June 23, 2020

Bob Truman
City of Fountain Valley
10200 Slater Ave
Fountain Valley, Ca 92708
Delivery Via Email

Dear Mr. Truman,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Fountain Valley, new/unused 2021 Dodge Charger Pursuit V-8 RWD responding to your requirement with the attached specifications for $29,248.00 plus State Sales Tax, and $8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.

UNIT TO BE AN ALL BLACK RWD-V8

<table>
<thead>
<tr>
<th>One Unit</th>
<th>Total Savings</th>
<th>Total Savings</th>
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</thead>
<tbody>
<tr>
<td>MSRP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2021 Dodge Charger V-8 RWD</td>
<td>40,100.00</td>
<td>27.06%</td>
</tr>
<tr>
<td>Sub Total</td>
<td>29,248.00</td>
<td></td>
</tr>
<tr>
<td>Sales Tax</td>
<td>2,559.20</td>
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</tr>
<tr>
<td>Tire Tax</td>
<td>8.75</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>31,815.95</td>
<td></td>
</tr>
</tbody>
</table>

Delivery is 180-210 days ARO
Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-656-8431 O
714-264-1867 C
626-457-5593 F
Buzzard5150@gmail.com
Spec's for V-6 AWD or V-8 RWD

2021
Vehicle: [Fleet] 2020 Dodge Charger (LDDE48) Police-RWD
Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard
Wondries Fleet Group / National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com
Selected Model and Options

**MODEL**

<table>
<thead>
<tr>
<th>CODE</th>
<th>MODEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>LDDE48</td>
<td>2020 Dodge Charger Police 2021 RWD or AWD</td>
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**COLORS**

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<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>PX8</td>
<td>Pitch Black Clearcoat</td>
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</tbody>
</table>

**ENGINE**

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>FRONT WEIGHT</th>
<th>REAR WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ERB</td>
<td>Engine: 3.6L V6 24V VVT (STD) 3.6 Liter or V-8</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
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</tbody>
</table>

**TRANSMISSION**

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>FRONT WEIGHT</th>
<th>REAR WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>DGJ</td>
<td>Transmission: 8-Speed Automatic (W5A580) (STD) 8 Speed</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
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**CPOS PKG**

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<thead>
<tr>
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<th>DESCRIPTION</th>
<th>FRONT WEIGHT</th>
<th>REAR WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>27A</td>
<td>Quick Order Package 27A - Inc: Engine: 3.6L V6 24V VVT, Transmission: 5-Speed Automatic (W5A580)</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
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</table>

**TIRES**

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<tr>
<th>CODE</th>
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<th>FRONT WEIGHT</th>
<th>REAR WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TVW</td>
<td>Tires: P225/60R18 BSW Performance (STD)</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
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</table>

**PRIMARY PAINT**

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<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>FRONT WEIGHT</th>
<th>REAR WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>PX8</td>
<td>Pitch Black Clearcoat</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
</tr>
</tbody>
</table>

**SEAT TYPE**

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>FRONT WEIGHT</th>
<th>REAR WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>C8X9</td>
<td>Black, Heavy Duty Cloth Bucket &amp; Rear Bench Seats</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
</tr>
</tbody>
</table>

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes, and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer’s input is subject to the accuracy of the input provided. Data Version: 11244. Data updated Jun 21, 2020 10:19:00 PM PDT
### ADDITIONAL EQUIPMENT - PACKAGE

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<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>FRONT WEIGHT</th>
<th>REAR WEIGHT</th>
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</thead>
<tbody>
<tr>
<td>AHM</td>
<td>Convenience Group I -inc: Power Adjustable Pedals, Power Driver/Passenger 4-Way Lumbar Adjust, Power Front Driver/Passenger Seats</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
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<tr>
<td>AWC</td>
<td>Fleet Safety Group -inc: Blind Spot Power Fold Pursuit Mirrors, Exterior Mirrors w/Heating Element, Blind Spot &amp; Cross Path Detection</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
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<tr>
<td>AYE</td>
<td>Patrol Package Base Prep -inc: Siren Speaker &amp; Bracket, Trunk Tray &amp; Cooling Fan, Power Distribution Center, Front &amp; Rear Wire Harness</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
</tr>
</tbody>
</table>

### ADDITIONAL EQUIPMENT - EXTERIOR

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>FRONT WEIGHT</th>
<th>REAR WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>LNA</td>
<td>Matching Right Spot Lamp</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
</tr>
<tr>
<td>LNF</td>
<td>Black Left Spot Lamp</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
</tr>
<tr>
<td>LNX</td>
<td>LED Spot Lamps</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
</tr>
<tr>
<td>MSY</td>
<td>Delete Badge -inc: Dodge Grille Badge</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
</tr>
<tr>
<td>TBH</td>
<td>Full Spare Tire Relocation Bracket</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
</tr>
</tbody>
</table>

### ADDITIONAL EQUIPMENT - INTERIOR

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>FRONT WEIGHT</th>
<th>REAR WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CW6</td>
<td>Deactivate Rear Doors/Windows</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
</tr>
<tr>
<td>GXF</td>
<td>Entire Fleet All Key (FREQ 1)</td>
<td>0.00 lbs</td>
<td>0.00 lbs</td>
</tr>
</tbody>
</table>

Options Total 0.00 lbs 0.00 lbs
## Standard Equipment

**Mechanical**

- Engine: 3.6L V6 24V VVT (STD)
- Transmission: 5-Speed Automatic (W5A580) (STD)
- 50 State Emissions
- Transmission w/AUTOSTICK Sequential Shift Control
- Rear-Wheel Drive
- 2.62 Axle Ratio
- Engine Oil Cooler
- 220 Amp Alternator
- 800CCA Maintenance-Free Battery w/Run Down Protection
- Police/Fire
- Gas-Pressurized Shock Absorbers
- Rear Auto-Leveling Suspension
- Front Anti-Roll Bar and Rear HD Anti-Roll Bar
- HD Suspension
- Electric Power-Assist Steering
- 18.5 Gal. Fuel Tank
- Dual Stainless Steel Exhaust
- Short And Long Arm Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

**Exterior**

- Wheels: 18" x 7.5" Steel
- Tires: P225/60R18 BSW Performance (STD)
- Wheels w/Black Accents w/Chrome Hub Covers
- Steel Spare Wheel
- Full-Size Spare Tire Mounted Inside Under Cargo
- Clearcoat Paint
- Body-Colored Front Bumper
- Body-Colored Rear Bumper
- Black Side Windows Trim
- Body-Colored Door Handles
### Exterior
- Power Side Mirrors w/Manual Folding
- Body Color Exterior Mirrors
- Fixed Rear Window w/Defroster
- Light Tinted Glass
- Speed Sensitive Variable Intermittent Wipers w/Heated Jets
- Galvanized Steel/Aluminum Panels
- Black Grille
- Trunk Rear Cargo Access
- Fully Automatic Projector Beam Halogen Daytime Running Headlamps w/Delay-Off
- Perimeter/Approach Lights
- LED Brakelights
- Laminated Glass

### Entertainment
- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Uconnect External Memory Control
- Radio: Uconnect 4 w/7" Display
- 6 Speakers
- Streaming Audio
- Window Grid Antenna
- Uconnect w/Bluetooth Wireless Phone Connectivity
- 2 LCD Monitors In The Front

### Interior
- Power 6-Way Driver Seat
- 8-Way Driver Seat -inc: Manual Recline
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Front Facing Rear Seat
- Manual Til/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- Power Rear Windows
- Leather/Metal-Look Steering Wheel
- Front Cupholder
- Rear Cupholder

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## Interior

- Compass
- Proximity Key For Doors And Push Button Start
- Valet Function
- Power Fuel Flap Locking Type
- Remote Keyless Entry w/Integrated Key Transmitter, 4 Door Curb/Courtesy, Illuminated Entry and Panic Button
- Remote Releases -Inc: Power Cargo Access and Power Fuel
- Cruise Control w/Steering Wheel Controls
- Dual Zone Front Manual Air Conditioning
- HVAC -Inc: Underseat Ducts
- Illuminated Locking Glove Box
- Driver Foot Rest
- Full Cloth Headliner
- Vinyl Door Trim Insert
- Interior Trim -Inc: Chrome Interior Accents
- Urethane Gear Shifter Material
- Heavy Duty Cloth Bucket & Rear Bench Seats
- Day-Night Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
- Partial Floor Console, Mini Overhead Console w/Storage and 1 12V DC Power Outlet
- Regular Dome Lighting
- Full Vinyl/Rubber Floor Covering
- Vinyl/Rubber Floor Trim
- Underhood And Cargo Space Lights
- FOB Controls -Inc: Cargo Access
- Instrument Panel Bin, Driver / Passenger And Rear Door Bins
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Systems Monitor
- Redundant Digital Speedometer
- Trip Computer
**Interior**

- Outside Temp Gauge
- Digital/Analog Display
- Manual Anti-Whiplash Adjustable Front Head Restraints and Fixed Rear Head Restraints
- Sentry Key Engine Immobilizer
- Air Filtration
- 1 12V DC Power Outlet

**Safety-Mechanical**

- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

**Safety-Exterior**

- Side Impact Beams

**Safety-Interior**

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- ParkSense Rear Parking Sensors
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Driver Knee Airbag
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts - Inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- ParkView Back-Up Camera

**WARRANTY**

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 100,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11244, Data updated Jun 21, 2020 10:19:00 PM PDT
**Window Sticker**

**SUMMARY**

[Fleet] 2020 Dodge Charger (LDDE48) Police RWD

- Interior: Black, Heavy Duty Cloth Bucket & Rear Bench Seats
- Exterior 1: Pitch Black Clearcoat
- Exterior 2: No color has been selected.
- Engine: 3.6L V6 24V VVT
- Transmission: 5-Speed Automatic (W5A580)

**OPTIONS**

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<thead>
<tr>
<th>CODE</th>
<th>MODEL</th>
<th>MSRP</th>
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<tbody>
<tr>
<td>LDDE48</td>
<td>[Fleet] 2020 Dodge Charger (LDDE48) Police RWD</td>
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<tr>
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<td>Matching Right Spot Lamp</td>
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<td>LNX</td>
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<td>TBH</td>
<td>Full Spare Tire Relocation Bracket</td>
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<tr>
<td>TVW</td>
<td>Tires: P225/60R18 BSW Performance</td>
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</tr>
</tbody>
</table>

**SUBTOTAL**

- Adjustments Total: $0.00
- Destination Charge: $0.00
- **TOTAL PRICE**: $0.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11244, Data updated Jun 21, 2020 10:19:00 PM PDT.
Wondries Fleet Group / National Auto Fleet Group
Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2020 Dodge Charger (LDDE48) Police RWD (✓ Complete)

FUEL ECONOMY

Est City: 17 (2019) MPG
Est Highway: 26 (2019) MPG
Est Highway Cruising Range: 481.00 mi
CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 15, 2020

SUBJECT: 1. Approve Waiving the Bidding Requirements Pursuant to FVMC 2.36.070;
2. Accept the Proposal and Award a Contract in the amount of $89,900.00 for FY 20/21 to AGA Engineers, Inc. for Professional Engineering Design Services; and,
3. Accept and award a professional services and installation Contract in an amount of $362,942.03 for FY 20/21 to DDL Traffic, Inc. for installation of all Opticom Priority Control Systems at 38 Intersections for the Emergency Vehicle Preemption (EVP) Program
4. Approve an amendment to the GF796 General Fund budget in the amount of $114,136.23 with funding to be received from OCTA

EXECUTIVE SUMMARY:

The Fire Department raised concerns that the I-405 Improvement Project with multiple detours and bridge closures has created additional traffic conditions that challenge the 9-1-1 travel times within Fountain Valley service area. The I-405 Improvement Project will impact all seven (7) bridges in Fountain Valley.

In response to this Fire Department concerns, the Fire Department and Public Works Department worked collaboratively to find a solution in the “Emergency Vehicle Preemption” (EVP). The EVP is a traffic control system for emergency vehicles that can aid in decreasing response times by giving priority greenlight to the emergency vehicles.

On July 16, 2019, during a regularly scheduled City Council meeting, City Council approved the first EVP pilot project where the city tested the installation of EVP equipment at fifteen (15) intersections. The 15 EVPs are installed along Bushard and Newhope, which are the two corridors where both of the Fountain Valley Fire Stations reside.

According to OCTA’s modified proposed construction schedule, Brookhurst Street bridge 2-phase construction begins in fall 2020 while Talbert Avenue Bridge is in its final stages of construction. This dual bridge construction has a significant impact to traffic circulation and potential for traffic congestion. Brookhurst Street is one of Fountain Valley’s critical arterial streets with nearly 50,000 vehicles per day (during normal traffic conditions and before the pandemic) and geographically central to the City of Fountain Valley. It provides a critical access to the Memorial Care Hospital on Brookhurst and Talbert as well as connecting the northern and southern portions of Fountain Valley. As part of this proposal, Warner Avenue Bridge will now be constructed in a single-phase. In response
to these concerns, Public Works staff reached out to OCTA and OC405 partners to help mitigate the impacts of emergency vehicle response times. The City was able to negotiate with OCTA to fund the EVPs at twenty-eight (28) signalized intersections around the I-405 freeway construction/detour areas to help reduce the emergence response times.

The OCTA and the City of Fountain Valley executed a Memorandum of Understanding (MOU) that concurs a compensation of $374,000 for the twenty-eight (28) EVPs. The OCTA is in the process of executing the agreement amendment with its Board. After OCTA Board approval, it will be brought before the Council at our October council meeting. In the meantime, OCTA requested the City of Fountain Valley to expedite the EVP installation in anticipation of Brookhurst Street bridge construction in fall 2020.

The staff recommends installing EVPs on all remaining ten (10) intersections and complete the project this year to reap the full benefit of the EVPs throughout the City and economy of scale for engineering services and installation. The previous Capital Improvement Program proposed a two-phased EVP project; however, with this proposed plan, both phases of EVP will be complete by early 2021 with priority installation around the I-405 construction areas.

AGA Engineers, Inc. proposed $89,900.00 for design and specifications for EVP engineering plans for all 38 intersections. DDL Traffic Inc. proposed $362,942.03 for the purchase and installation of EVP equipment for all 38 intersections which would complete the installation of EVP at all signalized intersections Citywide. There are sufficient funds in the GF796 General Fund and OCTA 405 Project Funding to fund the full cost of the proposed contract amount.

Staff recommends the following:
1. The City Council waive the bidding requirements pursuant to FVMC 2.36.070 and
2. Accept AGA Engineer's proposal and award a professional engineering contract in the amount of $89,900.00 for FY 20/21 and
3. Accept and award a professional services and installation Contract in an amount of $362,942.03 for FY 20/21 to DDL Traffic, Inc. for installation of all Opticom Priority Control Systems at 38 Intersections for the Emergency Vehicle Preemption (EVP) Program.
4. Approve an amendment to the GF796 General Fund budget in the amount of $114,136.23 with funding to be received from OCTA.

As part of the on-going desire to provide expeditious emergency responses throughout the City, staff recommends starting engineering and installation as soon as possible before concurrent bridge closures at Brookhurst and Talbert this fall through early 2021. AGA Engineers provided engineering services for the EVP Pilot program. DDL is an exclusive vendor of Opticom system, which is a specialty product that all surrounding agencies utilize for emergency vehicle preemption.

**DISCUSSION:**
The Fire Department strives for "travel times" of four minutes or less when responding to 9-1-1 calls. The four-minute or less goal is an industry performance goal established by the National Fire Protection Association. Fire Department response data indicates that emergency response "travel time" is growing and becoming challenging to manage. Fire service leaders recognize that shorter response times can reduce mortality, stop or reduce life changing medical emergencies, and prevent fire spread beyond the area of origin.

During strategic planning, Fire Department staff confirmed that Fountain Valley Fire responder "travel time" has increased since the onset of 405 Freeway construction activities. One possible solution to decrease "travel time" is Emergency Vehicle Preemption (EVP). EVP is a traffic control system for emergency vehicles that provides priority to the first responders and reduces emergency response travel times. The EVP system is widely used by many cities in Orange County. The advancements in EVP technology have improved interaction with signals to help reduce impacts to timing and traffic signal coordination.

The I-405 Improvement Project has created additional traffic conditions that challenge 9-1-1 response times within Fountain Valley. All seven (7) bridges within Fountain Valley will be impacted by the I-405 Improvement Project. Each bridge reconstruction will generate traffic detours and has the potential to cause additional traffic congestion within the construction areas.

On July 16, 2019 during a regularly scheduled City Council meeting, City Council approved the first EVP pilot project where the city tested the installation of 15 EVP intersections. The 15 EVP intersections were installed along Bushard and Newhope, which are the two corridors where both of the Fountain Valley Fire Stations reside. This project was a great success in decreasing response time for emergency responders to get to the emergency location, as well as coming in below budget with approximately $198,000 in savings in FY19/20, which have been returned to the General Fund.

In fall of 2020, two-phased Brookhurst Street bridge reconstruction will begin while Talbert Avenue Bridge is in its final stage. In the next two years, the City of Fountain Valley will have four (4) more bridges reconstructed as part of the I-405 Improvement Project. This will continue to impact the Fire Department response times without any other intervention. To address this safety concern for emergency responses, Public works staff reached out to OCTA and OC405 partners to help mitigate the impacts of emergency response times. The City was able to negotiate with OCTA to provide funding for the twenty-eight (28) EVPs around the I-405 construction activities. While the initial Capital Improvement Program budget proposed a two-phase EVP implementation throughout the City, OCTA's funding will supplement the project cost of 28 intersections and the remaining 10 intersections will be completed and funded by the General Fund to complete the City's EVP infrastructure citywide and help the Fire Department's response times during and after the 405-widening project.
AGA Engineers Inc. has submitted their proposal for EVP Design and Specifications (Contract) for the FY 20/21. This Contract includes the preparation of design plans and specifications for 38 EVP intersections, system integration for communication to City Hall’s Traffic Management Center, and timing adjustments for the emergency vehicle preemption system.

For the past several years, AGA Engineers Inc. have worked extensively with the City of Fountain Valley and a number of Orange County agencies, including OCTA. Due to their high quality of work, AGA continues to be recognized as one of the best traffic signal design and timing consultants in the industry. AGA has also worked with the City’s previous EVP Pilot program as the engineering consultant for the project, which makes them uniquely qualified as the best team to continue to perform the design and specification services expeditiously. Staff recommends waiving the bidding requirements pursuant to FVMC 2.36.070 of the Fountain Valley Municipal Code authorizing the procurement of goods and services without formal bidding.

AGA has proposed a fee and scope of services, which includes engineering plans and specifications for 38 EVP, System integration, and timing adjustment. AGA’s total contract will not exceed $89,900.00.

In Southern California, DDL Traffic Inc. is the only authorized dealer for Global Traffic Technologies (GTT) who manufactures Opticom systems. Staff solicited other cities within Orange County that utilize EVP and found that DDL Traffic Inc. was the sole vendor within Orange County. In addition, there are no other authorized dealers of GTT products in Southern California. GTT is the sole-source provider/manufacturer of Opticom Products. The City’s Purchasing Policy provides that formal competitive bidding may be dispensed when goods or services can be obtained from only one vendor. Staff recommends waiving the bidding requirements pursuant to FVMC 2.36.070 of the Fountain Valley Municipal Code authorizing the procurement of goods and services without formal bidding, as there are no other authorized dealers of Opticom in Southern California.

In addition, in order to ensure that the pricing provided by DDL Traffic was fair and reasonable, staff obtained pricing of the required equipment and installations procured by other Orange County cities with Opticom. DDL Traffic adjusts its pricing annually, and as a result, increased parts pricing in December of last year by a small margin. However, with larger number of EVPs with this contract, staff was able to negotiate with DDL to keep installation and technical labor pricing consistent with other recent city installations to ensure that DDL pricing was fair and reasonable.

FINANCIAL ANALYSIS

AGA Engineers, Inc. proposed $89,900.00 for design and specifications for EVP Design Plans for 38 intersections and DDL Traffic Inc. proposed $362,942.03 for the purchase and installation of EVP equipment for 38 intersections. The project has a total budget of $749,000 in FY 20/21 with $375,000 budgeted in the General Fund (GF796) and
$374,000 in OCTA I-405 project funding which was negotiated after adoption of the FY20/21 budget. In addition, the pilot EVP program completed in FY19/20 was successfully completed with $198,000 in savings, which has been returned to the General Fund.

The total project cost for the proposed 38 intersections is anticipated to be $489,136.23. OCTA’s funding, once received, will support the majority of this project, with $259,863 in projected savings in the General Fund. There are adequate funds to fund this project.

<table>
<thead>
<tr>
<th>EMERGENCY VEHICLE PREEMPTION BUDGET</th>
</tr>
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<tbody>
<tr>
<td>FY 20/21 Budget (GF796 General Fund)</td>
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<tr>
<td>OCTA 405 Project Funding</td>
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<tr>
<td>Total Project Budget</td>
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<table>
<thead>
<tr>
<th>EMERGENCY VEHICLE PREEMPTION PROJECT COST</th>
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<tr>
<td>Albert Grover and Associates EVP Design and Configurations</td>
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<tr>
<td>DDL Traffic Inc Furnish and Install 38 EVP Locations</td>
</tr>
<tr>
<td>Contingency for 15 EVP Intersections</td>
</tr>
<tr>
<td>Total Project Costs</td>
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ATTORNEY REVIEW:

The Attorney for the City has reviewed and approved the attached contracts.

ALTERNATIVES:

Alternative No. 1: Waive the bidding requirements pursuant to FVMC 2.36.070 and accept the proposal and award a contract in the amount of $89,900.00 for FY 20/21 to AGA Engineers, Inc. for Professional Consultant Design Services and a contract in an amount of $362,942.03 for FY 20/21 to DDL Traffic, Inc. for Professional Services and Installation of all Opticom Priority Control Systems at 38 Intersections for the EVP Program and create an amendment to the GF796 General Fund budget in the amount of $114,136.23 with funding to be received from OCTA. This is the recommended action.

Alternative No. 2: Reject the proposal and do not award a contract in the amount of $89,900.00 for FY 20/21 to AGA Engineers, Inc. for Professional Consultant Design Services and a contract in an amount of $362,942.03 for FY 20/21 to DDL Traffic, Inc. for Professional Services and Installation of all Opticom Priority Control Systems at 38 Intersections for the EVP Program. This is not recommended as the EVP Program is recommended to aid in improving emergency response. Furthermore, DDL is the only authorized dealer for the
Global Traffic Technologies (GTT) who manufacture Opticom systems in Southern California.

RECOMMENDATION:

It is recommended that the City Council approve Alternative No. 1, which waives the bidding requirements pursuant to FVMC 2.36.070 and accept the proposal and award a contract in the amount of $89,900.00 for FY 20/21 to AGA Engineers, Inc. for Professional Consultant Design Services and a contract in an amount of $362,942.03 for FY 20/21 to DDL Traffic, Inc. for Professional Services and Installation of all Opticom Priority Control Systems at 38 intersections for the EVP Program and create an amendment to the GF796 General Fund budget in the amount of $114,136.23 with funding to be received from OCTA.

Prepared by: John Nguyen, Associate Engineer
Reviewed by: Temo Galvez, Deputy Director of Public Works/City Engineer
Reviewed by: Hye Jin Lee, Director of Public Works
Approved by: Ron Cookston, Fire Chief
Fiscal Review by: Jennifer Lampman, Finance Director/City Treasurer
Approved By: Rob Houston, City Manager

Attachment: DDL Traffic Publics Works Contract
AGA Consultant Contract Agreement
Dear Contractor:

In entering into an agreement with the City of Fountain Valley, you must designate your form of business entity. There are three basic types of business entities. They are:

1. A Sole Proprietorship  
   (with or without a "dba")

2. A Partnership

3. A Corporation

In entering into contracts with the City of Fountain Valley, please indicate the complete name of your business in one of the following acceptable formats:

1. John Smith, Sole Proprietor;

      or

John Smith, Sole Proprietor,  
doing business as "Acme Roofing"

2. Smith and Dokes, a California Partnership;

3. Smith Corporation, Inc.,  
a California Corporation

In signing the agreement with the City of Fountain Valley, you or your agent must sign in one of the following manners so the capacity in which you or your agent is signing is clear:

1. ____________________________________________  
   John Smith, Sole Proprietor

2. Smith and Dokes  
   By: ____________________________________________  
   John Smith, Partner

3. Smith Corporation, Inc.  
   By: ____________________________________________  
   Vice President

Your Public Notary must indicate your capacity when acknowledging your signature.
CONTRACT
CON-___-___

This AGREEMENT is made and entered into this 15th day of September, 2020, by and between the CITY OF FOUNTAIN VALLEY, hereinafter referred to as “CITY,” and DDL TRAFFIC INCORPORATED, hereinafter referred to as “CONTRACTOR.”

WITNESSETH

That for and in consideration of the promises and agreements hereinafter made and exchanged, CITY and CONTRACTOR mutually agree as follows:

SCAPE OF THE WORK AND CONTRACT SUM

1. Scope of the Work. CONTRACTOR shall perform all the work and shall provide and furnish all labor, materials, tools, expendable equipment, utility and transportation services required to construct Project No. GF796, Emergency Vehicle Preemption System Phase 1 (hereafter referred to as “PROJECT”).

2. Labor and Materials. All of said work to be performed and materials to be furnished shall be in strict accordance with the plans and specifications entitled Project No. GF796, Emergency Vehicle Preemption System Phase 1 and CONTRACTOR agrees to do everything required by this AGREEMENT, the plans and specifications, and the CONTRACT DOCUMENTS.

All labor, materials, tools, equipment, and services shall be performed under the direction, administration, and subject to the approval of CITY or its authorized representatives.

3. Contract Sum. CITY agrees to pay, and CONTRACTOR agrees to accept in full payment for the work above agreed to be done, the sum of Three Hundred Sixty-Two Thousand and Nine Hundred Forty-Two Dollars 03/00 ($ 362,942.03).

NOTICE TO PROCEED AND TIMING

4. Notice to Proceed. No work, services, material, or equipment shall be performed or furnished under this AGREEMENT unless and until a “Notice to Proceed” has been given to CONTRACTOR by CITY and all bonds and certificates of insurance required pursuant hereto have been furnished to and approved by CITY.

5. Time of Completion. CONTRACTOR agrees to commence the work to be performed under this AGREEMENT on the start of construction date specified in the “Notice To Proceed” and to diligently prosecute the work to completion by the completion date specified in the Notice to Proceed, which the parties agree is FORTY - FIVE (45) WORKING DAYS.

6. Time of the Essence. Time is of the essence of this AGREEMENT.

7. Liquidated Damages/Additional Actual Damages. It is agreed by the parties hereto that in case the total work called for hereunder in all parts and requirements is not finished or completed within the number of working days as set forth herein, damage will be sustained by the CITY, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the CITY will sustain in the event of and by reason of such delay. It is therefore
agreed the CONTRACTOR will pay to the CITY the sum of **ONE THOUSAND and TWO HUNDRED-TEN 00/100 Dollars ($1210.00)** per calendar day for each and every day of delay in finishing the work in excess of the number of days prescribed in Section 5, and the CONTRACTOR agrees to pay said liquidated damages herein provided for and further agrees that the CITY may deduct the amount thereof from any monies due or that may become due the CONTRACTOR hereunder. Liquidated damages shall be a measurement of the sum to compensate the public for inconvenience from not having the work completed on time and the cost of CITY staff to monitor the job beyond the completion date. CITY shall further be entitled to recover its additional actual damages incurred which shall be supplemental to the liquidated damages.

Provided strict compliance with Section 22 below is effected, the CONTRACTOR will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time named herein due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strike, and unsuitable weather, or delays of subcontractors due to such causes.

**JOB PROGRESS AND COOPERATION**

8. **Job Progress.** CONTRACTOR agrees to maintain a realistic critical path analysis throughout the project. CONTRACTOR agrees to meet with CITY’s PROJECT MANAGER or designee on a weekly or other periodic basis, or as requested by CITY to review job progress. PROJECT MANAGER for purposes of this AGREEMENT shall be the Director of Public Works-City Engineer or such designee as has been given the authority for this project in a written designation. CONTRACTOR agrees to provide CITY with critical path analysis documentation whenever job progress is impacted so that the completion date may be affected or whenever delays or other impacts may give rise to CONTRACTOR’s claim for additional days or additional damages. Delay and other claims of damages based on CONTRACTOR’s planned early completion are prohibited.

9. **Cooperation.** CONTRACTOR agrees to cooperate with CITY’s PROJECT MANAGER or designee and to provide submittals and participate in meetings in a good faith effort to complete the project. If disagreements arise, CONTRACTOR agrees to document the disagreement in accordance with these AGREEMENT provisions and provide CITY with early notice of the same for later resolution but shall continue to cooperate and prosecute the work to completion in a diligent manner. Nothing herein shall excuse CONTRACTOR’s strict compliance with Section 22 if additional time or money is sought.

10. **CONTRACTOR’S Independent Investigation.**

   (a) No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this AGREEMENT, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by CITY for purposes of letting this AGREEMENT out to bid, will be accepted as an excuse for any failure or omission on the part of the CONTRACTOR to fulfill in every detail all requirements of said AGREEMENT, specifications, and plans, nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time except as provided in Section 22 of this AGREEMENT.

   (b) Except as specifically provided in the CONTRACT DOCUMENTS, information provided for purposes of bidding do not represent “conditions indicated” as being in existence and
are provided for the convenience of the parties in making their own investigation.

PREVAILING WAGES & LABOR, WAGE, AND HOURS LAWS

11. **Compliance with the Davis-Bacon Act.** This provision does not apply to this AGREEMENT.

12. **Public Work/DIR Registration.** Notice is provided pursuant to Labor Code Section 1781 that this is a "public work" as defined in Chapter 1, Part 7, Division 2 of the Labor Code, to which Section 1771 applies. CONTRACTOR shall pay prevailing wages, unless exempt. All contractors and subcontractors working on this job shall be registered with the Department of Industrial Relations using online form 100.

13. **Prevailing Wage Rates.** Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages can be found at [http://www.dir.ca.gov/OPRL/PWD/index.htm](http://www.dir.ca.gov/OPRL/PWD/index.htm) and are on file at City Hall, which shall be made available to any interested party upon request. CONTRACTOR shall post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Said per diem wages are deemed to include employer payments for health and welfare, pension, vacation and travel time, and subsistence pay, all in accordance with Section 1773.1 of the Labor Code.

14. **Payroll Records.** The provisions of Section 1776 of the Labor Code regarding the preparation, maintenance, and filing of payroll records are applicable to this AGREEMENT. Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Electronic certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or contain the same information. THE CONTRACTOR’S AND SUBCONTRACTOR’S PAYROLL RECORDS SHALL BE SUBMITTED TO CITY ON A WEEKLY BASIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTAL OF SUB-CONTRACTOR’S PAYROLL RECORDS. Additionally, CONTRACTOR or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Section 1776 subdivision (a) of the Labor Code. In the event that CONTRACTOR or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. CITY may deduct this penalty from any monies due or that may become due CONTRACTOR under this AGREEMENT.

15. **Penalty.** CONTRACTOR and any subcontractor under CONTRACTOR shall, as a penalty to CITY, forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid (either by CONTRACTOR or any subcontractor under CONTRACTOR) less than the prevailing rate set forth herein on the work provided for in this AGREEMENT. CITY may deduct the penalty from any monies due or that may become due CONTRACTOR under this AGREEMENT. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall also be paid to each worker by CONTRACTOR or subcontractor, in accordance with Section 1775 of the Labor Code of the State of California.

16. **Apprentices.** If applicable, the provisions of Labor Code Section 1777.5 requiring the use of apprentices in certain ratios to journeymen on the project are hereby imposed upon CONTRACTOR.
17. **Legal Day's Work.** In the performance of this AGREEMENT, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Labor Code Section 1815. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this AGREEMENT by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said article. CITY may deduct this penalty from any sums owed pursuant to this AGREEMENT.

**PROGRESS PAYMENTS AND RETENTION**

18. **Progress Payments.** Pursuant to Public Contract Code Section 7201, prior to the fifteenth (15th) day of the month next following the commencement of the work, there shall be paid to CONTRACTOR a sum equal to ninety-five percent (95%) of the value of the work completed since the commencement of the work as determined by CITY and thereafter prior to the fifteenth (15th) day of each successive month as the work progresses. CONTRACTOR shall be paid such sum as will bring the payments up each month to ninety-five percent (95%) of the value of the work completed since the commencement of the work as determined by CITY, less all previous payments and authorized deductions, provided that CONTRACTOR submits his request for payment prior to the last Wednesday of each preceding month. Pursuant to Public Contract Code 7107, CITY shall make the final payment, if unencumbered, or any part thereof unencumbered, within sixty (60) days after the date of completion. Notwithstanding the foregoing, CONTRACTOR shall provide CITY with all documentation required by this AGREEMENT, including the Final Closeout Agreement and Release of All Claims, as well as any other documents required by the CONTRACT DOCUMENTS, such as as-builts, red-line plans, manufacturers and specific guarantees, and owner's manuals prior to receiving final payment. Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the City Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the AGREEMENT, and that the amount stated in the certificate is due under the terms of the AGREEMENT. Partial payments on the AGREEMENT price shall not be considered as an acceptance of any part of the work. Nothing herein shall limit CITY's right to withhold one hundred fifty percent (150%) of disputed amounts in the event of a good faith dispute.

19. **Prompt Payments.** CITY agrees to promptly make progress payments on undisputed and properly submitted payment requests within thirty (30) days and to comply with the provisions of Public Contract Code Section 20104.50.

20. **Retention Securities.** Pursuant to California Public Contract Code Section 22300, CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to insure performance of the AGREEMENT.
21. **Federal Participation.** This provision does not apply to this AGREEMENT. If this project had involved federal funds, other provisions would be incorporated into this AGREEMENT. If those provisions had applied, the Davis-Bacon Act would govern the payment of prevailing wages.

**CHANGE ORDERS / EXTRA TIME / EXTRA WORK**

22. **Request for Extra Time or Additional Compensation.** The following provisions must be strictly complied with to obtain additional time to complete the job or to obtain additional compensation:

(a) **Request for Change Order – Additional Time.** The CONTRACTOR shall promptly notify the CITY of any delay and shall within ten (10) days from the beginning of any such delay notify the CITY in writing of the cause of the delay, and the CITY shall extend the time for completing the work if in its judgment the cause so merits. The CITY’s determination on this matter shall be final and conclusive on the parties hereto. CONTRACTOR shall be required to submit a Request for Change Order, as set forth in this AGREEMENT, to the CITY’s PROJECT MANAGER within ten (10) days of the beginning of such delay. No adjustment shall be allowed for such delay unless there is strict compliance with this contractual provision. CONTRACTOR’s remedy shall be limited to the extra days granted and to any damages that it may be entitled to using the formula agreed to by the parties for all damages as provided in Section 22.

(b) **Request for Change Order – Additional Compensation Sought.**

(i) Should CONTRACTOR claim that the CITY is demanding extra work from it or consider any work demanded of it to be outside the requirements of this AGREEMENT or if it considers any instruction, ruling, or decision of the PROJECT MANAGER to be unfair, he shall within ten (10) days after any such demand is made, or instruction, ruling, or decision is given, file a written protest with the PROJECT MANAGER, stating clearly and in detail his objections and the reasons therefor. Except for such protests and objections as are made of record, in the manner and within the time above stated, the CONTRACTOR shall be deemed to have waived and does hereby waive all claims for extra work, damages, and extensions of time on account of demands, instructions, rulings, and decision of the PROJECT MANAGER.

(ii) Should CONTRACTOR claim that additional compensation is due it because of an unforeseen condition, CONTRACTOR shall bring that to CITY’s attention promptly and, within ten (10) days, shall submit a written request for change order to CITY.

(c) **Request for Change Order – City Form to Be Used.** CITY’s Request for Change Order form, which is attached hereto as part of this AGREEMENT, shall be the form that must be submitted in a timely fashion for a request for either additional time or additional compensation. By initialing, the CONTRACTOR specifically agrees to use said form for those purposes and understands that, if he does not submit that form in a timely manner, he waives the right to request additional time or compensation. No oral modifications or other forms of communication shall be accepted as compliance with this provision.

Contractor’s Initials ________
(d) **Change Order.** Should CITY agree that a change order is warranted for either additional time or compensation, a written change order shall be executed. If CITY does not agree to the change order, and CONTRACTOR has provided timely notices and submitted its written request for change order in a timely manner, CONTRACTOR will have preserved the issue for later resolution in compliance with other procedures set forth in this AGREEMENT or as the law may otherwise allow.

(e) **Change Order Authority.** The following authority is hereby given to make change orders:

(i) **Change Orders for Extra Time.** The City Manager, Director of Public Works, or PROJECT MANAGER shall have the authority to grant extra days without limit.

(ii) **Change Orders for Extra Compensation.** The Director of Public Works shall have the authority to make change orders up to an aggregate amount of Ten Percent (10%) of the original contract amount.

23. **Damages / Extra Work Compensation.** The parties have agreed to modify the formula for damages set forth in the Standard Specifications for Public Works Construction. The parties agree that the following damage formula shall be used to measure all of CONTRACTOR’s damages or extra work required by this job. CONTRACTOR shall be limited to the following:

<table>
<thead>
<tr>
<th>Direct costs</th>
<th>Mark-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>20%</td>
</tr>
<tr>
<td>Materials</td>
<td>15%</td>
</tr>
<tr>
<td>Equipment Rental</td>
<td>15%</td>
</tr>
<tr>
<td>Subcontracted work</td>
<td>10% (first $5,000)</td>
</tr>
<tr>
<td>Subcontracted work</td>
<td>5% (work in excess of first $5,000)</td>
</tr>
<tr>
<td>Specialty Subcontracting</td>
<td>5%</td>
</tr>
<tr>
<td>(required by extra work)</td>
<td></td>
</tr>
</tbody>
</table>

Excluded from recovery shall be so-called "Eichleay damages," including, but not limited to, home office overhead, insurance and bonding costs, lost bonding capacity, lost profits, and lost interest.

CONTRACTOR acknowledges that his recovery for damages or extra work is limited as provided in this Section.

Contractor’s Initials ________
SUBCONTRACTING

24. **Subcontracting.** CONTRACTOR acknowledges that he or she is aware of the provisions of the "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Sections 4100 et seq.) and agrees to comply with all applicable provisions thereof. If any part of the work to be done under this AGREEMENT is subcontracted, the subcontract shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with this AGREEMENT. Upon request, certified copies of any or all subcontracts shall be furnished to CITY. The subcontracting of any or all of the work to be done will in no way relieve CONTRACTOR of any part of his responsibility under the AGREEMENT. Pursuant to Public Contract Code Section 4110, CONTRACTOR’s violation of any of the provisions of the Subletting and Subcontracting Fair Practices Act violates this AGREEMENT and CITY may cancel this AGREEMENT or assess CONTRACTOR a penalty of not more than 10 percent (10%) of the subcontract involved. CITY may deduct this penalty from any monies due or that may become due to CONTRACTOR for work performed under this AGREEMENT.

All persons engaged in the work, including subcontractors, will be considered as employees of CONTRACTOR. CONTRACTOR will be held responsible for their work. CITY will deal directly with and make all payments to CONTRACTOR.

STOP NOTICES

25. **Additional Costs.** Pursuant to Civil Code Section 9358, upon receipt of a stop notice, CITY shall withhold from payment to CONTRACTOR sufficient funds due or to become due to pay the claim stated in the stop notice and provide for reasonable costs of litigation. One hundred twenty five percent (125%) of the amount of the claim stated in the stop notice shall be a reasonable amount to withhold. In addition to the remedies authorized by law, CONTRACTOR shall reimburse CITY for administrative expenses incurred in processing Notices to Withhold, Stop Notices, or similar legal documents arising out of a failure of CONTRACTOR to pay for labor or materials. Said obligation shall be provided for in CONTRACTOR’s payment bond. CITY shall have the right to deduct any such expenses from amounts due or to become to CONTRACTOR under this AGREEMENT.

COMPLETION

26. **CONTRACTOR’S Waiver.** CONTRACTOR agrees to execute a Final Close Out Agreement and Release of All Claims on CITY’s form. The execution by CONTRACTOR of the Final Close Out Agreement and Release of All Claims shall constitute a waiver of all claims against CITY under or arising out of this AGREEMENT unless otherwise stated in said document.

27. **Guarantees.** CONTRACTOR shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the CITY and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from the date of acceptance, without expense whatsoever to the CITY, ordinary wear and tear and usual abuse or neglect excepted. In the event of failure to comply with the aforementioned conditions within five (5) days after being notified in writing, the CITY is hereby authorized to proceed to have the defects repaired and made good at the expense of the CONTRACTOR, who shall pay the cost and charges therefor immediately on demand. This guarantee shall be in addition to any manufacturer or specific guarantees that may be required. CONTRACTOR shall provide those manufacturer and specific guarantees before CONTRACTOR may claim entitlement to final payment.
INDEMNIFICATION

28. **Indemnity.** CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

Notwithstanding any limits provided for indemnification, CONTRACTOR's duty to defend is broader. CONTRACTOR agrees to provide CITY with a defense, with counsel reasonably acceptable to CITY, or pay CITY's costs of defense, upon service of any complaint, petition, or other pleading that requires CITY to defend itself in any proceeding arising out of the work described in this AGREEMENT. Said obligation shall not extend to disputes between CONTRACTOR and CITY.

INSURANCE

29. **Insurance.** Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

**General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a $2,000,000 completed operations aggregate.
Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall “follow form” to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers’ compensation insurance. CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 dollars per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Builder’s risk insurance. Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder’s risk insurance as specified below.
The named insureds shall be CONTRACTOR, all Subcontractors (excluding those solely responsible for design Work) of any tier, suppliers, and CITY and its officers, officials, employees, and agents. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY.

Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits.

Proof of insurance. CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

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

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

CITY's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

30. **Workers' Compensation.**

i. CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the Labor Code of the State of California. CONTRACTOR, by executing this AGREEMENT, hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this AGREEMENT."
ii. CONTRACTOR acknowledges that it is unlawful and a crime to intentionally make false statements about employees that misclassify their job duties to obtain lesser premium costs or for other improper purposes. CONTRACTOR agrees that if it makes false statements about its employees for the purpose of obtaining lower workers' compensation premiums or for other unlawful purposes, it shall be considered a material breach of this AGREEMENT.

31. **Bonds.** Within the time period set forth in the CONTRACT DOCUMENTS and prior to commencing the Work on the Project, the CONTRACTOR shall file with the CITY good and sufficient labor and material payment bond (Payment Bond) and performance bond (Performance Bond) in the amount of one hundred percent (100%) of the Contract Sum covering performance of the Work other than the professional design services portion of the Work. The Performance Bond and Payment Bond shall be in the form required by the CONTRACT DOCUMENTS. The amounts of the Payment Bond and Performance Bond shall be increased as, when and in the amount of any Change Orders that are executed increasing the Contract Sum, the CONTRACTOR shall, upon request by the CITY, provide evidence of such increases. Should the Payment Bond or Performance Bond or any Surety on such bond become or be determined by the CITY to be insufficient, it shall be replaced within ten days by a bond that fully complies with the requirements of this Section. No further payments to the AGREEMENT for the Work performed shall be made or due until the CONTRACTOR has fully complied with the requirements of this Section.

**Duration.** The Payment Bond shall remain in effect until acceptance of the Work and payment of all stop notices and claims by the CONTRACTOR or the Subcontractors, of any Tier, have been satisfied. The Performance Bond shall remain in effect and assure faithful performance of all the CONTRACTOR's obligations under the CONTRACT DOCUMENTS, including, without limitation, all obligations that survive final completion or termination, such as, but not limited to, CONTRACTOR's warranty, commissioning and indemnity obligations.

**Surety.** At the time the Contract is signed and at all times thereafter until Final Payment has been made by the CITY, the Surety on the Payment Bond shall be an Admitted Surety and the Surety on the Performance Bond shall be a licensed Surety in good standing with the California Department of Insurance, and having an A.M. Best's Insurance Rating of not less than A-: VI.

**Premiums.** The premiums for all bonds are included in the Contract Sum and shall be paid by the CONTRACTOR.

**Obligee.** The Payment Bond and Performance Bond shall each name the CITY as obligee. All bonds purchased by the Subcontractors shall name the CONTRACTOR and the CITY as dual obligees.

**No exoneration.** Changes, Change Orders, Unilateral Change Orders, Field Orders, Modifications and adjustments to the Contract Sum or Contract Time shall in no way release or exonerate the CONTRACTOR or its Surety from their obligations, and notice thereof shall be waived by the Surety. The foregoing provision shall be included in the terms of the Payment Bond, Performance Bond and any bonds obtained by the Subcontractors.

**Communications.** The CITY shall have the right to communicate with the CONTRACTOR's sureties with respect to matters that are related to the CONTRACTOR's performance of its obligations under the CONTRACT DOCUMENTS. Such communications shall not create, or be interpreted as creating, any contractual relationship between the CITY and the Surety.
No limitation. The requirements of this Section pertaining to the Performance Bond and the Payment Bond shall be without limitation to any other obligations the CONTRACTOR may have under Applicable Law to provide bonding for the benefit of and to assure payment to the Subcontractors or Subconsultants performing the Work for the Project.

TERMINATION

32. Termination.

A. If CONTRACTOR should fail to comply with any of the provisions hereof, or in the event CONTRACTOR should become the subject of a proceeding under state or federal law for relief of debtors, or if CONTRACTOR makes an assignment for the benefit of creditors, CITY shall have the right to hold CONTRACTOR in default and cancel this AGREEMENT in whole or in part.

B. Should CONTRACTOR, at any time during the progress of the work, refuse or neglect to supply sufficient material or labor, or fail in compliance with any provision of this AGREEMENT, CITY shall have the right, without prejudice to any other right or remedy it may have, to provide such materials and labor, or make good such deficiencies as CITY may deem expedient after three (3) days notice in writing, delivered or mailed to CONTRACTOR at his last address on file with CITY, and CONTRACTOR shall be liable for the cost and expense thereof which may be deducted by CITY from any money due or that may become due CONTRACTOR.

C. Without limiting any rights which CITY may have by reason of any default by CONTRACTOR hereunder, CITY reserves the right to terminate this AGREEMENT in whole or in part at its convenience. In such event CITY shall compensate CONTRACTOR, subject to deduction for previous payments and authorized deductions: (i) by reimbursing CONTRACTOR for reasonable and necessary expenditures and costs that are actually incurred in performing under this AGREEMENT, (ii) by reimbursing CONTRACTOR for reasonable and necessary expenditures made and costs actually incurred with CITY’s prior written approval in settling or discharging outstanding commitments entered into by CONTRACTOR in performing under this AGREEMENT, and (iii) by paying CONTRACTOR as a profit, insofar as a profit is realized hereunder, an amount equal to the profit on the entire AGREEMENT estimated at the time of termination, multiplied by the percentage of completion of the work. In no event, however, will the compensation to CONTRACTOR exceed the total AGREEMENT price less payments previously made and less the AGREEMENT price of work not terminated. Upon receipt of any notice of termination, CONTRACTOR shall, unless the notice otherwise directs, (i) immediately discontinue the work and the placing of all orders and subcontracts in connection with this AGREEMENT, (ii) immediately cancel all existing orders and subcontracts made hereunder, and (iii) immediately transfer to CITY all materials, supplies, work-in-process, appliances, facilities, equipment, machinery, and tools acquired by CONTRACTOR in connection with the performance of this AGREEMENT.

CLAIM RESOLUTION

33. Resolution of Claims. For all claims that are Three Hundred Seventy-Five Thousand Dollars ($375,000.00) or less, the provisions of Public Contract Code Section 20104 et seq. (Article 1.5 - Resolution of Construction Claims) shall be followed.

34. Notice to Contractor of Claims. CITY shall provide notice to CONTRACTOR upon receipt of any third-party claim related to the AGREEMENT.
35. **Other Documents Included.** It is further agreed by the parties hereto that the following documents are incorporated herein by reference and are to be read and construed together as the full, complete, and integrated terms of this AGREEMENT and, collectively with this AGREEMENT, may be referred to as the CONTRACT DOCUMENTS:

A. Notice Inviting Bids  
B. Instructions to Bidders  
C. General Provisions (incorporating portions of the Caltrans Standard Specifications)  
D. Special Provisions (Construction Details)  
E. Construction Provisions (Individual Bid Items)  
F. Proposal  
G. Construction Plans  
H. City Public Works Standard Plans  
I. City Request for Change Order/Change Order  
J. Notice to Proceed  
K. Labor and Materials Bond  
L. Performance Bond  
M. Final Closeout Agreement  

36. **Interpretation of Incorporated Documents.** In the event of any conflict, inconsistency, or incongruity between the provisions of this AGREEMENT and the provisions of any document listed in Section 35 hereof, the provisions of this AGREEMENT shall prevail unless a contrary intent is shown. The parties acknowledge that the Caltrans Standard Specifications is a document that is prepared for use in state street projects and is to be used to supplement this AGREEMENT. As used in the those Standard Specifications, “Engineer” shall refer to CITY’s Director of Public Works-City Engineer, the Attorney General shall mean the Attorney for the City, and laws that pertain exclusively to state projects or contracts shall not apply but instead those provisions pertaining to CITY projects and CITY contracts shall be applied. To the extent the Standard Specifications provide for additional procedures that are not inconsistent with the provisions of this AGREEMENT, those additional procedures shall be interpreted to supplement this AGREEMENT.

This AGREEMENT shall be interpreted as though it had been drafted by the CITY and the CONTRACTOR equally. This AGREEMENT shall be interpreted according to the laws of the State of California.

37. **Integration/No Oral Modifications.** This AGREEMENT integrates all understandings of the parties. Any amendment to this AGREEMENT must be made in writing and signed by the parties with legal authority to execute the same. CONTRACTOR is aware that CITY is a general law city and that, pursuant to Government Code Section 40602, contract amendments may only be entered into by compliance with those formalities. Notwithstanding the above, requests for additional time or compensation may be made by following the procedures and using the form incorporated into this AGREEMENT. The limits of authority to enter into such amendments (change orders) shall be those provided in Section 22 of this AGREEMENT.

38. **Effect of Invalidity.** The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.
MISCELLANEOUS

39. **Discrimination, Minorities, Aliens.** The CONTRACTOR shall not discriminate nor allow its employees, agents, principals, or subcontractors to discriminate against any employee or applicant for employment on the basis of race, religious creed, national origin, or sex. CONTRACTOR shall take affirmative steps to hire qualified minority individuals when job opportunities occur and utilize local business firms when possible and when consistent with California Constitution Article 1, Section 31 (a) [Proposition 209].

40. **Equal Employment Opportunity.** CONTRACTOR shall comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity" and amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR part 60).

41. **Drug-Free Work.** CONTRACTOR agrees to provide a drug-free workplace in accordance with 24 CFR part 24, sub-part F. Under 24 CFR part 24, sub-part F, the CONTRACTOR will provide certification in writing that it will provide a drug-free workplace by:

(a) Publicizing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action it will take against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

1. Degrees of drug abuse in the workplace;
2. The policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties which may be imposed on employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that every employee to be engaged in the performance of the AGREEMENT be given a copy of the statement required by Subsection (a);

(d) Notifying employees in the statement required by Subsection (a) that as a condition of employment under the AGREEMENT the employee will:

1. Abide by the term of the statement; and
2. Notify the employer in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

(e) Notifying CITY in writing within ten (10) calendar days after receiving notice under Subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employer of said convicted employee must provide notice, including conviction title, to the CITY;

(f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under Subsection (d)(2), with respect to any employee who is so convicted:

1. Taking appropriate 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 Sections (a), (b), (c), (d), (e), and (f).

42. **Permits.** The CONTRACTOR shall obtain from the CITY, County, State, or other responsible public agencies all licenses and permits, and pay all fees related thereto, necessary to complete the job.

43. **Assignment.** No assignment by the CONTRACTOR of this AGREEMENT or any part hereof, or of funds to be received hereunder, will be recognized by the CITY unless such assignment has had prior written approval and consent of the CITY and the Surety.

44. **Safety and Site Condition.** CONTRACTOR shall perform all operations with due regard for safety and in strict compliance with all applicable laws relating thereto. It shall be CONTRACTOR's responsibility to keep the site in a clean, neat, and orderly condition. It shall also be CONTRACTOR's duty to dust-palliate all working areas and access routes, if applicable. All operations shall be conducted by CONTRACTOR so that no fire hazards are created.

45. **Utility Location.** CITY acknowledges its responsibilities with respect to locating facilities pursuant to California Government Code Section 4215.

46. **Trenching.** If this AGREEMENT involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing, of any:

(a) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(b) Subsurface or latent physical conditions at the site differing from those indicated.

(c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the AGREEMENT.

The CITY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order in accordance with the procedures described in this AGREEMENT.

In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the AGREEMENT but shall proceed with all work to be performed under the AGREEMENT.
CONTRACTOR shall retain any and all rights provided either by this AGREEMENT or by law which pertain to the resolution of disputes and protests between the contracting parties provided that CONTRACTOR complies with Section 22 when asserting such claim.

47. **Notices.** The parties hereto agree that all formal notices required by this AGREEMENT may be provided to the following persons at the following addresses by sending the same by certified or registered mail as follows:

<table>
<thead>
<tr>
<th>CITY:</th>
<th>DDL TRAFFIC INC</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Clerk</td>
<td>14658 Central Avenue</td>
</tr>
<tr>
<td>Fountain Valley City Hall</td>
<td>Chino, CA 91710</td>
</tr>
<tr>
<td>10200 Slater Avenue</td>
<td></td>
</tr>
<tr>
<td>Fountain Valley, California 92708</td>
<td></td>
</tr>
</tbody>
</table>

48. **Gratuities.** CONTRACTOR warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities to CITY's employees, agents, or representatives with a view toward securing this AGREEMENT or securing favorable treatment with respect thereto.

49. **Conflict of Interest.** CONTRACTOR warrants that he has no blood or marriage relationship with, and that he is not in any way associated with, any architect, engineer, or other preparer of the plans and specifications for this project.

50. **Copeland "Anti-Kickback" Act.** If applicable to this AGREEMENT, CONTRACTOR and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874), as supplemented in Department of Labor regulations, which Act provides that each contractor shall be prohibited from including, by any means, any person employed in the construction, completion, or repair of any public work, to give up any part of the compensation to which he is otherwise entitled.

51. **Attorney's Fees.** In any action or proceeding brought by either party against the other party arising out of or in any way connected to 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. Nothing in this provision shall excuse CONTRACTOR's duty to provide CITY with a defense at CONTRACTOR's cost when CITY receives a complaint, petition, or other pleading from a third party requiring CITY to defend itself.

52. **Assignment of Rights.** Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.
53. **SCAQMD and CARB Compliance.** CONTRACTOR agrees to comply with all South Coast Air Quality Management District (SCAQMD) and California Air Resources Board (CARB) requirements, including, but not limited to, compliance with CARB Regulations limiting idling of self-propelled diesel-fueled on-road and off-road vehicles and equipment (25 HP and up) to no more than five (5) consecutive minutes as specified in Title 13 of the California Code of Regulations, section 2449 (d)(3), Idling.

54. **Mined Construction Materials.** CONTRACTOR shall not purchase mined construction material except from a mining operation that is currently identified in the list published pursuant to subdivision (b) of Section 2717 of the Public Resources Code. Refer to the current 3098 list for qualified mining operations at www.consrv.ca.gov/OMR/ab_3098_list/current_list.

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT the date and year first above written.

**ATTEST:**

__________________________
City Clerk

**APPROVED AS TO FORM:**
HARPER & BURNS LLP

__________________________
Attorneys for the City

**APPROVED AS TO CONTENT:**

__________________________
Director of Public Works/City Engineer

**CITY OF FOUNTAIN VALLEY**

__________________________
Mayor

**CONTRACTOR**

Name: DDL TRAFFIC INC.

Address: 14658 Central Avenue, Chino, CA 91710

By: ________________________

PWK170530 191
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 truthfulness, accuracy, or validity of that document.

State of California

County of ____________________________

On ____________________________ before me, ____________________________

Date

Here insert Name and Title of the Officer

Personally appeared ____________________________

Name(s) of Signer(s)

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

________________________

Signature of Notary Public
CITY OF FOUNTAIN VALLEY  
PAYMENT BOND  
(LABOR AND MATERIAL BOND)  

KNOW ALL MEN BY THESE PRESENTS:  

THAT, WHEREAS, CITY OF FOUNTAIN VALLEY, a municipal corporation, by minute order of the City Council, adopted on ________________, has awarded to  

(Name and Address of Contractor)  
DDL TRAFFIC INC. 14658 Central Avenue, Chino, CA 91710  

hereinafter designated as the “PRINCIPAL,” an AGREEMENT for the work described as follows:  
Project No. GF796, Emergency Vehicle Preemption System Phase 1 Said AGREEMENT is fully incorporated herein by reference.  

WHEREAS, said PRINCIPAL is required by the provisions of said AGREEMENT and of the Civil Code to furnish a bond in connection with said AGREEMENT, as hereinafter set forth.  

NOW, THEREFORE, WE, the undersigned CONTRACTOR, as PRINCIPAL, and  

(Name and Address of Surety)  

hereinafter designated as the “SURETY,” duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Fountain Valley, in the penal sum of: ________________ ($____________), said sum being not less than one hundred percent (100%) of the estimated amount payable under the terms of the AGREEMENT for which payment well and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.  

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said PRINCIPAL or his subcontractors, or the heirs, executors, administrators, successors, or assigns thereof, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor performed by any such claimant or any amounts require deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the CONTRACTOR and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then said SURETY will pay for the same, in an amount not exceeding the sum set forth hereinabove, and in addition, in case suit is brought upon the bond, will pay a reasonable attorney’s fee to be fixed by the court. This bond shall inure to the benefit of any and all persons named in the aforesaid Civil Code Section 3181 so
as to give a right of action to them or their assigns in any suit brought upon the bond.

PAYMENT BOND
PAGE 2
Bond No. ________________

Further, the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the AGREEMENT documents or of the work to be performed thereunder shall in any way affect its obligation on this bond, and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the AGREEMENT documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this __________ day of ______________________, 2020.

CONTRACTOR (DDL TRAFFIC INC.)

(ADDRESS) 14658 Central Avenue, Chino, CA 91710

PRINCIPAL

By: ____________________________
    Company Representative

In accordance with the AGREEMENT Project No. GF796, Emergency Vehicle Preemption System Phase 1, all bonds shall have been issued by an admitted surety insurer, and the CITY reserves the right to object to any such surety, in accordance with Code of Civil Procedure Section 995.660.

By signing below, SURETY certifies that the bonds are issued by admitted surety.

SURETY

By: ____________________________
    Company Representative

APPROVED AS TO FORM:

HARPER & BURNS LLP
Colin Burns, Attorneys for the City
City of Fountain Valley

By /s/ ____________________________
CITY OF FOUNTAIN VALLEY
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, CITY OF FOUNTAIN VALLEY, a municipal corporation, by minute order of the City Council, adopted on _________________, has awarded to

(Name and Address of Contractor)
DDL TRAFFIC INC. 14658 Central Avenue, Chino, CA 91710

hereinafter designated as the "PRINCIPAL," an AGREEMENT for the work described as follows: Project No. GF796, Emergency Vehicle Preemption System Phase 1 Said AGREEMENT is fully incorporated herein by reference.

WHEREAS, the said PRINCIPAL is required under the terms of said AGREEMENT to furnish a bond for the faithful performance of said AGREEMENT.

NOW, THEREFORE, WE, the undersigned CONTRACTOR, as PRINCIPAL, and

(Name and Address of Surety)

hereinafter designated as the "SURETY," duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Fountain Valley, in the penal sum of: _________________ ($_______), said sum being not less than one hundred percent (100%) of the estimated amount payable under the terms of the AGREEMENT for which payment well and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above burden PRINCIPAL, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said AGREEMENT and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Fountain Valley, its officers, and its agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.
FAITHFUL PERFORMANCE BOND
PAGE 2
Bond No. __________________

In case suit is brought upon this bond, each party shall bear its own costs and attorney fees.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the AGREEMENT or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of _______ September ________, 2020.

CONTRACTOR (DDL TRAFFIC INC.)

(ADDRESS) 14658 Central Avenue, Chino, CA 91710

PRINCIPAL

By: ____________________________
Company Representative

Project No. GF796, Emergency Vehicle Preemption System Phase 1 all bonds shall have been issued by an admitted surety insurer, and the CITY reserves the right to object to any such surety, in accordance with Code of Civil Procedure Section 995.660.

By signing below, SURETY certifies that the bonds are issued by admitted surety.

SURETY

By: ____________________________
Company Representative

APPROVED AS TO FORM:

HARPER & BURNS LLP
Colin Burns, Attorneys for the City
City of Fountain Valley
By /s/ ___________________________
AGREEMENT FOR CONSULTANT SERVICES

CON – 20 –

FOUNTAIN VALLEY PEDESTRIAN PATHWAY IMPROVEMENTS WITHIN SCHOOL ZONES

This AGREEMENT is made and effective as of the EFFECTIVE DATE, by and between the City of Fountain Valley, a municipal corporation ("CITY") and AGA Engineers, Inc. ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

   This AGREEMENT shall commence on September 15, 2020 ("EFFECTIVE DATE") and remain and continue in effect until all tasks described herein are completed but in no event later than September 14, 2021, unless sooner terminated or extended pursuant to the provisions of this AGREEMENT.

2. **SERVICES**

   CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **NOTICE TO PROCEED**

   CONSULTANT shall not perform any work or be entitled to any compensation under this AGREEMENT until a written Notice to Proceed is issued by CITY. The Notice to Proceed shall not issue unless and until CONSULTANT submits proof, satisfactory to CITY, of its procurement of appropriate insurance required by this AGREEMENT. The failure of CONSULTANT to submit proof of appropriate insurance within 10 days of the EFFECTIVE DATE is a material breach and shall constitute cause for immediate termination of this AGREEMENT by CITY.

4. **PERFORMANCE**

   CONSULTANT shall at all times faithfully, competently, and to the best of his/her/its ability, experience, and talent perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

5. **CITY MANAGEMENT**

   City's Director of Public Works/City Engineer or his designee shall represent CITY in all matters pertaining to the administration of this AGREEMENT, including review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the tasks to be performed or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on CITY'S behalf and to execute all necessary documents that enlarge the tasks to be performed or change
CONSULTANT's compensation, subject to Section 6 hereof.

6. **PAYMENT**

(a) CITY agrees to pay CONSULTANT in accordance with the payment rates, terms, and schedule of payment set forth in Exhibit A. This amount shall not exceed Eighty-Nine Thousand and Nine Hundred Dollars Dollars ($89,900.00) ("TOTAL CONTRACT SUM") for the total term of this AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

(b) CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. This written authorization requirement cannot be waived. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said additional services. The City Manager's authority to approve additional compensation is subject to Fountain Valley Municipal Code section 2.36.110. Approval of additional compensation that exceeds the City Manager's authority as specified in Fountain Valley Municipal Code section 2.36.110 must be obtained from the City Council.

7. **PUBLIC WORK**

Notice is provided pursuant to Labor Code Section 1781 that all or a portion of the work contemplated in this AGREEMENT may constitute a "public work" as defined in Chapter 1, Part 7, and Division 2 of the Labor Code, to which Section 1771 applies. If all or a portion of the work contemplated under this AGREEMENT constitutes "public work," then CONSULTANT shall pay prevailing wages, unless exempt, on those portions of the work which require payment of prevailing wages under the prevailing wage laws (Labor Code, §§ 1720 et seq.), and shall comply with the following:

(a) **Prevailing Wage Rates.** Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages can be found at http://www.dir.ca.gov/OPRL/PWD/index.htm and are on file at City Hall, which shall be made available to any interested party upon request. CONSULTANT shall post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Said per diem wages are deemed to include employer payments for health and welfare, pension, vacation and travel time, and subsistence pay, all in accordance with Section 1773.1 of the Labor Code.

(b) **Payroll Records.** The provisions of Section 1776 of the Labor Code regarding the preparation, maintenance, and filing of payroll records are applicable to this AGREEMENT. CONSULTANT and each subconsultant shall keep accurate payroll records showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the
actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her/it in connection with the public work. Certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or contain the same information. CONSULTANT'S AND ANY SUBCONSULTANT'S PAYROLL RECORDS SHALL BE SUBMITTED TO CITY ON A WEEKLY BASIS. CONSULTANT SHALL BE RESPONSIBLE FOR SUBMITAL OF SUBCONSULTANT'S PAYROLL RECORDS. Additionally, CONSULTANT or subconsultant has ten (10) days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Section 1776, subdivision (a), of the Labor Code. In the event that CONSULTANT or subconsultant fails to comply within the ten (10) day period, he/she/it shall, as a penalty to CITY, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. CITY may deduct this penalty from any monies due or that may become due CONSULTANT under this AGREEMENT.

(c) Penalty. CONSULTANT and any subconsultant under CONSULTANT shall, as a penalty to CITY, forfeit not more than Two Hundred Dollars ($200.00) for each calendar day, or portion thereof, for each worker paid (either by CONSULTANT or any subconsultant under CONSULTANT) less than the prevailing rate set forth herein on the work provided for in this AGREEMENT. CITY may deduct the penalty from any monies due or that may become due CONSULTANT under this AGREEMENT. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall also be paid to each worker by CONSULTANT or subconsultant, in accordance with Section 1775 of the Labor Code of the State of California.

(d) Apprentices. If applicable, the provisions of Labor Code Section 1777.5 requiring the use of apprentices in certain ratios to journeymen are hereby imposed upon CONSULTANT.

(e) Legal Day's Work. In the performance of this AGREEMENT, not more than eight (8) hours shall constitute a day's work, and CONSULTANT shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Labor Code Section 1815. CONSULTANT shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.), of the Labor Code of the State of California, and it is agreed that CONSULTANT shall forfeit to CITY as a penalty the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this AGREEMENT by CONSULTANT or any subconsultant for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said article. CITY may deduct this penalty from any monies due or that may become due pursuant to this AGREEMENT.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon CONSULTANT, at least thirty (30) days prior, written notice. Upon receipt of
said notice, CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

(b) In the event this AGREEMENT is terminated pursuant to this section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the AGREEMENT pursuant to this section, CONSULTANT will submit an invoice to CITY detailing work performed up to the time of termination.

9. DEFAULT OF CONSULTANT

(a) CONSULTANT’s failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT’s control, and without fault or negligence of CONSULTANT, it shall not be considered a default.

(b) As an alternative to the procedure for immediate termination for default set forth in subparagraph (a), if CITY determines that CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, CITY may in its discretion cause to be served upon CONSULTANT a written notice of the default and demand to cure. CONSULTANT shall have ten (10) calendar days after service upon it of said notice to cure the default by rendering a satisfactory performance. In the event that CONSULTANT fails to cure its default within such period of time, CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this AGREEMENT.

10. OWNERSHIP OF DOCUMENTS

(a) CONSULTANT shall maintain complete and accurate records with respect to the plans, specifications, estimates, drawings, design calculations, letters, reports, testing results, and other such information including as-built records as required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make copies and transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings,
and activities related to this AGREEMENT. Such records, together with supporting
documents, shall be maintained for a period of three (3) years after receipt of final
payment.

(b) Upon completion, termination, or suspension of this AGREEMENT all
plans, specifications, engineer's estimates, and other documents prepared in the
course of providing the services to be performed pursuant to this AGREEMENT
shall become the sole property of CITY and may be used, reused, or otherwise
disposed of by CITY without the permission of CONSULTANT. With respect to
computer files, CONSULTANT shall make available to CITY, at CONSULTANT's
office and upon reasonable written request by CITY, the necessary computer
software and hardware for purposes of accessing, compiling, transferring, and printing
computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a
professional standard of care for CONSULTANT's services, to the fullest extent
permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless
CITY and any and all of its officials, employees, and agents ("INDEMNIFIED PARTIES")
from and against any and all losses, liabilities, damages, costs, and expenses, including
attorney's fees and costs to the extent the same are caused in whole or in part by
any negligent or wrongful act, error, or omission of CONSULTANT, its officers, agents,
employees, or subconsultants (or any entity or individual that CONSULTANT shall bear
the legal liability thereof) in the performance of professional services under this
AGREEMENT. With respect to the design of public improvements, CONSULTANT
shall not be liable for any injuries or property damage resulting from the reuse of the
design at a location other than that specified in this AGREEMENT without the written
consent of CONSULTANT.

(b) Indemnification for Other Than Professional Liability. Other than in the
performance of professional services and to the full extent permitted by law,
CONSULTANT shall indemnify, defend, and hold harmless CITY, and any and all of its
employees, officials, and agents from and against any liability (including liability for
claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory
proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or
threatened, including attorneys fees and costs, court costs, interest, defense costs,
and expert witness fees), where the same arise out of, are a consequence of, or are
in any way attributable to, in whole or in part, the performance of this AGREEMENT by
CONSULTANT or by any individual or entity for which CONSULTANT is legally liable,
including but not limited to officers, agents, employees, or subconsultants of
CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain
executed indemnity agreements with provisions identical to those set forth here in
this section from each and every subconsultant or any other person or entity
involved by, for, with or on behalf of CONSULTANT in the performance of this
AGREEMENT. In the event CONSULTANT fails to obtain such indemnity obligations
from others as required here, CONSULTANT agrees to be fully responsible according
to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns, or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Indemnity or AGREEMENT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable.

(d) Indemnity Provisions for Contracts Related to Construction. This paragraph applies only when this AGREEMENT is related to construction. Without affecting the rights of CITY under any provision of this AGREEMENT, CONSULTANT shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY's active negligence accounts for only a percentage of the liability involved, the obligation of CONSULTANT will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

12. INSURANCE

Prior to performing any work or receiving any compensation under this AGREEMENT, CONSULTANT shall obtain, and thereafter maintain for the duration of this AGREEMENT, insurance coverage as specified in Exhibit B, attached hereto and incorporated herein as though set forth in full.

13. WARRANTY FOR GOODS

(a) If this AGREEMENT includes the purchase of equipment, supplies, or chattel (hereafter "GOODS"), CONSULTANT shall provide the following warranty of said GOODS, or obtain a warranty from the manufacturer and/or retailer with provisions equal to or exceeding those specified in this Section. In the event the manufacturer's warranty or retailer's warranty do not equal or exceed the protections specified in this Section, CONSULTANT agrees to provide said warranty protections. The warranty described hereunder extends to the original purchaser of the GOODS warranted under the warranty, and to each transferee owner of the GOODS. The term of this warranty begins on the date the GOODS are delivered to CITY, and continues therefrom. CONSULTANT warrants that:

1. The GOODS will function properly under normal use, will be of good workmanship, free from defect, of merchantable quality, and fit for CITY's intended use;

2. The GOODS will fully comply with any specifications provided by CITY and any samples or documentation provided by CONSULTANT;

3. The GOODS will be free of any security interests, liens, or encumbrances and CONSULTANT has title to the GOODS;
(4) The GOODS will not violate any intellectual property rights of any third party;

(5) The GOODS will be delivered free of the rightful claim of a third person by way of infringement; and

(6) The GOODS are merchantable in accordance with Commercial Code Section 2314.

(b) The warranty listed above is in addition to any other warranties made by CONSULTANT, the manufacturer, retailer, or imposed by law. All warranties will survive inspection and payment by CITY and are assignable to CITY’s successors and assigns. If any GOODS do not meet the warranty, CITY may, at CITY’s option, and without additional cost to CITY:

(1) Require CONSULTANT to repair or replace the GOODS until the GOODS meet the warranty. If CONSULTANT cannot replace the GOODS and repair either is not commercially practicable or cannot be made within three (3) days, CONSULTANT will refund the purchase price;

(2) Return any of the GOODS to CONSULTANT at CONSULTANT’s expense for a full refund;

(3) Correct the nonconformance and charge CONSULTANT for the costs to make the correction; or

(4) Engage a third party to provide substitute GOODS and charge CONSULTANT for the costs of obtaining the substitute GOODS from the third party.

14. INDEPENDENT CONTRACTOR

(a) CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT’s exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT’s officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner.

(b) No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in this AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder. In
addition to the indemnification provisions of Section 11, CONSULTANT shall indemnify, defend, and hold CITY harmless from claims or liability arising from CONSULTANT’s employees for CITY benefits including, but not limited to, pension, health benefits, holiday, vacations, etc.

15. **LEGAL RESPONSIBILITIES**

CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. CONSULTANT shall at all times observe and comply with all such laws and regulations. CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

16. **POLITICAL REFORM ACT**

If the Political Reform Act requires CONSULTANT to file a Form 700, then CONSULTANT must file a Form 700 with full disclosure within 30 days of assuming office and thereafter must file an annual statement for each calendar year of this AGREEMENT.

17. **UNDUE INFLUENCE**

CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CITY in connection with the award, terms, or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee, or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this section shall be a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity.

18. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with this AGREEMENT.

19. **RELEASE OF INFORMATION / CONFLICTS OF INTEREST**

(a) All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY’s prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the Attorney for the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information
concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this AGREEMENT and the work performed thereunder or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

20. SECURITY OF INFORMATION

CONSULTANT shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information acquired during performance of this AGREEMENT that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of the information. CONSULTANT shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

21. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

CITY
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, California 92708
Attention: City Clerk

CONSULTANT
AGA Engineers, Inc.
211 Imperial Highway, Suite 208
Fullerton, CA 92835
Attention: Chalap Sadam, P.E.

22. ASSIGNMENT

CONSULTANT shall not assign the performance of this AGREEMENT, nor
any part thereof, nor any monies due hereunder, without the prior written consent of
CITY.

☐ [Check if Applicable] CONSULTANT shall provide CITY fourteen (14) days'
notice prior to the departure of any key personnel from CONSULTANT's employ.
Should key personnel leave CONSULTANT's employ, CITY shall have the option to
immediately terminate this AGREEMENT, within three (3) days of the close of
said notice period. Upon termination of this AGREEMENT, CONSULTANT's sole
compensation shall be payment for actual services performed up to, and including,
the date of termination or as may be otherwise agreed to in writing between the City
Council and CONSULTANT.

☑ [Check if Applicable] Because of the personal nature of the services to be
rendered pursuant to this AGREEMENT, only Surrender Dewan ("PRINCIPAL")
shall perform the services described in this AGREEMENT. PRINCIPAL may use
assistants, under his/her direct supervision, to perform some of the services under
this AGREEMENT. CONSULTANT shall provide CITY fourteen (14) day's notice
prior to the departure of PRINCIPLE from CONSULTANT's employ. Should he or
she leave CONSULTANT's employ, CITY shall have the option to immediately
terminate this AGREEMENT, within three (3) days of the close of said notice period.
Upon termination of this AGREEMENT, CONSULTANT's sole compensation shall
be payment for actual services performed up to, and including, the date of
termination or as may be otherwise agreed to in writing between CITY and
CONSULTANT.

23. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have
in full force and effect, all licenses required of it by law for the performance of the
services described in this AGREEMENT including, but not limited to, a Fountain
Valley business license.

24. GOVERNING LAW

CITY and CONSULTANT understand and agree that the laws of the State of
California shall govern the rights, obligations, duties, and liabilities of the parties to
this AGREEMENT and also govern the interpretation of this AGREEMENT. Any
litigation concerning this AGREEMENT shall take place in Orange County Superior
Court or Central District of California Federal District Court.

25. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties
relating to the obligations of the parties described in this AGREEMENT. All prior
or contemporaneous agreements, understandings, representations, and statements,
oral or written, are merged into this AGREEMENT and shall be of no further force or
effect. Each party is entering into this AGREEMENT based solely upon the
representations set forth herein and upon each party's own independent
investigation of any and all facts such party deems material.
26. **CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

CONSULTANT is bound by the contents of CITY's Request for Proposals and the contents of the Proposal submitted by CONSULTANT. In the event of conflict, this AGREEMENT shall take precedence over CITY's Request for Proposals and CONSULTANT's Proposal; and CITY's Request for Proposals shall take precedence over CONSULTANT's Proposal. No limitation of CONSULTANT's liability, waiver of rights of CITY, or release of rights or remedies held by CITY, contained in CONSULTANT's Proposal shall be of any force or effect.

27. **INTERPRETATION**

In the event of conflict or inconsistency between this AGREEMENT and any other document, including any proposal or Exhibit hereto, this AGREEMENT shall control unless a contrary intent is clearly stated. This AGREEMENT shall be interpreted as though drafted by all parties hereto.

28. **MODIFICATION**

No modification to this AGREEMENT shall be effective unless it is in writing and signed by authorized representatives of the parties hereto. The written modification requirement cannot be waived.

29. **ATTORNEY FEES**

In any action or proceeding brought by either party against the other party arising out of or in any way connected to 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. Nothing in this provision shall excuse CONSULTANT's duty to provide CITY with a defense at CONSULTANT's cost when CITY receives a complaint, petition, or other pleading from a third party requiring CITY to defend itself.

30. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she/they has the authority to execute this AGREEMENT on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of his/her/its obligations hereunder.
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY

________________________________________
City Manager

ATTEST:

________________________________________
City Clerk

Approved as to Form:

HARPER & BURNS LLP

________________________________________
Attorneys for the City

CONSULTANT

________________________________________
Signature

Chalap Sadam, P.E.

Typed Name

President

Title

________________________________________
Corporate seal (or attach Notary acknowledgment)
Exhibit “A”
Scope of Services
And Payment Terms
Exhibit “B”
Insurance Specifications
EXHIBIT “B”
INSURANCE SPECIFICATIONS

Without limiting CONSULTANT’s indemnification of CITY, and prior to performing any work under this AGREEMENT or receiving any compensation, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form that is satisfactory to CITY.

**General liability insurance.** CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000.00 dollars per occurrence, $2,000,000.00 dollars general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

☑️ [Check if Applicable] **Automobile liability insurance.** CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of CONSULTANT arising out of or in connection with the work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000.00 dollars combined single limit for each accident.

☑️ [Check if Applicable] **Workers’ compensation insurance.** CONSULTANT shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000.00 dollars). CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.

☐ [Check if Applicable] **Umbrella or excess liability insurance.** CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000.00 dollars that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

☑️ [Check if Applicable] **Professional liability (errors & omissions) insurance.** CONSULTANT shall maintain professional liability insurance that covers the services to
be performed in connection with this AGREEMENT, in the minimum amount of $1,000,000.00 dollars per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this AGREEMENT.

☐ [Check if Applicable] **Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on CONSULTANT’s Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000.00 dollars per claim and in the aggregate. All activities contemplated in this AGREEMENT shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. Products/completed operations coverage shall extend a minimum of three years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

☐ [Check if Applicable] **Explosion, collapse, underground insurance.** CONSULTANT shall furnish a copy of a public liability and property damage insurance policy with “XCU” or equivalent coverage in an amount not less than $1,000,000.00 dollars per person and $2,000,000.00 dollars per occurrence for personal injury. The limit of property damage liability shall be not less than $1,000,000.00 dollars for each occurrence as payment for damages to property which may result from or be caused by such public display of fireworks and arising from any acts of the CONSULTANT, its agent, employees, or subcontractors presenting such public display. CITY, its officers, agents, and employees shall be additional insureds under the policy. CONSULTANT shall not cancel the insurance coverage without fifteen (15) days prior written notice to the State Fire Fire Marshal.

**Proof of insurance.** CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsement must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this
AGREEMENT by CONSULTANT, his/her/its agents, representatives, employees, or subconsultants. If this AGREEMENT involves construction, CONSULTANT must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT's payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CITY. Notwithstanding the foregoing, XCU insurance shall have a rating of at least B-VI.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of noncompliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

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

Notice of cancellation. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability
policies. Coverage available to the additional insured shall be primary and non-contributory.

Agency's right to revise specifications. CITY reserves the right at any time during the term of the AGREEMENT to change the amounts and types of insurance required by giving CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to CONSULTANT, CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.
EXECUTIVE SUMMARY:

On January 23, 2018, the Fountain Valley City Council adopted the Fountain Valley Crossings Specific Plan (FVCSP). The FVCSP contains the development regulations for the Crossing Specific Plan area, which is generally located south of Talbert Avenue, north of Ellis Avenue, east of Ward Street, and west of the Santa Ana River. The purpose of the FVCSP is to create land-use flexibility, spur economic development, and foster the creation of a "Fountain Valley" scale main street experience, which would provide a gathering place for families and residents to shop and dine.

However, since its adoption, there has been minimal activity in the FVCSP area, consisting of a few new businesses reusing existing buildings and one façade remodel. As staff, property owners, and potential developers have started to use the FVCSP, it has become clear that plan adjustments would provide the flexibility to help spur development and entice new business to locate in the area while maintaining the desired vision of the plan. In summary, the proposed code amendment would:

- Accommodate land uses that could take advantage of freeway exposure, such as commercial entertainment.
- Broaden the types of retail uses that could locate in the area, such as grocery stores.
- Fairly allocate the 491 unit residential capacity within the plan.
- Allow desired uses, such as gyms, to re-use existing buildings.
- Remove artificial constraints that preclude desirable uses from locating in the area.
- Create flexible design options for mixed-use projects.
- Streamline and clarify the application process.

In conjunction with the FVCSP, the City Council approved an Environmental Impact Report (EIR). An analysis was conducted to identify whether the proposed revisions would result in any new significant environmental impacts (CEQA Guidelines Section 15162). The analysis concluded that no new or substantially more severe impacts would occur as a result of the proposed changes and the attached Addendum (Attachment #1)
to the EIR is the appropriate level of CEQA analysis for the proposed changes.

At the Planning Commission meeting of July 12, 2020, the Planning Commission voted 4-0 recommending the City Council approve the project. Likewise, Staff recommends that the City Council introduce the attached Resolution approving an Addendum to the FVCSP Final EIR and the Ordinance approving Code Amendment No. 19-10 – to amend the Fountain Valley Crossings Specific Plan.

DISCUSSION:

On January 23, 2018, the Fountain Valley City Council adopted the Fountain Valley Crossings Specific Plan (FVCSP). The FVCSP contains the development regulations for the Crossing Specific Plan area generally located south of Talbert Avenue, north of Ellis Avenue, east of Ward Street, and west of the Santa Ana River (Figure 1). As shown in Figure 1 below, the FVCSP is divided into the Activity Core Target Area, the Workplace Neighborhood District, the Workplace Gateway District, and the Mixed Industry District.

![Figure 1](image)

As staff, businesses, and property owners learn the intricacies of the Specific Plan's provisions, a number of corrections, cleanups, and clarifications have come to light. Code Amendment No. 19-10 contains the following changes to the Crossings Specific Plan:

- Provide street setback standards for local streets to ensure clarity and consistency.
- Clarify CEQA approval process to remove ambiguity and ensure the intended streamlined review.
- Allow gyms on the ground floor as a permitted use in the Activity Core to encourage active uses and to facilitate the reuse of existing one-story buildings.
• Allow Entertainment & Recreation uses in the Workplace Gateway District with a conditional use permit to take advantage of the valuable freeway frontage and encourage active uses.
• Allow ground floor residential uses when commercial uses are located along the street frontage to provide design flexibility and development options that still meet the intent of activating the street.
• Specify the maximum number of residential units permitted and allocate residential units equitably.
• Allow Planning Director approvals for all exterior façade renovations to streamline the application process.
• All Specialty Goods Anchors (retail) by-right in the Workplace Neighborhood District to streamline the application process.
• Allow Community Oriented Anchors and Entertainment & Recreation uses by-right in the Workplace Neighborhood District to expand use options and serve residents.
• Allow vehicle sales outdoors with a conditional use permit in the Workplace Gateway & Mixed Industry Districts to accommodate a standard industry practice and allow options.
• Allow entertainment uses by-right in the Workplace Gateway District to expand use options in an area far from noise sensitive uses.
• Remove the minimum square footage requirement for Specialty Good Anchors (non-food retail stores) as it is an artificial and unnecessary limitation.
• Increase the number of allowable seats for eating/drinking establishments as a Convenience Use in all Districts to be consistent with recent amendments to the Municipal Code.
• Allow Financial Services by-right in all Districts to expand use options and serve residents.
• Add additional uses in the definition of Personal Services for all Districts.
• Require Indoor Veterinary Clinics to be prohibited when adjacent to residential uses in all Districts to minimize noise and odor impacts.
• Clarify that storage and warehousing is allowed as an accessory use for Light Industrial uses.
• Remove the maximum square footage requirement for Convenience Clusters in all Districts as it is an artificial and unnecessary limitation.
• Clarify the required public frontage improvement measurements for projects in all Districts.

BACKGROUND – CODE AMENDMENT NO. 19-10:

On October 9, 2019, the Planning Commission held a study session to discuss proposed amendments to the FVCSP. Then on October 15, 2019, the City Council conducted a similar study session to consider the Planning Commission's feedback regarding the proposed amendments. The City Council directed that staff provide revisions to allowable entertainment & recreation uses in the Workplace Gateway District, street setback standards for local streets, and revisions to the CEQA process for proposed projects.
DISCUSSION – PROPOSED AMENDMENTS:

The FVCSP contains the development regulations for the Crossings Specific Plan area, consisting of the approximate 162-acres of light industrial/commercial uses in the southeastern portion of the City located south of Talbert Avenue, north of Ellis Avenue, east of Ward Street and west of the Santa Ana River. The FVCSP provides a design framework in which a community activity center district could be created through private investment.

The purpose of the FVCSP is to create a policy and zoning framework that will allow for additional land-use flexibility within the FVCSP area. Another purpose of the FVCSP is to foster the creation of a "Fountain Valley" scale main street experience for residents. This main street environment would provide a gathering place for families and all residents where they can shop and dine.

The FVCSP is intended to guide future development through new policies and development standards that enhance economic development with revenue-generating employment centers supported by compatible residential and commercial growth, while ensuring protection of the community’s quality of life and provision of community benefits.

In order to clarify the Specific Plan procedures and intent, allow the reuse of existing buildings, and to encourage active uses to locate in the area, the following amendments to the FVCSP are proposed:

Amendment 1: Street Setbacks:

Each district contains street setback requirements in their respective development charts. The proposed amendment will define minimum front setback standards on the streets that were not previously identified to provide clear direction. If no change is adopted, it would result in the continued confusion regarding the location of buildings on the streets not identified.

Existing:

<table>
<thead>
<tr>
<th>FVCSP 2.1.2. - Activity Core:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.4.3 Front Yard Setback</td>
<td></td>
</tr>
<tr>
<td>Minimum / maximum – Talbert Ave.</td>
<td>0 ft. / 10 ft.</td>
</tr>
<tr>
<td>Minimum – Newhope St.</td>
<td>10 ft.</td>
</tr>
</tbody>
</table>

Proposed:

<table>
<thead>
<tr>
<th>FVCSP 2.1.2. - Activity Core:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.4.3 Front Yard Setback</td>
<td></td>
</tr>
<tr>
<td>Minimum / maximum – Talbert Ave.</td>
<td>0 ft. / 10 ft.</td>
</tr>
<tr>
<td>Minimum – Newhope St., Condor Ave., Mt. Washington St., Euclid St., or any new streets</td>
<td>10 ft.</td>
</tr>
</tbody>
</table>
### Existing:

**FVCSP 2.1.3.A - Workplace Neighborhood:**

<table>
<thead>
<tr>
<th>2.4.3 Front Yard Setback</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum / maximum – Talbert Ave.</td>
<td>10 ft. / 25 ft.</td>
</tr>
<tr>
<td>Minimum – Newhope St.</td>
<td>10 ft.</td>
</tr>
</tbody>
</table>

**Proposed:**

**FVCSP 2.1.3.A - Workplace Neighborhood:**

<table>
<thead>
<tr>
<th>2.4.3 Front Yard Setback</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum / maximum – Talbert Ave.</td>
<td>10 ft. / 25 ft.</td>
</tr>
<tr>
<td>Minimum – Newhope St., Euclid St., Mt. Shay St., Kalama River Ave., Condor Ave., Mt. Washington St., or any new streets</td>
<td>10 ft.</td>
</tr>
</tbody>
</table>

### Existing:

**FVCSP 2.1.4.A – Workplace Gateway**

<table>
<thead>
<tr>
<th>2.4.3 Front Yard Setback</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum / maximum – Euclid St.</td>
<td>15 ft. / 25 ft.</td>
</tr>
<tr>
<td>Minimum – Newhope St.</td>
<td>10 ft.</td>
</tr>
</tbody>
</table>

**Proposed:**

**FVCSP 2.1.4.A – Workplace Gateway**

<table>
<thead>
<tr>
<th>2.4.3 Front Yard Setback</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum / maximum – Euclid St.</td>
<td>15 ft. / 25 ft.</td>
</tr>
<tr>
<td>Minimum – Newhope St., Kalama River Ave., Ward St., Condor St., Mt. Baldy Cir., Spencer Ave., Pacific St., Mt. Langley St., or any new streets</td>
<td>10 ft.</td>
</tr>
</tbody>
</table>

### Existing:

**FVCSP 2.1.5.A – Mixed Industry District**

<table>
<thead>
<tr>
<th>2.4.3 Front Yard Setback</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum / maximum – Ellis Ave.</td>
<td>15 ft. / 25 ft.</td>
</tr>
</tbody>
</table>

**Proposed:**

**FVCSP 2.1.5.A – Mixed Industry District**

<table>
<thead>
<tr>
<th>2.4.3 Front Yard Setback</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum / maximum – Ellis Ave.</td>
<td>15 ft. / 25 ft.</td>
</tr>
<tr>
<td>Minimum – Lawson River Ave., Ward St., Bechler River Ave., Amistad St., Mt. Langley St., Bandelier Cir., Pacific St., Virginia Cir., or any new streets</td>
<td>10 ft.</td>
</tr>
</tbody>
</table>

### Amendment 2: CEQA Approvals:

Currently there is an inconsistency in the FVCSP: the Planning Manager has been given the authority to approve or deny a CEQA exemption, Negative Declaration (ND), or Mitigated Negative Declaration (MND); however, the FVCSP also states that projects that are not exempt from CEQA – including a ND and MND – require Planning Commission
Council Action Request  
Code Amendment No. 19-10  
City Council Meeting September 15, 2020  
Page 6

approval. The proposed changes would eliminate this inconsistency and clarify that CEQA actions on Exemptions, NDs, and MNDs would be taken by the Planning Manager while the Planning Commission would have authority to act on any Environmental Impact Report (EIR) or EIR Addendum.

CEQA 15074(f)

When a non-elected official or decision making body of a local lead agency adopts a negative declaration or mitigated negative declaration, that adoption may be appealed to the agency's elected decision making body, if one exists. For example, adoption of a negative declaration for a project by a city's planning commission may be appealed to the city council. A local lead agency may establish procedures governing such appeals.

This update will provide clarification of environmental review in the FVCSP consistent with CEQA law and will validate the proposed change to FVCSP Section 2.0.5.D.1 The proposed amendment further clarifies the authority of the Planning Manager and the Planning Commission regarding CEQA approvals. If no change is adopted, it would result in the continued confusion regarding the appropriate responsibility for CEQA approvals.

2.0.5.D Environmental Determination

1. The Planning Manager has the authority to approve or deny a CEQA Exemption, Negative Declaration, or Mitigated Negative Declaration, or an Addendum to a Negative Declaration or Mitigated Negative Declaration.
   a. If a project includes an EIR or an Addendum to an EIR, does not qualify for an exemption, it shall be reviewed by the Planning Commission.

2. The Planning Commission decision-making body has the authority to certify an Environmental Impact Report.

Amendment 3: Ground Floor Health & Exercise Clubs:

As shown in Table 2.1.2.A, Ground Floor Health & Exercise Clubs require a conditional use permit (CUP) in the Activity Core. However, in Section 2.2.1 of the FVCSP, Health & Exercise Clubs are permitted by-right. In order to facilitate these active uses in the Activity Core, where they are desired, the proposed amendment would remove the requirement for a CUP in the Activity Core and allow for these uses to be permitted by-right. The proposed change would clarify an inconsistency and allow for gyms and fitness clubs to open for business quicker. These uses would still be subject to all requirements in the FVCSP and the municipal code, and would be required to provide the required parking per the FVCSP. If no change is adopted, an inconsistency would remain and CUP would be required for these uses in the activity core but not elsewhere.
2.1.2. A Development Standards Chart

<table>
<thead>
<tr>
<th>Use:</th>
<th>Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>(U2) Live Entertainment and Dancing not permitted except conditional within a hotel</td>
<td></td>
</tr>
<tr>
<td>(U3) Large Scale Specialty Goods and Foods Only (see section 2.2.1)</td>
<td>Ground Floor Health &amp; Exercise Clubs are conditional</td>
</tr>
<tr>
<td>(U6) Telecommunications facilities are allowed pursuant to the requirements of FVMC Chapter 21.28 Wireless Communications</td>
<td>Only Health &amp; Exercise Clubs</td>
</tr>
</tbody>
</table>

2.2 Building Use Regulations

2.2.1 Use Types

<table>
<thead>
<tr>
<th>Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Retail</td>
</tr>
<tr>
<td>&quot;...</td>
</tr>
<tr>
<td>6. Entertainment &amp; Recreation</td>
</tr>
<tr>
<td>...</td>
</tr>
</tbody>
</table>

Amendment 4: Entertainment & Recreation – Workplace Gateway District:

Currently the Workplace Gateway District does not permit Entertainment & Recreation uses, such as health and exercise clubs and small scale movie theaters. Given that this District contains all the freeway adjacent properties in the FVCSP, this is a lost opportunity to attract desired active uses to the City. Such uses can have a regional attraction, which would be enhanced by exposure from the 405 freeway. The proposed amendment would allow for Entertainment & Recreation uses subject to a CUP to evaluate the compatibility of the proposed use with the surrounding uses and the suitability of the use to the proposed site. By not adopting the proposed change, the uses would not be allowed and an opportunity to promote the growth of the FVCSP could be missed.

2.2 Building Use Regulations

2.2.1 Use Types

<table>
<thead>
<tr>
<th>Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Retail</td>
</tr>
<tr>
<td>&quot;...</td>
</tr>
<tr>
<td>6. Entertainment &amp; Recreation</td>
</tr>
<tr>
<td>...</td>
</tr>
</tbody>
</table>

Amendment 5: Ground Floor Residential Uses:

Currently, the FVCSP requires that residential uses only be located above commercial uses. While the intent to activate the pedestrian level is clear, this requirement precludes viable design options such as tucking a separate residential building behind a commercial building fronting on the street, as shown in Figure 2. The current requirement restricts design options for developers. As illustrated in Figure 2 and in Special Condition #C14 in the table, residential will not be allowed as the main use on the ground floor. Commercial retail uses will still be required to occupy 80% of ground floor on the primary street.
frontage and at least 10% of the ground floor on the secondary street. Additional design elements will be required to create variations in architectural design such as building offsets, landscape pockets, private courtyards/balconies, etc. These design regulations are described in the following Sections of the FVCSP:

- Section 2.3 – Building Scale Regulations
- Section 2.4 – Frontage & Building Placement Regulations
- Section 2.6 – Open Space Regulations

If the proposed changes are not adopted, this will limit the developers design options, which may discourage viable mixed-use projects.

Figure 2

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### FVCSP 2.1.2. Activity Core

#### 2.2 Building Use Regulations

<table>
<thead>
<tr>
<th>F. Residential</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Multi-Family w/ Common Entry</td>
<td>Permitted&lt;sup&gt;C2 or C14&lt;/sup&gt;</td>
</tr>
<tr>
<td>2. Multi-Family w/ Individual Entries</td>
<td>Permitted&lt;sup&gt;C2 or C14&lt;/sup&gt;</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Conditions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C2)</td>
</tr>
<tr>
<td>(C10)</td>
</tr>
</tbody>
</table>
Permitted on **upper floors only or on** the ground floor in the following instances:

1. The project is a horizontal mixed-use design (separate residential and non-residential buildings) and the building on the primary street frontage is devoted to the retail uses noted in Section 2.1.2 Activity Core; or
2. The project is located on a corner and at least 80% of the ground floor on the primary street frontage and at least 10% of the ground floor on the secondary street frontage are devoted to the retail uses noted in Section 2.1.2, Activity Core.
3. Ground floor residential units fronting on a public street shall be designed with features such as, but not limited to, building offsets, landscape pockets, private courtyards/balconies, stoops, residential privacy screens, and other design options that serve to help buffer residences from sidewalks, eliminate blank building faces along sidewalks, to create variations in architectural design.

Only on half bay or one full bay of parking is permitted

**Amendment 6: Residential Unit Allocation:**

While the FVCSP does not indicate the maximum residential units allowed, the EIR specifically analyzed and states the potential maximum development of 491 residential units in the Workplace Neighborhood district. The maximum units should be noted in the FVCSP itself for clarity and ease of reference. In addition, a method to allocate the units among the various districts should be established so that one project does not absorb the entire or vast majority of these units. Staff proposes to allocate the residential units to the Activity Core Target Area and the Workplace Neighborhood District (boundaries depicted in Figure 3 below) such that a maximum of 245 residential units may be located in the Activity Core Target Area and 246 units may be located in the Workplace Neighborhood District.

*Figure 3*
FVCSP 2.2.1.F

F. Residential

Definition: All owner and renter-occupied dwelling units, including attached and detached houses, multi-unit buildings, and manufactured housing.

Special Conditions:

1. A maximum of 491 residential units may be constructed within the Activity Core Target Area and Workplace Neighborhood District. The units shall be allocated among the two districts as follows: 245 allocated to the Activity Core Target Area and 246 provided in the Workplace Neighborhood District.

2. The units will be allocated on a first-come-first serve basis; however, any single project proposing to utilize more than 33% of the total unit allocation of the district in which it is proposed shall be designed to create and/or enhance a community gathering place by providing a public art component subject to review by the Planning Commission.

3. Home occupations in any residential unit requires a home occupation permit (see City of Fountain Valley Municipal Code Chapter 21.42)

The Workplace Neighborhood district was chosen as the district where residential uses are allowed; however, the FVCSP did not provide standards to where these units could be placed. Essentially, a single project could proposed 491 units and the FVCSP would not allow any additional residential units. Requiring that a maximum of 245 residential units can be in the Activity Code and 246 in the Workplace Neighborhood will ensure that not all the residential units allowed could potentially be proposed in a single project. This allocation will spread residential uses in a wider area and help further the goal of activating the Activity Core District. If the proposed changes are not adopted, a single project could propose the maximum allowable residential units. This could result in an undesirable concentration of residential units on a single property.

Amendment 7: Miscellaneous Amendments:

The following miscellaneous amendments to the FVCSP are grouped by page number as identified in the FVCSP and shown in the appropriate code section:

Page 19 – Exterior Renovations – All Districts:

Consistent with the intent to streamline the application review process in the FVCSP, the proposed amendment would clarify that exterior façade renovations to existing buildings will be subject to approval from the Planning Director. To date, only one project has been approved in the FVCSP, an exterior façade remodel to 18060 Newhope Street. Currently, FVCSP Section 2.0.5.C.1.c, requires that exterior façade renovations require a Development Plan Review Hearing, which is a review by Planning Director. The proposed change will eliminate this requirement and streamline the application process for the remodel the exteriors of the existing buildings, many of which are from the 1970’s and 1980’s. All façade renovations would still be required to meet the requirements in FVCSP, specifically Section 2.8, Architecture Regulations. If the proposed changes are not
adopted, façade remodels would require Development Plan Hearing, which adds an additional layer to a projects approval.

2.0.1.A. New Development, Additions, Exterior Renovations, Reconstructions, and Site Improvements

"...
5. Where exterior façade renovations (not additions or replacement) are made to existing buildings, architectural and sign regulations shall apply to that portion of the building being renovated and shall be subject to review and approval of the Planning Director. No other Specific Plan requirements shall be required.

..."

Page 20 – Exterior Façade Renovations – All Districts:

FVCSP Section 2.0.5.C.1.c requires exterior façade renovations to be reviewed with a Development Plan Review Hearing. In order to maintain consistency within the specific plan, the proposed amendment will further clarify that the Planning Director shall review and approve exterior façade renovations in the FVCSP.

2.0.5.C Development Plan Review Hearings

"...
c. Exterior façade renovations that change the character of existing street facing facades or facades that are clearly visible from public right of ways shall be subject to review and approval of the Planning Director.

..."

As previously indicated with the changes on page 19 regarding exterior façade renovations, the proposed change will maintain consistency in the FVCSP. The proposed change will eliminate this requirement and allow façade remodels to be reviewed and approved by the Planning Director. All façade renovations would still be required to meet the requirements in FVCSP, specifically Section 2.8, Architecture Regulations. If the proposed changes are not adopted, façade remodels would require Development Plan Hearing, which adds an additional layer to a projects approval.

Page 26 – Specialty Goods Anchors – Workplace Neighborhood District, Community Oriented Anchors, Entertainment & Recreation – Activity Core

Currently, Specialty Goods Anchors, such as general merchandise stores, quality home department stores, and electronic superstores require a CUP in the Workplace Neighborhood and Community Oriented Anchors and Entertainment & Recreations uses, such as supermarkets, specialty food markets, and health & exercise clubs, are prohibited unless they are located in the Activity Core (Figure 1). Allowing more flexibility in the types of uses that are allowed in the Workplace Neighborhood district of the FVCSP will help attract investors and assist in future redevelopment. Staff proposes to make these land
uses permitted uses. Supermarkets and health & exercise clubs provide a local destination that can generate significant pedestrian traffic when adjacent to retail businesses. Allowing these businesses by-right will allow these businesses to open in a shorter period of time and exploit advantages of proximity to the Costco-anchored retail cluster in the Southpark Specific Plan as well as the excellent freeway and arterial access. All proposed uses will still be required to meet the required parking for the proposed use per the FVCSP Section 2.7 – Parking Regulations. If the proposed changes are not adopted, the Specialty Good Anchors would require a CUP and Community Oriented Anchors and Entertainment & Recreation uses would not be permitted, keeping this restriction in place and limiting potential new projects and businesses that would help activate their perspective districts.

<table>
<thead>
<tr>
<th>VCSP 2.1.3 Workplace Neighborhood</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2 Building Use Regulations</td>
</tr>
<tr>
<td>Standards</td>
</tr>
<tr>
<td>2.2.1 Use Types</td>
</tr>
<tr>
<td>A. Retail</td>
</tr>
<tr>
<td>1. Specialty Goods Anchors</td>
</tr>
<tr>
<td>2. Community Oriented Anchors</td>
</tr>
<tr>
<td>6. Entertainment &amp; Recreation</td>
</tr>
</tbody>
</table>

Page 28 – Vehicle Sales – Workplace Gateway District

The Workplace Gateway district allows for indoor-only vehicle sales subject to a CUP. Currently Mike Thompson's RV, located at 18240 Ward Street, and Fam Vans, located at 10870 Kalama River Avenue, are located within the Workplace Gateway district and sell vehicles outdoors. This restriction ignores these existing businesses and is overly restrictive to the vehicle sales industry, which is a desirable use in this district. Amending this section will acknowledge standard industry practices and these existing businesses, which would then be classified as conforming uses. If the proposed changes are not adopted, vehicle sales would only be allowed with a CUP indoors, and the FVCSP regulations would result in Mike Thompson's RV and Fam Vans being considered legal, nonconforming uses. Pursuant to FVMC, Chapter 21.56, there are limitations on how much a legal, nonconforming use can remodel or expand, that could place an unintended and detrimental restriction on those existing businesses.

<table>
<thead>
<tr>
<th>2.1.4 Workplace Gateway</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use:</td>
</tr>
<tr>
<td>(U4) Vehicle Sales – conditional as indoors-only</td>
</tr>
</tbody>
</table>

Page 28 – Entertainment Uses – Workplace Gateway District

Currently, entertainment uses, such as theaters and health and exercise clubs that provide activities for exercise and relaxation, are not permitted in the Workplace Gateway district. By permitting entertainment uses, these businesses can capitalize on the freeway visible, high-image locations along the 405 freeway, such as LA Fitness in Fountain Valley and 24 Hour Fitness in Huntington Beach, Costa Mesa and Irvine, and also the Century
movie theaters at Bella Terra in Huntington Beach. By allowing these uses along the freeway, they will be able to draw a more regional attraction that can stimulate the district.

<table>
<thead>
<tr>
<th>2.2 Building Use Regulations</th>
<th>Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2.1 Use Types</td>
<td></td>
</tr>
<tr>
<td>A. Retail</td>
<td></td>
</tr>
<tr>
<td>3. Entertainment Anchors</td>
<td>--- (--- to be deleted) permitted</td>
</tr>
<tr>
<td>6. Entertainment &amp; Recreation</td>
<td>--- (--- to be deleted) permitted</td>
</tr>
</tbody>
</table>

All proposed uses will still be required to meet the required parking for the proposed use per the FVCSP Section 2.7 – Parking Regulations. If the proposed changes are not adopted, the Entertainment Anchors and Entertainment & Recreations uses would not be permitted and limit potential new projects and businesses that could take advantage of the 405 freeway exposure.

Page 30 – Vehicle Sales – Mixed Industry District:

The Mixed Industry District allows for indoor-only vehicle sales subject to a CUP. Currently there are no vehicle sales businesses in the district. Amending this section will allow for new indoor/outdoor vehicle sales business with a CUP. Allowing vehicle sales businesses, both indoor and outdoor with a CUP, could potentially attract automotive sales businesses that can complement the existing automotive repair and customization businesses in the district. Vehicle sales also have the ability to generate a significant amount of sales tax revenue. With the CUP requirement in place, the City will be able to condition any outdoor vehicle sales business in terms of the number of vehicles on display, signage, and other operational items to ensure the compatibility of the vehicle sales use in the district. If the proposed change is not adopted, vehicle sales will be limited to indoor sales only.

<table>
<thead>
<tr>
<th>2.1.5 Mixed Industry District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use:</td>
</tr>
<tr>
<td>(U4) Vehicle Sales – conditional as indoors-only</td>
</tr>
</tbody>
</table>

Page 32 – Size of Specialty Good Anchors – All Districts:

Section 2.2.1.A.1 of the FVCSP defines Specialty Goods Anchors as non-food retail stores of at least 30,000 square feet in size. This requirement prohibits potential desirable businesses based on an arbitrary building size. The nature of big-box retail stores has been diminishing over the recent years with more online purchases and specialty retail stores have been struggling, such as Fry’s Electronics. Removing this size restriction would allow for stores such as a Petco/Petsmart and Staples/Office Depot that are less than 30,000 square feet in size to be allowed and can potentially generate pedestrian traffic adjacent to other retail businesses. The proposed amendment would remove this minimum square footage requirement to allow greater flexibility in uses. If the proposed change is not adopted, the size limitation would remain and potentially prohibit desirable businesses.
FVCSP 2.2.1.A.1

A. Retail

1. Specialty Goods Anchors

Definition: A “regional destination” non-food retail store that is at least 30,000 square feet in size and can potentially generate significant pedestrian traffic to adjacent businesses, such as those listed.

Page 32 – Eating and Drinking Establishments – All Districts:

Section 2.2.1.A.7 of the FVCSP requires that eating & drinking establishments with less than 12 seats are a permitted use where small-scale convenience uses are allowed. The proposed amendment would change this threshold to a maximum of 50 seats, which would be consistent with a recent change to the zoning code allowing “small-format” restaurants with 50 seats or less as a permitted use. As many new restaurants are smaller in size and specialize in specific cuisines, they tend to have less customer seating. Eating & Drinking establishments will still be required to meet the required parking for the proposed use per the FVCSP Section 2.7 – Parking Regulations. Allowing these small restaurants by-right, will allow them to open for business in a shorter amount of time.

FVCSP 2.2.1.A.7

A. Retail

7. Convenience Uses

Eating & drinking establishments w/ less than 12 50 seats

Page 32 – Financial Services – All Districts:

Section 2.2.1.A.8 of the FVCSP lists financial services such as banks and credit unions, as a defined sub-category of Business Services and requires that a CUP be approved in order to establish these businesses. To be consistent with Title 21 of the Municipal Code and to acknowledge that the nature of these businesses do not necessitate additional scrutiny or study, the proposed amendment would remove the requirement for a CUP for financial services. Such financial services have the potential to generate pedestrian traffic that can benefit adjacent retail uses.

FVCSP 2.2.1.A.7

A. Retail

8. Business Services

Financial services

Page 32 – Personal Services – All Districts:

Section 2.2.1.A.9 of the FVCSP lists self-service laundromats as a sub-category of Personal Services. The proposed amendment would remove the “self-service” language in this sub-category. This change would allow for all types of laundromats as personal service uses permitted by-right which is consistent with the Fountain Valley Municipal Code (FVMC, Title 21). Laundromats are typically small to medium sized businesses that provide services to local households that could also benefit any new multi-family housing projects in the specific plan.
The proposed amendment would also add the terms “dance, music and tutoring” to the sub-category of Yoga & martial arts studios. This addition will provide consistency with the municipal code definition; however, these uses will be permitted by-right in the specific plan.

FVCSP 2.2.1.A.9

<table>
<thead>
<tr>
<th>A. Retail</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Personal Services</td>
<td></td>
</tr>
<tr>
<td>Yoga, &amp; martial arts, dance, music studios, tutoring facilities, etc.</td>
<td>●</td>
</tr>
<tr>
<td>Self-service laundromats</td>
<td>●</td>
</tr>
</tbody>
</table>

Page 33 – Veterinary Clinics – All Districts:

Section 2.2.1.C.2 of the FVCSP allows for indoor veterinary clinics with a CUP. The proposed code amendment would prohibit indoor veterinary clinics when adjacent to residential uses. As multi-family residential along with indoor veterinary clinics are allowed in the FVCSP, staff recommends that the two land uses be separated due to the potential noise and smell impacts from indoor veterinary clinics. If the proposed change is not adopted, there would be no restrictions on the location of veterinary clinics.

FVCSP 2.2.1.C.2

<table>
<thead>
<tr>
<th>C. Workplace</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Medical Services</td>
<td></td>
</tr>
<tr>
<td>Indoor veterinary clinics</td>
<td>●</td>
</tr>
</tbody>
</table>

*Prohibited when directly adjacent to existing residential uses

Page 33 – Indoor or Outdoor Storage or Warehousing – Mixed Industry District:

Section 2.2.1.C.3 of the FVCSP prohibits indoor or outdoor storage or warehousing. The proposed amendment would prohibit contractors/maintenance yards as well. These land uses are similar to indoor/outdoor storage that provide few jobs, do not stimulate business activity and job incubation, and provide less in sales tax and revenue when compared to other industrial uses. The uses also tend to be unsightly and are not consistent with the goal of creating a professional looking and active business district. Indoor or outdoor storage or warehousing shall be allowed as an accessory use as part of an approved use in the FVCSP, as defined in FVMC 21.90.020, "Accessory Use". Industrial land uses typically have indoor and outdoor storage areas that supplement their main operations while contractors/maintenance yards store equipment and supplies for work performed off-site. The change will provide better clarification for staff when reviewing new industrial land uses in the district.
FVCSP 2.2.1.C.3

C. Workplace

3. Light Industrial & Telecommunications

| Indoor or outdoor storage, or warehousing as a stand-alone business. Storage and warehousing when conducted as an Accessory Use as defined by FVMC 21.90.020 and as part of an approved use allowed within the district is not prohibited. | --- |

| Contractors/maintenance yards | --- |

Page 33 – 2.2.2 Special Retail Configurations – All Districts:

Special Retail Configurations are intended to limit the size of individual tenants and the total amount of retail permitted for the Activity Core and Convenience Cluster retail "clusters" that are allowed throughout the FVCSP. It is believed that the size limitation was intended to foster pedestrian scale, attract small scale businesses, and to discourage large retail chain stores. However, these thresholds are arbitrary and limit potential desirable businesses from locating in the FVCSP. For example, if a desirable retail use, such as a Trader Joe’s, desired to locate in the area, they would be precluded by the size limitation. Since the intent is to stimulate active uses, pedestrian activity, and redevelopment in the FVCSP area, it is recommended to remove these type of arbitrary restrictions while maintaining the other standards that address design, bulk, parking, and building orientation. The proposed amendment would remove only the maximum square footage limitations for Convenience Clusters. Due to the size of the individual properties in the FVCSP and with the Building Scale Regulations in Section 2.3 of the FVCSP, any proposed retail project would be small in nature unlike a destination retail center such as the Costco Shopping Center. If the proposed change is not adopted, these size restrictions will remain in place and restrict potential development.

FVCSP 2.2.2.B.2 Convenience Cluster

Definition: A small store or cluster of stores integrated into a larger building and facing a public street or open space. Convenience Clusters consist of (permitted) convenience uses, small-scale shopping and personal services that serve homes or businesses located within easy walking distance.

a. Special Conditions for Convenience Clusters:
   i. A maximum size of two thousand five hundred (2,500) square feet per use.
   ii. A maximum size of five thousand (5,000) square feet total per cluster.
   iii. Conditional Use Permit: Individual uses larger than two thousand (2,500) square feet. Provided that the use is unique and not already provided within one (1)-mile trade area.
   iv. i. Convenience Cluster Retail must be located on the corner of a block, and the entrance must face a public street, square or plaza space.

Page 44 – 2.5 Street Regulations – All Districts:

Section 2.5 of the FVCSP contains development standards for public and private streets. As defined in Section 2.5 of the FVCSP, a developer is responsible for making required
right-of-way improvements to the pedestrian areas (defined as public frontage in the FVCSP) and vehicular areas (defined as thoroughfare in the FVCSP). The proposed code amendment would help define the area for right-of-way improvements to the pedestrian areas by indicating that those improvements include the curb but the required width of those required improvements start at the back of the curb. For example, if the improvement requires a new eight (8) foot wide sidewalk, the improvement would result in an eight (8) foot wide sidewalk, exclusive of the curb. If the proposed change is not adopted, developers will continue to be confused if pedestrian public frontage improvements include, or don’t include, the curb.

FVCSP 2.5.1.B.3.i Public Frontage improvements

i. The installation of new public frontage improvements (from the back-of-sidewalk to the face of curb) is required as development occurs. Any required public frontage improvements with a required minimum dimension shall require improvements of the curb, but the required minimum dimension of the improvement shall be measured from the back-of-sidewalk to the back of curb.

CONCLUSION:

The proposed amendments will provide clarification and will relax certain criteria with the intention to spark interest in the FVCSP area.

ENVIRONMENTAL REVIEW:

The Environmental Impact Report (EIR) prepared for the Fountain Valley Crossings Specific Plan and was certified by the City Council on January 23, 2018. For reference, the Final EIR can be accessed at https://www.fountainvalley.org/1278/Fountain-Valley-Crossings

An Addendum to the EIR has been prepared to identify whether the proposed revisions would result in any new significant impacts (CEQA Guidelines Section 15162).

The Addendum determined that no new or substantially more severe significant impacts would occur as a result of the proposed changes. None of the conditions described in CEQA Guidelines Section 15162 requiring the preparation of a subsequent EIR or CEQA Guidelines Section 15163 requiring preparation of a supplemental EIR have occurred. This Addendum to the adopted EIR is an appropriate level of environmental review for the project revisions, as identified in CEQA Guidelines Section 15184.

FINANCIAL ANALYSIS:

There is no financial impact associated with approving the proposed code amendment.

ATTORNEY REVIEW:

The Attorney for the City has reviewed the attached Ordinance.
PUBLIC NOTIFICATION:

The item was published in the Fountain Valley View and public notices were posted at City Hall and Recreation Center.

ALTERNATIVES:

1. Introduce the attached Resolution approving an Addendum (Attachment #1) to the FVCSP Final EIR and the attached Ordinance (Attachment #2) approving Code Amendment ordinance approving Code Amendment No. 19-10, an Amendment to the FVCSP pertaining to the following: allocation of residential units, allowance of residential on the ground floor, setbacks, CEQA requirements, requirements for gym’s and entertainment & recreation uses and additional minor edits as detailed in the staff report.

2. Do not introduce the attached Resolution approving an Addendum to the FVCSP Final EIR and the attached Ordinance approving Code Amendment No. 19-10, an Amendment to the FVCSP pertaining to the following: allocation of residential units, allowance of residential on the ground floor, setbacks, CEQA requirements, requirements for gym’s and entertainment & recreation uses and additional minor edits as detailed in the staff report.

3. Continue for further discussion.

RECOMMENDED ACTION:

Staff recommends that the City Council select Alternative No. 1 – Introduce the attached Resolution (Attachment #1) approving an Addendum to the FVCSP Final EIR and the attached Ordinance (Attachment #2) approving Code Amendment No. 19-10, an Amendment to the FVCSP pertaining to the following: allocation of residential units, allowance of residential on the ground floor, setbacks, CEQA requirements, requirements for gym’s and entertainment & recreation uses and additional minor edits as detailed in the staff report.

Prepared By: Matt Jenkins, Senior Planner
Reviewed By: Steven Ayers, Principal Planner
Approved By: Brian James, Planning and Building Director
Approved By: Rob Houston, City Manager

Attachments:
1. Resolution approving Addendum to FVCSP Final EIR
2. Ordinance approving Code Amendment No. 19-10
RESOLUTION NO. ___

A RESOLUTION OF THE CITY OF FOUNTAIN VALLEY CITY COUNCIL APPROVING AN ADDENDUM TO THE FOUNTAIN VALLEY CROSSINGS SPECIFIC PLAN (FVCSP) IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR CODE AMENDMENT NO. 19-10, AN AMENDMENT TO THE FVCSP PERTAINING TO THE FOLLOWING: ALLOCATION OF RESIDENTIAL UNITS, ALLOWANCE OF RESIDENTIAL ON THE GROUND FLOOR, SETBACKS, CEQA REQUIREMENTS, REQUIREMENTS FOR GYM'S AND ENTERTAINMENT & RECREATION USES AND ADDITIONAL MINOR EDITS INVOLVING THE FOLLOWING: ALLOW PLANNING DIRECTOR APPROVALS FOR ALL EXTERIOR FAÇADE RENOVATIONS; ALLOW SPECIALTY GOODS ANCHORS BY-RIGHT IN THE WORKPLACE NEIGHBORHOOD DISTRICT; ALLOW COMMUNITY ORIENTED ANCHORS AND ENTERTAINMENT & RECREATIONS USES BY-RIGHT IN THE WORKPLACE NEIGHBORHOOD DISTRICT; ALLOW VEHICLE SALES OUTDOORS WITH A CONDITIONAL USE PERMIT IN THE WORKPLACE GATEWAY & MIXED INDUSTRY DISTRICTS; ALLOW ENTERTAINMENT USES BY-RIGHT IN THE WORKPLACE GATEWAY DISTRICT; REMOVE THE MINIMUM SQUARE FOOTAGE REQUIREMENT FOR SPECIALTY GOOD ANCHORS; INCREASE THE NUMBER OF ALLOWABLE SEATS FOR EATING/DRINKING ESTABLISHMENTS AS A CONVENIENCE USE IN ALL DISTRICTS; ALLOW FINANCIAL SERVICES BY-RIGHT IN ALL DISTRICTS; ADD ADDITIONAL USES IN THE DEFINITION OF PERSONAL SERVICES FOR ALL DISTRICTS; REQUIRE INDOOR VETERINARY CLINICS TO BE PROHIBITED WHEN ADJACENT TO RESIDENTIAL USES IN ALL DISTRICTS; CLARIFY THAT STORAGE AND WAREHOUSING IS ALLOWED AS AN ACCESSORY USE FOR LIGHT INDUSTRIAL USES; REMOVE THE MAXIMUM SQUARE FOOTAGE REQUIREMENT FOR CONVENIENCE CLUSTERS IN ALL DISTRICTS; AND CLARIFY THE REQUIRED PUBLIC FRONTAGE IMPROVEMENT MEASUREMENTS FOR PROJECTS IN ALL DISTRICTS.

WHEREAS, the Fountain Valley City Council adopted the Fountain Valley Crossing Specific Plan (FVCSP) on January 23, 2018; and

WHEREAS, Section 2.1 of the FVCSP contains development standards for the four (4) established Districts; and

WHEREAS, Table 2.4 in each of the four (4) Districts of the FVCSP contains the provisions for street setbacks, respectively; and

WHEREAS, Code Amendment No. 19-10 proposes to adopt standards for street setbacks not already listed; and

WHEREAS, Section 2.0.5.C contains the provisions for new development approvals; and

WHEREAS, it is the City's intent to streamline the approval process and to allow for administrative approvals by the Planning Director for exterior façade remodels; and
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WHEREAS, Table 2.1.2.A, ground floor health & exercise clubs require a conditional use permit (CUP) in the Activity Core District; however, Section 2.2.1.A.6 allows these uses by-right; and

WHEREAS, it is the City's intent to remove the CUP requirement and allow ground floor & exercise clubs by-right; and

WHEREAS, Section 2.1.4 contains development standards for the Workplace Gateway District; and

WHEREAS, Table 2.2.1.6 does not permit Entertainment & Recreation uses; and

WHEREAS, it is the City's intent to allow for Entertainment & Recreation uses in the Workplace Gateway District as these land uses can benefit from exposure to the 405 freeway; and

WHEREAS, Section 2.1.2 contains development standards for the Activity Core Overlay; and

WHEREAS, Table 2.1.2.F.1&2 requires that multi-family residential uses be located on upper floors only; and

WHEREAS, it is the City's intent to allow multi-family residential uses on the ground floor subject to certain requirements limiting the percentage of residential uses for a proposed project on the ground floor; and

WHEREAS, the FVCSP Environmental Impact Report (EIR) analyzed and limited the maximum amount of residential units at 491 in the Activity Core Target Area and the Workplace Neighborhood District; and

WHEREAS, it is the City's intent to specify that 491 units are allowed in the FVCSP and allocate a maximum of 245 residential units in the Activity Core Target Area and 246 units in the Workplace Neighborhood District to prohibit the concentration of the 491 units in a single project; and

WHEREAS, Code Amendment No. 19-10 proposes to make minor edits to bring sections into consistency and to allow certain land uses permitted by-right, as indicated in the City Council staff report dated September 15, 2020; and

WHEREAS, the Addendum is included as an attachment to the staff report and to this Resolution (Exhibit A); and

WHEREAS, on October 9, 2019, the Planning Commission held a study session to discuss proposed amendments to the FVCSP; and

WHEREAS, on October 15, 2019, the City Council conducted a similar study session to consider the Planning Commission’s feedback regarding the proposed amendments; and
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WHERAS, the City Council directed that staff provide revisions to allowable entertainment & recreation uses in the Workplace Gateway District, street setback standards for local streets, and revisions to the CEQA process for proposed projects; and

WHEREAS, the Fountain Valley Planning Commission held a duly noticed public hearing on July 12, 2020 and by a vote of 4-0, recommended that the City Council approve Code Amendment No. 19-10 and the Addendum to the FVCSP Final EIR; and

WHEREAS, on September 15, 2020, the City Council held a noticed public hearing for Code Amendment No. 19-10 and the Addendum to the FVCSP Final EIR.

NOW, THEREFORE, THE CITY OF FOUNTAIN VALLEY CITY COUNCIL DOES RESOLVE AS FOLLOWS:

SECTION 1

The City Council finds that due notice of the public hearings in the Council Chambers, City Hall, 10200 Slater Avenue, was given as required by the FVMC, Title 21, and the Statutes of the State of California.

SECTION 2

The Environmental Impact Report (EIR) was prepared for the FVCSP and was certified by the City Council on January 23, 2018. For reference, the Final EIR can be accessed at https://www.fountainvalley.org/1278/Fountain-Valley-Crossings

SECTION 3

An Addendum to the EIR (Exhibit A) has been prepared to identify whether the proposed revisions would result in any new significant impacts (CEQA Guidelines Section 15162).

SECTION 4

Findings and Supporting Facts: The City Council finds that the Addendum to the FVCSP Final EIR would not create any new or substantially more severe significant impacts that would occur as a result of the proposed Code Amendment as follows:

1. The City of Fountain Valley is the lead agency under CEQA for preparing the Addendum, and is the entity with final decision-making authority, as defined in Section 15356 of the CEQA Guidelines, with regard to approval of the Code Amendment.

2. The Addendum, attached herein as Exhibit A, was prepared in accordance with all legal requirements, including CEQA Guidelines Section 15164.

3. This Addendum to the adopted EIR is an appropriate level of environmental review for the project revisions, as identified in CEQA Guidelines Section 15164.
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4. The attached Addendum contains a detailed analysis for the proposed changes to the FVCSP that is determined to be consistent with the General Plan and the Development Code, Title 21;

5. None of the conditions described in CEQA Guidelines Section 15162 requiring the preparation of a subsequent EIR or CEQA Guidelines Section 15163 requiring preparation of a supplemental EIR have occurred.

6. Based on substantial evidence in the record, the proposed Code Amendment is within the scope of the previously certified Final EIR for the FVCSP.

7. The proposed amendment is internally consistent with other applicable provisions of the Development Code. The FVCSP has been developed to provide flexibility and encourage land uses to further the objectives of the Specific Plan in compliance with the Development Code, Title 21.

SECTION 5

Pursuant to the findings above, the City Council hereby determines that the Addendum to the FVCSP Final EIR satisfy all the requirements of CEQA and are adequate to serve as the required environmental documentation for Code Amendment No. 19-10 and, hereby approves and adopts the Addendum to the FVCSP Final EIR for Code Amendment No. 19-10.

__________________________________________
Cheryl Brothers, Mayor

ATTEST:

__________________________________________
Rick Miller, City Clerk

APPROVED AS TO FORM
HARPER & BURNS LLP

__________________________________________
Colin Burns, Attorney for the City

ATTACHED: EXHIBIT A
ADDENDUM
To the
Fountain Valley Crossings Specific Plan
California Environmental Quality Act Guidelines
Section 15164
City Council Resolution No. _____

EXECUTIVE SUMMARY:
This document is an Addendum to the Final Environmental Impact Report (EIR), State Clearinghouse (SCH) No. 2015101042, prepared by the City of Fountain Valley (City) for the Fountain Valley Crossings Specific Plan (FVCSP), approved on January 23, 2018. The Final EIR can be accessed at https://www.fountainvalley.org/1279/Fountain-Valley-Crossings

PROJECT:
On January 23, 2018, the Fountain Valley City Council adopted the FVCSP that contains the development regulations for the Crossing Specific Plan area generally located south of Talbert Avenue, north of Ellis Avenue, east of Ward Street, and west of the Santa Ana River. The FVCSP is divided into the Activity Core Target Area, the Workplace Neighborhood District, the Workplace Gateway District, and the Mixed Industry District.

Code Amendment No. 19-10 (CA) contains the following changes to the Crossings Specific Plan:

• Provide street setback standards for local streets to ensure clarity and consistency.
• Clarify CEQA approval process to remove ambiguity and ensure the intended streamlined review.
• Allow gyms on the ground floor as a permitted use in the Activity Core to encourage active uses and to facilitate the reuse of existing one-story buildings.
• Allow Entertainment & Recreation uses in the Workplace Gateway District with a conditional use permit to take advantage of the valuable freeway frontage and encourage active uses.
• Allow ground floor residential uses when commercial uses are located along the street frontage to provide design flexibility and development options that still meet the intent of activating the street.
• Specify the maximum number of residential units permitted and allocate residential units equitably.
• Allow Planning Director approvals for all exterior façade renovations to streamline the application process.
• All Specialty Goods Anchors (retail) by-right in the Workplace Neighborhood District to streamline the application process.
• Allow Community Oriented Anchors and Entertainment & Recreation uses by-right in the Workplace Neighborhood District to expand use options and serve residents.
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- Allow vehicle sales outdoors with a conditional use permit in the Workplace Gateway & Mixed Industry Districts to accommodate a standard industry practice and allow options.
- Allow entertainment uses by-right in the Workplace Gateway District to expand use options in an area far from noise sensitive uses.
- Remove the minimum square footage requirement for Specialty Good Anchors (non-food retail stores) as it is an artificial and unnecessary limitation.
- Increase the number of allowable seats for eating/drinking establishments as a Convenience Use in all Districts to be consistent with recent amendments to the Municipal Code.
- Allow Financial Services by-right in all Districts to expand use options and serve residents.
- Add additional uses in the definition of Personal Services for all Districts.
- Require Indoor Veterinary Clinics to be prohibited when adjacent to residential uses in all Districts to minimize noise and odor impacts.
- Clarify that storage and warehousing is allowed as an accessory use for Light Industrial uses.
- Remove the maximum square footage requirement for Convenience Clusters in all Districts as it is an artificial and unnecessary limitation.
- Clarify the required public frontage improvement measurements for projects in all Districts.

PURPOSE OF ADDENDUM:

In accordance with the California Environmental Quality Act (CEQA) and Section 15164 of the CEQA Guidelines, an Addendum to a certified EIR may be prepared if only minor technical changes or additions are necessary or none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR have occurred.

CEQA Section 16164. ADDENDUM TO AN EIR OR NEGATIVE DECLARATION

(a) The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

(b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.

(c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.

(d) The decision making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.

(e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the
project, or elsewhere in the record. The explanation must be supported by substantial evidence.

The City of Fountain Valley has evaluated the potential environmental impacts of the proposed modifications as set forth below. The City, acting as the Lead Agency, has determined that none of the CEQA conditions listed above apply and that this Addendum to the adopted Final EIR is the appropriate environmental documentation for the proposed modifications and fully complies with CEQA, as described in the CEQA Guidelines. An addendum does not need to be circulated for public review, but rather can be attached to the Final EIR (CEQA Guidelines §15164(c)). Prior to initiating the modified Project, the City will consider this Addendum together with the adopted Final EIR and will make a decision regarding the modified Project [CEQA Guidelines §15164(d)]

ENVIRONMENTAL ANALYSIS:

The California Environmental Quality Act (CEQA) requires an EIR analysis to “identify and focus on the significant environmental effects of a proposed project” (CEQA Guidelines, §15126.2(a) and Public Resources Code Section 21000(a). The emphasis of the EIR should be placed on the potential "physical" adverse effects of a proposed project.

CEQA Guidelines §15360 defines "environment" as the physical conditions that exist within the area that will be affected by a proposed project including, but not limited to, land, air, water, minerals, flora, fauna, ambient noise, and objects of historical or aesthetic significance. The guidelines further define the area involved as the area in which significant effects would occur either directly or indirectly as a result of the project. The "environment" includes both natural and human-made conditions.

CEQA Guidelines §15382 further clarifies the definition of "significant effect on the environment" as a substantial, or potential substantial, adverse change in any of the physical conditions within the area affected by the project. An economic or social change by itself shall not be considered a significant effect on the environment. However, that economic or social change that may have a physical impact (such as urban decay) should be considered in an EIR (Bakersfield Citizens for Local Control v. City of Bakersfield (2004) 124 Cal.App.4th 1184).

For each impact section, thresholds for determining impact significance are identified along with descriptions of methodologies used to conduct the impact analysis. Determinations of impact significance levels in the EIR are made based on City impact significance guidelines and criteria for each impact topic, including Appendix G of the CEQA Guidelines. For some resource areas, such as air quality, transportation, and noise, the analysis of impacts are more quantitative in nature and involve the comparison of effects against a numerical threshold. For other resource areas, such as aesthetics and visual resources and land use, the analyses of impacts are inherently more qualitative, involving the consideration of a variety of factors, such as City policies.

The EIR impact discussions classify impact significance levels as:

1. **Significant and Unavoidable** - a significant impact to the environment that remains
significant even after mitigation measures are applied;

2. **Less Than Significant with Mitigation** - a significant impact that can be avoided or reduced to a less than significant level with mitigation;

3. **Less Than Significant** - a potential impact that would not meet or exceed the identified thresholds of significance for the resource area;

4. **No Impact** – no impact would occur for the resource area; and

5. **Beneficial** – a potential impact that would improve the resource area.

The following environmental impact topics were originally analyzed in the Final EIR for the FVSP adopted by the City Council on January 23, 2018. As outlined below, the proposed changes to the FVCSP will have **No Impact** on any identified environmental impacts.

**Aesthetics:**

The FVCSP includes development standards and design guidelines to ensure that future projects develop structures that would maintain and enhance the area’s visual character. The proposed CA does not affect any sections of the FVCSP pertaining to design guidelines, specifically 2.8, Architectural Regulations. The CA will establish setbacks for non-arterial streets consistent with established setbacks in the FVCSP to help ensure the aesthetics of the FVCSP meet the original vision and intent of the plan.

**Air Quality:**

The certified FVCSP Final EIR accounted for short-term construction impacts. When the EIR was evaluated against SCAQMD’s project-level thresholds, both the construction and operational emissions of land use changes anticipated to occur under the Project would not exceed SCAQMD’s project-specific thresholds. The impact was determined to be less than significant in the EIR. The proposed CA does not propose to allow for any additional housing units nor will it allow for any larger non-residential projects previously analyzed in the EIR. Therefore, the CA would not create new or additional impacts to air or change the analysis and conclusions provided in the Final EIR.

**Geology and Soils:**

The proposed CA does not propose to allow for any additional housing units nor will it allow for any larger non-residential projects previously analyzed in the EIR. No mitigation measures were required as indicated in the FVCSP EIR for geology and soils. Therefore, no new significant construction impacts affecting geology and soils would occur as a result of the proposed CA.

**Greenhouse Gas Emissions:**

The FVCSP EIR concluded that the Project would not conflict with any applicable plan, policy, or regulation pertaining to GHGs, and the impact would be less than significant. The
proposed CA does not propose to allow for any additional housing units nor will it allow for any larger non-residential projects previously analyzed in the EIR. Therefore, the CA would not create new or additional impacts to GHGs or change the analysis and conclusions provided in the Final EIR.

Hazards and Hazardous Materials:

The FVCSP EIR included one (1) mitigation measure requiring that prior to any demolition of existing structures, applicants shall conduct a comprehensive survey on hazards and hazardous materials and follow all applicable procedures related to the treatment, handling, and disposal of all hazardous materials to ensure public safety. Projects proposed in the FVCSP area will be required to undergo individual environmental review, including review of potential impacts related to hazards and hazardous materials that are applicable to that particular development site and proposed use. Additionally, land use changes in the FVCSP area will facilitate the safe removal of potentially hazardous building materials and the cleanup of contaminated properties, thus reducing the level of risk on a particular site in the nearby vicinity and within the Project area as a whole, compared to existing conditions. The proposed CA is regulatory and no physical project is proposed at this time. The mitigation measure will still be applicable to new development. Therefore, the proposal would not result in any new or more intense significant impacts.

Hydrology and Water Quality:

The proposed CA does not propose to allow for any additional housing units nor will it allow for any larger non-residential projects previously analyzed in the EIR. No mitigation measures were required as indicated in the FVCSP EIR. Therefore, no new significant construction impacts affecting hydrology and water quality would occur as a result of the proposed CA.

Land Use and Planning Policies:

In addition to cumulatively considered projects, all pending and future projects allowed under the FVCSP Project are required to be consistent with the FVCSP and may be required to undergo Development Review and/or Development Agreement processing and other discretionary land use actions to determine consistency with established land use policies and regulations.

As indicated in the Planning Commission staff report dated August 12, 2020, the following changes to the FVCSP are summarized as follows:

- Provide street setback standards for local streets to ensure clarity and consistency.
- Clarify CEQA approval process to remove ambiguity and ensure the intended streamlined review.
- Allow gyms on the ground floor as a permitted use in the Activity Core to encourage active uses and to facilitate the reuse of existing one-story buildings.
- Allow Entertainment & Recreation uses in the Workplace Gateway District with a conditional use permit to take advantage of the valuable freeway frontage and encourage active uses.
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- Allow ground floor residential uses when commercial uses are located along the street frontage to provide design flexibility and development options that still meet the intent of activating the street.
- Specify the maximum number of residential units permitted and allocate residential units equitably.
- Allow Planning Director approvals for all exterior façade renovations.
- All Specialty Goods Anchors (retail) by-right in the Workplace Neighborhood District.
- Allow Community Oriented Anchors and Entertainment & Recreations uses by-right in the Workplace Neighborhood District.
- Allow vehicle sales outdoors with a conditional use permit in the Workplace Gateway & Mixed Industry Districts.
- Allow entertainment uses by-right in the Workplace Gateway District.
- Remove the minimum square footage requirement for Specialty Good Anchors (non-food retail stores)
- Increase the number of allowable seats for eating/drinking establishments as a Convenience Use in all Districts.
- Allow Financial Services by-right in all Districts.
- Add additional uses in the definition of Personal Services for all Districts.
- Require Indoor Veterinary Clinics to be prohibited when adjacent to residential uses in all Districts.
- Clarify that storage and warehousing is allowed as an accessory use for Light Industrial uses.
- Remove the maximum square footage requirement for Convenience Clusters in all Districts.
- Clarify the required public frontage improvement measurements for projects in all Districts.

The proposed CA will not implement any new land uses or building area that were not originally analyzed in the Final EIR. Any proposed new land use in the FVCSP area will be reviewed by the Planning Department in compliance with FVCSP and Title 21 of the Municipal Code.

Noise:

Cumulative projects in the area would contribute to increased traffic and related noise levels, primarily on arterials and major roadways; however, future development would require City planning review to ensure compliance with City noise policies and regulations. One (1) mitigation measure was required by the FVCSP EIR regarding projects that requires a construction noise management plan. The mitigation measure also requires that construction activities be compliant with Section 6.28.070 of the Municipal Code. This mitigation measure will still be applicable to new uses and development. The proposed CA will not result in any new or additional impacts to noise, or change the analysis and conclusions in the Final EIR.

Population and Housing:

The FVCSP EIR analyzed the potential impacts associated with the development of 491 residential units. The proposed CA will not increase the maximum number of residential units
allowed. Therefore, the proposal will not result in any new or more intense significant impacts. The proposed CA will not result in any new or additional impacts to population, or change the analysis and conclusions in the Final EIR.

Public Services:

Individual development projects that occur in the FVCSP area would be subject to adopted City policies and regulations requiring the payment and contribution of development impact fees, which will adequately address the cumulative impacts on public facilities, infrastructure and parks to a cumulatively less than significant level. Further, with increased demand from development, the annual City budget allocation process would allow consideration of the hiring of additional public safety, library, or park personnel as needed. Fiscal impacts of such increases in staffing would also be addressed though standard budgetary review. The City Council will address police and fire departmental budget, staffing, and equipment needs as part of the annual budgetary process. The proposed CA does not propose any new development projects, increase in units or non-residential area, and there are no proposed land uses that were not originally analyzed in the Final EIR. The proposed CA will not result in any new or additional impacts to public services and facilities, or change the analysis and conclusions in the Final EIR.

Transportation, Circulation, and Traffic:

As indicated in the FVCSP EIR, build-out associated with the proposed Specific Plan would include up to 785,532 square feet of new office floor area, 154,010 square feet of new retail floor area, and up to 491 residential units projected to occur through 2035. The FVCSP EIR has implemented four (4) mitigation measures to mitigate construction and development fees for intersection improvements.

Mitigation Measures MM T-1. Construction Impact Mitigation Plan:

Future development occurring under the FVCSP shall be required to prepare a Construction Impact Mitigation Plan for review and approval prior to issuance of a grading or building permit to address and manage traffic during construction and shall be designed to:

- Prevent traffic impacts on the surrounding roadway network;
- Minimize parking impacts both to public parking and access to private parking to the greatest extent practicable;
- Ensure safety for both those constructing the project and the surrounding community; and
- Prevent substantial truck traffic through residential neighborhoods

The Construction Impact Mitigation Plan shall be subject to review and approval by the following City departments: Planning & Building, Public Works, and Police to ensure that the Construction Impact Mitigation Plan has been designed in accordance with this mitigation measure. Additionally, the plan shall be prepared and implemented in coordination with any affected agencies such as OCTA and Caltrans. The review of the plan shall occur prior to issuance of grading or building permits. With implementation of the mitigation measure for
construction traffic, construction-traffic impacts would be reduced to less than significant with mitigation.

**MM T-2a Amended Implementation and Funding/Financing Strategy for the Fountain Valley Crossings Specific Plan:**

The FVCSP requires to a subsequent fee justification study, identify costs for transportation improvements, apportion costs for improvements, and include fair share projected costs for each funded and unfunded improvement. Prior to approval of the first entitlements for a development within the Project area, the City must adopt the regular fee update schedule for identified intersection improvements. The City shall coordinate with neighboring jurisdictions to identify intersection improvements, apportion costs for improvements, and scheduling of proposed improvements.

**MM T-2b Intersection Improvements Impact Fee:**

The FVCSP requires a traffic signal to be installed at the intersection of Talbert Avenue & Mt. Washington Street. The traffic signal project was completed in February of 2020.

**MM T-7 Intersection Modifications:**

The FVCSP identified the need for capacity improvements at the intersection of Ellis Avenue and Ward Street. In accordance with MM T-2a, the approved improvements shall be included in the Implementation/Funding/Financing Strategy and any proposed development project applicants within the FVCSP area shall pay a fair share contribution towards these improvements.

The proposed CA does not propose to allow for any additional housing units nor will it allow for any larger non-residential projects previously analyzed in the EIR. In addition, the mitigation measures will still be applicable to new uses and projects. The proposed CA will not result in any new or additional impacts to transportation, circulation and traffic, or change the analysis and conclusions in the Final EIR. Any new project proposed in the FVCSP will be reviewed in compliance with the findings in the Final EIR. Should a significant impact to transportation, circulation and traffic be determined for a proposed project, the appropriate CEQA analysis shall be required.

**Utilities:**

The FVCSP EIR included one (1) mitigation measure regarding projects that would potentially trigger the need for expansion or replacement of individual sewer lines. All new development projects shall be conditioned to be subject to payment of its fair share of any impact fees.

Planned and pending development in the City includes multiple mixed-use development, large scale commercial development, and capital improvement projects. These projects are also expected to contribute to additional population increases in the City either through residential development or through generation of additional employment opportunities, thereby increasing demand for the City’s utility infrastructure services. New projects in the
FVCSP have the potential to increase the demand on utility services; however, these projects would be required to comply with standards for the provision of adequate utility services set forth in the City's General Plan and Municipal Code, and would be subject to City planning and review processes that would ensure that adequate utility infrastructure. Developers are required to pay development impact fees to offset any impacts to utility service infrastructure and capacities. As such, cumulatively the Project would not result in any significant or adverse effects on utilities and the provision of these services.

The proposed CA does not propose to allow for any additional housing units nor will it allow for any larger non-residential projects previously analyzed in the EIR. In addition, the mitigation measures will still be applicable to new uses and projects. The proposed CA will not result in any new or additional impacts to transportation, circulation and traffic utilities, or change the analysis and conclusions in the Final EIR.

Energy Conservation:

No mitigation measures were required as indicated in the FVCSP EIR with regards to energy conservation. Potential future development in the FVCSP would incrementally contribute to the need for regional energy production and distribution facilities. These facilities are operated and maintained by private utility companies that plan for anticipated growth. Electric and natural gas services are provided upon demand from consumers and expanded as needed to meet demand, consistent with applicable local, state, and federal regulations. Additionally, all new buildings must be designed to conform to the California Green Building Standards Code and the 2019 California Energy Code adopted by the City under Title 12 of the FVMC.

The proposed CA does not propose to allow for any additional housing units nor will it allow for any larger non-residential projects previously analyzed in the EIR. In addition, the mitigation measures will still be applicable to new uses and projects. The proposed CA will not result in any new or additional impacts to energy conservation, or change the analysis and conclusions in the Final EIR.

Tribal Cultural Resources:

Development of individual construction projects may result in excavation or grading that could potentially affect buried tribal cultural resources. The FVCSP EIR has implemented three (3) mitigation measures. Further, compliance with existing regulations prescribed in California Health and Safety Code Section 7050.5, CEQA Section 15064.5, and Public Resources Code Section 5097.98, would effectively mitigate adverse impacts to human remains. The proposed CA does not propose to allow for any additional housing units nor will it allow for any larger non-residential projects previously analyzed in the EIR. In addition, the mitigation measures will still be applicable to new uses and projects. The proposed CA will not result in any new or additional impacts to tribal cultural resources, or change the analysis and conclusions in the original EIR. Therefore, the proposed Project would not have a substantial contribution to cumulatively significant impacts to tribal cultural resources.
SUMMARY OF ENVIRONMENTAL EFFECTS:

As discussed in this Addendum, the proposed modifications would not change the conclusions of the certified Final EIR. The proposed modifications would not result in a new significant impact or substantially increase the severity of a previously identified significant impact. No mitigation is required beyond the existing commitments contained within the MMRP. All proposed development projects will be analyzed against the findings of the FVCSP EIR and be required to comply with the mitigation measures listed in the Final EIR. The proposed CA to the FVCSP does not meet any of the conditions that would require the preparation of a subsequent or supplemental EIR as set forth in Sections 15162 and 15163 of the CEQA Guidelines.

DETERMINATION:

Section 15164(a) of the CEQA Guidelines states the following:

The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for the preparation of subsequent EIR have occurred. The proposed modifications to the original Project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

Furthermore, new information associated with the proposed modifications does not indicate that: the Project will have one or more significant effects not discussed in the adopted Final EIR; significant effects previously examined will be substantially more severe than shown in the adopted Final EIR; mitigation measures or alternatives previously found not to be feasible would in fact be feasible; or mitigation measures or alternatives which are considerably different from those analyzed in the adopted Final EIR would substantially reduce one or more significant effects on the environment. Accordingly, an addendum has been prepared as opposed to a supplemental or subsequent EIR. The City of Fountain Valley is adopting this Addendum in accordance with the CEQA Guidelines Section 16164.
ORDINANCE NO.__________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY APPROVING AN ADDENDUM TO THE FOUNTAIN VALLEY CROSSINGS SPECIFIC PLAN (FVCSP) IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND CODE AMENDMENT NO. 19-10, AN AMENDMENT TO THE FVCSP PERTAINING TO THE FOLLOWING: ALLOCATION OF RESIDENTIAL UNITS, ALLOWANCE OF RESIDENTIAL ON THE GROUND FLOOR, SETBACKS, CEQA REVIEW PROCEDURES, REQUIREMENTS FOR GYM'S AND ENTERTAINMENT & RECREATION USES AND ADDITIONAL MINOR EDITS INVOLVING THE FOLLOWING: ALLOWING PLANNING DIRECTOR APPROVALS FOR ALL EXTERIOR FAÇADE RENOVATIONS; ALLOWING SPECIALTY GOODS ANCHORS BY-RIGHT IN THE WORKPLACE NEIGHBORHOOD DISTRICT; ALLOWING COMMUNITY ORIENTED ANCHORS AND ENTERTAINMENT & RECREATIONS USES BY-RIGHT IN THE WORKPLACE NEIGHBORHOOD DISTRICT; ALLOWING VEHICLE SALES OUTDOORS WITH A CONDITIONAL USE PERMIT IN THE WORKPLACE GATEWAY & MIXED INDUSTRY DISTRICTS; ALLOWING ENTERTAINMENT USES BY-RIGHT IN THE WORKPLACE GATEWAY DISTRICT; REMOVING THE MINIMUM SQUARE FOOTAGE REQUIREMENT FOR SPECIALTY GOOD ANCHORS; INCREASING THE NUMBER OF ALLOWABLE SEATS FOR EATING/DRINKING ESTABLISHMENTS AS A CONVENIENCE USE IN ALL DISTRICTS; ALLOWING FINANCIAL SERVICES BY-RIGHT IN ALL DISTRICTS; ADDING ADDITIONAL USES IN THE DEFINITION OF PERSONAL SERVICES FOR ALL DISTRICTS; REQUIRING INDOOR VETERINARY CLINICS TO BE PROHIBITED WHEN ADJACENT TO RESIDENTIAL USES IN ALL DISTRICTS; CLARIFYING THAT STORAGE AND WAREHOUSING IS ALLOWED AS AN ACCESSORY USE FOR LIGHT INDUSTRIAL USES; REMOVING THE MAXIMUM SQUARE FOOTAGE REQUIREMENT FOR CONVENIENCE CLUSTERS IN ALL DISTRICTS; AND CLARIFYING THE REQUIRED PUBLIC FRONTAGE IMPROVEMENT MEASUREMENTS FOR PROJECTS IN ALL DISTRICTS

WHEREAS, the Fountain Valley City Council adopted the Fountain Valley Crossing Specific Plan (FVCSP) on January 23, 2018; and

WHEREAS, Section 2.1 of the FVCSP contains development standards for the four (4) established Districts; and

WHEREAS, Table 2.4 in each of the four (4) Districts of the FVCSP contains the provisions for street setbacks, respectively; and

WHEREAS, Code Amendment No. 19-10 proposes to adopt standards for street setbacks not already listed; and
WHEREAS, Section 2.0.5.C contains the provisions for new development approvals; and

WHEREAS, it is the City's intent to streamline the approval process and to allow for administrative approvals by the Planning Director for exterior façade remodels; and

WHEREAS, Table 2.1.2.A, ground floor health & exercise clubs require a conditional use permit (CUP) in the Activity Core District; however, Section 2.2.1.A.6 allows these uses by-right; and

WHEREAS, it is the City's intent to remove the CUP requirement and allow ground floor & exercise clubs by-right; and

WHEREAS, Section 2.1.4 contains development standards for the Workplace Gateway District; and

WHEREAS, Table 2.2.1.6 does not permit Entertainment & Recreation uses; and

WHEREAS, it is the City's intent to allow for Entertainment & Recreation uses in the Workplace Gateway District as these land uses can benefit from exposure to the 405 freeway; and

WHEREAS, Section 2.1.2 contains development standards for the Activity Core Overlay; and

WHEREAS, Table 2.1.2.F.1&2 requires that multi-family residential uses be located on upper floors only; and

WHEREAS, it is the City's intent to allow multi-family residential uses on the ground floor subject to certain requirements limiting the percentage of residential uses for a proposed project on the ground floor; and

WHEREAS, the FVCSP Environmental Impact Report (EIR) analyzed and limited the maximum amount of residential units at 491 in the Activity Core Target Area and the Workplace Neighborhood District; and

WHEREAS, it is the City's intent to specify that 491 units are allowed in the FVCSP and allocate a maximum of 245 residential units in the Activity Core Target Area and 246 units in the Workplace Neighborhood District to prohibit the concentration of the 491 units in a single project; and

WHEREAS, Code Amendment No. 19-10 proposes to make minor edits to bring sections into consistency and to allow certain land uses permitted by-right, as indicated in the Planning Commission staff report dated August 12, 2020; and
WHEREAS, on August 12, 2020, the Fountain Valley Planning Commission considered the proposed Code Amendment No. 19-10 at a duly noticed public hearing and recommended the City Council approve an Addendum to the FVCSP Final EIR and approve CA 19-10 to amend FVCSP; and

WHEREAS, the proposed Code Amendment No. 19-10 has been publicly noticed in accordance with State Law and the Fountain Valley Municipal Code.

SECTION 1

The Environmental Impact Report (EIR) prepared for the Fountain Valley Crossings Specific Plan and was certified by the City Council on January 23, 2018. For reference, the Final EIR can be accessed at https://www.fountainvalley.org/1278/Fountain-Valley-Crossings

An Addendum to the EIR has been prepared to identify whether the proposed revisions would result in any new significant impacts (CEQA Guidelines Section 15162).

The Addendum determined that no new or substantially more severe significant impacts would occur as a result of the proposed changes. None of the conditions described in CEQA Guidelines Section 15162 requiring the preparation of a subsequent EIR or CEQA Guidelines Section 15163 requiring preparation of a supplemental EIR have occurred. This Addendum to the adopted EIR is an appropriate level of environmental review for the project revisions, as identified in CEQA Guidelines Section 15164.

The City Council adopted a Resolution at the public hearing on September 15, 2020, approving the Addendum to the FVCSP EIR.

SECTION 2

The City Council finds that due notice of the public hearing on September 15, 2020, conducted in the City Council Chambers, 10200 Slater Avenue, Fountain Valley, was given as required by the Fountain Valley Municipal Code, Title 21, and the State of California. Public notice of this hearing and a copy of the Planning Commission agenda were posted at City Hall, Recreation Center and the Fountain Valley Library.

SECTION 3

Pursuant to Fountain Valley Municipal Code section 21.34.050 the City Council does hereby find as follows:

1. The proposed amendment ensures and maintains internal consistency with the actions, goals, objectives, and policies of the General Plan, and would not create any inconsistencies with the FVCPS and/or Development Code. The FVCSP is intended to guide future development with adoption of new policies and development standards to enhance economic development with revenue-generating employment centers supported by compatible residential and
commercial growth, while ensuring protection of the community's quality of life and provisions of community benefits; specifically:

**General Plan Goal 2.1**

*Maintain and enhance high quality development throughout the City.*

The amendments will further the redevelopment of the Project area, transitioning from primarily industrial and manufacturing uses to high-value mixed-use developments that combine commercial and residential uses to create a cohesive workplace-residential oriented community.

**General Plan Goal 2.12**

*Manage growth and development to insure the maintenance or improvement of the existing quality of life in Fountain Valley.*

Implementation of the FVCSP will encourage and enhance development within the Project area by providing regulations to promote infusion of new high profile commercial and light industrial centers, increase visibility of a vibrant revitalized community from the I-405 corridor, attract local employees to become new City residents of the Workplace Neighborhood District, improve mobility within the Project area, and integrate efficient and economical community within the City's transportation network.

The proposed amendment does not propose to allow for any additional housing units nor will it allow for any larger non-residential projects previously analyzed in the EIR. Moreover, Table 3.7-1 of the Final EIR dated January 23, 2018 contains a detailed analysis as to the consistency with the General Plan goals and policies that are applicable to the FVCSP.

The Planning Commission staff report dated August 12, 2020, contains a detailed analysis for the proposed changes to the FVCSP that is determined to be consistent with the General Plan and the Development Code, Title 21;

2. The proposed amendment will not be detrimental to the public convenience, health, interest, safety or welfare of the City. The design, location, shape, size, operating characteristics and the provision of public and emergency vehicle access and public services and utilities (e.g., drainage, fire protection, sewers, water, etc.), will not be altered by the proposed amendments and will still ensure that the FVCSP will not endanger, jeopardize or otherwise constitute a hazard to the public convenience, health, interest, safety or welfare, or injurious to the property or improvements in the vicinity in the FVCSP area;

The FVCSP will provide community benefits such as road connectivity, transitional buffer areas, open space, and office, retail, and community oriented growth. The Specific Plan is also designed to ensure that new development adjacent to existing residential neighborhoods is shaped in scale and character for compatibility, including improvements to the streetscape aesthetic and functional use and that such designs provide for public and emergency vehicle
access, public services and utilities. The proposed amendments will not alter these factors and is intended to clarify the elements of the FVCSP to further these outcomes;

3. The proposed amendments have been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's environmental review procedures as indicated in Section 1;

4. The proposed amendment is internally consistent with other applicable provisions of the Development Code. The FVCSP has been developed to provide flexibility and encourage land uses to further the objectives of the Specific Plan in compliance with the Development Code, Title 21. The proposed amendments include minor edits to clarify and ensure internal consistency.

SECTION 4

The FVCSP is hereby amended to read as follows:

Street Setbacks:

**FVCSP 2.1.2. - Activity Core:**

<table>
<thead>
<tr>
<th>2.4.3 Front Yard Setback</th>
<th>Minimum / maximum – Talbert Ave.</th>
<th>0 ft. / 10 ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum – Newhope St., Condor Ave., Mt. Washington St., Euclid St., or any new streets</td>
<td>10 ft.</td>
<td></td>
</tr>
</tbody>
</table>

**FVCSP 2.1.3.A - Workplace Neighborhood:**

<table>
<thead>
<tr>
<th>2.4.3 Front Yard Setback</th>
<th>Minimum / maximum – Talbert Ave.</th>
<th>10 ft. / 25 ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum – Newhope St., Euclid St., Mt. Shay St., Kalama River Ave., Condor Ave., Mt. Washington St., or any new streets</td>
<td>10 ft.</td>
<td></td>
</tr>
</tbody>
</table>

**FVCSP 2.1.4.A – Workplace Gateway**

<table>
<thead>
<tr>
<th>2.4.3 Front Yard Setback</th>
<th>Minimum / maximum – Euclid St.</th>
<th>15 ft. / 25 ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum – Newhope St., Kalama River Ave., Ward St., Condor St., Mt. Baldy Cir, Spencer Ave., Pacific St., Mt. Langley St., or any new streets</td>
<td>10 ft.</td>
<td></td>
</tr>
</tbody>
</table>

**FVCSP 2.1.5.A – Mixed Industry District**

<table>
<thead>
<tr>
<th>2.4.3 Front Yard Setback</th>
<th>Minimum / maximum – Ellis Ave.</th>
<th>15 ft. / 25 ft.</th>
</tr>
</thead>
</table>
Minimum – Lawson River Ave., Ward St., Bechler River Ave., Amistad St., Mt. Langley St., Bandelier Cir., Pacific St., Virginia Cir., or any new streets | 10 ft.

**CEQA Approvals:**

2.0.5.D Environmental Determination

1. The Planning Manager has the authority to approve or deny a CEQA Exemption, Negative Declaration, or Mitigated Negative Declaration, or an Addendum to a Negative Declaration or Mitigated Negative Declaration.
   a. If a project includes an EIR or an Addendum to an EIR, does not qualify for an exemption, it shall be reviewed by the Planning Commission.
2. The Planning Commission decision making body has the authority to certify an Environmental Impact Report.

**Ground Floor Health & Exercise Clubs:**

2.1.2.A Development Standards Chart

<table>
<thead>
<tr>
<th>Use:</th>
<th>Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>(U2) Live Entertainment and Dancing not permitted except conditional within a hotel</td>
<td></td>
</tr>
<tr>
<td>(U3) Large Scale Specialty Goods and Foods Only (see section 2.2.1)</td>
<td></td>
</tr>
<tr>
<td>(U5) Ground Floor Health &amp; Exercise Clubs are conditional</td>
<td></td>
</tr>
<tr>
<td>(U6) Telecommunications facilities are allowed pursuant to the requirements of FVMC Chapter 21.28 Wireless Communications</td>
<td></td>
</tr>
<tr>
<td>(U7) Only Health &amp; Exercise Clubs</td>
<td></td>
</tr>
</tbody>
</table>

**2.2 Building Use Regulations**

**A. Retail**

- **6. Entertainment & Recreation** permitted (U5)

**Entertainment & Recreation – Workplace Gateway District:**

**2.2 Building Use Regulations**

**A. Retail**

- **6. Entertainment & Recreation** --- (--- to be deleted) conditional
Ground Floor Residential Uses

FVCSP 2.1.2. Activity Core
2.2 Building Use Regulations

<table>
<thead>
<tr>
<th>F. Residential</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Multi-Family w/ Common Entry</td>
</tr>
<tr>
<td>2. Multi-Family w/ Individual Entries</td>
</tr>
</tbody>
</table>

Special Conditions:

| (C2) | Upper floors only |
| (C10) | Courtyard buildings may exceed the indicated length as defined in 2.3.3 Building Length |
| (C14) | Permitted on *upper floors* only or on the ground floor only in the following instances: (1) The project is a horizontal mixed-use design (separate residential and non-residential buildings) and the building on the primary street frontage is devoted to the retail uses noted in Section 2.1.2 Activity Core; or (2) The project is located on a corner and at least 80% of the ground floor on the primary street frontage and at least 10% of the ground floor on the secondary street frontage are devoted to the retail uses noted in Section 2.1.2, Activity Core. (3) Ground floor residential units fronting on a public street shall be designed with features such as, but not limited to, building offsets, landscape pockets, private courtyards/balconies, stoops, residential privacy screens, and other design options that serve to help buffer residences from sidewalks, eliminate blank building faces along sidewalks, to create variations in architectural design. |
| (C15) | Only on half bay or one full bay of parking is permitted |

Residential Unit Allocation:

FVCSP 2.2.1.F

F. Residential

Definition: All owner and renter-occupied dwelling units, including attached and detached houses, multi-unit buildings, and manufactured housing.

Special Conditions:

i. A maximum of 491 residential units may be constructed within the Activity Core Target Area and Workplace Neighborhood District. The units shall be allocated among the two districts as follows: 245 allocated to the Activity Core Target Area and 246 provided in the Workplace Neighborhood District.

ii. The units will be allocated on a first-come-first serve basis, however, any single project proposing to utilize more than 33% of the total unit allocation
of the district in which it is proposed shall be designed to create and/or enhance a community gathering place by providing a public art component subject to review by the Planning Commission.

iii. Home occupations in any residential unit requires a home occupation permit (see City of Fountain Valley Municipal Code Chapter 21.42)

Miscellaneous Amendments:

The following miscellaneous amendments to the FVCSP are grouped by page number and shown in the appropriate code section:

Page 19 – Exterior Renovations – All Districts:

2.0.1.A. New Development, Additions, Exterior Renovations, Reconsctions, and Site Improvements

"... 5. Where exterior façade renovations (not additions or replacement) are made to existing buildings, architectural and sign regulations shall apply to that portion of the building being renovated and shall be subject to review and approval of the Planning Director. No other Specific Plan requirements shall be required. ...

Page 20 – Exterior Façade Renovations – All Districts:

2.0.5.C Development Plan Review Hearings

"... c. Exterior façade renovations that change the character of existing street facing facades or facades that are clearly visible from public right of ways shall be subject to review and approval of the Planning Director.

..."

Page 26 – Specialty Goods Anchors – Workplace Neighborhood District, Community Oriented Anchors, Entertainment & Recreation – Activity Core

| VCSP 2.1.3 Workplace Neighborhood |  
| 2.2 Building Use Regulations | Standards |  
| 2.2.1 Use Types |  
| A. Retail |  
| 1. Specialty Goods Anchors | Conditional permitted |  
| 2. Community Oriented Anchors | --- (-- to be deleted) permitted |  
| 6. Entertainment & Recreation | --- (-- to be deleted) permitted |
### Page 28 – Vehicle Sales – Workplace Gateway District:

<table>
<thead>
<tr>
<th>2.1.4 Workplace Gateway</th>
<th>Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use:</td>
<td></td>
</tr>
<tr>
<td>(U4) Vehicle Sales – conditional <strong>as indoors only</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.2 Building Use Regulations</th>
<th>Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.2.1 Use Types</td>
<td></td>
</tr>
<tr>
<td>A. Retail</td>
<td></td>
</tr>
<tr>
<td>3. Entertainment Anchors</td>
<td>--- (<strong>to be deleted)</strong> permitted</td>
</tr>
<tr>
<td>6. Entertainment &amp; Recreation</td>
<td>--- (<strong>to be deleted)</strong> permitted</td>
</tr>
</tbody>
</table>

### Page 30 – Vehicle Sales – Mixed Industry District:

<table>
<thead>
<tr>
<th>2.1.5 Mixed Industry District</th>
<th>Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use:</td>
<td></td>
</tr>
<tr>
<td>(U4) Vehicle Sales – conditional <strong>as indoors only</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Page 32 – Size of Specialty Good Anchors – All Districts:

**FVCSP 2.2.1.A.1**

<table>
<thead>
<tr>
<th>A. Retail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Specialty Goods Anchors</td>
</tr>
</tbody>
</table>

**Definition:** A "regional destination" non-food retail store that is at least 30,000 square feet in size and can potentially generate significant pedestrian traffic to adjacent businesses, such as those listed.

### Page 32 – Eating and Drinking Establishments – All Districts:

**FVCSP 2.2.1.A.7**

<table>
<thead>
<tr>
<th>A. Retail</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Convenience Uses</td>
</tr>
</tbody>
</table>

Eating & drinking establishments w/ less than **4250 seats**

### Page 32 – Financial Services – All Districts:

**FVCSP 2.2.1.A.7**

<table>
<thead>
<tr>
<th>A. Retail</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Business Services</td>
</tr>
</tbody>
</table>

Financial services

### Page 32 – Personal Services – All Districts:

**FVCSP 2.2.1.A.9**

<table>
<thead>
<tr>
<th>A. Retail</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Personal Services</td>
</tr>
</tbody>
</table>

**Yoga, & martial arts, dance, music studios, tutoring facilities, etc.**

**Self-service laundromats**
Page 33 – Veterinary Clinics – All Districts:

FVCSP 2.2.1.C.2
C. Workplace
2. Medical Services
Indoor veterinary clinics *

*Prohibited when directly adjacent to existing residential uses

Page 33 – Indoor or Outdoor Storage or Warehousing – Mixed Industry District:

FVCSP 2.2.1.C.3
C. Workplace
3. Light Industrial & Telecommunications
Indoor or outdoor storage, or warehousing as a stand-alone business. Storage and warehousing when conducted as an Accessory Use as defined by FVMC 21.90.020 and as part of an approved use allowed within the district is not prohibited.
Contractors/maintenance yards

Page 33 – 2.2.2 Special Retail Configurations – All Districts:

FVCSP 2.2.2.B.2 Convenience Cluster
Definition: A small store or cluster of stores integrated into a larger building and facing a public street or open space. Convenience Clusters consist of (permitted) convenience uses, small-scale shopping and personal services that serve homes or businesses located within easy walking distance.
a. Special Conditions for Convenience Clusters:
   i. A maximum size of two thousand five hundred (2,500) square feet per use.
   ii. A maximum size of five thousand (5,000) square feet total per cluster.
   iii. Conditional Use Permit. Individual uses larger than two thousand (2,500) square feet. Provided that the use is unique and not already provided within one (1) mile trade area.
   iv. i. Convenience Cluster Retail must be located on the corner of a block, and the entrance must face a public street, square or plaza space.

Page 44 – 2.5 Street Regulations – All Districts:

FVCSP 2.5.1.B.3.i Public Frontage Improvements

i. The installation of new public frontage improvements (from the back-of-sidewalk to the face of curb) is required as development occurs. Any required public frontage improvements with a required minimum dimension shall require improvements of the curb, but the required minimum dimension of the improvement shall be measured from the back-of-sidewalk to the back of curb.
SECTION 5

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional.

SECTION 6

The City Clerk shall certify to the adoption of this ordinance and cause it to be published as required by law. This ordinance shall become effective thirty (30) days after the date of its adoption.


ATTEST:

City Clerk ________________________________ Cheryl Brothers, Mayor

APPROVED AS TO FORM

HARPER & BURNS LLP

________________________
Attorneys for the City
To: Honorable Mayor and Members of the City Council

Agenda Date: September 15, 2020

SUBJECT: Public Hearing and Introduction: Code Amendment No. 20-05 – An Amendment To Fountain Valley Municipal Code (FVMC) Sections 21.08.060, 21.24.090, 21.28.090, 21.54.030, 21.60.050, 18.08.120, and 8.51.110 To Change The 20 Day Appeal Period For Land Use Decisions To A Ten Calendar Day Appeal Period

EXECUTIVE SUMMARY:

The Fountain Valley Municipal Code currently requires a 20-day appeal period for land use decisions. The purpose of the appeal period is to allow applicants and/or the public the opportunity to appeal a decision made by the Planning Director or Planning Commission to the next level of review.

Staff questioned the efficacy of a 20-day appeal period. Accordingly, Staff conducted a survey of other cities in Orange County, reviewed land use decisions from the last five years, and compared Fountain Valley’s appeal period against state law and found that a ten calendar day appeal period is commonly used and consistent with other requirements.

At the Planning Commission meeting of August 12, 2020, the Planning Commission voted 4-0 recommending the City Council approve Code Amendment No. 20-05 (Attachment #3). Staff recommends the City Council conduct a public hearing and introduce the attached Ordinance (Attachment #1) approving Code Amendment No. 20-05 to change the 20 day appeal period for land use decisions to a ten calendar day appeal period.

PROPOSAL:

An amendment to FVMC sections 21.08.060, 21.24.090, 21.28.090, 21.54.030, 21.60.050, 18.08.120, and 8.51.110 to change the 20 day appeal period for land use decisions in the City of Fountain Valley to a ten day appeal period and clarify that the period is calendar days.

DISCUSSION:

The City of Fountain Valley has initiated this code amendment to shorten the appeal period for decisions made on development projects by a reviewing person (Planning Director) and/or reviewing body (Planning Commission). The current appeal period, as noted in the FVMC sections above, is 20 calendar days. The proposed amendment will shorten the appeal period to ten calendar days.

The purpose of the appeal period is to allow applicants and/or the public the opportunity to appeal a decision made by the Planning Director or Planning Commission to the next level of review. Per FVMC 21.60, a decision made by the Planning Director may be appealed to the Planning Commission, and a decision made by the Planning Commission may be appealed to the City Council. Appeals may be initiated by the project applicant, any
interested and aggrieved party owning land within a 500-foot radius of the exterior boundaries of the property under consideration, or by a majority vote of the Planning Commission or City Council. Appeal fees, which are not subject to change with this proposed code amendment, are due when the appeal is filed.

In the last five years, there have been no appeals of the Planning Director’s decision on a project and only three appeals of the Planning Commission’s decisions. Two appeals of the Planning Commission, which both occurred in 2014, were CUP 1776 for 24 Hour Fitness at 17200 Brookhurst Street and CUP 1780 for Planet Fitness at 16201-B & 16181 Harbor Boulevard. Most recently, the City Council received an appeal request on the Auto Wash facility located at 10035 Ellis Avenue that was reviewed by City Council on July 14, 2020. In that same time period (last five years), the Planning Director has issued over 1,105 decisions on minor variances, sign permits, administrative wireless permits, conditional use permit resolution reviews, banner permits, parking lot sales, special events, and seasonal sales. Additionally there have been 11,911 building permits and plan checks issued without appeal and the Planning Commission has issued over 220 final decisions on conditional use permits, development reviews, precise plans, tentative tract maps, and variances.

During that same time period (last five years), building permit issuance on several of these projects has been delayed due to the length of the 20 day appeal period.

The City conducted a survey of the appeal period for land use decisions for several cities in Orange County. While there is a wide variety of appeal periods, a majority of the cities surveyed adhere to a ten day appeal period as shown in “Table 1: Appeal Periods in Orange County” below.

Table 1: Appeal Periods in Orange County

<table>
<thead>
<tr>
<th>City</th>
<th>Appeal Period Length</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brea</td>
<td>10 days</td>
<td>20.424.030</td>
</tr>
<tr>
<td>Buena Park</td>
<td>10 working days</td>
<td>19.120.030</td>
</tr>
<tr>
<td>Costa Mesa</td>
<td>10 days – Tentative or Parcel Maps 7 days – all other items</td>
<td>2-305</td>
</tr>
<tr>
<td>Dana Point</td>
<td>15 calendar days</td>
<td>9.61.110</td>
</tr>
<tr>
<td>Fullerton</td>
<td>10 working days</td>
<td>15.70.060</td>
</tr>
<tr>
<td>Garden Grove</td>
<td>21 days</td>
<td>9.32.120</td>
</tr>
<tr>
<td>Huntington Beach</td>
<td>10 calendar days</td>
<td>248.24</td>
</tr>
<tr>
<td>La Habra</td>
<td>10 working days</td>
<td>18.66.080</td>
</tr>
<tr>
<td>Lake Forest</td>
<td>15 days</td>
<td>2.04.110</td>
</tr>
<tr>
<td>Laguna Beach</td>
<td>14 calendar days</td>
<td>25.05.070</td>
</tr>
<tr>
<td>Placentia</td>
<td>10 calendar days</td>
<td>23.75.050</td>
</tr>
<tr>
<td>San Juan Capistrano</td>
<td>15 days</td>
<td>9-2.311</td>
</tr>
<tr>
<td>Santa Ana</td>
<td>10 calendar days</td>
<td>41-645</td>
</tr>
<tr>
<td>Seal Beach</td>
<td>15 days</td>
<td>11.4.60.050</td>
</tr>
<tr>
<td>Stanton</td>
<td>10 calendar days</td>
<td>20.615.040</td>
</tr>
<tr>
<td>Westminster</td>
<td>15 calendar days</td>
<td>17.530.025</td>
</tr>
<tr>
<td>Yorba Linda</td>
<td>15 days</td>
<td>18.36.810</td>
</tr>
<tr>
<td><strong>Fountain Valley</strong></td>
<td><strong>20 days</strong></td>
<td><strong>21.60.050</strong></td>
</tr>
</tbody>
</table>
The proposed amendment will amend FVMC Sections 21.08.060, 21.24.090, 21.28.090, 21.54.030, 21.60.050, 18.08.120, and 8.51.110 as noted in Attachment #1.

FVMC 21.08.060 - Reasonable Accommodation
This section lays out appeals of the Planning Directors decision to provide reasonable accommodation in the application of the city's zoning or building laws, policies, or procedures for persons with disabilities seeking fair access to housing under the Federal Fair Housing Administration Act of 1998 (FHA) and the California Fair Employment and Housing Act (FEHA). This section notes that if no appeal application is submitted within 20 days following the date the determination was rendered, the director's determination shall be final. The proposed code amendment would change the appeal time period from 20 days to ten calendar days.

FVMC 21.24.090 - Sign Permits
This section notes that decisions by the Planning Director and Sign Committee may be appealed within 20 days. The proposed code amendment would change the appeal time period for appeals from 20 days to ten calendar days.

FVMC 21.28.090 - Review and approval of wireless communications facilities on private property.
This section notes that the Planning Director will make a decision regarding a completed application within 60 calendar days of receipt and that decision will be final 20 days following the date of decision unless an appeal is filed in compliance with FVMC 21.60. The proposed code amendment would change the time period for appeals from 20 days to ten calendar days.

This section also notes that an applicant is required to provide the city written notice of the expiration of any shot clock, which the applicant shall ensure is received by the city no later than 20 days prior to expiration. The proposed code amendment would change the appeal time period from 20 days to ten calendar days.

FVMC 21.54.030 - Entitlement implementation, time limits, and extensions effective dates
This section notes that a conditional use permit, development review, home occupation permit, precise plan of design, temporary use permit or variance shall become effective on the 21st day following the date the decision is rendered by the applicable review authority. The proposed code amendment would change this code to make the decision effective the 11th calendar day following the date the decision is rendered by the applicable review authority.

FVMC 21.60.050 – Application filing, processing and review of, and action on appeals.
This section lays out the timing and form of appeals. The proposed code amendment would change the appeal time period from 20 days to ten calendar days.

FVMC 18.08.120 – Hearing decisions – Appeal
This section lays out the timeline for appeals to the Planning Commission's decision on relocations permits to relocate a building into the city or from one location to another in the city. The proposed code amendment would change the appeal time period from 20 days to ten calendar days.
Council Action Request  
Code Amendment 20-05  
City Council Meeting September 15, 2020  
Page 4

**FVMC 8.51.110 – Appeal of plan denial or revocation.**  
This section applies to the appeals of decisions on shopping cart containment plans. The proposed amendment would change the appeal time period from 20 days to ten calendar days.

While the California Government Code does not provide a minimum appeal period for zoning actions, it does provide a ten day appeal period for subdivision projects per California Government Code 66452.5. While a ten day appeal period is a standard convention based on other code sections, such as that listed above, it also aligns with the minimum ten day public notice timelines. As other cities have done, staff wanted to maintain this convention. Changing the appeal time from 20 days to 10 day also aligns with existing FVMC code requirements of appeals of the Police Chiefs, City Manager, Hearing Officer for nuisance abatement, and Fire Prevention decisions as noted in the following sections:

**FVMC Sections**
- 10.72.060  
- 4.55.110  
- 2.52.160  
- 8.04.100  
- 8.53.160  
- 4.04.115  
- 17.901.11

Staff does not anticipate negative impacts from the proposed code amendment. The amendment will simply achieve two goals for development projects reviewed by the Planning Director and Planning Commission.

1. Shorten the appeal period to allow approved projects to proceed to the building permit process stage as quickly as possible.
2. Provide an adequate appeal period, which is consistent with several other Orange County cities.

**General Plan Consistency**

The proposed amendment would help to enhance the City’s economic base and business environment by assisting in the preservation, improvement, and intensification of existing commercial development (General Plan Goal/Policy 2.12.1). Additionally, the proposed amendment will meet the General Plan Advisory Committee’s values and issues for the General Plan Update to provide for a fiscally sustainable municipal government and to ensure economic prosperity of the city. A reduction in the City of Fountain Valley’s appeal period from 20 days to ten days will enhance the City’s economic base, provide for a fiscally sustainable municipal government, and help ensure economic prosperity by helping to speed up the time applicants have to wait to process development permits approved by the Planning Commission and/or City Council while still allowing an appeal period consistent with other cities in Orange County.

**ENVIRONMENTAL REVIEW:**

This request is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2)(the activity will not
result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3)(there is no possibility the activity in question may have a significant effect on the environment). The code amendment will only shorten the appeal period for land use decisions from 20 days to ten days (Attachment #2).

FINANCIAL ANALYSIS:

There is no financial impact associated with approving the proposed code amendment.

ATTORNEY REVIEW:

The Attorney for the City has reviewed the attached Ordinance.

PUBLIC NOTIFICATION:

The item was published in the Fountain Valley View and public notices were posted at City Hall, Recreation Center, and Fountain Valley Library.

ALTERNATIVES:

1. Introduce the attached Ordinance approving a Notice of Exemption in accordance with the California Environmental Quality Act (CEQA) and approving Code Amendment No. 20-05 to amend Fountain Valley Municipal Code (FVMC) Sections 21.08.060, 21.24.090, 21.28.090, 21.54.030, 21.60.050, 18.08.120, and 8.51.110 to change the 20 day appeal period for land use decisions to a ten calendar day appeal period.

2. Do not introduce the attached Ordinance approving a Notice of Exemption in accordance with the California Environmental Quality Act (CEQA) approving Code Amendment No. 20-05 to amend Fountain Valley Municipal Code (FVMC) Sections 21.08.060, 21.24.090, 21.28.090, 21.54.030, 21.60.050, 18.08.120, and 8.51.110 to change the 20 day appeal period for land use decisions to a ten calendar day appeal period.

3. Continue the request for additional information.

RECOMMENDED ACTION:

Staff recommends that the City Council select Alternative No. 1 – Introduce the attached Ordinance approving a Notice of Exemption in accordance with the California Environmental Quality Act (CEQA) and approving Code Amendment No. 20-05 to amend Fountain Valley Municipal Code (FVMC) Sections 21.08.060, 21.24.090, 21.28.090, 21.54.030, 21.60.050, 18.08.120, and 8.51.110 to change the 20 day appeal period for land use decisions to a ten calendar day appeal period.

Prepared By: Steven Ayers, Principal Planner

Approved By: Brian James, Planning and Building Director

Approved By: Rob Houston, City Manager
Attachments:  
1. Ordinance for Code Amendment No. 20-05  
2. Notice of Exemption  
3. Planning Commission Minutes of August 12, 2020
"Exhibit A"

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY APPROVING A CATEGORICAL EXEMPTION PER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND APPROVING CODE AMENDMENT (CA) NO. 20-05 TO AMEND THE FOUNTAIN VALLEY MUNICIPAL CODE (FVMC) SECTIONS 21.08.060, 21.24.090, 21.28.090, 21.54.030, 21.60.050, 18.08.120, AND 8.51.110 TO CHANGE THE 20 DAY APPEAL PERIOD FOR LAND USE DECISIONS TO A TEN CALENDAR DAY APPEAL PERIOD

WHEREAS, the Fountain Valley City Council adopted the Development Code Update on December 7, 2000; and

WHEREAS, FVMC Chapters 21.08.060, 21.24.090, 21.28.090, 21.54.030, 21.60.050, 18.08.120, and 8.51.110 establish an appeal period for land use decisions made by the Planning Director and Planning Commission of 20 days; and

WHEREAS, in the last five years the Planning Director has issued decisions on over 1,105 entitlements including minor variances, sign permits, administrative wireless permits, conditional use permit resolution reviews, banner permits, parking lot sales, special events, and seasonal sales; and

WHEREAS, in the last five years the Planning Director oversaw decisions on 11,911 building permits and plan checks without a single appeal; and

WHEREAS, in the last five years, the Planning Commission has issued over 220 final decisions on conditional use permits, development reviews, precise plans, tentative tract maps, and variances with only two (2) appeals; and

WHEREAS, in the last five years, the Planning Department has had to hold up building permit issuance on several projects that were ready to be issued due to the length of the code required 20 day appeal period; and

WHEREAS, the City of Fountain Valley General Plan Goal 2.12 is to enhance the City's economic base and business environment by assisting in the preservation, improvement, and intensification of existing commercial development; and

WHEREAS, the City of Fountain Valley is currently undergoing the effort of a General Plan Update; and

WHEREAS, the General Plan Advisory Committee (GPAC) has been formed to advise staff, the Planning Commission, and City Council in matters regarding the future General Plan; and

WHEREAS, the GPAC has provided input on values and issues for the General Plan Update; and
WHEREAS, preliminary values identified by GPAC included 'a fiscally sustainable municipal government' and 'economic prosperity,' and

WHEREAS, a survey of other cities in Orange County shows that appeal periods of land use decisions range from ten to 30 days; and

WHEREAS, California Government Code does not provide a minimum appeal period for zoning actions, but does provide a ten day appeal period for subdivision projects per California Government Code 66452.5; and

WHEREAS, a ten day appeal period is a standard convention based on other code sections, e.g., California Government Code 66452.5, and aligns with the public notice timelines; and

WHEREAS, a reduction in the City of Fountain Valley's appeal period from 20 days to ten days will enhance the City's economic base, provide for a fiscally sustainable municipal government, and help ensure economic prosperity by reducing the time applicants have to wait to process development permits approved by the City while still allowing an appeal period consistent with other cities in Orange County; and

WHEREAS, the Fountain Valley Planning Commission considered the proposed CA No. 20-05 at a duly noticed public hearing on August 12, 2020, and by a vote of ___ recommended the City Council ________ CA No. 20-05; and

WHEREAS, the proposed CA No. 20-05 has been publicly noticed in accordance with State Law and the Fountain Valley Municipal Code.

SECTION 1

The City Council hereby determines that CA No. 20-05 is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2)(the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3)(there is no possibility the activity in question may have a significant effect on the environment). Code Amendment No. 20-05 will only shorten the appeal period for land use decisions from 20 days to ten calendar days.

SECTION 2

The City Council finds that due notice of the public hearing on ________, 2020, conducted in the City Council Chambers, 10200 Slater Avenue, Fountain Valley, was given as required by the Fountain Valley Municipal Code, Title 21, and the State of California. Public notice of this hearing and a copy of the Planning Commission agenda were posted at City Hall, Recreation Center and the Fountain Valley Library.

SECTION 3

Pursuant to Fountain Valley Municipal Code section 21.34.050 the City Council does hereby find as follows:

1. The proposed amendment ensures and maintains internal consistency with the actions, goals, objectives and policies of the General Plan, and would not create
any inconsistencies with Title 21, in the case of a title amendment. The proposed amendment would help to enhance the City's economic base and business environment by assisting in the preservation, improvement, and intensification of existing commercial development (General Plan Goal/Policy 2.12.1). Additionally, the proposed amendment will meet the General Plan Advisory Committee's values and issues for the General Plan Update to provide for a fiscally sustainable municipal government and to ensure economic prosperity of the city. A reduction in the City of Fountain Valley's appeal period from 20 days to ten days will enhance the City's economic base, provide for a fiscally sustainable municipal government, and help ensure economic prosperity by reducing the time applicants have to wait to process development permits approved by the City while still allowing an appeal period consistent with other cities in Orange County.

2. The proposed amendment would not be detrimental to the public convenience, health, interest, safety or welfare of the city. The proposed amendment will both speed up the development process for applicants by shortening the appeal time from 20 days to ten days and still allow for an appeal period consistent with several other cities in Orange County.

3. The proposed amendment has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures as addressed in Section 1 above.

4. The proposed amendment is internally consistent with other applicable provisions of Title 21. Amendments to FVMC Sections 21.08.060, 21.24.090, 21.28.090, 21.54.030, 21.60.050, 18.08.120, and 8.51.110 regarding appeals for land use decisions will be internally consistent with other applicable provisions of Title 21.

SECTION 4

Section 21.08.060(f) is hereby amended to read as follows:

"... (f) Decision. The city staff shall review each application for reasonable accommodation and determine whether the application is complete. If the application is determined to be incomplete, city staff will promptly give written notice to the applicant of the additional information necessary to complete the application.

The planning director shall have the authority to consider and act on requests for reasonable accommodation. The director shall (1) approve the accommodation request, (2) approve the accommodation request subject to specified nondiscriminatory conditions, or (3) deny the request. A written determination shall be sent to the applicant by mail with factual findings, conclusions, and reasons for the decision. All written determinations shall give notice of the right to appeal and the right to request reasonable accommodation on the appeals process, if necessary. If no appeal application is submitted within twenty ten calendar days following the date the determination was rendered, the director's determination shall be final.

..."

SECTION 5
Section 21.24.090(i) is hereby amended to read as follows:

"...
(i) Decision. A decision on a sign permit application shall be in writing. If a sign permit application is denied, the decision shall state the reasons for denial.
(1) Denial by Director. If the application is denied by the director, the applicant shall have twenty ten calendar days to correct the deficiencies and resubmit the application without payment of additional fees. Alternatively, the applicant may appeal the director's decision in compliance with the provisions of Chapter 21.60 (Appeals) of this title.
(2) Denial by Sign Committee. If the application is denied by the sign committee, the applicant may appeal the denial to the planning commission within twenty ten calendar days of the committee's action in compliance with the provisions of Chapter 21.60 (Appeals) of this title.
...
"

SECTION 6

Section 21.28.090(a) is hereby amended to read as follows:

"...
(a) Administrative Permit. Wireless communications facilities that are fully assimilated to surroundings, or collocated on an existing antenna-supporting structure, may be approved with an administrative permit. The purpose of the administrative wireless communication facilities permit is to provide planning/building director review of wireless communication facilities to ensure they meet the intent of the development code and the general plan.
(1) Administrative Permit Procedure.
(A) An application for an administrative wireless communication facilities permit should be filed with the planning department. Application fees for said permit shall be set by a separate resolution.
(B) The planning/building director will make a decision regarding a completed application within sixty calendar days of receipt. This decision will be final twenty ten calendar days following the date of the decision unless an appeal is filed in compliance with Fountain Valley Municipal Code Chapter 21.60. A letter will be provided to the applicant describing the decision and any conditions of approval applicable to the project.
(C) The planning/building director may refer a request to the planning commission when the planning/building director determines that the project's complexity or the public interest warrants the referral.
...
"

SECTION 7

Section 21.28.090(d)(1) is hereby amended to read as follows:

"...
"
(1) The city acknowledges federal and state shot clocks which may apply to a proposed wireless communication facility. That is, federal and state law provide time periods in which the city must approve or deny a proposed wireless communication facility. As such, the applicant is required to provide the city written notice of the expiration of any shot clock, which the applicant shall ensure is received by the city (e.g., overnight mail) no later than twenty ten calendar days prior to expiration.

SECTION 8

Section 21.54.030 is hereby amended to read as follows:

"...
(a) Entitlements/Variances. A conditional use permit, development review, home occupation permit, precise plan of design, temporary use permit or variance shall become effective on the twenty-first eleventh calendar day following the date the decision is rendered by the applicable review authority.
(b) Plans/Amendments. Council actions to adopt or amend a development agreement, a specific plan, the zoning map, or this title shall become effective on the thirtieth day following the second reading by the council. An amendment to the general plan shall become effective immediately upon the council's action.
(c) Issued on the effective date. Certificates and/or other entitlements shall not be issued until the effective date, provided that no appeal of the review authority's decision has been filed, in compliance with Chapter 21.60 (Appeals) of this title.

"

SECTION 9

Section 21.60.050 is hereby amended to read as follows:

"...
(a) Timing and Form of Appeal.
(1) Appeal applications shall be submitted in writing and filed with the department or city clerk, as applicable to the review authority, on a city application form, before 5:00 p.m. of the twentieth tenth calendar day following the date the decision was rendered by the director or the commission, as applicable.
(2) An appeal by the original applicant from the decision of the commission shall be filed with the city clerk before 5:00 p.m. of the twentieth tenth calendar day following the date the decision was rendered by the commission. The council, by unanimous consent, may waive the twenty ten calendar day requirement, and allow the filing of a late appeal.
(3) Any interested and aggrieved party owning land within a five hundred-foot radius of the exterior boundaries of the property under consideration may file an appeal before 5:00 p.m. of the twentieth tenth calendar day following the date the decision was rendered.
(4) Appeal applications addressed to the commission shall be filed with the department, while appeals addressed to the council shall be filed with the city clerk.

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(5) The appeal application shall:
(A) Specifically state the pertinent facts of the case and the basis for the appeal;
(B) Be accompanied by the information identified in the department handout for appeal applications; and
(C) Be accompanied by the filing fee established by the city’s fee resolution.
(b) Delay of Proceedings. Filing of an appeal shall delay all proceedings associated with the matter subject to the appeal (e.g., issuance of a building or grading permit, etc.), pending the city’s final action on the appeal.
(c) Scheduling the Hearing. The director shall schedule the hearing within forty-five days of the filing of the appeal or the adoption by the commission or council of a motion to review an action, in compliance with Section 21.58.020 (Notice of Hearing) of this title and prepare a written report for consideration by the applicable review authority identified in subsection (a) of this section.
(d) Withdrawal. An appeal may not be withdrawn nor dismissed before the scheduled public hearing without approval of the director.
(e) Joining an Appeal.
(1) Only those persons who file an appeal within the twenty ten calendar day appeal period in compliance with subsection (a) of this section, shall be considered appellants of the matter under appeal.
(2) Any person who wishes to join an appeal shall follow the same procedures for an appellant in compliance with subsection (a) of this section.
(3) A person(s) shall not be allowed to join an appeal after the end of the twenty ten calendar day appeal period.
(f) Action. The appeal hearing shall be considered a hearing de novo and the review authority may consider any issue(s) associated with the appeal, in addition to the specific grounds for the appeal.
(1) When reviewing an appeal the review authority may:
(A) By resolution, affirm, affirm in part or reverse the action, the determination, or decision that is the subject of the appeal;
(B) Adopt additional conditions of approval deemed reasonable and necessary, and may even address issues or concerns that go beyond the subject of the appeal; or
(C) Disapprove the land use entitlement approved by the previous review authority, even though the appellant only requested a modification or elimination of one or more conditions of approval.
(2) If new or different evidence is presented on appeal, the commission or council, may, but shall not be required to, refer the matter to the director or commission, as applicable, for further consideration.
(g) Findings. When reviewing an appeal the review authority shall adopt findings in support of the intended action on the appeal. The nature of the findings shall be in compliance with the findings adopted by the original review authority (e.g., Conditional Use Permit—Chapter 21.36, Precise Plan of Design—Chapter 21.44, Variance—Chapter 21.50, etc.).
(h) Mailing of Resolution. The director or city clerk, as applicable to the level of review authority, shall mail a copy of the resolution to the appellant, the applicant (if not the appellant), the commission, and the council after the decision is rendered.

SECTION 10

Section 18.08.120 is hereby amended to read as follows:
"... Within fifteen days after completion of said hearing by the planning commission, the planning commission shall render its decision on the matter. The decision of the planning commission and any provision or restriction imposed shall be final unless an appeal in writing to the city council is filed with the city clerk in accordance with the appeal provisions of Title 21. If the application is approved and no appeal filed within the twenty ten calendar day stay period, the planning commission shall return the application to the planning and building department for the issuance of a permit noting the restrictions and the requirements imposed by the planning commission, and a certification that all necessary charges and fees have been paid. ...

SECTION 11

Section 8.51.110 is hereby amended to read as follows:

"... A shopping cart owner may appeal the imposition, denial or revocation of a shopping cart containment plan. The appeal must be submitted to the city clerk in writing within twenty ten calendar days of the date of mailing of the notice by the city informing the shopping cart owner of the imposition, denial or revocation of a cart containment plan. The appeal shall be accompanied by a nonrefundable fee to be set forth by city council resolution. Upon timely receipt of a written request for an appeal, the city manager or designee shall schedule a hearing which shall be held no later than thirty calendar days of receipt of the request for an appeal. The city manager or designee shall serve as hearing officer. At the hearing, the shopping cart owner shall be given the opportunity to present witnesses and relevant documentary evidence. The hearing will be conducted informally and the technical rules of evidence shall not apply. Any and all evidence which is deemed reliable, relevant and not unduly repetitious may be considered. The city manager shall provide the shopping cart owner with a written decision sustaining, reversing or modifying the shopping cart containment plan imposition, denial or revocation within ten calendar days after the hearing. The city manager's decision shall be final. ...

SECTION 12

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional.

SECTION 13

The City Clerk shall certify to the adoption of this ordinance and cause it to be published as required by law. This ordinance shall become effective thirty (30) days after the date of its adoption.
PASSED, APPROVED AND ADOPTED THIS ___ DAY OF __________, 2020.

ATTEST:

__________________________________________________________  _________________________________
City Clerk                                                 Mayor

APPROVED AS TO FORM

HARPER & BURNS LLP

_______________________________________________
Attorneys for the City
CITY OF FOUNTAIN VALLEY
Planning Department
10200 Slater Avenue, Fountain Valley, CA 92708
714-593-4425 – fountainvalley.org

Notice of Exemption

TO: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

FROM: City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708
County Clerk
County of Orange
12 Civic Center Plaza
Santa Ana, CA 92701

Project Title: 20 Day Appeal - Code Amendment No. 20-05
Project Location/Address: Citywide

Project Activity/Description: Code Amendment to Fountain Valley Municipal Code (FVMC) Sections 21.08.060, 21.24.090, 21.28.090, 21.54.030, 21.60.050, 18.08.120, and 8.51.110 to change the 20 day appeal period for land use decisions to a ten calendar day appeal period.

Public Agency Approving Project: City of Fountain Valley, Orange County, California
Project Applicant: City of Fountain Valley
Project Applicant’s Address: 10200 Slater Avenue, Fountain Valley, CA 92708 Phone Number: (714) 593-4425

Exempt Status: (check one):
☐ Ministerial (Sec. 21080 (b)(1); 15268);
☐ Declared Emergency (Sec. 21080 (b)(3); 15269 (a));
☐ Emergency Project (Sec. 21080 (b)(4); 15269 (b) (c));
☑ Categorical Exemption. State type and section number: 15060(c)(2) and 15061(b)(3)
☐ Statutory Exemptions. State code number: ____________________________

Reasons why project is exempt: Adoption of this Ordinance is exempt from CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3) as the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment and there is no possibility the activity in question may have a significant effect on the environment. The code amendment will only shorten the appeal period for land use decisions from 20 days to ten calendar days.

Lead Agency Contact Person: Steven Ayers, Principal Planner Contact Phone: 714-593-4431

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?: ☐ Yes ☐ No

Signature: ____________________________ Date: _______________ Title: Principal Planner

☑ Signed by Lead Agency ☐ Signed by Applicant
CITY OF FOUNTAIN VALLEY PLANNING COMMISSION MINUTES

CITY HALL COUNCIL CHAMBERS
10200 SLATER AVENUE
WEDNESDAY, AUGUST 12, 2020

REGULAR MEETING

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REGULAR MEETING

CALL TO ORDER: Chair Spear called the meeting to order at 6:00 p.m.

Chair Spear announced the city’s COVID-19 health and safety instructions for anyone wishing to attend a commission meeting in person and instructions on how to submit comments by email up until the close of the public hearing item.

SALUTE TO THE FLAG: Chair Spear led the flag salute.

ROLL CALL:
PRESENT: Gaston, Saad, Osborn, Spear
ABSENT: Farrell

APPROVAL OF MINUTES

- June 10, 2020

Action: Approve the Planning Commission meeting minutes of June 10, 2020, as submitted.

Motion: Osborn Second: Gaston
AYES: Gaston, Osborn, Spear
NAYS: None.
ABSTAIN: Saad

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

- Item 5 – Orange County Sanitation District - Changes to Conditions of Approval, pages 1 through 6.

PUBLIC HEARINGS

Chair Spear announced the city’s COVID-19 health and safety instructions for anyone wishing how to submit comments by email up until the close of the public hearing item.

1. Code Amendment No. 19-10 – Crossings Specific Plan
   An Amendment to the Fountain Valley Crossings Specific Plan pertaining to the following:
allocation of residential units, allowance of residential on the ground floor, setbacks, CEQA requirements, requirements for gym's and entertainment & recreation uses and additional minor edits. The City of Fountain Valley has completed an Addendum to the Crossings Specific Plan Final Environmental Impact Report (Final EIR) for the proposed amendments. The Planning Commission will conduct a public hearing to consider the adequacy of the Addendum and the merits of the proposed amendments to the existing approved Specific Plan.

Chair Spear opened the public hearing. Senior Planner Matt Jenkins presented the staff report and answered questions from the commissioners. No public comments received by email and no one in the audience wished to speak on this item. Chair Spear closed the public hearing.

Action: Adopt Alternative #1 and recommend that the City Council approve the request.

Motion: Saad Second: Osborn
AYES: Gaston, Osborn, Saad, Spear
NAYS: None.
ABSTAIN: None.

2. Code Amendment No. 20-05 – 20 Day Appeal Period
An amendment to FVMC sections 21.08.060, 21.24.090, 21.28.090, 21.54.030, 21.60.050, 18.08.120, and 8.51.110 to change the 20 day appeal period for land use decisions to a ten day appeal period and clarify that the period is calendar days. This request is exempt from environmental review pursuant to CEQA Guidelines sections 15060(c)(2) and 15061(b)(3).

Chair Spear opened the public hearing. Principal Planner Steven Ayers presented the staff report and answered questions from the commissioners. No public comments received by email and no one in the audience wished to speak on this item. Chair Spear closed the public hearing.

Action: Adopt Alternative #1 and recommend that the City Council approve the request.

Motion: Saad Second: Gaston
AYES: Gaston, Osborn, Saad, Spear
NAYS: None.
ABSTAIN: None.

3. Variance No. 333 – Orange County Water District (OCWD)
Petition submitted by OCWD to install a security fence at 18700 Ward Street. The fence will be located along the Ellis Avenue and Ward Street property lines, within the required 20-foot setback, and will be up to 9.5 feet tall, exceeding the maximum 8-foot height requirement. This request is exempt from environmental review pursuant to CEQA Guidelines Section 15303.

Chair Spear opened the public hearing. Principal Planner Steven Ayers presented the staff report and answered questions from the commissioners. No public comments received by email and no one in the audience wished to speak on this item. Applicant OCWD Engineer Fernando Almario was present to answer questions from the
commissioners. Planning Director Brian James distributed fence samples to the commissioners. Chair Spear closed the public hearing.

Action: Adopt Alternative #1 and recommend that the City Council approve the request.

Motion: Gaston Second: Saad
AYES: Farrell, Osborn, Spear, Gaston
NAYS: None.
ABSTAIN: None.

Petition submitted by Jessica Nguyen to deviate from the front yard landscape/hardscape requirements to install a new circular driveway at 10442 Warner Avenue. This request is exempt from environmental review pursuant to CEQA Guidelines Section 15301.

Chair Spear opened the public hearing. Principal Planner Steven Ayers presented the staff report and answered questions from the commissioners. No public comments received by email and no one in the audience wished to speak on this item. Chair Spear closed the public hearing.

Action: Adopt Alternative #1 approving this request.
Motion: Saad Second: Osborn
AYES: Gaston Osborn, Saad, Spear
NAYS: None.
ABSTAIN: None.

NEW BUSINESS

5. Development Review No. 20-02 - OCSD South Perimeter Improvements - 10844 Ellis
Petition submitted by Orange County Sanitation District to build a new west wall, new landscaping along west side of property, new guard shack and gates on the south side of the property, utility improvements.

Chair Spear opened the public hearing. Principal Planner Steven Ayers presented the staff report and answered questions from the commissioners. No public comments received by email and no one in the audience wished to speak on this item. Chair Spear closed the public hearing.

Action: Adopt Alternative #1 approving this request.
Motion: Saad Second: Gaston
AYES: Gaston, Osborn, Saad, Spear
NAYS: None.
ABSTAIN: None.

UNFINISHED BUSINESS

None.

PUBLIC COMMENTS
None.

COMMENTS FROM STAFF
None.

COMMENTS FROM COMMISSIONERS
Commissioners agreed that it is nice to see changes made in Crossings to get the area developed as times goes on to make the city better.

ADJOURNMENT
Chair Spear adjourned the meeting at 6:58 p.m. to the next scheduled Planning Commission meeting of September 9, 2020.

APPROVED

______________________    ______________________
Chairperson                Secretary
CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 15, 2020

SUBJECT: Public Hearing FY 2019-20 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

EXECUTIVE SUMMARY:

Title I of the National Affordable Housing Act of 1990, as amended, requires the City of Fountain Valley (City) to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD), summarizing the annual accomplishments of the City’s Community Development Block Grant (CDBG) program, and specifying how the CDBG funding was utilized. The City has completed its Fiscal Year (FY) 2019-20 CAPER in the format prescribed by HUD, which describes the programs implemented by the City in an effort to address the housing and community development goals and objectives outlined in its Consolidated Plan.

Staff is recommending that the City Council conduct a public hearing to obtain public input regarding the CAPER (Attachment 1), and, at its conclusion, approve the FY 2019-20 CAPER and authorize staff to submit the report to HUD for review and approval.

DISCUSSION:

One of the requirements for receiving CDBG funding from HUD is that recipients prepare a Consolidated Plan to govern the use of all federal funds. The Consolidated Plan is a five-year planning document that coordinates all elements of community development including housing, neighborhood improvement, economic development, and human services into a single plan, and serves to provide a unified vision of a community and its goals regarding the use of CDBG funding. The City of Fountain Valley submitted its five-year Consolidated Plan to HUD in May of 2015 and received approval of the report.

At the end of each fiscal year, HUD grantees are required to submit a report, in the format prescribed by HUD, which reviews and reports the programs implemented by the
City that address the community development needs and priorities outlined in its Consolidated Plan. This annual report is known as the CAPER. The City’s FY 2019-20 CAPER, reports on all Housing and Community Development programs and activities implemented by the City of Fountain Valley during FY 2019-20 and covers the fifth and final year of the 2015-19 Consolidated Plan.

The FY 2015-19 Consolidated Plan outlines the following priorities:

1. Improve and preserve existing residential neighborhoods by implementing home, infrastructure, and public facility improvements, and code enforcement programs.

2. Address the needs of persons with special needs through the provision of financial assistance to public service agencies, and the removal of architectural barriers to the physically challenged.

3. Provide affordable housing opportunities for renter households through an ongoing partnership with the Orange County Housing Authority.

4. Administer available federal, state and locally funded housing and community development grant programs, including providing fair housing services and ensuring compliance with applicable state and federal regulations.

Highlights of the City’s accomplishments in implementing the FY 2019-20 Housing and Community Development grant programs include:

1. 14 projects were completed under the City’s Home Improvement Program, consisting of nine rehabilitation grants, three rebates and two lead based paint grants at a total cost of $87,644.04 in CDBG funds.

2. 237 properties located within the City’s low-income CDBG target areas had code violations identified and abated at a cost of $55,421.92 in CDBG funds.

3. 699 persons/households were provided services from seven non-profit organizations funded by the Public Service Agency Grant Program. Programs included childcare scholarships, youth diversion services, congregate and home delivered meals for elderly, Ombudsman services for board and care residents, case management for developmentally disabled, and emergency and transitional shelter and services for domestic violence victims. $49,254.72 in CDBG funds were expended for these services.

4. 104 unduplicated households were assisted by the Fair Housing Council of Orange County, with the resolution of 357 issues between renters and landlords. Issues included security deposits, discrimination, substandard conditions,
harassment, unlawful detainers, etc. All issues were resolved without being referred to court or mediation at a cost of $4,800 in CDBG funds.

5. While not funded by CDBG, due to the partnership with the Orange County Housing Authority, 457 low-income renters received federally funded Section 8 vouchers in the City.

Accomplishments for the Small Business Employee Retention Grant (SBERG) funded by Cares Act funding, will be reported in next fiscal year's CAPER as the grants were distributed to businesses after the end of fiscal year 2019-20.

A public meeting of the Housing and Community Development Advisory Board (HCDAB) was conducted on September 2, 2020, to review the draft FY 2019-20 CAPER. The HCDAB unanimously voted to forward a recommendation to City Council to approve the CAPER and submit the report to HUD prior to the September 30, 2020 deadline. No public comments were received.

Staff is recommending that the City Council approve the FY 2019-20 CAPER and authorize staff to submit the report to HUD for review and approval by the September 30, 2020 deadline.

FINANCIAL ANALYSIS

There are no direct financial impacts created from the submission of the CAPER to HUD. Failure to submit the CAPER to HUD in a timely manner, however, could negatively impact the City's receipt of future federal grant funds.

ATTORNEY REVIEW:

City Attorney review is not required for this action.

PUBLIC NOTIFICATION:

A public notice announcing the public hearing was published in the Fountain Valley View on Thursday, August 27, 2020.

ALTERNATIVES:

Alternative No. 1: Conduct a public hearing to consider the City of Fountain Valley FY 2019-20 CAPER, and authorize staff to submit the final CAPER to HUD for approval by the September 30, 2020, deadline. It is further recommended that the City Council authorize the City Manager to execute all documents necessary to complete the submission of the report to HUD.
Council Action Request
Public Hearing – FY 2019-20 CAPER
September 15, 2020
Page 4

Alternative No. 2: Conduct a public hearing to consider the City of Fountain Valley FY 2019-20 CAPER, make any needed amendments to the report, and authorize staff to submit the final CAPER to HUD for approval by the September 30, 2020 deadline. It is further recommended that the City Council authorize the City Manager to execute all documents necessary to complete the submission of the report to HUD.

Alternative No. 3: Continue this item for further consideration. It should be noted, that the CAPER must be approved by City Council and forwarded to HUD prior to the September 30, 2020, deadline to ensure the City remains in compliance with HUD regulations and future CDBG funding is not jeopardized.

RECOMMENDATION:

Staff recommends the City Council approve Alternative No. 1 - Conduct a public hearing to consider the City of Fountain Valley FY 2019-20 CAPER, and authorize staff to submit the final CAPER to HUD for approval by the September 30, 2020, deadline. It is further recommended that the City Council authorize the City Manager to execute all documents necessary to complete the submission of the report to HUD.

Prepared By: Ashlyn Newman, Housing Coordinator
Approved By: Brian James, Planning and Building Director
Fiscal Review by: Jennifer Lampman, Finance Director
Approved By: Rob Houston, City Manager

Attachment 1: Draft FY 2019-20 CAPER
CITY OF FOUNTAIN VALLEY
FY 2019-20
CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)
CITY OF FOUNTAIN VALLEY

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

FY 2019-20

CITY COUNCIL

Cheryl Brothers, Mayor
Michael Vo, Mayor Pro Tempore           Steve Nagel, Council Member
Kim Constantine, Council Member         Patrick Harper, Council Member
                                           Rob Houston, City Manager

HOUSING AND COMMUNITY DEVELOPMENT ADVISORY BOARD

Susan Saurastri, Chair
Michael White, Vice Chair                Tess Bui, Board Member
Ramon Galvez-Arango, Board Member        Nick White, Board Member

HOUSING AND COMMUNITY DEVELOPMENT DIVISION

Brian James, Planning & Building Director
Ashlyn Newman, Housing Coordinator
Nikesha Hazel, Housing Technician
EXECUTIVE SUMMARY

The City of Fountain Valley (City) is an entitlement jurisdiction, receiving an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). As a recipient of CDBG funds, the City is required to prepare a five-year strategic plan that identifies housing and community needs, prioritizes these needs, identifies resources to address the needs, and establishes annual goals and objectives to meet the identified needs. This five-year plan is known as the Consolidated Plan. The purpose of the Consolidated Plan is to outline a strategy for the City to follow in using CDBG funding to achieve the goals of the CDBG program, “to develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for low- and moderate-income persons.” This Consolidated Annual Performance and Evaluation Report addresses the goals identified in the 2015-2019 Consolidated Plan that was approved in May of 2015.

The Consolidated Plan is created as a work plan that is divided into five separate planning and reporting cycles. Since factors such as decreases in funding are not usually known from year to year, the five-year goals must remain fluid and are adjusted on an annual basis.

Each year the City is required to provide the public and HUD with an assessment of its accomplishments toward meeting the priority goals outlined in the Consolidated Plan. This annual assessment is known as the Consolidated Annual Performance and Evaluation Report (CAPER). This document provides a review and evaluation of the City of Fountain Valley’s progress toward meeting the 2019-2020 annual goals and outcomes as outlined in the Action Plan for the Fiscal Year 2019-2020, as well as the larger five-year goals of the 2015-2019 Consolidated Plan. This report will summarize the City’s accomplishments for the time period July 1, 2019, to June 30, 2020.

The unexpected coronavirus pandemic (COVID-19) arising in mid-March 2020 had a substantial effect on the City’s Fiscal Year 2019-2020 CDBG program. Many program accomplishments were affected by the spread of COVID-19 across California and the subsequent government mandates set in place to slow down the spread. This report will identify program accomplishments that were lower, or higher, than expected due to COVID-19, as well as the modifications that were made to the Neighborhood Revitalization Program to continue to provide rehabilitation services to Low and Moderate-Income families during the crisis while complying with government mandates to ensure participant, and staff, safety.

In response to the pandemic, the CARES Act was passed by Congress that authorized HUD to distribute additional funding to entitlement communities to be used towards programs that
prevent, prepare for, and respond to coronavirus. These funds are designated as CDBG-CV funds. The City’s use of the CDBG-CV funds to provide assistance to members of the community effected by COVID-19 will also be included.

This document will provide the narratives and budget information for the activities during FY 2019-20 as well as a synopsis of the progress of achieving the goals of the Consolidated Plan.

The CAPER contains the following basic elements:

- It provides HUD with necessary information for the Department to meet its regulatory requirement to assess the City of Fountain Valley’s ability to carry out the CDBG Program in compliance with all applicable rules and regulations;

- It provides information necessary for HUD’s Annual Report to the U.S. Congress;

- It provides a description of the programs, projects and activities that the City of Fountain Valley has undertaken to address priority needs and local objectives during Fiscal Year 2019-20;

- It provides a specific description of all activities carried out using funds under HUD’s CDBG program;

- It provides a general description of activities planned utilizing other funds including Fountain Valley Housing Authority funds; and

- It provides the City of Fountain Valley an opportunity to describe and disseminate to its citizens the many successes of the program in meeting goals stated in the 2015-2019 Consolidated Plan.
CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This CAPER has been prepared to provide information to the residents of the City of Fountain Valley, interested persons, and HUD regarding the City’s use of federal grant funds to meet the priority needs identified in the City’s 2015 – 2019 Consolidated Plan. The CAPER focuses on annual goals and accomplishments for the period of July 1, 2019, through June 30, 2020. This reporting period covers the fifth and final year of the 2015-2019 Consolidated Plan cycle. (Note: Not all five-year goals were addressed during the 2019-20 report period).

During FY 2019-20, the City of Fountain Valley continued working toward meeting the goals outlined in the Consolidated Plan. In approximately March 2020, the unforeseen and impactful COVID-19 pandemic began affecting the City’s CDBG program. While the CDBG funded programs continued to operate, modifications were enacted to ensure programs complied with government mandates, and to prioritize community safety. Because of the spread of COVID-19 and the resulting safety protocols put in place, some program outcomes were less than anticipated, and some programs were higher than anticipated.

In April of 2020, HUD announced that the City would receive an additional $211,789 in CDBG funding from the CARES Act. These funds are designated as CDBG-CV funds and must be used specifically to prevent, prepare for, and respond to the coronavirus pandemic. The City established a Small Business Employee Retention Grant (SBERG) using the majority of the CDBG-CV funds; to assist small business owners that had sustained economic loss due to COVID-19, retain their low and moderate-income employees. The SBERG provided short-term capital to businesses so they could continue employing their low and moderate-income workers, while they remained open and provide services to the public. Because the City could not access the CARES Act funding until late in June 2020, the grants were not provided to businesses until July 1, 2020, therefore only the administration costs for the CDBG-CV will be shown in this CAPER and the accomplishments for the SBERG will be reflected in the Fiscal Year 2020-2021 CAPER.

Priorities such as providing supportive services for at-risk population groups were achieved through the funding of Public Service Agency (PSA) activities. These include programs that provide congregate and home delivered meal programs for seniors, emergency shelter and supportive services for domestic violence victims and their children, criminal diversion programs and daycare scholarships for youths, assist seniors with ombudsman services for residents of assisted living facilities, and caseworkers that assist with employment and self-sufficiency for developmentally disabled adults. Due to COVID-19, the PSA’s assisting the senior
community and daycare for youth had a drastic rise in the number of clients assisted for the year, while the remaining PSA’s remained fairly stable or provided slightly lower numbers of clients assisted than projected for the year. The PSA’s that reported lower numbers of clients assisted can be directly linked to the closure of schools and many businesses in March 2020 when California’s Stay At Home Order went into effect. Schools and businesses are generally the reporting or referral party for these types of services. It should be noted that the Council on Aging Orange County voluntarily withdrew from the PSA program at the end of Quarter 1. They received new funding from the state that precluded participation in local PSA programs.

The City also assisted low-income homeowners in making needed repairs on their homes in order to provide a safe and decent place to live through funding opportunities offered by the City’s Neighborhood Revitalization program. In response to medical restrictions set in place due to COVID-19, the City modified the Home Improvement Program to provide a Home Exterior Rehabilitation Grant that allowed applicants to continue to have the opportunity to receive rehabilitation services while minimizing outside intrusion into their homes. Many applicants to the program are elderly and hesitant to have city staff or contractors inside their homes while they were sheltering in place due to the pandemic. By modifying the program to focus on exterior repairs only, applicants were more comfortable with applying for funds during the crisis, and no longer needed to be concerned with having unfamiliar people in their homes, which is a higher risk for people over 65 years old.

The City also provided funding to Fair Housing Council of Orange County (FHCOC) to provide education and outreach to Fountain Valley residents regarding a variety of housing matters. FHCOC was also affected by COVID-19. After mid-March 2020, they were no longer able to provide in-person services or community workshops and education. They refocused their efforts to providing virtual workshops and education and continued to assist Fountain Valley tenants and landlords by providing telephone and email services. They assisted a greater number of clients than anticipated this year due to the economic effects that COVID-19 had on resident’s ability to pay rent. Both tenants and landlords requested information on evictions and other housing issues to ensure they were in compliance with eviction moratoriums and additional rent protections set in place by both the state and federal government. The number of fair housing issues in the second half of the fiscal year went up over 40% over the first half of the fiscal year. The number of issues specific to evictions and rental agreements went up over 100% in the second half of the year.

Highlights of the City’s accomplishments in implementing its FY 2019-20 Housing and Community Development Grant programs include:
• Owner Occupied Home Improvement – 14 loans, grants, rebates and lead grants were completed for owner-occupied, income eligible properties
• Fair Housing Services - 104 individuals assisted
• Code Enforcement – 237 properties with violations abated
• Emergency Housing and Services for Battered Women - 58 individuals/families assisted
• Disabled Services – 7 individuals assisted
• Senior Services – 495 individuals assisted
• Youth Services – 109 youths assisted

Progress on meeting goals

The City made consistent and effective strides towards meeting the goals of the Consolidated Plan. History shows that fully funding PSAs at the maximum 15% of the grant that is allowable per CDBG regulations is one of the best uses of the City’s grant dollars. PSAs in turn are able to leverage the funds to ensure the City’s grant dollars give maximum benefit to low income households and individuals. Over the term of this Consolidated Plan, the City reached 133% of the targeted goal of numbers assisted for Public Services other than LMI Housing Benefit. The Neighborhood Improvement Program and Code Enforcement programs are also top priorities for the City. The City’s Neighborhood Improvement Program has completed 79% of the projected outcome at the end of the Consolidated Plan. The City reached 65% of its five-year code enforcement goals at the end of this program year. Both Code Enforcement and the Neighborhood Improvement Program were effected by California’s Stay At Home Order and the necessary safety protocols established to slow the spread of the virus. These orders essentially prevented in-home visits and limited staff/contractors to exterior interactions. While not reaching the anticipated five-year goals, both programs assisted a significant amount of people and will continue to be supported with CDBG funds in the next plan cycle.

A continuing obstacle to Affordable Housing Development that all California cities face is the ongoing effects of the State of California’s elimination of redevelopment funding. Losing state redevelopment funding removed $1.5 million dollars from the City’s available housing funds per year since 2012. Despite this massive loss, the Fountain Valley Housing Authority (FVHA) was able to enter into an affordable housing agreement in FY 2018-19 with an established developer to build a 50-unit affordable housing apartment complex in the city. The City provided funding for this project came solely from the FVHA Low Moderate Income Housing Fund and will, unfortunately, be one of the few projects the City will be able to provide assistance to due to the elimination of the redevelopment funding. The developers are currently finalizing their funding and expect to break ground on the development at the end of 2020 with a projected lease-up date of 2022.

The overall goals and accomplishments for FY 2019-20 as well as the overall goals and accomplishments for the current Consolidated Plan cycle are seen in Table 1 on the following
Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1, below, documents the categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.
<table>
<thead>
<tr>
<th>Goal</th>
<th>Category</th>
<th>Source / Amount</th>
<th>Indicator</th>
<th>Unit of Measure</th>
<th>Expected – Strategic Plan</th>
<th>Actual – Strategic Plan</th>
<th>Percent Complete</th>
<th>Expected – Program Year</th>
<th>Actual – Program Year</th>
<th>Percent Complete</th>
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<td>Actual – Strategic Plan</td>
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<td>Expected – Program Year</td>
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<td>Source/Amount</td>
<td>Indicator</td>
<td>Unit of Measure</td>
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<td>Actual – Strategic Plan</td>
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<td>Expected – Program Year</td>
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<td>50</td>
<td>58</td>
<td>116%</td>
</tr>
</tbody>
</table>

Table 1 - Accomplishments – Program Year & Strategic Plan to Date
Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The following priorities are outlined in the five-year Consolidated Plan:

- Improve and preserve existing residential neighborhoods by implementing home, infrastructure, and public facility improvements, and code enforcement programs.
- Address the needs of persons with special needs through the provision of financial assistance to PSAs, and the removal of architectural barriers to the physically challenged.
- Provide affordable housing opportunities for renter households through an on-going partnership with the Orange County Housing Authority.
- Administer available federal, state and locally funded housing and community development grant programs, including providing fair housing services and ensuring compliance with applicable state and federal regulations.

Funding priorities for FY 2019-20 were established based on the extent of the need, the availability of other funding sources to address those needs, and whether a similar program was offered by other entities. The City has determined the most effective use of funds are to fund PSAs at the maximum 15% cap and to utilize the majority of remaining CDBG funds toward offering rehabilitation grants, rebates and loans to income qualified residents to provide decent and sanitary housing and to provide code enforcement in CDBG eligible areas to ensure a suitable living environment.

The City of Fountain Valley provided grants to PSAs who provide a number of programs to assist low- and moderate-income households with services that they may not otherwise be able to afford to assist with affordable housing issues. In FY 2019-20, 699 residents received services. Services included childcare scholarships, youth diversion services, congregate and home delivered meals for elderly, Ombudsman services for board and care residents, case management for developmentally disabled, and emergency and transitional shelter and services for domestic violence victims. The expenditure for PSA services was $49,254.72. It should be noted that Council on Aging Orange County who provided ombudsman services for board and care residents, voluntarily withdrew from the City’s PSA program after the first quarter. They received funding from the state that precluded receiving grants from local programs. Additionally, Waymakers did not use approximately $60.00 that was granted to their juvenile diversion program. This is due to the slightly lower number of clients assisted because of school closures. School personnel are a primary referral source for their services.
The City of Fountain Valley administered a number of programs to assist low- and moderate-income households with affordable housing issues. The total expenditures for Housing Programs was $143,065.96 and included the following programs:

- **Neighborhood Preservation Program** - This program provided nine single-family home and mobile home grant, and three single-family home and mobile home rebates. The expenditures for this activity including program administration totaled $86,944.04.

- **Lead Based Paint Hazard Grant Program** - This program grants funds necessary for the testing and remediation of lead based paint hazards in the home. In 2019-20, two homes were tested for lead based paint hazards. The expenditure for the activity was $700.00.

- **Code Enforcement Program** – This program helps preserve the housing stock by responding to complaints about various municipal code violations in the designated low-mod census tracts. In 2019-20, Code Enforcement abated 237 municipal code violation cases. The amount expended on this activity was $55,421.92.

CDBG regulations allows no more than 20% of the total grant to go towards Administration of the FY 2019-20 CDBG entitlement allocation. This amount includes the cost of providing fair housing services to city residents. For the fiscal year, a total of $52,109.79 was expended on administrative costs and an additional $4,800 was spent to provide fair housing services to city residents. The total cost of Administration of the FY 2019-20 entitlement allocation was $56,909.79. A total of $20,044.05 was expended on administration costs for the CDBG-CV allocation.

The Fair Housing Council of Orange County (FHCOC) provided fair housing services that includes community education regarding issues such as fair lending practices, tenant's rights and housing discrimination. The FHCOC also investigates cases of home mortgage discrimination and other fair lending practices. They host workshops regarding fair housing for both landlords and tenants and attend community events to provide information for residents. FHCOC prepares an annual update to the Regional Analysis of Fair Housing Impediments (AI) report for the City of Fountain Valley, which is attached to this report. During FY 2019-20, FHCOC assisted 104 households with issues and questions regarding housing matters during this reporting period.

In March of 2020, COVID-19 became an issue across the nation. Governor Newsome issued a statewide Stay-At-Home Order to anyone that was not identified as an employ of an essential business. Many businesses across the City that were allowed to remain open struggled financially due to the lack of revenue. In response to this need, the City used the CDBG-CV
funding to develop a grant program for small business that had been economically effected by COVID-19 to assist them with 75% of the payroll costs of their low and moderate-income workers, to keep them employed during the crisis. The Small Business Employee Retention Grant Program was the primary activity for the CDBG-CV funding to date. The accomplishments will be reflected in next fiscal year’s CAPER.
CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

<table>
<thead>
<tr>
<th></th>
<th>CDBG</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>404</td>
</tr>
<tr>
<td>Black or African American</td>
<td>14</td>
</tr>
<tr>
<td>Asian</td>
<td>207</td>
</tr>
<tr>
<td>American Indian or American Native</td>
<td>0</td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islanders</td>
<td>10</td>
</tr>
<tr>
<td>Multi-racial</td>
<td>34</td>
</tr>
<tr>
<td>Total</td>
<td>669</td>
</tr>
<tr>
<td>Hispanic</td>
<td>110</td>
</tr>
<tr>
<td>Not Hispanic</td>
<td>559</td>
</tr>
</tbody>
</table>

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

34 families that were assisted with CDBG funds identified as multi-racial which is not a category in the HUD software. The multi-racial category was added to Table 2 in order to account for all individuals that were assisted. Based on the data from Table 2, the racial breakdown of households assisted with CDBG funding is:

- White - 60%
- Black or African American - 2%
- Asian - 31%
- American Indian or American Native - 0%
- Native Hawaiian or Other Pacific Islander -1%
- Other - multi-racial 5%

Of the 669 families, 16% identified as Hispanic.

The latest United States Census Bureau estimates from July 1, 2018, approximates the following racial breakdown for the City of Fountain Valley:

- White - 56%
- Black or African American - 0.5%
- Asian – 33%
- American Indian/Native Alaskan - .5%
• Other – 10%
• Identify as Hispanic - 16.6%

According to the Consolidated Plan, no racial or ethnic group is disproportionately experiencing HUD identified “housing problems.” It appears that households racially identifying as White or Black or African American take advantage of the services at a slightly higher percentage rate than other racial groups in the City of Fountain Valley.
CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Source</th>
<th>Resources Made Available</th>
<th>Amount Expended During Program Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG</td>
<td>public - federal</td>
<td>$493,302.00</td>
<td>$249,230.47</td>
</tr>
<tr>
<td>Other - CDBG-CV</td>
<td>public - federal</td>
<td>$211,789.00</td>
<td>$ 20,044.05</td>
</tr>
</tbody>
</table>

Table 3 - Resources Made Available

Narrative

The City received $328,762 for the FY 19-20 CDBG entitlement grant. $164,540 from previous year’s funding was budgeted with the FY 19-20 grant for a total of $493,302 in available funds. The City had $158,00 in program income during this reporting period. A total of $249,230.47 of CDBG funds were expended in FY 19-20 for the implementation of various community development programs and activities. The City also received an additional $211,789 from the CARES Act to (CDBG-CV) be used to address coronavirus issues. $20,044.05 was expended in CDBG-CV funding for grant administration. The grant funding to qualified businesses as part of the Small Business Employee Retention Grant (SBERG) was not distributed until July 2020, and will be reflected in next year’s CAPER.

Identify the geographic distribution and location of investments

<table>
<thead>
<tr>
<th>Target Area</th>
<th>Planned Percentage of Allocation</th>
<th>Actual Percentage of Allocation</th>
<th>Narrative Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG ELIGIBLE EXCEPTION CRITERIA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDBG/Code Enforcement Eligible</td>
<td>50</td>
<td>25</td>
<td>Code Enforcement</td>
</tr>
<tr>
<td>Exception Criteria</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City-Wide</td>
<td>50</td>
<td>75</td>
<td>Remainder</td>
</tr>
</tbody>
</table>

Table 4 – Identify the geographic distribution and location of investments

Narrative

For both the PSA program and the Neighborhood Home Improvement Program, services were not limited to the CDBG eligible Areas. This is because areas of the City outside of the CDBG target areas can benefit from activities, i.e., a person/household can benefit from a federally assisted program provided they meet the program’s eligibility criteria. Eligibility is established by household income and household size. This information is collected by the nonprofit organizations through their intake process as well as city staff when determining income eligibility for the Neighborhood Improvement Program.
Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The CDBG Program is leveraged by various funding sources. The highest ratio of leveraging CDBG funds is the PSA Program. The non-profit organizations receive funds from private, federal, state and local funds. The CDBG funds are generally a very small portion of the overall funding for these agencies. These organizations provide the greatest amount of service for the CDBG funds spent.

The PSA program allows the City to leverage its CDBG funds with the wide array of funding that is utilized by the various nonprofits. This leveraging allows low-income Fountain Valley residents access to services that they may not have an opportunity to receive otherwise. The services include programs for battered women and children, youth criminal diversion programs, youth services, and senior meals.

To offset PSA program costs, the City provides use of the Senior Center for the senior meal program and provides office space at the police department to assist with the youth criminal diversion program.

Examples of other leveraged funds come from eligible homeowners that use their personal funds to pay for a rehabilitation project and receive 50% back in CDBG funds as a rebate. Code Enforcement CDBG funds are also leveraged by general funds.

The City does not participate in any programs that have matching requirements.
CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction’s progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

<table>
<thead>
<tr>
<th>One-Year Goal</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Homeless households to be provided affordable housing units</td>
<td>50</td>
</tr>
<tr>
<td>Number of Non-Homeless households to be provided affordable housing units</td>
<td>0</td>
</tr>
<tr>
<td>Number of Special-Needs households to be provided affordable housing units</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>50</strong></td>
</tr>
</tbody>
</table>

Table 5 – Number of Households

<table>
<thead>
<tr>
<th>One-Year Goal</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of households supported through Rental Assistance</td>
<td>440</td>
</tr>
<tr>
<td>Number of households supported through The Production of New Units</td>
<td>0</td>
</tr>
<tr>
<td>Number of households supported through Rehab of Existing Units</td>
<td>15</td>
</tr>
<tr>
<td>Number of households supported through Acquisition of Existing Units</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>455</strong></td>
</tr>
</tbody>
</table>

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting

Interval House Crisis Shelter, as a sub-recipient of a grant provided through the PSA program, was able to provide Emergency and Transitional Housing to 58 domestic violence victims who otherwise would not have a place to live. As noted on Table 5, this exceeded their established goal.

The City also collaborates with Orange County Housing Authority who administers the voucher assistance program for the city. This ensures that rental assistance is made available to the most disadvantaged households in the city and helps provide rental assistance to special needs populations to ensure they have affordable housing. As noted on Table 6, the amount of vouchers issued was higher than the one-year goal.
As noted on Table 6, the City reached 80% of its annual goal for the projected number of households supported through the Rehab of Existing Units. The program was effected by COVID-19 in the last four months of the fiscal year and several projects were temporarily stalled. The most significant and uncontrollable factor in meeting the rehabilitation goals are the number of qualified applications the City receives. To this end, the City continued to market the Home Improvement Program by conducting presentations at City Council meetings, publishing articles in community newsletters, mailing targeted letters to homes with deferred maintenance, and posting program information and availability on the City’s social media pages and website. Lastly, the program was showcased on the Mayor’s Weekly Video Update that is posted on YouTube, the City’s website and disseminated through the City’s social media accounts.

**Discuss how these outcomes will impact future annual action plans.**

In future annual action plans, the City will continue to focus on providing grants to a wide variety of PSAs to assist the underserved, and to offer grants, rebates and loans to low-income homeowners for rehabilitation of their homes, as the City has had measured success with these programs. The City has already modified the Home Improvement Program due to COVID-19 so rehabilitation projects can continue to be completed while complying with all COVID-19 safety protocols.

Code enforcement in eligible areas will also be utilized as it continues to be an effective tool to address issues of deteriorated or deteriorating properties, and to ensure that all properties obtain building permits when required, to support safety of all residents.

While CDBG funds can be used to assist with renovations and creation of new public facilities and capital projects in the targeted neighborhoods, other priority community needs, such as housing and human services, must also be considered and will be prioritized due to the limited amount of CDBG funds that are available.

One of the main obstacles to meeting low-income and underserved households is that the funding received from CDBG is not sufficient to have an impact on the development of new housing units, which, because redevelopment funds from the state are no longer available, makes the creation of affordable housing difficult. Economic growth over the past decade has also had a serious impact on the cost of land to develop affordable housing. There is a real struggle for affordable housing developers to purchase land to successfully produce housing units at an affordable cost without financial assistance from the City. The City reduced its goals with the assumption that sufficient funds would not be available in the near future.
Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

<table>
<thead>
<tr>
<th>Number of Households Served</th>
<th>CDBG Actual</th>
<th>HOME Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low-income</td>
<td>76</td>
<td>0</td>
</tr>
<tr>
<td>Low-income</td>
<td>458</td>
<td>0</td>
</tr>
<tr>
<td>Moderate-income</td>
<td>22</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>556</td>
<td>0</td>
</tr>
</tbody>
</table>

Table 7– Number of Households Served

Narrative Information

City of Fountain Valley funds programs and projects through the PSA Grant Program, Neighborhood Revitalization Program and Fair Housing Council of Orange County to households with income levels that are 80% or less of the median County income. 457 vouchers for rental assistance were provided by OCHA in Fountain Valley, which includes regular Housing Choice Vouchers, Veterans Affairs Supportive Housing Vouchers, Non-Elderly Disabled Vouchers, Family Unification Vouchers, Family Self-Sufficient Vouchers and Port-in Vouchers from other Housing Authorities. Of this amount, 346 vouchers were for elderly households and 45 were for non-elderly disabled households. All OCHA voucher recipients qualify as low-income.

The number of households served in Table 7 include households assisted by OCHA, Interval House Shelter and the City’s Neighborhood Revitalization Program.
CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction’s progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City supports the County of Orange in its Continuum of Care Program (CoC) that administers the homelessness strategy on a countywide approach. The CoC has restructured its governance so that functions are performed by either the Continuum of Care Board or the Commission to End Homelessness. They have also done extensive updating of their data initiatives to better assess the information collected to assist in implementing programs in the most efficient and cost effective manner.

The City of Fountain Valley participated in the 2019 Point in Time (PIT) count. This is a bi-annual tally of people without a home that determines the number of unduplicated persons that were homeless in shelters and on the streets in Orange County on a particular night. The results of the count shape the county’s approach to ending homelessness. The data was collected on January 22, 23 and 24, 2019, using a new GIS application that collects unique ID data to ensure that there were no duplications in the three-day process. The PIT count determined that on those nights, there were a total 6,860 people homeless and in shelters in Orange County. This is 43% higher than the 2017 PIT count that was 4,792 people countywide. The 2019 unsheltered population was 3,961 persons, while the sheltered population was 2,208 persons. 691 more homeless people were sheltered in 2019 than in 2017.

The Orange County Continuum of Care has divided the county into three Service Planning Areas (SPA’s) to better utilize resources. The City of Fountain Valley is in the Central Planning SPA. During the 2019 Point in Time count, there were 1,827 unsheltered homeless and 1,505 sheltered homeless in the Central SPA. In Fountain Valley, there were 28 unsheltered and 14 sheltered homeless.

The Orange County Health Care Agency also provides Crisis Assessment Teams and Psychiatric Emergency Response Teams countywide to assist with the mental health needs of the homeless community. The Fountain Valley Police Department has a Mental Health Counselor from OCHCA that rides with the Homeless Liaison Officer every week. They try to contact as many homeless people as possible in the city to let them know about services and programs available to assist them. Often times a homeless individual will not accept assistance initially, but, after developing a good relationship with the police officer and the mental health counselor, are
more inclined to accept services that could potentially get them off the street and into shelter.

Addressing the emergency shelter and transitional housing needs of homeless persons

Fountain Valley is a member of and supports the CoC Program. The CoC system serves the needs of the homeless through a mix of diverse housing/service providers that include nonprofit organizations (faith-based and community-based), federal, state, and local governmental agencies, public housing authorities, local businesses, schools and universities, law enforcement, private donors, and homeless/formerly homeless persons. Through these partnerships, Orange County is able to garner the resources to leverage federal McKinney-Vento Homeless Assistance Act funds and fill gaps in the system of care for the region’s homeless and those at risk of homelessness.

Orange County saw a 121% increase in the number of emergency shelter beds from 2017 to 2019. This added an additional 1,390 beds for a total of 2,539 beds. Currently Orange County has 2,539 Emergency Shelter beds and 1,135 Transitional Housing beds available for homeless.

The City also funds Interval House with CDBG funds through the PSA grant. Interval House offers emergency and transitional housing to domestic violence victims who otherwise be homeless. Last year Interval House assisted 58 women with emergency shelter and support. They also assisted 88 clients with 24-hour crisis counseling and 293 clients with community outreach and education. In-person client services and community outreach was reduced after mid-March due to the Stay at Home Order and the subsequent COVID-19 safety protocols.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Fountain Valley is continuing to work with County of Orange in the development of the CoC region wide system through involvement with nonprofit organizations (including those representing persons with disabilities), government agencies, public housing agencies, community and faith-based organizations, other homeless providers, service providers, housing developers, private health care organizations, businesses and business associations, law enforcement and corrections agencies, school systems, private funding providers, and homeless or formerly homeless persons. The CoC system addresses the specific needs of each homeless subpopulation: those experiencing chronic homelessness, veterans, persons with serious
mental illnesses, persons with substance abuse issues, persons with HIV/AIDS, persons with co-occurring diagnoses (may include diagnoses of multiple physical disabilities or multiple mental disabilities or a combination of these two types), victims of domestic violence, youth, and any others.

During the 2019-2020 reporting period, Fountain Valley allocated the maximum allowable amount of CDBG funds to public service programs. While some of the organizations funded do not directly serve the homeless, many of their activities help prevent homelessness. These activities include counseling programs for victims of domestic violence and at-risk youth, youth services, elderly services and ombudsman services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Fountain Valley Police Department (FVPD) refers homeless persons to a number of shelters in Orange County. FVPD has established a Homeless Liaison Officer who keeps track of the homeless in the community. A mental health counselor rides along with the officer once a week making regular contact with the homeless within the city, and offering services to assist them in getting off the street. The team has developed relationships with homeless individuals and has had some success transitioning anyone interested into transitional or permanent housing. The 2019 Point in Time count recorded Fountain Valley as having 28 unsheltered and 14 sheltered homeless.

One issue often encountered is the fact the homeless population in the City is somewhat transient. Many homeless, including those living in vehicles, may be in the City one day, and gone the next. The team may initiate contact with homeless individuas to offer services, and later they cannot be located for follow up. FVPD also refers victims of domestic violence that have become unexpectedly homeless to emergency shelters, some of which are funded by the City’s PSA grants.

In order to further assist connecting people experiencing homelessness with additional supportive services offered in Orange County, 2-1-1 Orange County or www.211oc.org has created a “Comprehensive Resource Guide for Orange County”. This virtual one-stop resource guide puts clients in contact with organizations offering supportive services such as substance abuse treatment, mental health services, veterans services, health care, employment services,
legal services, disability services, senior services, transportation and shower facilities. Staff routinely makes referrals to 2-1-1 Orange County for those clients seeking information.

Outside of the CDBG program, the Fountain Valley Housing Authority has provided funding for a 50-unit affordable housing apartment complex that will have eight (8) units set aside for permanent supportive housing for Veterans Affairs Supportive Housing (VASH) recipients. The developer is currently completing their project financing and anticipates breaking ground in November 2020 with units available for lease in summer of 2022.
CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

There are no public housing units located in the City of Fountain Valley.

The City of Fountain Valley collaborates with OCHA to provide affordable housing opportunities through the provision of HUD Section 8 Rental Assistance to extremely low and very low-income persons/households including seniors, disabled persons and persons with special needs with HUD Section 8 Rental Assistance Vouchers. In FY 2019-20, 457 vouchers were issued to Fountain Valley households.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

There are no public housing units located in the City of Fountain Valley; therefore, no actions are being taken.

Actions taken to provide assistance to troubled PHAs

There are no public housing units located in the City of Fountain Valley; therefore, no actions are being taken.
CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The major barrier to achieving affordable housing goals is the exorbitant cost of existing housing and the increasingly high cost of housing construction and land costs. Another major factor is the lack of available land that would produce an economically viable option for production of housing for low and moderate-income households.

In 2016, the City passed an ordinance permitting transitional and supportive housing by-right in all residential zones in an attempt to dissolve barriers to the operation of transitional and supportive housing in the city.

The City also modified the Harbor Boulevard South Island Specific Plan in 2017 to allow affordable housing units to be developed by-right. In FY 2018-19, the Fountain Valley Housing Authority entered into an Affordable Housing Agreement with affordable housing developer, The Related Companies California, to develop a 50-unit affordable housing apartment complex in Fountain Valley. The complex will have eight of the units dedicated to Permanent Support Housing for VASH recipients. The developer has received a tax credit reservation and is currently working on finalizing the remaining financing. They anticipate breaking ground for the development in November of 2020 with a potential lease-up date of summer 2022.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City utilizes its entire PSA budget to fund services for underserved individuals in our community. The PSA Grants provide CDBG funds to agencies that have programs for many of the underserved communities including the low and moderate-income elderly, disabled adults and youth.

The City also supports many County programs that are designed to provide a level of care that allows persons with extremely low incomes to receive assistance such as food, shelter, medical needs. There are also private efforts that the City collaborates with such as low-income utility discount programs.

To assist the underserved elderly frail/elderly population, the City monitored 154 units of rental housing for very low and low-income seniors and collaborated with the Orange County Housing Authority who provided Section 8 vouchers to 346 very low-income seniors. The City provided
CDBG funds through the PSA Program to: Meals on Wheels (formerly Community SeniorServ) that provided delivered meals over the year to 45 homebound seniors and provided congregate meals at the senior center for 439 low-income city residents; an additional 11 frail, elderly residents living in long-term care facilities received ombudsman services during the first quarter of the fiscal year from Council on Aging Orange County (COAOC). COAOC voluntarily terminated their grant agreement after the first quarter because they received a state grant that precluded local program funding. The City continued to enhance senior lives by offering programs at the Fountain Valley Senior Center that stimulate and educate seniors; and by providing a number of exercise programs for the senior with limited mobility. The senior center also provides health screenings, financial classes and educational classes to help educate seniors about those important aspects in their lives. Both Meals on Wheels senior meal programs modified their services in March 2020 due to the constraints the pandemic had on their programs. The Congregate Meal program was changed to a drive thru meal pick up program, and services were expanded for the additional number of home delivery clients that required services due to COVID-19.

Through the partnership with Orange County Housing Authority, 457 Section 8 vouchers were provided to very low-income individuals with physical and mental disabilities. Additionally, the City continued to ensure all accessibility features are installed during construction of new housing units in compliance with Fair Housing requirements. Lastly, the City provided grant monies to Elwyn California who provided case management to seven developmentally disabled individuals with mental impairments.

**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

The City has implemented lead based paint hazard testing and/or risk assessment on every home rehabilitation project utilizing CDBG funds.

The City will continue to offer Lead Based Paint Hazard Grants that allows qualified applicants to receive a grant for lead-based paint hazard reduction as part of home improvement program assistance, if needed. For FY 2019-20, two homes were tested for lead-based paint hazards. No lead hazards were found. Many of the home receiving assistance were tested in the previous fiscal year or were exempt from the lead testing requirement. If a home were found to have a lead-based paint hazard, the grant would cover the cost to abate the problem.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

According to American Community Survey 2018 data estimates, the percentage of residents with income beneath the poverty level in the State of California was 15.1% (+/- 0.1%). In
comparison, the percentage of residents in Fountain Valley with income below the poverty line was 8.7 % (+/-1.6 %). The survey also showed that 3.4% of all Californians received public assistance income. In Fountain Valley, the public assistance rate was 1.9%. Both of these statistics show that Fountain Valley has fewer poverty-level families than the state average.

The City utilizes its entire public service budget to supply grants that assist underserved individuals, which includes residents living below poverty level. The Public Service Program provides programs for low and moderate-income elderly, disabled adults and youth. The City also provide grants, rebates and low interest deferred payment loans to low-income homeowners to assist with any necessary repairs on their owner-occupied property to keep their properties safe and sanitary.

The City also supports many County programs that are designed to provide a level of care that allows persons with extremely low incomes and below to receive assistance such as food, shelter, medical needs. This includes collaborating with private companies to support programs such as low-income utility discount programs. The City continues its partnership with OCHA to provide rental assistance to low-income households.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The City of Fountain Valley’s Planning and Building Department serves as the lead agency for the implementation of all programs/projects/activities outlined within the Consolidated Plan and subsequent Annual Action Plans. The department is comprised of the Housing and Community Development (HCD) Division, Building Division, Code Enforcement, and the Planning Division. Additionally, the City continued to participate in efforts to work collectively and cooperatively with other Orange County jurisdictions by participating in countywide efforts for all housing programs.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City of Fountain Valley does not operate any public housing; however, relationships with both private for-profit developers and non-profit public service providers remain active as the City continues to implement its community development programs. In order to maintain and enhance existing relationships between public, private and non-profit organizations, the City of Fountain Valley will continue to participate in all local and regional information and referral meetings between agencies.

The City continues to support and encourage efforts of the OCHA to coordinate private housing
resources and social service agencies’ programs.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

In 2015, the City collaborated with 15 other Orange County cities to develop a Regional Analysis of Impediments to Fair Housing Choice as required by HUD every five years. The AI provides: 1) an overview of laws, regulations, and administrative policies and procedures; 2) an assessment of how those laws affect the location, availability, and accessibility of housing; and 3) an assessment of conditions, both public and private, affecting fair housing choice.

To ensure Fountain Valley residents have no-cost access to expert advice regarding fair housing, the City funds Fair Housing Council of Orange County (FHCOC) who provides Fair Housing services in the City of Fountain Valley. During FY 2019-20, FHCOC handled a total of 104 general housing and discrimination complaints and inquiries from City residents and property owners. 357 possible violations were received from the 104 inquiries. The most common complaints were regarding rental agreements (64), 3-Day Notice/Pay (40), household repairs (30), and 30-day and 60-day notice questions (41). FHCOC had a 100% success rate in resolving issues without requiring any referee assistance or legal action.

Additionally, the City sponsored several fair housing workshop sessions in the first half of the year that were open to the public for FHCOC to present information to both landlords and tenants. FHCOC also participated in city-sponsored events providing educational information and assistance to both landlords and tenants. Beginning in March of 2020, due to COVID-19, FHCOC could no longer provide in-person activities and moved their educational programs and workshops to a virtual setting providing the same information online.

FHCOC provides an annual report detailing the City’s and FHCOC accomplishment addressing Fair Housing. Please see the attached Fair Housing Council of Orange County Analysis of Impediments FY 2019-20 Accomplishments report.

In the spring of 2019, the City of Fountain Valley collaborated with all Orange County cities and the County of Orange to develop a Regional Analysis of Impediments (AI) to Fair Housing Choice for the 5-year period that covers HUD program years 2020-2024.
CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

**HCD Staff** - The HCD department prepares an annual report, known as the CAPER, which includes a financial analysis of all HUD, funded activities and programs and an evaluation of each program's performance in meeting its programmatic expenditure goals and outcomes.

Staff monitors every project, including home rehabilitation and PSAs, to ensure compliance with CDBG regulations. Staff conducts on-site annual audits for all sub-grantees and on-site progress inspections throughout each home rehabilitation project.

**Housing and Community Development Advisory Board** – The Housing and Community Development Advisory Board (HCDAB) meets on a regular basis to review programs and procedures related to the CDBG. Each year, the HCDAB is presented with the CAPER for review.

**City Council** - The City Council reviews the City's CAPER on an annual basis and conducts a public hearing to receive comments from stakeholders.

**Quarterly Reports**: On a quarterly basis, the HCDAB is presented with a report that summarizes the accomplishments of PSAs funded under the City's PSA Grant program.

**IDIS**: Integrated Disbursement and Information System – All funds to be drawn are reviewed by the Finance Department prior to the authorization of the draw of funds from HUD.

**Monitoring changes due to COVID**

Monitoring activities were able to remain primarily the same other than on-site monitoring. Fiscal year 2019-20 on-site audits were conducted remotely. The PSA's supplied necessary information to city staff to evaluate their programs compliance with CDBG regulations. Public Hearings continued to be conducted and the public was advised how to participate via email. Information was provided to the public on how to watch City Council meetings online, or on cable, if they chose not to attend in person. Social distancing and masks were required at all public events.
Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A Notice of Availability of the City of Fountain Valley’s FY 2019-20 CAPER and dates of public meeting and public hearing was published in the Fountain Valley View on August 27, 2020. The FY 2019-20 CAPER was made available to the public for a 15-day period commencing on August 27, 2020, and ending on September 15, 2020. The Public Notice advised of a public meeting in front of the HCDAB on September 2, 2020, and a public hearing in front of the City Council on September 15, 2020. The draft CAPER was posted on the City of Fountain Valley’s website and made available via email by request. The Public Notice provided an email address for public comment for those not wanting to attend in person and advised of how to view the Council meeting online or on cable television.

A public meeting of the HCDAB meeting was held on September 2, 2020, to review the draft FY 2019-20 CAPER. The meeting agenda was noticed at City Hall and was posted on the City’s website. The HCDAB forwarded a recommendation to City Council to approve the CAPER and submit the report to HUD. No public comments were received.

A public hearing was held in the City of Fountain Valley Council Chambers on September 15, 2020, before the Fountain Valley City Council to review the draft FY 2019-20 CAPER. The meeting agenda was noticed at City Hall and the City website. City Council meetings are available to stream on the City’s website and on local cable TV. An email was provided to obtain citizen input on the CAPER. No comments were received. (TBD)

See attached copy of proof of publication of Public Notice.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Fountain Valley has completed the fifth year of the 2015-19 five year Consolidated Plan. The City has made consistent and effective strides towards meeting its goals as laid out in the Consolidated Plan and continues to implement the projects identified in the Con Plan to benefit low and moderate-income households in the city. There will be no changes proposed to the program objectives based on the City’s performance evaluation for the 2019-2020 reporting period.
The City will continue to use the CDBG-CV funding and allowable 2019 and 2020 CDBG funding, to develop or enhance programs that assist residents that are effected by COVID-19.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants? No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A
ATTACHMENTS
FAIR HOUSING COUNCIL
OF ORANGE COUNTY
ANALYSIS OF IMPEDIMENTS
FY 2019-20
ACCOMPLISHMENTS
During the 2019-2020 report period the City of Fountain Valley took the following actions (on its own or in cooperation with regional partners and the Fair Housing Council of Orange County (FHCOC)) to overcome impediments to fair housing choice identified in the regional AIP:

- **Fair Housing Community Education** – During 2019-20, the FHCOC regionally conducted or participated in 115 education and/or outreach activities, reaching a culturally and ethnically diverse audience, in which they made participants aware of fair housing laws and counseling services (including services to help households improve their readiness for a home purchase). Four of these activities took place in the city of Fountain Valley. Regionally, over 1,900 people were served by these activities. Through its various regional outreach efforts FHCOC distributed over 36,150 pieces of literature on fair housing, FHCOC’s services and other housing-related topics, in either English, Spanish or Vietnamese. Additionally, throughout Orange County FHCOC held 21 training sessions for rental property owners/managers. FHCOC presented 2 fair housing seminars for housing providers in cooperation with the Apartment Association of Orange County (AAOC), at AAOC’s Santa Ana office. Nineteen general fair housing workshops intended for attendance by either housing consumers and/or providers were held throughout Orange County. One workshop available to both landlords and tenants occurred in Fountain Valley.

- **Fair Housing Enforcement** – On a regional basis, FHCOC staff received 96 allegations of housing discrimination and opened 40 cases where the allegations seemed sufficiently meritorious to warrant further investigation and/or action. One allegation arose from Fountain Valley and was sufficiently meritorious to become an open case. On a regional basis, FHCOC also conducted 114 paired on-site, systemic tests for discriminatory rental housing practices, including 4 (or real estate brokerage transactions and 4 for pre-application lending transactions, with 4 of these systemic tests occurring in Fountain Valley.

- **Housing Dispute Evaluation & Resolution** – On a regional basis, activities provided by FHCOC included assisting 1,984 unduplicated households addressing 7,215 issues, disputes and/or inquiries. Of these, 104 unduplicated households, involving 357 issues, disputes and/or inquiries, were from Fountain Valley.

- **Reasonable Accommodations** – On a regional basis, 14 inquiries regarding reasonable accommodations and modifications were received by FHCOC that resulted in casework beyond basic counseling. None of the inquiries arose from Fountain Valley. Overall, 13 of the 14 clients requested and received a reasonable accommodation, while another request was denied. It is under consideration as to whether an administrative complaint regarding that denial should be filed with the Fair Housing and Equal Opportunity (FHEO) Office of the U.S. Department of Housing and Urban Development (HUD).

- **Web-based Outreach** – FHCOC’s website currently has an on-line housing discrimination complaint-reporting tool that generates an email to FHCOC. The tool is also used for other, non-discrimination, housing-related issues, which sometimes indirectly reveal discriminatory practices. The City of Fountain Valley has a link to the FHCOC website where residents can access this information.
Monitoring On-line Advertising – Orange County rentals listed on Craigslist were monitored by FHCOC for discriminatory content (as permitted by staffing limitations). Any discriminatory advertisements were flagged as prohibited and FHCOC responded to these ads through Craigslist’s reply mechanism in order to inform the poster of possible discriminatory content. In many instances it was not possible to identify the property address and the identity of the individual making the posting. When investigation was found to be feasible, the ad was referred to FHCOC’s investigators for possible additional investigation and enforcement action. Other on-line rental advertising sites (e.g., OC Register, LA Times, Westside Rentals, etc.) were sporadically monitored; however, the lack of an efficient text search function on these sites made monitoring them less practical. Regarding federally protected bases, without exception, among the ‘apt / housing’ Craigslist rental listings, the identified problematic postings indicated restrictions with regard to children under the age of 18 or improper preference for seniors or ‘older adults’ for housing opportunities that did not appear to qualify as housing for older persons (age 55 and over). Overt racial or national origin discrimination was not observed. Advertising that continued to limit access to housing for persons utilizing a federally-funded Housing Choice Voucher (often called ‘Section 8’) or other types of rental assistance was observed despite it having become illegal in California as of January 1, 2020. Advertising in the ‘rooms / shared’ area of Craigslist were observed to have a higher incidence of stated preferences that violated fair housing law. However due to the practical aspects of resource limitations and case law considerations of shared housing situations, almost none were not acted upon.

The monitoring of regional Craigslist and other advertising resulted in the filing of four complaints with HUD for violations involving familial status, all of which involved Orange County properties, one of which was in Fountain Valley. One of these four on-line violations was found on a non-Craigslist platform. The Craigslist monitoring also resulted in the filing of three complaints with the California Department of Fair Employment and Housing (DFEH) for violations of California’s source of income protection. These all related to new law, effective January 1, 2020, which made it illegal to discriminate on the basis of a person utilizing a federally-funded Housing Choice Voucher (often called ‘Section 8’) or other types of rental assistance. One of those complaints involved a property in Orange County.

Monitor Home Mortgage Disclosure Act Data - Ongoing monitoring of Home Mortgage Disclosure Act (HMDA) data continues to be infeasible due to limited resources at FHCOC. FHCOC last was able to conduct such analysis using 2008 data (then the latest available) in conjunction with the preparation of the 2010-2015 Regional AI. Analysis of updated HMDA data from 2013, as well as other mortgage lending practices, was included as part of the City of Fountain Valley’s FY 2015-2020 Regional Analysis of Impediments to Fair Housing Choice (AI), which was submitted as part of its Five Year Consolidated Plan FY 2015 - 2019. Some analysis of more recent HMDA data is included in the Orange County 2020-2024 Regional Analysis of Impediments, which is submitted as part of Fountain Valley’s Five Year Consolidated Plan FY 2020 - 2024.

During 2019-20, FHCOC continued efforts to promote housing affordability within Orange County. It provided services and outreach to organizations involved in the creation and preservation of affordable housing. These groups included the Kennedy Commission, Mental Health Association of Orange County, Radiant Health Centers (formerly Aids Services Foundation), Affordable Housing
Clearinghouse, Mary Erickson Community Housing, Jamboree Housing Corporation, Orange County Congregations Community Organizations (OCCC), and Orange County Community Housing Corporation.

- During the 2019-20 report period, FHCOC continued to offer fair housing training sessions that were open to all local government staff. Any staff attending training could receive certification of their attendance.

- The FHCOC produced and provided written fair housing related materials in English, Spanish and Vietnamese to residents of Fountain Valley, as well as for distribution at public locations operated by the City of Fountain Valley. FHCOC also undertook specific outreach efforts to immigrant populations in low-income neighborhoods. On a regional basis, an estimated 1,150 limited English proficiency households were served during the 12 month program period, through a combination of telephonic contact and in-person education and outreach activities. FHCOC also continued to implement activities under HUD Fair Housing Initiatives Program grants, for both education and outreach and fair housing enforcement. These program efforts specifically targeted fair housing services to persons with disabilities, minority groups and immigrant communities, especially immigrants with limited English proficiency. Program efforts included a fair housing testing program that sought to involve members of immigrant populations with limited English proficiency, both for purposes of enforcing fair housing laws as testers and as a vehicle to increase outreach to these populations.

- Through its status as a HUD-approved Housing Counseling agency, FHCOC assisted individuals, including those with limited English proficiency (LEP), with various housing related problems. This included being available to counsel and assist those who had received loans with documents, all prepared in English, which had terms that were different from what they believed or were informed they were obtaining, or of which they had less than a full understanding. Many of the other counseling activities under its HUD-approved Housing Counseling also assisted individuals with LEP.
AFFIDAVIT OF PUBLICATION

STATE OF CALIFORNIA, SS.
County of Orange

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the Fountain Valley View, a newspaper that has been adjudged to be a newspaper of general circulation by the Superior Court of the County of Orange, State of California, on July 1, 1998, Case No. A-185905 in and for the City of Fountain Valley, County of Orange, State of California; that the notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

08/27/2020

I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Executed at Anaheim, Orange County, California, on Date: August 27, 2020.

[Signature]
CDBG ELIGIBLE AREAS
FOR CODE ENFORCEMENT
HUD REPORTS

PR-26 Financial Summary Report

PR-3 Activity Summary Report
### PART I: SUMMARY OF CDBG RESOURCES

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>01</td>
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<td>02</td>
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<td>03</td>
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<td>05a</td>
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<tr>
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### PART II: SUMMARY OF CDBG EXPENDITURES

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<td>UNEXPENDED BALANCE (LINE 08 - LINE 15)</td>
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### PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

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### PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

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### PART V: PLANNING AND ADMINISTRATION (PA) CAP

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### Line 17 Detail: Activities to Consider in Determining the Amount to Enter on Line 17
Report returned no data.

### Line 18 Detail: Activities to Consider in Determining the Amount to Enter on Line 18
Report returned no data.

### Line 19 Detail: Activities Included in the Computation of Line 19

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### Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2019
FOUNTAIN VALLEY, CA

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**Total**

Matrix Code | $72,153.84

Matrix Code | $4,800.00

Matrix Code | $76,953.84
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2018
Project: 0001 - Neighborhood Revitalization
IDIS Activity: 887 - Home Improvement Project Administration

Status: Completed 7/31/2019 12:00:00 AM
Location: 10200 Slater Ave CA Fountain Valley, CA 92708-4738
Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehabilitation Administration (14H)
National Objective: LMH

Initial Funding Date: 01/02/2019

Description:
Administration of the rehabilitation program

Financing

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Proposed Accomplishments
Housing Units: 1

Actual Accomplishments

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Female-headed Households: 0

PR03 - FOUNTAIN VALLEY
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

Income Category:

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Annual Accomplishments

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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2018
Project: 0002 - Administration
IDIS Activity: 888 - Administration of Grant
Status: Completed 7/31/2019 12:00:00 AM
Location: 

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Initial Funding Date: 01/02/2019

Description:
Administration of CDBG Grant

Financing

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Proposed Accomplishments

Actual Accomplishments

Number assisted:

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Female-headed Households:
Income Category:

Page: 3 of 79
Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2018
Project: 0003 - Code Enforcement
IDIS Activity: 889 - Code Enforcement

Status: Completed 7/31/2019 12:00:00 AM
Location: 10200 Slater Ave CA Fountain Valley, CA 92708-4736

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Code Enforcement (15)
National Objective: LMA

Initial Funding Date: 01/02/2019

Description:
Code Enforcement in CDBG targeted areas

Financing

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Proposed Accomplishments
- Housing Units: 250
- Total Population in Service Area: 12,870
- Census Tract Percent Low / Mod: 61.38

Annual Accomplishments

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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2018
Project: 0004 - Fair Housing
IDIS Activity: 890 - Fair Housing

Status: Completed 7/31/2019 12:00:00 AM
Location: 

Objective: 
Outcome:
Matrix Code: Fair Housing Activities (subject to 20% Admin Cap) (21D)

Initial Funding Date: 01/02/2019
National Objective: 

Description:
Fair Housing Services City-wide

Financing

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Proposed Accomplishments

Actual Accomplishments

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Female-headed Households:

Income Category:

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**Percent Low/Mod**

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2018  
Project: 0006 - Boys and Girls Club of Huntington Valley  
IDIS Activity: 891 - Boys and Girls Club of Huntington Valley  

Status: Completed 7/31/2019 12:00:00 AM  
Location: 16582 Brookhurst St CA Fountain Valley, CA 92708-2353  
Objective: Create suitable living environments  
Outcome: Availability/accessibility  
Matrix Code: Youth Services (O5D)  
National Objective: LMC  

Initial Funding Date: 01/02/2019  
Description: Scholarship assistance for childcare for low income families  

Financing

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Proposed Accomplishments  
People (General): 50

Actual Accomplishments

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<th>Other multi-racial</th>
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Female-headed Households:

0
### Income Category:

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<tr>
<th>Category</th>
<th>Owner</th>
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### Annual Accomplishments

<table>
<thead>
<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>Scholarships provided to low-income residents of Fountain Valley for childcare.</td>
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**U.S. Department of Housing and Urban Development**  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

**PGM Year:** 2018  
**Project:** 0008 - Community SeniorServ Home Delivery  
**IDIS Activity:** 892 - Community SeniorServ Home Delivered

**Status:** Completed 7/31/2019 12:00:00 AM  
**Location:** Address Suppressed  
**Objective:** Create suitable living environments  
**Outcome:** Affordability  
**Matrix Code:** Senior Services (05A)  
**National Objective:** LMC

**Initial Funding Date:** 01/02/2019

**Description:**

**Financing**

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>FUNced Amount</th>
<th>Drawn In Program Year</th>
<th>Drawn Thru Program Year</th>
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<tbody>
<tr>
<td>CDBG</td>
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<td>2018</td>
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<td>$6,786.00</td>
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**Proposed Accomplishments**

- People (General): 35

**Actual Accomplishments**

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<th>Person</th>
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<tr>
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<td>Total</td>
<td>Hispanic</td>
</tr>
<tr>
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<tr>
<td>Female-headed Households</td>
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Income Category:

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Annual Accomplishments

<table>
<thead>
<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>34 frail and elderly households received home delivered meals and case management.</td>
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</table>
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2018  
Project: 0007 - Community SeniorServ Congregate Meals  
IDIS Activity: 893 - Community SeniorServ Congregate

Status: Completed 7/31/2019 12:00:00 AM  
Location: 17967 Bushard St  Fountain Valley, CA 92708-4523

Objective: Create suitable living environments  
Outcome: Affordability  
Matrix Code: Senior Services (05A)  
National Objective: LMC

Initial Funding Date: 01/02/2019

Description:
Low or no cost meals served at the Senior Center

Financing

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<thead>
<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
<th>Drawn Thru Program Year</th>
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Total

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Proposed Accomplishments
People (General): 275

Actual Accomplishments

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<td>Hispanic</td>
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PR03 - FOUNTAIN VALLEY
### Income Category:

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### Annual Accomplishments

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<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
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<tbody>
<tr>
<td>2018</td>
<td>Congregate meals for low income Fountain Valley residents served at Fountain Valley senior Center.</td>
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U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2018  
Project: 0009 - Council on Aging  
IDIS Activity: 894 - Council on Aging

Status: Completed 7/31/2019 12:00:00 AM  
Location: 10200 Slater Ave CA Fountain Valley, CA 92708-4736  
Objective: Create suitable living environments  
Outcome: Affordability  
Matrix Code: Senior Services (05A)  
National Objective: LMC

Initial Funding Date: 01/02/2019  
Description: Ombudsman services for elderly patients in assisted living facilities.

Financing

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<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
<th>Drawn Thru Program Year</th>
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<tbody>
<tr>
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Proposed Accomplishments  
People (General): 45

Actual Accomplishments

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<tr>
<td>Asian:</td>
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<td>0</td>
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<td>Native Hawaiian/Other Pacific Islander:</td>
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<td>Total:</td>
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<td>0</td>
</tr>
<tr>
<td>Female-headed Households:</td>
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</table>
### Income Category:

<table>
<thead>
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<th>Owner</th>
<th>Renter</th>
<th>Total</th>
<th>Person</th>
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<tbody>
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### Annual Accomplishments

<table>
<thead>
<tr>
<th>Years</th>
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<th># Benefiting</th>
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<tbody>
<tr>
<td>2018</td>
<td>Council on aging has provided Ombudsman Services to 39 low-income residents of assisted living facilities.</td>
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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2018
Project: 0010 - Elwyn
IDIS Activity: 895 - Elwyn

Status: Completed 7/31/2019 12:00:00 AM
Location: 18325 Mount Baldy Cir Fountain Valley, CA 92708-6115
Objective: Create economic opportunities
Outcome: Sustainability
Matrix Code: Services for Persons with Disabilities
National Objective: LMC

Initial Funding Date: 01/02/2019
Description:
Services for disabled adults

Financing

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<thead>
<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
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<th>Drawn Thru Program Year</th>
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</thead>
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Proposed Accomplishments
People (General): 8

Actual Accomplishments
Number assisted:

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Female-headed Households:
0
Income Category:  

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<tr>
<td>Moderate</td>
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<td>0</td>
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<tr>
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Percent Low/Mod: 100.0%

Annual Accomplishments

<table>
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<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
<th># Benefitting</th>
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<tbody>
<tr>
<td>2018</td>
<td>Case management for seven disabled adults living in Fountain Valley.</td>
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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2018
Project: 0011 - Interval House
IDIS Activity: 896 - Interval House

Status: Completed 7/31/2019 12:00:00 AM
Location: Address Suppressed

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Services for victims of domestic violence, dating violence, sexual assault or stalking (OSG)
National Objective: LMC

Initial Funding Date: 01/02/2019

Description:
Shelter and Services for victims of domestic violence and similar issues

Financing

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
<th>Drawn Thru Program Year</th>
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Proposed Accomplishments
- People (General): 55

Actual Accomplishments

Number assisted:

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Female-headed Households:

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<tr>
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### Annual Accomplishments

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<tbody>
<tr>
<td>2018</td>
<td>Provided shelter and/or other services to 72 victims of domestic violence and their families.</td>
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U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2018  
Project: 0012 - Waymakers  
IDIS Activity: 897 - Waymakers  

Status: Completed 7/31/2019 12:00:00 AM  
Location: 10200 Slater Ave CA Fountain Valley, CA 92708-4736  

Objective: Create suitable living environments  
Outcome: Affordability  
Matrix Code: Youth Services (05D)  
National Objective: LMC  

Initial Funding Date: 01/02/2019  

Description:  
Juvenile diversion services  

Financing  

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<th>Fund Type</th>
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<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
<th>Drawn Thru Program Year</th>
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Proposed Accomplishments  
People (General): 42  

Actual Accomplishments  
Number assisted:  

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<tr>
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<td>Asian White</td>
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PR03 - FOUNTAIN VALLEY
## Income Category:

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## Annual Accomplishments

<table>
<thead>
<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
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<tbody>
<tr>
<td>2018</td>
<td>Juvenile diversion services provided to Fountain Valley youth and their families.</td>
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U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2018  
Project: 0001 - Neighborhood Revitalization  
IDIS Activity: 915 - Mejorada - Grant  

Status: Completed 7/31/2019 12:00:00 AM  
Location: 16226 Shasta St  
Fountain Valley, CA 92708-1834  
Objective: Provide decent affordable housing  
Outcome: Affordability  
Matrix Code: Rehab; Single-Unit Residential (14A)  
National Objective: LMH  

Initial Funding Date: 03/19/2019  
Description:  

Financing  

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<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
<th>Drawn Thru Program Year</th>
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Proposed Accomplishments
1 Housing Units

Actual Accomplishments

Number assisted:

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Female-headed Households: 0

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PR03 - FOUNTAIN VALLEY

Page: 22 of 79
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2018  
Project: 0001 - Neighborhood Revitalization  
IDIS Activity: 916 - Mejoreda - Rebate  
Status: Completed 7/31/2019 12:00:00 AM  
Location: 16226 Shasta St Fountain Valley, CA 92708-1834  
Objective: Provide decent affordable housing  
Outcome: Affordability  
Matrix Code: Rehab; Single-Unit Residential (14A)  
National Objective: LMH  
Initial Funding Date: 03/19/2019  
Description:  

Financing

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<th>Drawn In Program Year</th>
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Proposed Accomplishments

Number assisted:

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### Income Category:

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### Annual Accomplishments

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U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2019  
Project: 0001 - Neighborhood Revitalization  
IDIS Activity: 921 - Home Improvement Project Administration  

Status: Completed 6/30/2020 12:00:00 AM  
Location: 10200 Slater Ave  
Fountain Valley, CA 92708-4736  

Objective: Provide decent affordable housing  
Outcome: Affordability  
Matrix Code: Rehabilitation Administration (14H)  
National Objective: LMH  

Initial Funding Date: 09/18/2019  

Description:  
Administration of Neighborhood Revitalization/Home Improvement Program  

Financing

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<tr>
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<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
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Proposed Accomplishments

Housing Units: 1

Actual Accomplishments

Number assisted:

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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

Income Category:

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Percent Low/Mod

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Annual Accomplishments

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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2019
Project: 0002 - Administration
IDIS Activity: 922 - Grant Administration

Status: Completed 6/30/2020 12:00:00 AM
Location:

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Initial Funding Date: 09/16/2019
Description:
Administrative costs for CDBG grant

Financing

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Proposed Accomplishments

Actual Accomplishments

Number assisted:

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Female-headed Households:

Income Category:

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<tr>
<th></th>
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CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

Extremely Low 0
Low Mod 0
Moderate 0
Non Low Moderate 0
Total 0 0 0 0

Percent Low/Mod

Annual Accomplishments
No data returned for this view. This might be because the applied filter excludes all data.
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2019
Project: 0004 - Fair Housing
IDIS Activity: 923 - Fair Housing

Status: Completed 6/30/2020 12:00:00 AM
Location: 

Objective: 
Outcome: 
Matrix Code: Fair Housing Activities (subject to 20% Admin Cap) (21D)
National Objective: 

Initial Funding Date: 09/18/2019

Description:
Fair housing services provided to city residents.
104 unduplicated households assisted.

Financing

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Total: $4,800.00

Proposed Accomplishments

Actual Accomplishments

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Female-headed Households: 0
### Income Category:

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### Annual Accomplishments

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U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2019  
Project: 0002 - Administration  
IDIS Activity: 924 - Fair Housing - 5-year report  
Status: Canceled 4/30/2020 12:00:00 AM  
Location:  
Objective:  
Outcome:  
Matrix Code: Fair Housing Activities (subject to 20% Admin Cap) (21D)  
National Objective:  
Initial Funding Date: 09/16/2019  
Description:  
Fair Housing 5 Year Report (Per HUD this activity is subject to 20% Admin)  
Financing:  
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Proposed Accomplishments  
Actual Accomplishments  

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Total: 0 0 0 0 0 0 0 0

PR03 - FOUNTAIN VALLEY

Page: 32 of 79
Female-headed Households:

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<th>Income Category</th>
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Percent Low/Mod

Annual Accomplishments
No data returned for this view. This might be because the applied filter excludes all data.
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2019
Project: 0003 - Code Enforcement
IDIS Activity: 925 - Code Enforcement

Status: Completed 6/30/2020 12:00:00 AM
Location: 10200 Slater Ave Fountai Valley, CA 92708-4736

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Code Enforcement (15)
National Objective: LMA

Initial Funding Date: 09/16/2019

Description:
Code enforcement in CDBG eligible areas that are deteriorated or deteriorating.

Financing

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<th>Funded Amount</th>
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Proposed Accomplishments
- Housing Units: 200
- Total Population in Service Area: 17,150
- Census Tract Percent Low / Mod: 61.52

Annual Accomplishments

<table>
<thead>
<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
<th># Benefitting</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>Addressed 237 code enforcement violations in CDBG-eligible areas.</td>
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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2019
Project: 0006 - Boys and Girls Club of Huntington Valley
IDIS Activity: 926 - Boys and Girls Club- Scholarships
Status: Completed 6/30/2020 12:00:00 AM
Location: 16682 Brookhurst St Fountain Valley, CA 92708-2353

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Youth Services (05D)
National Objective: LMC

Initial Funding Date: 09/16/2019
Description:
Childcare scholarships

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
<th>Drawn Thru Program Year</th>
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<td>B19MC060550</td>
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<td>$6,555.00</td>
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Detected Potential Action
Economic Development: 0

Proposed Accomplishments
People (General): 50

Actual Accomplishments
Number assisted:

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<tr>
<td>Female-headed Households</td>
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PR03 - FOUNTAIN VALLEY
### Income Category:

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### Annual Accomplishments

<table>
<thead>
<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
<th># Benefitting</th>
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</thead>
<tbody>
<tr>
<td>2019</td>
<td>Provided 68 scholarships for childcare to LMI households in the city. This is approx 30% higher than proposed due to COVID-19.</td>
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</table>
**U.S. Department of Housing and Urban Development**  
**Office of Community Planning and Development**  
**Integrated Disbursement and Information System**  
**CDBG Activity Summary Report (GPR) for Program Year 2019**  
**FOUNTAIN VALLEY**

**PGM Year:** 2019  
**Project:** 0007 - Community SeniorServ Congregate Meals  
**IDIS Activity:** 927 - Community SeniorServ Congregate  
**Status:** Completed 6/30/2020 12:00:00 AM  
**Location:** 17867 Bushard St, Fountain Valley, CA 92708-4523  
**Objective:** Provide decent affordable housing  
**Outcome:** Affordability  
**Matrix Code:** Senior Services (05A)  
**National Objective:** LMC  
**Initial Funding Date:** 09/16/2019  
**Description:** Congregate meals at Senior Center  
**Financing**

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
<th>Drawn Thru Program Year</th>
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**Proposed Accomplishments**  
People (General): 200  
**Actual Accomplishments**  
**Number assisted:**

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<th>Owner</th>
<th>Renter</th>
<th>Total</th>
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<td>Total</td>
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<td></td>
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<tr>
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**Female-headed Households:**

**Total:** 439  
**Person:** 11

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**Page:** 37 of 79
Income Category:

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<tr>
<th>Category</th>
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Annual Accomplishments

<table>
<thead>
<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
<th># Benefitting</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>Congregate meals were served through February at the Senior Center in the standard group congregate luncheon setting. Beginning in March, due to the COVID pandemic, drive thru meal service was instituted to comply with State regulations and to safeguard the health of clients. Quarter 1 - Quarter 3 had a total of 161 clients however in Quarter 4, the number of new clients serviced jumped to 278 for a year-end total of 439 clients.</td>
<td></td>
</tr>
</tbody>
</table>

39
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

Date: 19-Aug-2020  
Time: 12:52  
Page: 39

PGM Year: 2019  
Project: 0008 - Community SeniorServ Home Delivery  
IDIS Activity: 928 - Community SeniorServ Home Delivered Meals  
Status: Completed 6/30/2020 12:00:00 AM  
Location: 10200 Slater Ave  Fountain Valley, CA  92708-4736  
Objective: Provide decent affordable housing  
Outcome: Affordability  
Matrix Code: Senior Services (05A)  
National Objective: LMC

Initial Funding Date: 09/16/2019  
Description:  
Home delivered meals and case management to elderly, frail city residents.

Financing

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
<th>Drawn Thru Program Year</th>
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</thead>
<tbody>
<tr>
<td>CDBG</td>
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<td>2019</td>
<td>B19MC060550</td>
<td>$6,555.00</td>
<td>$6,555.00</td>
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<td>Total</td>
<td>$6,555.00</td>
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Proposed Accomplishments  
People (General) : 30

Actual Accomplishments

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<td>Total</td>
<td>Hispanic</td>
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Income Category:

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Annual Accomplishments

<table>
<thead>
<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
<th># Benefitting</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>45 clients received home delivered meals and case management. This is 50% higher than proposed numbers that is due to COVID.</td>
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</tbody>
</table>
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2019
Project: 0009 - Council on Aging
IDIS Activity: 929 - Council on Aging- Ombudsman Services for frail, elderly
Status: Completed 11/20/2019 12:00:00 AM
Location: 10200 Slater Ave, Fountain Valley, CA 92708-4736
Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Senior Services (05A)
National Objective: LMC

Initial Funding Date: 09/16/2019

Description:
Ombudsman services for frail, elderly living in assisted living facilities city-wide

Financing

<table>
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<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
<th>Drawn Thru Program Year</th>
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<td>$1,778.49</td>
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Proposed Accomplishments
People (General): 45

Actual Accomplishments

Number assisted:

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<th>Total</th>
<th>Hispanic</th>
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Female-headed Households:
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### Income Category

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<th>Owner</th>
<th>Renter</th>
<th>Total</th>
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<tr>
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<tr>
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### Annual Accomplishments

<table>
<thead>
<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>Provided assistance to 11 people in their Long-Term Care Ombudsman program in the first quarter. Council on Aging terminated their agreement with the Grantee effective 10-1-19 due to receiving additional, unexpected state funding to cover their services. Excess funds due to the termination were redistributed to another public service agency.</td>
</tr>
</tbody>
</table>
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FONTAUN VALLEY

PGM Year: 2019  
Project: 0010 - Elwyn  
IDIS Activity: 930 - Elwyn - Disabled Adults  
Status: Completed 6/30/2020 12:00:00 AM  
Location: 18325 Mount Baldy Cir  
Fountain Valley, CA 92708-6115  
Objective: Provide decent affordable housing  
Outcome: Affordability  
Matrix Code: Services for Persons with Disabilities (05B)  
National Objective: LMC  
Initial Funding Date: 09/16/2019

Description:  
Case management and services for disabled adults

Financing

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<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
<th>Drawn Thru Program Year</th>
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Proposed Accomplishments
People (General): 7

Actual Accomplishments

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PR03 - FOUNTAIN VALLEY
### Income Category:

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<th>Owner</th>
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Percent Low/Mod: 100.0%

### Annual Accomplishments

<table>
<thead>
<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
<th># Benefitting</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>Provided services to 7 disabled adults.</td>
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PGM Year: 2019
Project: 0011 - Interval House
IDIS Activity: 931 - Interval House- Domestic Violence Shelter and Services
Status: Completed 6/30/2020 12:00:00 AM
Location: Address Suppressed
Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)
National Objective: LMC
Initial Funding Date: 09/16/2019
Description: Domestic violence shelter and services

Financing

<table>
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<tr>
<th>Fund Type</th>
<th>Grant Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
<th>Drawn Thru Program Year</th>
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<td>$11,331.51</td>
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<td>Drawn In Program Year</td>
<td>Drawn Thru Program Year</td>
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Proposed Accomplishments
People (General): 55

Actual Accomplishments

Number assisted:

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<th>Person</th>
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<td>Hispanic</td>
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<tr>
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<tr>
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Female-headed Households: 0

PR03 - FOUNTAIN VALLEY
### Income Category:

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<tr>
<td>Moderate</td>
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<td>0</td>
<td>0</td>
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<tr>
<td>Non Low Moderate</td>
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<tr>
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Percent Low/Mod: 100.0%

### Annual Accomplishments

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<thead>
<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>Assisted 58 Extremely Low Income victims of domestic violence. Provided 24-hour crisis hotline counseling to 88 victims and community outreach and education to 293 Fountain Valley residents.</td>
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</table>
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2019  
Project: 0012 - Waymakers  
IDIS Activity: 932 - Waymakers Juvenile Diversion

Status: Completed 6/30/2020 12:00:00 AM  
Location: 10200 Slater Ave, Fountain Valley, CA 92708-4736  
Objective: Provide decent affordable housing  
Outcome: Affordability  
Matrix Code: Youth Services (05D)  
National Objective: LMC

Initial Funding Date: 09/16/2019

Description:  
Juvenile diversion services at Fountain Valley Police Department and other locations in city

Financing

<table>
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<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
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Proposed Accomplishments

People (General): 45

Actual Accomplishments

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### Income Category:

<table>
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### Annual Accomplishments

<table>
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<tr>
<th>Years</th>
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<th># Benefitting</th>
</tr>
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<tbody>
<tr>
<td>2019</td>
<td>Waymakers provided services to 40 households during the program year. Because schools were closed during the majority of the 4th quarter they received less referrals from schools. They continued to provide services via phone and internet.</td>
<td></td>
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U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2019  
Project: 0001 - Neighborhood Revitalization  
IDIS Activity: 933 - Christner - Grant  
Status: Completed 10/17/2019 12:00:00 AM  
Location: 136 Sumac Ln  
Fountain Valley, CA  92708-5732  
Objective: Provide decent affordable housing  
Outcome: Sustainability  
Matrix Code: Rehab; Single-Unit Residential (14A)  
National Objective: LMH

Initial Funding Date: 09/20/2019  
Description: Grant for home rehabilitation

### Financing

<table>
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<tr>
<th>Fund Type</th>
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<th>Funded Amount</th>
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### Proposed Accomplishments

- Housing Units: 1

### Actual Accomplishments

#### Number assisted:

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</thead>
<tbody>
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<td></td>
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Female-headed Households: 0
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### Annual Accomplishments

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<th>Years</th>
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<tr>
<td>2019</td>
<td>Single Family Home Rehabilitation</td>
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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2019
Project: 0001 - Neighborhood Revitalization
IDIS Activity: 934 - Christner - Rebate

Status: Completed 10/17/2019 12:00:00 AM
Location: 136 Sumac Ln, Fountain Valley, CA 92708-5732
Objective: Provide decent affordable housing
Outcome: Sustainability
Matrix Code: Rehab: Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 09/20/2019
Description:
Rebate to homeowner for 5050 share of rebate costs

Financing

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<tr>
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<th>Grant Type</th>
<th>Grant Number</th>
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<th>Drawn In Program Year</th>
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Proposed Accomplishments
Housing Units: 1

Actual Accomplishments

Number assisted:

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### Income Category:

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Percent Low/Mod: 100.0%  

### Annual Accomplishments

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<tr>
<th>Years</th>
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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2019
Project: 0001 - Neighborhood Revitalization
IDIS Activity: 935 - Stephen - Grant
Status: Completed 10/17/2019 12:00:00 AM
Location: 903 Ironwood Ln  Fountain Valley, CA  92708-5820
Objective: Provide decent affordable housing
Outcome: Sustainability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 09/20/2019
Description:
Grant for home rehabilitation

Financing

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Proposed Accomplishments
Housing Units: 1

Actual Accomplishments

Number assisted:

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Female-headed Households:

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Income Category:

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Annual Accomplishments

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Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2019  
Project: 0001 - Neighborhood Revitalization  
IDIS Activity: 936 - Stephen - Rebate  
Status: Completed 10/17/2019 12:00:00 AM  
Location: 903 Ironwood Ln Fountain Valley, CA 92708-5820  
Objective: Provide decent affordable housing  
Outcome: Sustainability  
Matrix Code: Rehab; Single-Unit Residential (14A)  
National Objective: LMH  

Initial Funding Date: 09/20/2019  
Description: Rebate to homeowner for 5050 share of rehabilitation costs  

Financing

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<th>Grant</th>
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Proposed Accomplishments  
Housing Units: 1  

Actual Accomplishments

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<tr>
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### Annual Accomplishments

<table>
<thead>
<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
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<tbody>
<tr>
<td>2019</td>
<td>Mobile home rehabilitation rebate. 50-50 split with owner.</td>
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**U.S. Department of Housing and Urban Development**  
**Office of Community Planning and Development**  
**Integrated Disbursement and Information System**  
**CDBG Activity Summary Report (GPR) for Program Year 2019**  
**FOUNTAIN VALLEY**

**PGM Year:** 2019  
**Project:** 0001 - Neighborhood Revitalization  
**IDIS Activity:** 937 - Van Cleave - Grant  
**Status:** Completed 10/17/2019 12:00:00 AM  
**Location:** 604 Balsa Ln, Fountain Valley, CA 92708-5805  
**Objective:** Provide decent affordable housing  
**Outcome:** Sustainability  
**Matrix Code:** Rehab; Single-Unit Residential (14A)  
**National Objective:** LMH  
**Initial Funding Date:** 09/20/2019

**Description:**  
Grant for home rehabilitation

**Financing**

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
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**Proposed Accomplishments**

- Housing Units: 1

**Actual Accomplishments**

**Number assisted:**

<table>
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<tr>
<th>Owner</th>
<th>Owner</th>
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<tbody>
<tr>
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<tr>
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<td>Native Hawaiian/Other Pacific Islander:</td>
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**Person**

<table>
<thead>
<tr>
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<td>Female-headed Households:</td>
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**PR03 - FOUNTAIN VALLEY**
### Income Category:

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<tr>
<th>Category</th>
<th>Owner</th>
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Percent Low/Mod: 100.0% 100.0%

### Annual Accomplishments

<table>
<thead>
<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
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</tr>
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<tbody>
<tr>
<td>2019</td>
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U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2019  
Project: 0001 - Neighborhood Revitalization  
IDIS Activity: 938 - Van Cleave - Rebate  
Status: Completed 10/17/2019 12:00:00 AM  
Location: 604 Balsa Ln  Fountain Valley, CA 92708-5805  
Objective: Provide decent affordable housing  
Outcome: Sustainability  
Matrix Code: Rehab; Single-Unit Residential (14A)  
National Objective: LMH

Initial Funding Date: 09/20/2019

Description: 
Rebate to homeowner for 50% share of rehabilitation cost

Financing

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<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
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Proposed Accomplishments

Housing Units: 1

Actual Accomplishments

Number assisted:

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<th>Person</th>
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### Income Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Owner</th>
<th>Renter</th>
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<th>Person</th>
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<tbody>
<tr>
<td>Extremely Low</td>
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Percent Low/Mod = 100.0%  
100.0%

### Annual Accomplishments

<table>
<thead>
<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
<th># Benefitting</th>
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<tbody>
<tr>
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PR03 - FOUNTAIN VALLEY
U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2019
Project: 0001 - Neighborhood Revitalization
IDIS Activity: 639 - Campanale - Grant

Status: Completed 10/17/2019 12:00:00 AM
Location: 316 Magpie Ln, Fountain Valley, CA 92708-5822

Objective: Provide decent affordable housing
Outcome: Sustainability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 10/04/2019

Description:
Grant for home rehabilitation

Financing

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<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
<th>Drawn Thru Program Year</th>
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Proposed Accomplishments
Housing Units: 1

Actual Accomplishments

<table>
<thead>
<tr>
<th>Number assisted:</th>
<th>Owner</th>
<th>Renter</th>
<th>Total</th>
<th>Person</th>
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Female-headed Households:
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Income Category:

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</tr>
<tr>
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Annual Accomplishments

<table>
<thead>
<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
<th># Benefitting</th>
</tr>
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<tbody>
<tr>
<td>2019</td>
<td>Single family home rehabilitation</td>
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</table>
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2019  
Project: 0001 - Neighborhood Revitalization  
IDIS Activity: 940 - Provenghi - Emergency Grant  
Status: Completed 10/17/2019 12:00:00 AM  
Location: 17327 Ash St, Fountain Valley, CA 92708-3412  
Objective: Provide decent affordable housing  
Outcome: Sustainability  
Matrix Code: Rehab, Single-Unit Residential (14A)  
National Objective: LMH

Initial Funding Date: 10/04/2019  
Description: Grant for Home Rehabilitation  

Financing

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<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
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Proposed Accomplishments
Housing Units: 1

Actual Accomplishments

<table>
<thead>
<tr>
<th>Number assisted:</th>
<th>Owner</th>
<th>Renter</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total</td>
<td>Hispanic</td>
</tr>
<tr>
<td>White</td>
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<tr>
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### Income Category:

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<th>Category</th>
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### Annual Accomplishments

<table>
<thead>
<tr>
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U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2019  
Project: 0001 - Neighborhood Revitalization  
IDIS Activity: 941 - Provenghi - Grant  
Status: Completed 10/17/2019 12:00:00 AM  
Location: 17327 Ash St, Fountain Valley, CA 92706-3412  
Objective: Provide decent affordable housing  
Outcome: Sustainability  
Matrix Code: Rehab; Single-Unit Residential (14A)  
National Objective: LMH

Initial Funding Date: 10/04/2019  
Description: Grant for home rehabilitation  
Financing

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<th>Fund Type</th>
<th>Grant Year</th>
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<th>Funded Amount</th>
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Proposed Accomplishments  
Housing Units: 1  
Actual Accomplishments

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<th>Owner</th>
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Female-headed Households: 0
### Income Category:

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<tr>
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### Annual Accomplishments

<table>
<thead>
<tr>
<th>Year</th>
<th>Accomplishment Narrative</th>
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<tr>
<td>2019</td>
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U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2019  
Project: 0001 - Neighborhood Revitalization  
IDIS Activity: 942 - Lessor - Grant  
Status: Completed 11/20/2019 12:00:00 AM  
Location: 504 Hawk Ln  
Fountain Valley, CA 92708-5819  
Objective: Provide decent affordable housing  
Outcome: Affordability  
Matrix Code: Rehab; Single-Unit Residential (14A)  
National Objective: LMH

Initial Funding Date: 10/04/2019

Description: 
Grant for home rehabilitation

Financing

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<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
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Proposed Accomplishments

Housing Units: 1

Actual Accomplishments

Number assisted:

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**Income Category:**

<table>
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**Annual Accomplishments**

<table>
<thead>
<tr>
<th>Years</th>
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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2019
Project: 0001 - Neighborhood Revitalization
IDIS Activity: 943 - Losee - Emergency Grant

Status: Completed 11/20/2019 12:00:00 AM
Location: 504 Hawk Ln, Fountain Valley, CA 92708-5819

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab: Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 10/04/2019

Description:
Grant for home rehabilitation

Financing

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Proposed Accomplishments
- Housing Units: 1

Actual Accomplishments

Number assisted:

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<th>Owner</th>
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<th>Hispanic</th>
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Female-headed Households:

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PR03 - FOUNTAIN VALLEY
### Income Category:

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### Annual Accomplishments

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<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
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U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2019  
Project: 0005 - Lead Based Paint Hazard Testing  
IDIS Activity: 944 - Ayala & Barreca - Lead  
Status: Completed 4/30/2020 12:00:00 AM  
Location: 18905 Santa Isadora St, Fountain Valley, CA, 92708-6221  
Objective: Provide decent affordable housing  
Outcome: Sustainability  
Matrix Code: Lead-Based/Lead Hazard Test/Abate (14I)  
National Objective: LMH

Initial Funding Date: 03/17/2020  
Description: Lead-Based Paint Hazards Evaluation

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<th>Funded Amount</th>
<th>Drawn In Program Year</th>
<th>Drawn Thru Program Year</th>
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</thead>
<tbody>
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<td>$350.00</td>
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Proposed Accomplishments
- Housing Units: 1

Actual Accomplishments

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<tr>
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</tr>
<tr>
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### Annual Accomplishments

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U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2019  
Project: 0005 - Lead Based Paint Hazard Testing  
IDIS Activity: 945 - Sanchez - Lead  
Status: Completed 4/30/2020 12:00:00 AM  
Location: 15878 Los Reyes St  Fountain Valley, CA 92708-1122  
Objective: Create suitable living environments  
Outcome: Sustainability  
Matrix Code: Lead-Based/Lead Hazard Test/Abate [141]  
National Objective: LMH

Initial Funding Date: 03/31/2020  
Description: Lead- Based Paint Hazards Evaluation

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Proposed Accomplishments  
Housing Units: 1

Actual Accomplishments  
Number assisted:

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Female-headed Households: 0
### Income Category:

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### Annual Accomplishments

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<td>2019</td>
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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
FOUNTAIN VALLEY

PGM Year: 2019
Project: 0013 - CV - Economic Development, LMI Job Retention
IDIS Activity: 946 - Program Admin- Small Business Employee Retention Grant

Status: Completed 7/10/2020 12:00:00 AM
Objective:
Outcome:
Matrix Code: General Program Administration (21A)

Initial Funding Date: 07/09/2020
Description:
Program administration (CDBG-CV) for Small Business Employee Retention Grant.

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Proposed Accomplishments

Actual Accomplishments

Number assisted:

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### CDBG Activity Summary Report (GPR) for Program Year 2019

#### FOUNTAIN VALLEY

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#### Percent Low/Mod

No data returned for this view. This might be because the applied filter excludes all data.
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2019  
FOUNTAIN VALLEY

PGM Year: 2019  
Project: 0001 - Neighborhood Revitalization  
IDIS Activity: 947 - Ayala & Barreca - Emergency Grant  
Status: Completed 7/14/2020 12:00:00 AM  
Location: 18905 Santa Isadora St  Fountain Valley, CA 92708-6221  
Objective: Provide decent affordable housing  
Outcome: Affordability  
Matrix Code: Rehab; Single-Unit Residential (14A)  
National Objective: LMH

Initial Funding Date: 07/13/2020  
Description: Grant for home rehabilitation.

Financing

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Proposed Accomplishments  
Housing Units: 1

Actual Accomplishments

Number assisted:

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Female-headed Households:

0 0 0
### Income Category:

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<th>Person</th>
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<tr>
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### Annual Accomplishments

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<tbody>
<tr>
<td>2019</td>
<td>Single Family Home Rehabilitation</td>
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CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 15, 2020

SUBJECT: Approve the Agreement with Care Ambulance Services Inc. for ambulance unit hour purchases and surge ambulance coverage, and the agreement with Wittman Enterprises, LLC for patient transportation billing services. Authorize an appropriation of $50,000 from the General Fund for operational expenses to be added to the FY 20/21 budget.

EXECUTIVE SUMMARY:

The City of Fountain Valley has contracted with CARE Ambulance Services Inc. (Care) for emergency transport services since February 1, 1998. The City's current Ambulance Services Agreement Contract 11-09 expires on February 1, 2021. On October 16, 2018 council approved A.P. Triton, LLC (AP Triton) to conduct an Emergency Medical Services study. The study sought to appraise the value and operational opportunities of the City's ambulance service area. An operational model that involves purchasing emergency ambulance unit hours and contracting emergency medical cost recovery through private vendors was identified in the EMS study. This model would both maintain and improve our already high level of emergency ambulance service. The model would also provide financial relief for the extensive costs realized by the City when deploying emergency medical first responders and advanced life support paramedics. A recent RFP for like services was conducted by the City of Anaheim; in an effort to save time, but still gain the assurances that have been embedded into a competitive selection process, staff recommends piggybacking off of the agreement established through the City of Anaheim’s RFP.

DISCUSSION:

On October 16, 2018, the City Council approved an agreement with AP Triton to conduct an ambulance feasibility study to analyze the value of the City's ambulance service area in light of economic and legal changes in the marketplace. The purpose of this study was to evaluate the various options available to provide efficient and cost effective delivery of 9-1-1 emergency ambulance transportation services for the City of Fountain Valley. The objective was to determine the key factors that are important to the City in providing these services, such as, determining the most appropriate delivery model to meet our objectives, reducing the financial impact of emergency ambulance transportation to the
community, and offsetting some of the costs realized by the City relating to emergency medical services through cost recovery.

The City of Fountain Valley has contracted with Care for emergency medical transportation since February 1, 1998 and has always received excellent ambulance services. In 2010, the original contract expired and after completing a comprehensive RFP process in 2011, the emergency ambulance transportation contract was again awarded to Care. The City's current Ambulance Services Agreement Contract 11-09 expires on February 1, 2021. The agreement allowed for either one or two year extensions, not to exceed ten years. February 1, 2021 will complete the tenth and final year of the agreement.

Ambulance Services Agreement Contract 11-09 with Care provides an operational model in which one 24-hour ambulance is always committed to the City for emergency response. Additional units (surge) are provided as needed to meet demand. All billing and collections are controlled by Care. This results in a minimal financial return to the City to offset the unfunded costs realized by emergency medical services (EMS) first responders and the advanced life support (ALS) paramedic program. The A.P. Triton EMS study has identified both financial and operational opportunities by utilizing a model for ambulance services that involves purchasing unit hours of ambulance service to provide transport from a private contractor, and contract billing to a separate vendor. As a recognized Health and Safety Code Sec. 1797.201 provider, the City of Fountain Valley retains not only the right to provide ambulance services, but has a statutory obligation as well. The proposed ambulance delivery model will continue to utilize one 24-hour ambulance committed to the City for emergency response, but will also include a 10-hour ambulance committed to the City during our peak response times. Additionally, an agreement to provide surge ambulances during peak call times exceeding our dedicated unit's response capabilities is included in the agreement.

As recent as May 7, 2019 the City of Anaheim awarded an agreement to Care for the purchase of unit hours for emergency ambulance transportation and Wittman Enterprises, LLC (Wittman) for emergency medical cost recovery. The City of Fountain Valley's Contracting Procedures (Municipal Code Section 2.36.070) allow for bidding to be dispensed with when piggybacking off the price that was previously established by another government agency; provided the solicitation was made in a competitive manner and awarded to the lowest responsible bidder. The City of Anaheim conducted a competitive bidding process whereby Care and Wittman had either/or the lowest cost, highest score, and the greatest depth of experience with the Orange County EMS system. To assure that the agreement met the needs of the City of Fountain Valley, A.P. Triton was utilized as a consultant to assist staff in contract negotiations with Care and Wittman on behalf of the City of Fountain Valley in order to piggyback off the City of Anaheim’s pricing structure.
If approved by the City Council, the new agreement, would become effective on December 1, 2020. The citizens of Fountain Valley will see no change in EMS services; they will see improved response times from our committed ambulances and reduced financial impacts due to the change in our paramedic subscription program. Our paramedic subscription program will continue and will now waive any non-insurance covered costs, such as insurance deductibles for members who pay the annual $80 fee. Under the new agreement, calls to 9-1-1 for emergency service will no longer result in a $300 resident and $350 non-resident fee charge for residents who are not members of the program. The City will contract with Care for ambulance services, paid at a final unit-hour rate of $87.24 for a 24-hour unit and $87.89 for a 10-hour unit in the first year. Additionally, surge ambulance coverage will be provided for $67.50 per quarter hour in the first hour and $60.00 per quarter hour after the first hour. Wittman, on behalf of the City will bill for all EMS and ambulance related services. The patient will only be billed directly if a balance remains after insurance payments have been received and they are not part of the paramedic subscription program. The City will pay Wittman 4.25% of net collections for their service.

Additionally, under this model, the City will be eligible to participate in State and Federal programs such as the Ground Emergency Medical Transport program (GEMT). This program partially reimburses for Medicaid patients. The City will also receive the State Quality Assurance Fee (QAF) for Medical transports. The cost of these agreements with Wittman and Care are dependent on the number of EMS responses and transports. Cost recovery for paramedic response and ambulance transport is dependent upon medical call volume, the insurance payer mix and collection rates. Receipt of GEMT and QAF reimbursements are dependent upon State and Federal formulas that are recalculated each year. Based upon information provided by A.P. Triton, these programs are expected to generate revenue. The City will participate in the QAF program upon initiating the new model, but will not be eligible for the GEMT program until July 1, 2021. Starting January 1, 2022, State A.B. 1705 will replace both the QAF and GEMT program and based upon A.P. Triton’s information, expected revenue could be two to three times what the current program collects.

The new ambulance model will require some initial purchases as well as ongoing operating costs. The fire department, through Metro Net will dispatch our dedicated ambulances. In order for the department to dispatch the dedicated ambulances, the City will be required to provide the ambulance crews with a pager, cell phone, mobile data computer and tablet. Additionally, the City will be responsible for providing the fuel for the ambulances as well as providing all needed disposable medical supplies.

**FINANCIAL ANALYSIS:**

Although the prioritized objectives of the new ambulance delivery model focus upon increasing our operational capabilities and reducing financial impact to our residents, staff
also projects net revenue from the program. Currently, the City subsidizes the cost of providing emergency medical services. The current projected budget for the Paramedic Program alone is approximately $3,500,000 with offsetting EMS revenues of approximately $851,400. This results in a subsidized cost of $2,648,105 for the paramedic program. After evaluating the City insurance payer mix, total EMS responses, patient transports (including both ALS and BLS transports), creating a rate structure based upon the A.P. Triton EMS study and including current and projected revenue from GEMT, QAF, and the new program created by A.B. 1705, staff projects additional net revenue of approximately $300,000 initially, with additional potential revenue based upon the projections resulting from the A.B. 1705 changes.

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<tr>
<th>Financial Projections (Expenses)</th>
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<tr>
<td><strong>Ambulance and Billing Costs</strong></td>
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<tr>
<td>24-hour Ambulance Yearly Cost (First Year)</td>
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<td>10-hour Ambulance Yearly Cost (First Year)</td>
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<tr>
<td>Projected Surge Ambulance Cost</td>
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<td>Projected Billing Costs</td>
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<td><strong>Total:</strong></td>
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<th><strong>Startup and Operational Costs</strong></th>
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<tr>
<td>Fuel for Dedicated Ambulances (Yearly)</td>
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<tr>
<td>Disposable Medical Supplies (Yearly)</td>
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<td>Cell Phone and Pager X 2 (Yearly)</td>
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<td>Cell Service Access Cards for Mobile Devices (Yearly)</td>
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<tr>
<td>Miscellaneous Expenses (mounting brackets/software License/hardware installation)</td>
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<td>• One time cost</td>
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<td><strong>Total:</strong></td>
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<th>Financial Projections (Revenues)*</th>
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<tr>
<td>EMS Projected Revenue (First Year)</td>
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<tr>
<td>Ambulance and Billing Costs (First Year)</td>
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<tr>
<td>Net Revenue</td>
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<tr>
<td>Minus existing EMS Revenue</td>
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<tr>
<td><strong>Total New Revenue:</strong></td>
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*Revenue projected represents 12 months of new revenue with an anticipated start date of 12/1/20. Projected revenue for FY20/21 is approximately $187,646, representing seven months of new revenue.
A budget amendment is requested from the General Fund for all one-time and recurring operational costs as provided above. Recurring operational funds will be added to the appropriate department line items within the FY 20/21 budget.

The term of the agreement with Care is for three years, with an additional three year extension. The quoted unit hour cost provided by Care includes an annual 5% increase. To remain current with our ambulance billing rates, staff requests that the established ambulance billing rates be increased yearly by 5% throughout the term of the agreement.

ATTORNEY REVIEW:

The attorney for the City has reviewed and approved the agreements.

ALTERNATIVES:

Alternative No. 1: Approve the Agreement with Care Ambulance Services Inc. for ambulance unit hour purchases and surge ambulance coverage, and approve the agreement with Wittman Enterprises, LLC for patient transportation billing services. Authorize an appropriation of $50,000 from the General Fund for operational expenses to be added to the FY 20/21 budget.

Alternative No. 2: Do not approve the Agreement with Care Ambulance Services Inc. for ambulance unit hour purchases and surge ambulance coverage, and do not approve the agreement with Wittman Enterprises, LLC for patient transportation billing services. Authorize an appropriation of $50,000 from the General Fund for operational expenses to be added to the FY 20/21 budget.

RECOMMENDATION:

Staff recommends Alternative No. 1

Prepared by: William McQuaid, Battalion Chief
Reviewed by: Ron Cookston, Fire Chief
Reviewed by: Hye Jin Lee, Public Works Director
Fiscal Review by: Jennifer Lampman, Finance Director
Approved By: Rob Houston, City Manager
Attachment 1: Care Ambulance Inc. Agreement

Attachment 2: Wittman Enterprises, LLC Agreement
CON-20-
PROFESSIONAL SERVICES AGREEMENT
AMBULANCE SERVICES

THIS AGREEMENT (hereafter "AGREEMENT"), dated for purposes of identification only this 15th day of September, 2020, is made and entered into by and between the CITY OF FOUNTAIN VALLEY, a municipal corporation, hereinafter referred to as "FOUNTAIN VALLEY," and CARE AMBULANCE SERVICE, INC., a California Corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the City of Anaheim ("ANAHEIM") issued a Request for Proposals for Emergency Medical Transportation and Related Services to obtain an exclusive primary provider of ambulance transport services. A copy of said Request for Proposals is available at the office of the Fountain Valley City Clerk for reference and is hereinafter referred to as "RFP"; and

WHEREAS, CONTRACTOR submitted a Proposal dated December 28, 2018 (hereafter referred to as "RFP Response"), a copy of which is on file with the Fountain Valley City Clerk and certain portions of which are incorporated herein by this reference as specifically provided herein; and

WHEREAS, CONTRACTOR is an ambulance provider that is fully licensed and otherwise qualified to perform the work required by this Agreement and was selected by ANAHEIM following evaluation of proposals submitted in response to said RFP; and

WHEREAS, FOUNTAIN VALLEY desires to “piggyback” on the RFP and RFP Response and utilize the services of CONTRACTOR to provide primary ambulance transport services in accordance with all applicable laws, the RFP and selected options from CONTRACTOR’s RFP Response.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREFIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICE - RESPONSE AREAS

For reporting purposes, the response area includes the geographic areas in and around the City of Fountain Valley, including future annexations, as well as geography covered by the merging of services with non-Fountain Valley areas.
SECTION 2. GENERAL REQUIREMENTS

CONTRACTOR shall perform all contractual services in accordance with both the letter and spirit of all requirements, conditions, specifications, expectations, and other parameters delineated in this AGREEMENT, to the reasonable satisfaction of FOUNTAIN VALLEY. All statements made and actions taken by CONTRACTOR in the execution of contractual obligations shall be done in a prudent, professional, and courteous manner that supports and/or advances FOUNTAIN VALLEY’s Emergency Medical Services (“EMS”) mission of optimizing patient outcome by providing superior quality patient care with proficiency and compassion. CONTRACTOR decision making and conduct shall always be guided by and reflect only the highest ethical standards, conform with the principles of fairness and equal justice, and demonstrate respect and dignity for all human beings.

A. CONTRACTOR will be responsible for ensuring all facilities, properties, vehicles, material, and documents/records used or available for use in the performance of services and/or in the execution of obligations under this AGREEMENT are in good condition, fully functional, and maintained in a clean, orderly, and organized manner.

B. CONTRACTOR shall designate one person, approved by FOUNTAIN VALLEY, as its official liaison to FOUNTAIN VALLEY who will serve as the primary contact and interface, and whose office shall be in Orange County or as close thereto as practical. In order to foster teamwork and efficiency, it is imperative that there be an outstanding working relationship and excellent communications between agencies and agency liaisons.

C. CONTRACTOR shall ensure that ambulance personnel have sufficient understanding of, and are at all times in compliance with, all applicable EMS-related laws (federal, state, local), including, but not limited to: (1) California Health & Safety Code, Division 2.5; (2) California Code of Regulations, Title 22, Division 9, Chapter 2; (3) California Vehicle Code; and (4) OCEMS policies, procedures, and standing orders.

D. CONTRACTOR shall ensure that ambulance personnel comply with all local, State and FOUNTAIN VALLEY protocols (i.e., official rules, policies, procedures, standing orders, guidelines, etc.), as well as CONTRACTOR’s internal protocols. CONTRACTOR, including any individual ambulance operator, shall immediately bring to the attention of FOUNTAIN VALLEY any protocol that appears to conflict with other protocols in order to reconcile the inconsistency, contradiction, and/or ambiguity.
E. CONTRACTOR shall provide all services in this Agreement without regard to the patient’s national origin, ethnicity, color, religion, sexual orientation, gender, age, insurance status, or ability/inability to pay. Any violation of this policy will be deemed a material breach and grounds for immediate contract termination.

F. CONTRACTOR shall develop and maintain a comprehensive and relevant Continuous Quality Improvement plan.

G. CONTRACTOR shall ensure that relevant and frequent education and training courses are offered to assist field personnel in maintaining certification/licensure as defined in California Code of Regulations Title 22, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the Quality Assurance / Continuous Quality Improvement Plan.

SECTION 3. VEHICLES

A. 24 hour Ambulances CONTRACTOR shall provide One (1) Ambulance unit deployed 24 hours per day, 365 days per year, for a total of 8760 yearly unit hours, or actual unit hours worked. Upon the mutual agreement of FOUNTAIN VALLEY and CONTRACTOR, additional units may be added.

B. Partial Shift Ambulances Upon the mutual agreement of FOUNTAIN VALLEY and CONTRACTOR, the CONTRACTOR shall provide one or more Ambulance unit(s) for actual unit hours worked. Upon the mutual agreement of FOUNTAIN VALLEY and CONTRACTOR, additional partial shift units may be added to the Standard Deployment of Ambulances. If the partial shift Ambulances are added to the Standard Deployment they shall follow the Minimum Required Equipment outlined in Sub-Section E below. A minimum of One (1) Ambulance unit deployed 10 hours per day, 365 days per year for a total of 3,650 yearly unit hours will be utilized in addition to the 24 hour ambulance.

C. All ambulances shall be housed at locations reasonably approved by Fountain Valley’s Fire Chief within the boundaries of FOUNTAIN VALLEY, or other such locations as are reasonably approved in writing by Fountain Valley’s Fire Chief.

D. CONTRACTOR shall use the ambulances outlined in APPENDIX B, Ambulance Specifications Sheet and all units must meet or exceed the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of
Transportation, and the Orange County EMS Agency. All vehicles and or replacement vehicles are subject to the reasonable approval of FOUNTAIN VALLEY.

E. Minimum Required Equipment / Supplies / Inventory for Ambulances

1. On-Board 800 MHz Radio - Each ambulance shall be equipped with an on-board 800 MHz mobile radio capable of communicating in the Orange County system.

2. Medical Equipment & Supplies Inventory - CONTRACTOR shall ensure that the medical equipment and supplies inventory of all ambulances complies with Orange County protocols.

3. Standardized Inventory - CONTRACTOR shall provide the plan/system to ensure standardization of EMS equipment and supplies of ambulances with the EMS equipment and supplies used by FOUNTAIN VALLEY.

4. Supplies Restock System - CONTRACTOR shall use reasonable efforts to provide a fully stocked ambulance with all disposable medical supplies per Orange County EMS specifications. During the course of the contract, FOUNTAIN VALLEY will provide all restocking of used supplies. CONTRACTOR shall be responsible for ensuring that all ambulances are, at all times, equipped and supplied with the minimum required inventory.

F. CONTRACTOR shall be responsible for, and bear all costs for all routine preventive maintenance and repairs of ambulances. CONTRACTOR shall adhere to its maintenance and maintenance records plan during the term of this Agreement. Disruption in service due to CONTRACTOR’s non-compliance with the maintenance plan will be considered a material breach.

G. General Replacement Policy - When an ambulance must be taken out of service due to mechanical failure of vehicle or scheduled maintenance (does not include IT equipment, but does include contractors 800 Mhz radio’s) CONTRACTOR shall ensure that a replacement ambulance is immediately provided that meets the same requirements/specifications.

H. If a dedicated ambulance is permanently taken out of service, CONTRACTOR shall replace the ambulance with a substantially similar ambulance, meeting the requirements set forth in this Section 3 (“Vehicles”) and mutually agreed upon by CONTRACTOR and fire chief.

SECTION 4. SURGE PLAN

CONTRACTOR may use any ambulance in its fleet for surge purposes so long as it meets or exceeds the requirements of the California Highway Patrol, the California Department
of Motor Vehicles, the United States Department of Transportation, and the Orange County EMS Agency.

A. Minimum Required Equipment / Supplies / Inventory

1. FOUNTAIN VALLEY must be able to contact ambulance (for ETA, etc) either directly or through CONTRACTOR'S dispatch center.

2. Medical Equipment & Supplies Inventory – CONTRACTOR shall ensure that the medical equipment and supplies inventory of all surge ambulances complies with Orange County protocols.

3. Ambulance Supplies Restock System – FOUNTAIN VALLEY shall be responsible for ensuring that all disposable supply items are replaced on scene of an emergency when possible. If items are used but not replaced, a detailed report can be submitted to FOUNTAIN VALLEY with the incident number and items used and they will be replaced as soon as practicable.

SECTION 5. TIME STANDARDS

The following ground ambulance time standards are a goal at a compliance rate of at least 90% (fractile) by Ambulance crews. CONTRACTOR shall work with FOUNTAIN VALLEY to ensure that all dedicated crews and any surge protection complies with the below standard. If units fall below the time standard, CONTRACTOR will work with FOUNTAIN VALLEY to bring the standard up to the 90% (fractile). It is understood that surge units may not meet the standard solely due to distance if they are outside of Fountain Valley when given a call; and that is not something the CONTRACTOR can control. However, all efforts will be made to utilize the closest available unit/units to minimize surge unit response times.

ALARM to ENROUTE INTERVAL, 07:00 - 20:00 ≤ 1 minute
ALARM to ENROUTE INTERVAL, 20:00 - 07:00 ≤ 2 minutes
ENROUTE to ON SCENE INTERVAL, CODE-3 ≤ 10 minutes
ENROUTE to ON SCENE INTERVAL, CODE-2 ≤ 15 minutes

SECTION 6. PERSONNEL AND HOUSING

A. Staffing

1. CONTRACTOR shall ensure all units, regardless of hours staffed, are at all times staffed by Two (2) Emergency Medical Technicians (EMTs) certified in Orange County.

B. General Employment Policies
1. **Employee Wellness & Personnel Assistance Resources** – CONTRACTOR shall ensure all employees have access to a Wellness & Personnel Assistance program and/or resources.

2. **Criminal Background Check** - CONTRACTOR shall include a background check in its hiring process and comply with all State EMS Authority and LEMSA criminal history check requirements for all its employees who work in Orange County. CONTRACTOR shall contact all references given on applications including, but not limited to, former EMS employers.

3. **Physical Fitness Testing & Training** – CONTRACTOR shall ensure each EMT passes physical fitness testing or training used as part of the initial hiring process and/or ongoing health maintenance.

4. **Driver History** – CONTRACTOR shall require all ambulance drivers in its employ to submit a current California Department of Motor Vehicles Driving Record Report as requested by FOUNTAIN VALLEY. Contractor shall utilize the California Department of Motor Vehicles Pull Notice Program for all ambulance personnel in its employ.

5. **Driver Training Program** – CONTRACTOR shall require all ambulance personnel in its employ to successfully complete an approved emergency ambulance driver-training program to ensure ambulances are operated in a legal and safe manner. The driver-training program shall be designed to verify driving proficiency upon hire and at reasonably spaced periodic intervals. The driver program shall meet or exceed industry standards. CONTRACTOR shall ensure its vehicles are at all times operated in a safe manner.

6. **Vehicle & Equipment Familiarity** – CONTRACTOR shall ensure all employees who staff any ambulance as part of this AGREEMENT are thoroughly familiar with all aspects of vehicle operation, and the location and use of all on-board equipment and supplies.

C. **Uniforms & Personal Protective Equipment**

1. **Uniforms** - CONTRACTOR employees shall wear uniforms that are mutually agreed upon by CONTRACTOR and FOUNTAIN VALLEY when functioning as on-duty EMTs on an FOUNTAIN VALLEY contract Ambulance. Uniform requirements may be changed at any time during the Term of this AGREEMENT with mutual agreement of CONTRACTOR and Fire Chief.
2. **Personal Protective Equipment (PPE)** - CONTRACTOR shall ensure employees have appropriate PPE that meets national safety standards for EMS personnel, to include helmet, reflective vest, eye protection, bullet proof vests, and ear/hearing protection.

3. **Costs** – CONTRACTOR or their employees shall bear all uniform and PPE related costs except where specified otherwise, including cleaning, maintenance, repair, and replacement. Before commencement of this AGREEMENT, FOUNTAIN VALLEY and CONTRACTOR will agree on the specific brand/model/type of PPE to be used.

D. **Employee Appearance & Behavior**

1. **General Appearance** – CONTRACTOR shall ensure that employees at all times look and act in a professional manner to instill confidence in the citizens we serve, and to preserve the reputation of FOUNTAIN VALLEY and the Fire Service/EMS profession generally.

2. **Grooming & Hygiene** – Employees shall be clean and well-groomed at all times while on-duty or otherwise representing FOUNTAIN VALLEY.

3. **Mental Alertness** – Employees shall report for duty well-rested, alert, and not under the influence of any substance, legal or illegal, that may impair their judgment and/or performance.

4. **Physical Fitness** – Employees shall keep themselves at a level of physical fitness sufficient to ensure they are capable of performing all the physical functions expected of an EMT.

5. **Conduct** – Employees shall always act in a safe, professional, and courteous manner.

6. **Advocacy** – Employees are deemed part of the EMS system, and are expected to always act in the best interests of the EMS system and the patients.

E. **Facilities**

1. **Ambulance Station / Crew Quarters** – All dedicated ambulances and crews will be stationed within FOUNTAIN VALLEY at a location mutually agreed upon by CONTRACTOR and Fire Chief.

2. **Security** – CONTRACTOR shall ensure each EMT complies with the security plan/measures outlined by CONTRACTOR used to adequately protect the personnel, equipment, supplies, and Ambulances while in quarters.
3. **Inspections** – FOUNTAIN VALLEY’s, on-duty EMS Manager or designee will have the authority, but not the obligation, to inspect all facilities, properties, vehicles, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations. CONTRACTOR refusal to permit such inspection will be deemed a material breach and grounds for immediate termination of the AGREEMENT.

**SECTION 7. OPERATIONS**

A. **Dispatch** – CONTRACTOR shall be solely responsible for obtaining, installing, and maintaining a system that directly links surge ambulances and crews together with CONTRACTOR’s Dispatch, and will be solely responsible for all installation, maintenance, repair, and other related costs necessary to ensure that the system remains operational at all times. FOUNTAIN VALLEY will be responsible for these requirements and systems for all dedicated unit’s communications with Metro Net.

B. **Fuel** – FOUNTAIN VALLEY will provide all fuel to dedicated units.

C. **Medical Supplies and durable PPE** – FOUNTAIN VALLEY will replace all used medical supplies and PPE on dedicated units.

D. **Incident Command & Patient Authority** – Responsibility for patient care and authority to make assessment, treatment, and/or transport decisions vests with FOUNTAIN VALLEY personnel (Paramedics particularly, if on scene). Employees will work under the direction of the FOUNTAIN VALLEY Captain/Incident Commander and/or the Paramedic(s) in charge of the patient and/or incident. CONTRACTOR’s employee’s actions should be in support of, and consistent with, FOUNTAIN VALLEY’S efforts and CONTRACTOR’s employees shall respond to the directions of FOUNTAIN VALLEY personnel in a positive and affirmative manner.

**SECTION 8. MUTUAL AID**

If CONTRACTOR chooses to enter into an agreement with an outside ambulance company to provide surge protection for FOUNTAIN VALLEY, the agreement between CONTRACTOR and the separate organization must be approved by FOUNTAIN VALLEY before it may commence.

**SECTION 9. COMPENSATION TO CONTRACTOR**

A. FOUNTAIN VALLEY agrees to compensate CONTRACTOR based on a Unit Hour Cost. CONTRACTOR shall be paid based on the total number of Ambulance Unit Hours billed. A basic “CONTRACT PRICE” is outlined in **APPENDIX A**, but the actual fee paid to the
CONTRACTOR will be based on the total number of Unit Hours billed, including Special Events and Surge Protection outlined in Section 9, Sub-Section D and E. All specific Unit Hour Costs are outlined in APPENDIX A.

B. CONTRACTOR'S costs for providing all Emergency Transportation Services are listed in APPENDIX A. CONTRACTOR shall not bill FOUNTAIN VALLEY or any of its customers or patients any additional amount for any Services provided under this AGREEMENT, unless it is first approved in writing by the FOUNTAIN VALLEY Fire Chief.

C. On a biweekly basis, FOUNTAIN VALLEY shall electronically transmit to the CONTRACTOR 1/26th of the CONTRACT PRICE to cover all costs associated with providing Services under this AGREEMENT. If Unit Hours are added or reduced, the CONTRACT PRICE shall be adjusted on the last payment of a one year cycle (payment 26 of 26) to reconcile for the actual Unit Hours used. For purposes of this AGREEMENT the 1st biweekly payment (payment 1 of 26) starts two weeks after services commence pursuant to this AGREEMENT.

D. All Special Events shall be paid to CONTRACTOR on a monthly basis, for the previous month's Special Events.

E. All Surge Protection costs shall be paid on a monthly basis for the Surge Protection used in the previous month. The cost of each Surge Protection Unit Hour is outlined in APPENDIX A. The CONTRACTOR shall submit a worksheet on or before the 20th day of each month, outlining the days/hours and Incident numbers for any Surge Protection Unit Hours charged in the prior month. Surge charges shall start as soon as the surge unit goes enroute to the call and ends 10 minutes after the surge unit clears the hospital. The surge unit will be charged for every ¼ hour of usage. Once a new ¼ hour period is reached, that entire ¼ hour rate will be added to the total charge. For example, a unit that is used for 31 minutes will yield three (3) ¼ hour charges. Similarly, a unit that is used for 45 minutes will also equal three (3) ¼ hour charges.

F. The All-Inclusive Reimbursement Rate shall be reviewed and adjusted, if at all, each year prior to the beginning of the next fiscal year. FOUNTAIN VALLEY and CONTRACTOR shall agree to meet on an annual basis throughout the Term of this AGREEMENT to discuss and adjust the CONTRACT PRICE based on two items outlined in APPENDIX A. If any changes are made, the change in CONTRACT PRICE shall take effect starting July 1st and remain in effect for one (1) year.
1. During the Term of the AGREEMENT and upon the mutual agreement of FOUNTAIN VALLEY and CONTRACTOR, the number of Ambulances in service may be increased or decreased. In relation to the above, the CONTRACT PRICE shall be adjusted based upon the Unit Hour Cost reflecting the total number of Ambulances used during the Term of the Agreement.

SECTION 10. DESIGNATION OF AGENTS

FOUNTAIN VALLEY'S Fire Chief, or his/her designee, shall represent FOUNTAIN VALLEY in all matters pertaining to this AGREEMENT, unless otherwise provided herein.

The CEO of CONTRACTOR or his/her designee, shall represent CONTRACTOR in all matters pertaining to this AGREEMENT, unless otherwise provided herein.

SECTION 11. LICENSES AND CERTIFICATES

A. CONTRACTOR shall, within five (5) days of executing this AGREEMENT, obtain a current FOUNTAIN VALLEY business license and maintain such license in effect during the term of this AGREEMENT or any extension thereto.

B. CONTRACTOR shall maintain all licenses, certificates and other documentation as required by the City of Fountain Valley, the County of Orange and/or the State of California during the term of this AGREEMENT.

SECTION 12. INDEPENDENT CONTRACTOR

A. CONTRACTOR is and shall at all times remain as to FOUNTAIN VALLEY a wholly independent contractor. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR’s exclusive direction and control. Neither FOUNTAIN VALLEY nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR’s officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of FOUNTAIN VALLEY. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatsoever against FOUNTAIN VALLEY, or bind FOUNTAIN VALLEY in any manner.

B. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except for the fees paid to CONTRACTOR as provided in this Agreement, FOUNTAIN VALLEY shall not pay salaries, wages, or other compensation to CONTRACTOR for performing services hereunder for FOUNTAIN VALLEY. FOUNTAIN
VALLEY shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder. In addition to the other indemnification provisions of this AGREEMENT, CONTRACTOR shall indemnify, defend, and hold FOUNTAIN VALLEY harmless from claims or liability arising from CONTRACTOR’s employees for city benefits including, but not limited to, pension, health benefits, holiday, vacations, etc.

SECTION 13. DATA COLLECTING, REPORTING, AND DOCUMENTATION

A. FOUNTAIN VALLEY and CONTRACTOR shall meet quarterly to review and discuss Data and Documentation from the previous quarter and track all relevant data from all ambulance responses initiated by FOUNTAIN VALLEY.

1. Data Collection - CONTRACTOR shall work with crews to ensure all data requested by FOUNTAIN VALLEY is collected on each transport.

2. Documentation - CONTRACTOR shall work with FOUNTAIN VALLEY to ensure each crew is complying with the documentation standards set aside by OCEMs. (includes all incidents during a given 3-month period) – Dispatches, Responses Upgraded to Code 3, Responses Cancelled Enroute, Ambulance Crew First At Patient (prior to FOUNTAIN VALLEY arrival), Dry Runs (arrived on scene but no transport), BLS Transports, ALS Transports, Responses Meeting Alarm to Enroute Interval Time Standard, Responses Exceeding Alarm to Enroute Interval Time Standard, Responses Meeting Enroute to On Scene Interval Time Standard, Responses Exceeding Enroute to On Scene Interval Time Standard.

SECTION 14. TERM

A. CONTRACTOR shall commence operations under this AGREEMENT within fifteen (15) days of receipt of written notification to commence from the Fountain Valley Fire Chief or designee, and sooner if the need arises to prevent any interruption in Service.

B. The term of this AGREEMENT shall commence on the date this AGREEMENT is executed by FOUNTAIN VALLEY and shall terminate three (3) years thereafter, unless sooner terminated as provided herein ("Initial Term"). (hereinafter the phrases “Initial Term” and “Renewal Term,” if any, shall be collectively referred to as the “Term”).

C. This AGREEMENT may be renewed upon the same terms and conditions for no more than one (1) additional three (3) year term after the Initial Term ("Renewal Term"), unless sooner terminated as provide hereunder. CONTRACTOR shall provide written notice to FOUNTAIN VALLEY of its intent to request renewal of this AGREEMENT no later than nine
(9) months prior to the expiration of the Initial Term. The following conditions shall be satisfied prior to approval by FOUNTAIN VALLEY of such request for renewal by CONTRACTOR:

(1) The City Council finds and determines, by formal vote, that CONTRACTOR’s services rendered during the term of this AGREEMENT to date comply in all aspects with the terms and conditions of this AGREEMENT.

(2) FOUNTAIN VALLEY’S Fire Chief and City Manager recommend renewal.

SECTION 15. TERMINATION

A. CONTRACTOR understands that the continuation of this AGREEMENT after the close of any fiscal year of FOUNTAIN VALLEY, which fiscal year ends on June 30 of each year, shall be subject to budget approval providing for or covering such contract items as an expenditure in said budget. FOUNTAIN VALLEY does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget herein. No penalty shall accrue to FOUNTAIN VALLEY in the event this provision shall be exercised. Should termination be accomplished in accordance with this Section, a settlement shall be negotiated by the parties based on items delivered, services provided, monies paid and monies due.

B. Either party may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the other party, at least 120 days (initiated by FOUNTAIN VALLEY) or 365 days (initiated by CONTRACTOR) prior, written notice. Upon termination of this AGREEMENT, CONTRACTOR shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise.

C. In the event this AGREEMENT is terminated pursuant to this section, FOUNTAIN VALLEY shall pay to CONTRACTOR the actual value of the work performed up to the time of termination. Upon termination of the AGREEMENT pursuant to this section, CONTRACTOR will submit an invoice to the city detailing work performed up to the time of termination.

SECTION 16. BREACH OF AGREEMENT

A. CONTRACTOR’s failure to materially perform the covenants and requirements set forth in this AGREEMENT in the time and manner specified shall constitute a breach of this AGREEMENT and cause for termination upon written notice of such breach to CONTRACTOR by FOUNTAIN VALLEY, and failure to cure such breach within 15 days by CONTRACTOR.
B. Other factors warranting termination for cause include, but are not limited to the following:

1. Failure of CONTRACTOR to operate the portion of the ambulance service system for which CONTRACTOR is responsible in a manner which enables the Fire Department and CONTRACTOR to remain in material compliance with the requirements of the County of Orange Emergency Medical Services Agency ("EMSA") ambulance ordinance and related rules and regulations.

2. Supplying the Fire Department with materially false or misleading information during the course of producing required monthly response reports.

3. Willful falsification or unreasonable withholding of data supplied to the Fire Department or to the EMSA Medical Director during the course of operation, including, but not limited to: dispatch data, patient report data, response time data, financial data, or omission of other data required under this AGREEMENT.

4. Repeated failure to meet the minimum vehicle deployment plan for ambulance service as described in this AGREEMENT.

5. Repeated failure of CONTRACTOR’s employees to conduct themselves in a professional and courteous manner, and to present a professional appearance.

6. Repeated failure of CONTRACTOR to maintain all required vehicle maintenance schedules and records as set forth in this Agreement.

7. Repeated failure of CONTRACTOR to maintain all training and continuing education per County of Orange EMSA policies and procedures and State regulations.

8. Repeated failure of CONTRACTOR to meet any other clinical requirements contained or referenced in this Agreement.

9. Repeated failure or refusal of CONTRACTOR to respond to any reasonable request of FOUNTAIN VALLEY’S Fire Chief or designee concerning the operation of the EMS delivery system in FOUNTAIN VALLEY.

10. Transfer of ownership or interest in CONTRACTOR of more than twenty-five percent (25%) or sale or transfer of twenty five percent (25%) of CONTRACTOR’s assets without the prior written consent of FOUNTAIN VALLEY.

11. Material disruption of service due to failure to maintain contractor’s ambulance vehicle maintenance schedule.
12. The lapse of any license, permit or approval issued CONTRACTOR necessary to provide the Services under this AGREEMENT by a federal, state or local government.
13. Repeated failure to adhere to the standards of the Commission on Accreditation of Ambulance Services, as amended from time to time.
14. The breach or default by CONTRACTOR of any material provision of this AGREEMENT or any covenant specifically contained herein or incorporated by reference.
15. The loss by CONTRACTOR of legal capacity to contract.
16. CONTRACTOR becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or suffers or fails to pay and discharge within ninety (90) days of entry any final judgment (after exhaustion of any period of appeals) by any court in an amount of one hundred thousand dollars ($100,000.00) or more.
17. CONTRACTOR files, or there is filed against CONTRACTOR, a petition to have CONTRACTOR adjudicated bankrupt, or a petition for a reorganization or arrangement under any law relating to bankruptcy or insolvency.
18. CONTRACTOR is enjoined or prohibited by any court of competent jurisdiction from performing services under this AGREEMENT.
19. The assets of CONTRACTOR are assumed by a trustee or other person pursuant to a judicial proceeding.
20. CONTRACTOR breaches or defaults in the performance of any of CONTRACTOR’s material duties or obligations arising under this AGREEMENT involving the payment of money, and after receiving written notice thereof from FOUNTAIN VALLEY fails within seven (7) days from receipt of such notice to have fully cured and corrected such breach or default.
21. Lapse of insurance required under this AGREEMENT.
22. An unconscended assignment or delegation as defined below.
23. Repeated failure to manage and resolve citizen complaints to the reasonable satisfaction of the FOUNTAIN VALLEY Fire Chief.
24. Repeated failure to meet the on-time performance criteria as set forth within this AGREEMENT.
C. No waiver of any Event of Breach or Default shall be valid or effective unless in writing and signed by FOUNTAIN VALLEY. Any waiver of any one Event of Default or Breach shall not constitute, or be construed as creating, a waiver of any other Event of Default or Breach.

D. Nothing herein shall act as any limitation upon the remedies available to FOUNTAIN VALLEY whether at law, or otherwise, in the event of a breach or default of this AGREEMENT.

SECTION 17. COMPLIANCE WITH LAWS

In the performance of this AGREEMENT, CONTRACTOR shall abide by and conform to (and shall ensure that CONTRACTOR’S employees, agents and representatives, if any, shall abide by and conform to) any and all applicable laws, statutes, safety rules, regulations and practices of the United States, the State of California, the Charter and Ordinances of the City of Fountain Valley, and any other local laws. Such compliance includes, but is not limited to, the California Health and Safety Code, the California Vehicle Code, and the County of Orange Emergency Medical Service policies and procedures.

SECTION 18. LAWS GOVERNING CONSTRUCTION OF TERMS

This AGREEMENT shall be governed by the laws of the State of California. Any legal action concerning or arising out of this AGREEMENT shall be filed in a court of the State of California having jurisdiction of the subject matter, and venue shall be in the County of Orange, State of California.

SECTION 19. RESOLVING COMPLAINTS ABOUT SERVICE

A. CONTRACTOR shall advise FOUNTAIN VALLEY’S Operations Chief or designee in writing within ninety six (96) hours of service-oriented complaints, written complaints or verbal complaints that are referred to the Director of Operations regarding the delivery of emergency ambulance transport services, unless a safety issue is involved in which case such notification in writing shall occur within the same shift in which the complaint was received.

B. All problems reported to CONTRACTOR either by a third party or by FOUNTAIN VALLEY relating to emergency ambulance transport services provided by CONTRACTOR shall be referred directly to the appropriate manager of CONTRACTOR. It shall be the responsibility of said manager to conduct a thorough investigation, including discussions with appropriate employees and representatives of any external agency that may be making the complaint. A report regarding the disposition of same shall be provided to FOUNTAIN VALLEY’S Fire Chief within
fourteen (14) days of receipt of the complaint. The report provided to the Fire Chief shall state the name, address and telephone number of the complainant; the subject matter of the complaint; the date, time and location of the incident about which the complaint relates; witnesses to the incident; and the names of the employees involved in the incident. The report shall also included recommendations by CONTRACTOR for resolving the complaint, or disposition of the complaint if already resolved.

C. Nothing stated herein precludes FOUNTAIN VALLEY from conducting an independent investigation of any complaint.

SECTION 20. **DISPUTES BETWEEN CONTRACTOR AND FOUNTAIN VALLEY**

Either party hereto may give the other party written notice of any dispute with respect to this AGREEMENT. Such notice shall specify a date and location for a meeting of the parties hereto at which such parties shall attempt to resolve such dispute. The FOUNTAIN VALLEY Fire Chief shall cause a record to be kept of the proceedings conducted and information presented during such meeting. In the event such dispute cannot be resolved by the parties within 30 days, the dispute may be referred by either party to the FOUNTAIN VALLEY City Manager. The decision of the FOUNTAIN VALLEY City Manager shall be final.

SECTION 21. **ASSIGNMENT AND DELEGATION**

CONTRACTOR may not delegate or assign the rights or obligations hereunder, either in whole or in part, without prior written consent of FOUNTAIN VALLEY, which consent may be withheld with impunity by FOUNTAIN VALLEY. Any attempted assignment or delegation in derogation of this paragraph shall be void. For purposes of the Section, a transfer or sale by any shareholder of greater than twenty-five percent (25%) of the stock currently issued by CONTRACTOR, or a sale or transfer of over twenty-five (25%) of the assets of CONTRACTOR, will be deemed an assignment.

SECTION 22. **GRATUITIES**

CONTRACTOR warrants that neither it, nor any of its employees, agents or representatives have offered or given any gratuities to FOUNTAIN VALLEY’s employees, agents or representatives in an attempt to secure this AGREEMENT or favorable treatment with respect thereto.

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SECTION 23. CONFLICTS OF INTEREST

A. CONTRACTOR warrants that it has no blood or marriage relationship, and that it is not in any way associated with, any preparer of this AGREEMENT. CONTRACTOR acknowledges receipt of FOUNTAIN VALLEY’S Conflict of Interest Code, as promulgated in accordance with the Political Reform Act (hereinafter “Code”). CONTRACTOR agrees to abide by such Code, and agrees that any material breach of such Code shall give FOUNTAIN VALLEY the right to rescind, cancel or otherwise terminate this AGREEMENT, at FOUNTAIN VALLEY’S discretion.

B. CONTRACTOR shall be responsible for complying with the Political Reform Act and any other applicable conflict of interest laws, as such laws may be amended from time to time.

SECTION 24. WAIVER

Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of a breach of any provision of this AGREEMENT shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this AGREEMENT unless stated to be such, in writing, by FOUNTAIN VALLEY.

SECTION 25. INDEMNITY

CONTRACTOR agrees to indemnify, defend (at FOUNTAIN VALLEY’S option) and hold harmless FOUNTAIN VALLEY and Metro Cities Fire Authority, their officials, officers, agents, employees, representatives and FOUNTAIN VALLEY-designated volunteers from and against any and all claims, demands, defense costs, actions, litigation, liability, or consequential damages of any kind or nature arising out of or in connection with the performance of, or failure to perform under the terms of this AGREEMENT by CONTRACTOR and/or its employees, officers, representatives and agents, products, suppliers and subcontractors, except only those which arise out of the sole or active negligence of FOUNTAIN VALLEY.

SECTION 26. INSURANCE

Without limiting FOUNTAIN VALLEY’S right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this AGREEMENT, and maintain during the term of this AGREEMENT, insurance coverage as follows:

A. Workers’ Compensation/Employer’s Liability

Workers’ Compensation and Employer’s Liability Insurance in a statutory amount for workers’ compensation, and in an amount not less than $1,000,000 for employer’s liability. Such
insurance shall contain a waiver-of-subrogation clause in favor of FOUNTAIN VALLEY, its
officers, officials, employees, agents, representatives and volunteers.

B. Commercial General Liability

Commercial General Liability Insurance in an amount not less than $3,000,000 per
occurrence, written on an occurrence form. If a policy carries an annual aggregate, such aggregate
shall be in an amount not less than $6,000,000.

C. Comprehensive Automobile Liability

Comprehensive Automobile Liability Insurance in an amount not less than $3,000,000 per
occurrence, covering owned, non-owned and hired vehicles, written on an occurrence form. If
policy carries an annual aggregate, such aggregate shall be in an amount not less than $6,000,000.

D. Ambulance Medical Malpractice

Ambulance Medical Malpractice Insurance in an amount not less than $3,000,000 per
occurrence. If policy carries an annual aggregate, such aggregate shall be in an amount not less
than $6,000,000. Such insurance coverage may be combined with either the general or automobile
liability coverage required above; however, if the insurance coverage is so structured, the
combined coverage shall be in an amount not less than $5,000,000 per occurrence, with an annual
aggregate of not less than $10,000,000.

E. Additional Conditions

The following terms and conditions also apply, as respects the above-referenced General,
Automobile, and Ambulance Liability Insurance:

1. If such liability coverage does not provide for an annual aggregate which is
twice the per-occurrence limit, in the alternative the insurance policy (policies) shall be amended
(by appropriate ISO endorsements) so that the policy limits apply solely to CONTRACTOR’s
activities and obligations under this AGREEMENT.

2. In the event of a claim (claims) against liability insurance which reasonably
may deplete one-half or more of the aggregate limits, CONTRACTOR shall immediately notify
FOUNTAIN VALLEY. In the event of a claim (claims) against such liability insurance which is
reasonably expected to deplete ninety percent (90%) of the aggregate limits, CONTRACTOR
shall, at CONTRACTOR’s expense, reinstate the aggregate limits at least to an amount equal to
one-half of the face amount of the aggregate limits on the policies.
3. Such insurance shall be in a form which provides coverage for the provisions of the indemnification obligations under this AGREEMENT, including a claim (claims) brought against FOUNTAIN VALLEY for the injury to, or death of an employee of CONTRACTOR.

4. Such insurance, except for Ambulance Malpractice coverage (if a stand-alone coverage), shall, by endorsement, contain the following provisions:

“The City of Fountain Valley, its officers, officials, employees, representatives, and FOUNTAIN VALLEY-designated volunteers and Metro Cities Fire Authority are additional insureds as respects the operations, activities, work, errors, or omissions of the named insured arising out of or in connection with any contract or agreement with the City of Fountain Valley.”

“This insurance is primary to, and shall not contribute with, any insurance or self-insurance maintained by the City of Fountain Valley or any of the designated additional insureds.”

F. All insurance policies required under this Agreement shall provide for thirty (30) days prior written notice to FOUNTAIN VALLEY before cancellation, limitation, or reduction of coverage.

G. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by CITY.

H. Prior to commencing any work under this AGREEMENT, CONTRACTOR shall deliver to FOUNTAIN VALLEY insurance certificates confirming the existence of the insurance required by this AGREEMENT, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution of this AGREEMENT, CONTRACTOR shall provide to FOUNTAIN VALLEY endorsements, if necessary, to the above-required policies which amend these policies to comply with the requirements of this Section 26. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signator’s
company affiliation and title. Upon written request from FOUNTAIN VALLEY, it shall be CONTRACTOR’s responsibility to see that FOUNTAIN VALLEY receives documentation acceptable to FOUNTAIN VALLEY which sustains that the individual(s) signing said endorsements is indeed authorized to do so by the insurance company. FOUNTAIN VALLEY has the right to demand, and to receive within a reasonable time period, certified copies of any insurance policies required under this AGREEMENT.

I. In addition to any other remedies FOUNTAIN VALLEY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, FOUNTAIN VALLEY may, at its sole option:

1. Order CONTRACTOR to stop work under this AGREEMENT until CONTRACTOR demonstrates compliance with the requirements hereof.

2. Terminate this AGREEMENT.

Exercise of any of the above remedies, however, is an alternative to other remedies FOUNTAIN VALLEY may have and is not the exclusive remedy for CONTRACTOR’s failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages (to persons or property) resulting from CONTRACTOR’s performance of, or failure to perform, the work covered under this AGREEMENT.

FOUNTAIN VALLEY reserves the right at any time to review the coverage, form, and limits of insurance required herein. If, in the sole and absolute discretion of FOUNTAIN VALLEY, the insurance provisions in this AGREEMENT do not provide adequate protection for FOUNTAIN VALLEY or the users of ambulance service, FOUNTAIN VALLEY shall have the right to require CONTRACTOR to obtain insurance sufficient in coverage, form, and limits to provide adequate protection, and CONTRACTOR shall promptly comply with such requirement. FOUNTAIN VALLEY’S requirements shall not be unreasonable, but shall be adequate in the sole opinion of FOUNTAIN VALLEY to protect against the kind and nature of risks which exist at the time a change of insurance is required, or thereafter, but in no event shall the required limits exceed One Hundred Twenty Percent (120%) of the limits set forth herein. In the event FOUNTAIN VALLEY’s demand for CONTRACTOR to obtain insurance above that required by this
AGREEMENT causes an increase in CONTRACTOR’s insurance costs, FOUNTAIN VALLEY shall reimburse CONTRACTOR the cost of the increase, without markup.

FOUNTAIN VALLEY’S Risk Manager is authorized to lower or reduce the requirements, limits, terms, and conditions set forth herein, provided that (i) any such request from CONTRACTOR must be in writing, (ii) he determines that such change is in the best interest of FOUNTAIN VALLEY, and (iii) he approves such changes in writing to CONTRACTOR.

SECTION 27. AUDITS

A. At any time during normal business hours upon reasonable notice, and as often as may reasonably be deemed necessary, FOUNTAIN VALLEY’S representatives may observe CONTRACTOR’s operations and CONTRACTOR shall make available to FOUNTAIN VALLEY for its examination, its records with respect to all matters covered by this AGREEMENT, and FOUNTAIN VALLEY may audit, examine, copy and make excerpts or transcripts from such records, records of personnel, daily logs, conditions of employment, and other data, including but not limited to financial records, related to all matters covered by this AGREEMENT, FOUNTAIN VALLEY representatives may, at any time and without notification, directly observe the CONTRACTOR’s operation of the ambulance dispatch center, maintenance facility, or any ambulance post location, and a FOUNTAIN VALLEY representative may ride as “observer” on any of the CONTRACTOR’s ambulance units at any time.

B. FOUNTAIN VALLEY’S right to observe and inspect operations or records in CONTRACTOR’s business office shall be restricted to normal business hours and reasonable notification shall be given CONTRACTOR in advance of any such visit.

SECTION 28. ANNUAL AUDITED FINANCIAL STATEMENTS

A. CONTRACTOR shall furnish complete annual financial statements of CONTRACTOR to FOUNTAIN VALLEY, including its balance sheet, statement of revenues and expenses, and statement of changes in cash position, with a copy to FOUNTAIN VALLEY’S Auditor. The statement shall have been examined by independent public accountants acceptable to FOUNTAIN VALLEY, and shall include the unqualified opinion of such accountant as to whether such statement is a fair representation of the date included therein.

B. To the extent permitted by law, FOUNTAIN VALLEY will endeavor to maintain as confidential all information contained within such financial statements that is not otherwise available to the public. In the event a demand for disclosure of such information is made,
FOUNTAIN VALLEY will inform CONTRACTOR of such demand and CONTRACTOR may pursue all appropriate action to maintain the confidentiality of such information, at CONTRACTOR’s sole expense. Notwithstanding the foregoing, CONTRACTOR is aware that FOUNTAIN VALLEY is a public agency and subject to the disclosure requirements of California law, including the California Public Records Act.

SECTION 29.   NO THIRD PARTY RIGHTS

The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this AGREEMENT or of any duty, covenant, obligation or undertaking established herein.

SECTION 30.   INTEGRATION CLAUSE

A. This AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements which may have been entered into between the parties. No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

B. If any provision of this AGREEMENT is held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this AGREEMENT are intended to be and shall be deemed severable.

SECTION 31.   NOTICES

Any notice or demand required or permitted to be given by the terms of this AGREEMENT, or by any law or statute may be given by depositing said notice or demand in the U.S. Mail, postage prepaid, or by overnight courier to the address set forth below or any new address provided in writing by either party. Service of said notice or demand shall be complete five (5) days after deposit of said notice or demand in the mail.

FOUNTAIN VALLEY
City of Fountain Valley
10200 Slater Ave.
Fountain Valley, CA 92708
Attn: City Clerk

with a copy to:
Fountain Valley Fire Department
10200 Slater Ave.
Fountain Valley, CA 92708
Attn: Fire Chief

CONTRACTOR
Care Ambulance Service, Inc.
1517 W. Braden Court
Orange, CA 92868
SECTION 33. EFFECTIVE DATE AND AUTHORITY

This AGREEMENT shall be effective on the date it is approved by the FOUNTAIN VALLEY City Council ("Effective Date"). CONTRACTOR and CONTRACTOR’s signators represent that the signators hold the positions set forth below their signatures and that the signators are authorized to execute this AGREEMENT on behalf of CONTRACTOR and to bind CONTRACTOR hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

CITY OF FOUNTAIN VALLEY,
a municipal corporation

By __________________________
Cheryl Brothers, Mayor

DATE OF EXECUTION:

__________________________

ATTEST:

__________________________
Rick Miller, City Clerk

CARE AMBULANCE SERVICE, INC.

By _______________________
Printed Name MICHAEL GOTTMAN
Title President, Managing Director

DATE OF EXECUTION:

9/9/2020

APPROVED AS TO FORM:
Harper & Burns LLP

By _______________________
Colin Burns
Attorney for the City

Date _________________________

September 9, 2020

__________________________
## APPENDIX A
### Cost Sheet

### 24 Hour Unit

<table>
<thead>
<tr>
<th>Tier One</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
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<tr>
<td>EMT 24-hr Shift Wages</td>
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<td>$564,839</td>
<td>$593,081</td>
<td>$623,745</td>
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| Operating Depreciation |        |        |        |        |        |        |
| Ambulance/hardware Depreciation | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 |
| **Sub-Total** | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 |

| Ongoing Operating Expenses |        |        |        |        |        |        |
| Training Costs | $42,000 | $44,100 | $45,305 | $46,620 | $51,051 | $53,604 |
| Station Rent | $39,420 | $41,391 | $43,461 | $45,634 | $47,915 | $50,311 |
| Ambulance Insurance | $4,000 | $6,200 | $6,616 | $6,946 | $7,293 | $7,025 |
| Vehicle Licenses | $2,000 | $2,000 | $2,000 | $2,000 | $2,000 | $2,000 |
| Gas and Oil | $0 | $0 | $0 | $0 | $0 | $0 |
| Repairs and Maintenance | $10,000 | $10,000 | $11,025 | $11,576 | $12,155 | $12,763 |
| Medical Supplies | $0 | $0 | $0 | $0 | $0 | $0 |
| Employee Uniforms | $3,000 | $3,150 | $3,308 | $3,473 | $3,647 | $3,829 |
| Dispatch allocation | $0 | $0 | $0 | $0 | $0 | $0 |
| Admin fees | $50,000 | $53,000 | $56,150 | $58,458 | $72,930 | $74,577 |
| **Sub-Total** | $162,420 | $170,441 | $178,883 | $187,706 | $196,992 | $206,741 |

| Administrative Expenses for BLS Transport Services |        |        |        |        |        |        |
| Margin | $304,475 | $322,383 | $336,370 | $340,079 | $339,973 | $368,061 |
| **Sub-Total** | $304,475 | $322,383 | $336,370 | $340,079 | $339,973 | $368,061 |

| Total Cost 1st Tier Service |        |        |        |        |        |        |
| **Sub-Total** | $764,220 | $801,220 | $840,071 | $880,665 | $923,698 | $968,673 |

| Unit Hour Costs |        |        |        |        |        |        |
| **Sub-Total** | $87.24 | $91.46 | $95.90 | $100.56 | $105.45 | $110.58 |
10 Hour Unit

<table>
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<tr>
<th>Tier One</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
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<td>$23,940</td>
<td>$25,137</td>
<td>$26,394</td>
<td>$27,714</td>
<td>$29,099</td>
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<tr>
<td>Ambulance Insurance</td>
<td>$6,000</td>
<td>$6,300</td>
<td>$6,615</td>
<td>$6,946</td>
<td>$7,283</td>
<td>$7,636</td>
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<td>Vehicle Licenses</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$2,000</td>
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<tr>
<td>Gas and Oil</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Repairs and Maintenance</td>
<td>$4,167</td>
<td>$4,375</td>
<td>$4,594</td>
<td>$4,823</td>
<td>$5,065</td>
<td>$5,318</td>
</tr>
<tr>
<td>Medical Supplies</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Employee Uniforms</td>
<td>$2,000</td>
<td>$2,100</td>
<td>$2,205</td>
<td>$2,315</td>
<td>$2,431</td>
<td>$2,553</td>
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<tr>
<td>Dispatch allocation</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Admin Ops</td>
<td>$25,000</td>
<td>$26,250</td>
<td>$27,563</td>
<td>$28,941</td>
<td>$30,368</td>
<td>$31,867</td>
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<tr>
<td>Sub-Total</td>
<td>$69,867</td>
<td>$74,366</td>
<td>$78,083</td>
<td>$83,832</td>
<td>$90,024</td>
<td>$97,279</td>
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<tr>
<td>Administrative Expenses for BLS Transport Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Margin</td>
<td>$20,154</td>
<td>$30,502</td>
<td>$31,917</td>
<td>$33,403</td>
<td>$34,963</td>
<td>$36,601</td>
</tr>
<tr>
<td>Sub-Total</td>
<td>$20,154</td>
<td>$30,502</td>
<td>$31,917</td>
<td>$33,403</td>
<td>$34,963</td>
<td>$36,601</td>
</tr>
<tr>
<td>Total Cost First Tier Service</td>
<td>$320,699</td>
<td>$335,524</td>
<td>$351,080</td>
<td>$367,434</td>
<td>$384,696</td>
<td>$402,616</td>
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<tr>
<td>Unit Hour Costs</td>
<td>$87.86</td>
<td>$91.92</td>
<td>$96.19</td>
<td>$100.67</td>
<td>$105.37</td>
<td>$110.31</td>
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</table>

Tier 2 Surge

<table>
<thead>
<tr>
<th>Description</th>
<th>1st Hour per 1/4 hr</th>
<th>&gt; 1 hr per 1/4 hr</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 x 24Hr</td>
<td>$75.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>1 x 24 Hr + 1 x 10Hr</td>
<td>$67.50</td>
<td>$60.00</td>
</tr>
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</table>

Additionally, the City shall reimburse Contractor for any penalties paid to Contractor's employees for missed meal periods.
AGREEMENT FOR PROFESSIONAL AMBULANCE BILLING SERVICES BETWEEN THE CITY OF FOUNTAIN VALLEY AND WITTMAN ENTERPRISES, LLC

This Agreement made and entered into this, 1st day of December 2020, by and between the City of Fountain Valley, hereinafter referred to as “PROVIDER,” and Wittman Enterprises, LLC, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, PROVIDER desires to use the billing service offered by CONTRACTOR an independent contractor, as its agent for the purpose of performing the services described in SECTION 2. SCOPE OF SERVICES.

WHEREAS, concurrently with entering into this Agreement the Parties are also entering into the HIPAA Business Associate Agreement (“HIPAA Agreement”), attached hereto and incorporated by this reference as though fully set forth herein; and

WHEREAS, this Agreement is the “UNDERLYING Agreement” as defined by and reference in the HIPAA Agreement.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. TERM: CONTRACTOR shall commence operations under this AGREEMENT within fifteen (15) days of receipt of written notification to commence from the Fountain Valley Fire Chief or designee, and sooner if the need arises to prevent any interruption in Service.

   1.1 The term of this AGREEMENT shall commence on the date this AGREEMENT is executed by PROVIDER and shall terminate three (3) years thereafter, unless sooner terminated as provided herein (“Initial Term”). (Hereinafter the phrases “Initial Term” and “Renewal Term,” if any, shall be collectively referred to as the “Term”).

   1.2 This AGREEMENT may be renewed upon the same terms and conditions for no more than one (1) additional three (3) year term after the Initial Term (“Renewal Term”), unless sooner terminated as provided hereunder. CONTRACTOR shall provide written notice to PROVIDER of its intent to request renewal of this AGREEMENT no later than nine (9) months prior to the expiration of the Initial Term. The following conditions shall be satisfied prior to approval by PROVIDER of such request for renewal by CONTRACTOR:

   (a) The City Council finds and determines, by formal vote, that CONTRACTOR’s services rendered during the term of this AGREEMENT to date comply in all aspects with the terms and conditions of this AGREEMENT.

   (b) FOUNTAIN VALLEY’S Fire Chief and City Manager recommend renewal.
2. **SCOPE OF SERVICES:** CONTRACTOR will perform the services detailed in this section. PROVIDER understands, agrees to, and accepts that CONTRACTOR has no responsibility or obligation for determining the accuracy of any claims made to governmental agencies, and that CONTRACTOR relies on PROVIDER for making any such claims on documentation. All services provided pursuant to this Agreement shall also be subject to the terms and conditions of the HIPAA Agreement. To the extent there is any conflict between the provisions of this Agreement and the provisions of the HIPAA Agreement, the HIPAA Agreement will control, as set forth in Section 5.3 of the HIPAA Agreement.

2.1 **Insurance Information Gathering**
CONTRACTOR to prepare all Request for Insurance Information mailings. A toll free 800-like telephone number will be provided to patients. An initial telephone call will also be made to elicit any insurance information from the patient or patient’s family. If they receive no answer on this call, CONTRACTOR will send an inquiry letter in addition to the initial invoice.

2.2 **Medicare and Medi-Cal**
CONTRACTOR will prepare all invoices and electronically convey to Medicare and Medi-Cal fiscal intermediaries within seven (7) days of receipt of patient documentation. All secondary and coinsurance billing will be transferred immediately to the appropriate secondary pay source and billed within 24 hours to that source.

2.3 **Workers' Compensation and Private Insurance**
CONTRACTOR to bill private insurance, supplemental insurance, secondary insurance and Workers' Compensation billed according to specific requirements. Electronic billing of insurance companies is performed where appropriate. Any correspondence for additional information or follow-up necessary to secure insurance payments will be performed by CONTRACTOR.

2.4 **Delinquent Claim Handling**
Telephone follow up at a minimum of 3 calls will continue to the patient until insurance information is received, or account is returned to the PROVIDER for collection or other handling. CONTRACTOR will provide PROVIDER a report listing all accounts that have been inactive for six (6) months in a format specified by PROVIDER.

2.5 **Receipts Processing**
CONTRACTOR will accept payments in the form of cash, check, money order, cashier’s check or credit card. All cash receipts will be deposited and posted within one (1) day of receipt of funds. All funds will be deposited into a PROVIDER-designated bank account. Bank deposit receipts will be sent electronically to PROVIDER. CONTRACTOR shall have no access to the proceeds of the receipts. All funds are under the exclusive control of PROVIDER.
Any credit card fees incurred through payment processing will be the responsibility of the PROVIDER. A credit card processor/merchant account will be designated and set up by PROVIDER.

2.6 Refunds: CONTRACTOR will research and verify all overpayments. If a refund is required, CONTRACTOR will submit electronically all supporting documentation to PROVIDER upon completion of research. PROVIDER will issue payment directly to specified party and will send an electronic copy to CONTRACTOR, to be posted to the Patient’s account within 24 hours.

2.7 Reports
Monthly, CONTRACTOR will perform accurate month end close procedures that will result, at a minimum, in the following reports:

- Monthly Ticket Survey
- Monthly Sales Journal
- Monthly Cash Receipts Journal
- Monthly Receivables Aging
- Management A/R Analysis
- Statistical Reports customized to client needs

Such reports will be available to PROVIDER on the 15th day of the month following the date of service, or ten (10) business days after the final submission of patient care records from the previous month.

2.7.1 Special Reporting
Included in CONTRACTOR’s scope and fees is providing the billing reporting required by the GEMT, IGT, QAF, and other similar government reimbursement programs. Distribution of our reports will follow GEMT, IGT, QAF, and other program deadlines and instructions. CONTRACTOR will not complete nor submit cost reports to these programs on PROVIDER’s behalf.

2.8 Source Documents
CONTRACTOR will retain in electronic format all source documents including attachments for seven (7) years from the date of the reported incident. When service contracted is terminated, all source documents are returned to PROVIDER in an electronic format at PROVIDER’s expense.

3. COMPENSATION AND PAYMENT: CONTRACTOR will provide the billing services as stated for a fee as outlined in 3.1. CONTRACTOR will invoice PROVIDER at the end of each month. Invoices are payable upon receipt and shall be deemed late if not received by CONTRACTOR within thirty (30) calendar days of the invoice date.

3.1 Fees
A. Ambulance Billing Services  4.25% of net collections
B. Monthly and Special reports  Included
4. **FINANCE CHARGE:** CONTRACTOR invoices unpaid by more than forty-five (45) days are subject to a monthly interest charge of 1 1/2% unless in dispute.

5. **AGENCY RELATIONSHIP:** CONTRACTOR is an independent billing service contractor and PROVIDER specifically designates CONTRACTOR as its agent for the purpose of performing the services described in Section 11 of this Agreement. CONTRACTOR and PROVIDER agree that the intermediaries for Medicare and Medicaid may accept claims prepared and submitted by CONTRACTOR on behalf of PROVIDER only so long as this Agreement remains in effect.

5.1 **Liaison:** PROVIDER shall assign a liaison for conference and communication of any matters subject to the services provided by the contract.

5.2 **Coordination of Services:** The CONTRACTOR and PROVIDER mutually agree that person(s) who have knowledge of this Agreement and the legal capacity to comply with this Agreement shall be available for conference at all regular business hours (PST). Each party agrees that during a time that this Agreement is in effect, the responsible contact person(s) will be available at all regular business hours (PST) for communication or other matters of this Agreement. The current contact information as of the signing of this agreement is:

<table>
<thead>
<tr>
<th>Primary Contact for CONTRACTOR</th>
<th>Primary Contact for PROVIDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Stephanie Cooper-Noe</td>
<td>Bill McQuaid</td>
</tr>
<tr>
<td>Title: Client Liaison</td>
<td>Battalion Chief</td>
</tr>
<tr>
<td>Address: 11093 Sun Center Drive&lt;br&gt;Rancho Cordova, CA 95670</td>
<td>10200 Slater Avenue&lt;br&gt;Fountain Valley, California 92708</td>
</tr>
<tr>
<td>Phone: 916-669-4607</td>
<td>714-593-4400</td>
</tr>
<tr>
<td>Email: <a href="mailto:scooper-noe@webillems.com">scooper-noe@webillems.com</a></td>
<td><a href="mailto:bill.mcquaid@fountainvalley.org">bill.mcquaid@fountainvalley.org</a></td>
</tr>
</tbody>
</table>

5.3 **Training:** CONTRACTOR will provide annual revenue enhancement training for EMS and financial staff. This includes four (4) hours of teleconference, webinar or Skype-facilitated training for PROVIDER general staff and six (6) hours for EMS management. Additional training as requested by PROVIDER at a contract rate of $85.00 per instructional hour. Additional onsite training as requested by PROVIDER at a contract rate of $100.00 per hour plus travel expenses.

6. **PERFORMANCE MONITORING:** CONTRACTOR agrees to allow PROVIDER, or any agent or Consultant as they deem so qualified, to monitor audit, review, examine, or study the methods, procedures and results of the billing and collection methods used.
7. **COMPLYING WITH THE LAW**: CONTRACTOR shall adhere to all applicable state and federal laws and regulations in effect during the term of this Agreement.

8. **INSURANCE**: CONTRACTOR will maintain in force throughout the term of this Agreement the following insurance:
   A) General Liability Insurance, 3,000,000 aggregate,
   B) Professional liability Insurance, 1,000,000
   C) Workers Compensation Insurance, 1,000,000.

9. **INDEMNIFICATION AND HOLD HARMLESS**: CONTRACTOR hereby agrees to indemnify, defend, and save harmless PROVIDER, its officers and employees from all liability, including any claim of liability and any losses or costs (including reasonable attorneys’ fees) arising out of the negligent or intentional act, recklessness or gross negligence of CONTRACTOR its officers, or employees. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the PROVIDER, its officers and employees for claims, actions, complaints or suits arising out for the sole negligence or willful misconduct of the PROVIDER, its officers and employees.

10. **CONTRACTOR LIMITED LIABILITY**: DELETED

11. **CONTRACTOR SERVICES AND RESPONSIBILITIES**: CONTRACTOR shall perform the following services for PROVIDER.
   a) screen, prepare, and submit claims to any and all payors including but not necessarily limited to individual persons, Medicare intermediaries, insurance carriers, companies, government and quasi-government agencies and any other source of pay for ambulance.
   b) track and trace all claims submitted,
   c) resubmit or otherwise resolve denied or disallowed claims,
   d) retain all source documents for 72 months,
   e) provide adequate precautions to protect confidentiality of patient records in accordance with applicable state and federal law.
   f) timely submit claims, predicated upon normal working conditions and subject to adjustment at any time in the event of any cause or causes beyond the control of CONTRACTOR
   g) conduct all contact and correspondence with beneficiaries or responsible parties.

12. **PROVIDER RESPONSIBILITIES**: Provider shall have the following responsibilities to CONTRACTOR.
   a) Provide CONTRACTOR with the proper documentation necessary to prepare claims and reach final adjudication,
   b) Provide CONTRACTOR with any correspondence from the fiscal intermediaries, insurance, attorneys, patients in order for CONTRACTOR to perform proper follow up of outstanding billings and proper posting and tracking of accounts receivable.
   c) Obtain patient signature or patient representative signature on trip ticket or indicate why unable to obtain signature.
13. **DISPUTES:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Civil Code of Procedure 1283.05 is incorporated into the discovery provisions of CCP §1283 in all issues arising out of or relating to this Agreement, or the breach thereof.

14. **EXCUSE OF NON-PERFORMANCE:** Neither party shall be liable for damages to the other party for failure of performance under the terms of this Agreement in the event that party's performance is prevented or made unreasonably difficult or costly by any labor dispute beyond control of the party, war, governmental action, looting, vandalism, earthquake, fire, flood, or any other natural occurrence.

15. **DISENGAGEMENT AGREEMENT:** Upon termination of the Agreement, CONTRACTOR will continue to perform billing services to the date agreed upon as the termination date. CONTRACTOR will return to PROVIDER all previously retained source documents, along with a full accounting of outstanding accounts receivable in an electronic format at the PROVIDER’s expense.

16. **NOTICE:** Any notice given hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the Party to whom the notice is directed, or if transmitted by electronic format to the email address contained in this Agreement or listed below. Notices shall also be deemed served five business days after transmittal by registered, certified, express, or regular mail or by Federal Express to the business address identified in this Agreement.

**CONTRACTOR:**
Corinne Wittman-Wong, CEO
11093 Sun Center Drive
Rancho Cordova, CA 95670
Email cwittmanwong@webilems.com

**PROVIDER:**
Fire Chief
10200 Slater Avenue
Fountain Valley, CA 92708
ron.cookston@fountainvalley.org

18. **ENTIRETY:** Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the rights of the waiving party to require observance, performance or satisfaction either of that term or condition as its applies on the subsequent occasion or of any other term or condition hereof.

Nothing in this Agreement, whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement nor shall any provision give any third persons any rights of subrogation or action over against any party to this Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other understandings, terms or other Agreements expressed or implied, oral or written, except as set forth herein.
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first herein above written.

WITTMAN ENTERPRISES, LLC

By:
Corinne Wittman-Wong, CEO

THE CITY OF FOUNTAIN VALLEY

By:
Cheryl Brothers, Mayor

(Signature) (Date) (Signature) (Date)

Approved to form:

Harper & Burns LLP

Colin Burns
Attorneys for the City
Wittman Enterprises, LLC
Business Associate Agreement
Between Wittman Enterprises, LLC and the City of Fountain Valley

This Business Associate Agreement ("Agreement") between the City of Fountain Valley (Covered Entity) and Wittman Enterprises, LLC (Business Associate) is executed to ensure that Wittman Enterprises, LLC will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of The City of Fountain Valley in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D -- Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Wittman Enterprises, LLC agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to the City any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to the City of Fountain Valley without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Wittman Enterprises, LLC agree to the same restrictions, conditions, and requirements that apply to Wittman Enterprises, LLC with respect to such information;

5. Make PHI in a designated record set available to the City of Fountain Valley and to an individual who has a right of access in a manner that satisfies the City's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by the City of Fountain Valley, or take other measures necessary to satisfy the City’s obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to the City or an individual who has a right to an accounting within 60 days and as necessary to satisfy the City of Fountain Valley’s obligations under 45 CFR §164.528;

8. To the extent that Wittman Enterprises, LLC is to carry out any of the City of Fountain Valley’s obligations under the HIPAA Privacy Rule, Wittman Enterprises, LLC shall comply with the requirements of the Privacy Rule that apply to the City when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Wittman Enterprises, LLC on behalf of the City of Fountain Valley, available to the Secretary of the District of Health and Human Services for purposes of determining Wittman Enterprises, LLC and the City’s compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if the City of Fountain Valley notifies Wittman Enterprises, LLC of any restriction on the use or disclosure of PHI that the City has agreed to or is required to abide by under 45 CFR §164.522; and

11. If the City is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), Wittman Enterprises, LLC agrees to assist the City of Fountain Valley in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the City’s Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the City agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the City of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any
potential harm that may have occurred, and provide a report to the City of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate
The specific uses and disclosures of PHI that may be made by Wittman Enterprises, LLC on behalf of the City of Fountain Valley include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the City of Fountain Valley to its patients;

2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;

3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by the City to its patients or to appeal denials of payment for the same; and

4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Wittman Enterprises, LLC has been engaged to perform on behalf of the City.

D. Termination
1. The City of Fountain Valley may terminate this Agreement if the City determines that Wittman Enterprises, LLC has violated a material term of the Agreement.

2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, Wittman Enterprises, LLC shall return to the City or destroy all PHI received from the City, or created, maintained, or received by Wittman Enterprises, LLC on behalf of the City that Wittman Enterprises, LLC still maintains in any form. Wittman Enterprises, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.
AGREED TO THIS FIRST DAY OF OCTOBER, 2019

The City of Fountain Valley

Signature: ____________________________
Title: ____________________________
Date: ____________________________

Wittman Enterprises, LLC

Signature: ____________________________
Title: COO
Date: 9/8/2019
To: Honorable Mayor and Members of the City Council

Agenda Date: September 15, 2020

SUBJECT: 1) Approve the use of the Sourcewell Cooperative Purchase Agreement pursuant to FVMC 2.36.070, authorize Staff to enter into a $1,070,054, 5-year contract with Axon Enterprises for body worn camera and interview room recording systems and conducted energy weapons; 2) Amend the FY 2020/21 Budget to appropriate $295,786 from the Federal Asset Forfeiture Fund for the Year-1 purchase of the BWC systems and CEWs; 3) Amend the FY 2020/21 Budget to appropriate $20,000 from the General Fund for as-needed operational costs related to BWC Public Records Act productions; 4) Approve the Police Department capital and operating budget increase of $213,567 for contract years 2-5; and 5) Amend the Capital Replacement Schedule to include the BWC systems and CEW equipment for years 6-10

EXECUTIVE SUMMARY:

Staff is requesting Council enter into a 5-year contract agreement with Axon Enterprise, Inc., to purchase new police body worn camera (BWC) and interview room recording systems that are supported with a digital evidence storage platform, and to replace the Department’s aged conducted energy weapons (CEW), more commonly known as Tasers.

The Federal Asset Forfeiture Fund has sufficient funding for the initial purchase of the Axon recording systems and CEWs, which will require a FY 2020/21 budget appropriation of $295,786. An appropriation of $20,000 from the General Fund will be necessary for Public Records Act video production related to Assembly Bill 748 unfunded mandates. Subsequent contract years 2-5 will require an annual increase of $213,567 to the Police Department capital and operating budgets.

DISCUSSION:

Police BWCs are a contemporary means for police to capture video and audio interactions between Officers and the public. BWCs have proven to be highly effective in defending claims against public entities and providing an accurate report of police daily contacts and incidents where Officers used force. BWCs may also serve to improve behaviors and add an additional layer of trust and transparency with the community. BWCs yield highly reliable evidence that can be utilized by the criminal courts and civil litigation systems.

During 2019, the Police Department sworn and non-sworn employees researched and evaluated four qualified manufacturers of police BWCs. During the process, the Department identified the features considered to be essential to the usability of a BWC
device were the functionality and size of the on/off record button, visual and audio notification of activation for user and public, event pre-recording, size, camera attachment features, ease of record alignment with incident, and logistics for downloading. The study was unanimous in the recommendation of the Axon BWC device, which offered all of the identified features. In addition, the study discovered Axon BWCs are supported with a cloud-based digital evidence storage system that is utilized as the sole-source vendor for the Orange County District Attorney’s Office and Superior Court. Based on these findings, Staff recommends the Axon BWC system meeting the needs for the Department, the operational functionality for data transfer into other segments of the criminal justice system, and for the ongoing long-term storage of BWC data.

Survey of other Orange County law enforcement agencies identified the following are using Axon for BWCs: Anaheim, Santa Ana, Fullerton, Huntington Beach, Buena Park, Garden Grove, La Habra, Seal Beach, Orange, Westminster, and CSU Fullerton.

The Department initiated a 30-day trial period to test the Axon BWC and supporting system (see the attached Police Department Memorandum for details). Four Officers, Records, Court Liaison, Information Services, Administrative staff, and representatives from the Orange County District Attorney’s Office participated in the trial period. Staff was able to successfully navigate through the initial set up, user training, field use, and cloud sharing with the OCDA’s Office. During courtroom proceedings well after the completion of the trial period, the OCDA’s Office was able to easily access an Officer’s recording. Information Services did not experience any technical challenges that could not be rectified during the trial period. Several Officer BWC recordings were used during the trial period to mitigate civilian complaints. Police Department Supervisors were able to use the police recordings to show complainants a true representation of an incident, resulting in positive outcomes.

Staff included the Fountain Valley Police Officer’s Association during all aspects of the testing and evaluation phase of the BWC system. The POA supports the transition to the new technology.

As a result of identifying Axon as the proposed Department BWC vendor, Axon has offered their Officer Safety Plan (OSP7+), which bundles BWCs with CEWs for a discounted rate. At this time, the Department’s current CEWs have exceeded their life expectancy, are out of warranty, and are frequently being replaced with new full-priced units. The Department CEWs were originally purchased in 2005 and replaced with updated technology in 2013. All of the CEW purchases have utilized appropriations of asset forfeiture for funding, and currently the CEWs are not on the Capital Replacement schedule. Over the last 15 years, the Department has been satisfied with the functionality and dependability of the Axon/Taser CEWs. Furthermore, Axon CEW products and services are not available through other sources and are considered a sole-source vendor.
Project Scope

The Police Department will equip sworn Officers, Lieutenants and below, with BWCs and CEWs, which are identified on the quotation as OSP7+. The Chief, Captains and Police Service Officers will be equipped with BWCs. BWCs will be supported with eight charge/download units positioned in various locations in the Police building. The equipment has a 5-year warranty and replacement milestones at years 2.5 and 5. All BWCs have an integrated component, which will start recording an incident at a predetermined time prior to onset.

Evidence.com is a secure DOJ-approved evidence management system that accepts all types of digital data and organizes it in one place. The system has dynamic review and playback capability and is versatile with automatic redaction, performance, and file sharing. Evidence.com aligns the Police Department with a parallel system at the Orange County District Attorney’s Office and Superior Court systems. The cloud-based storage system frees up valuable capacity on Department servers. The Department has also identified the need for ten additional Evidence.com software licenses for Administrative staff, Records personnel, and Attorneys for the City.

Axon interview recording platforms will be installed in the Detective and Lobby interview rooms. This platform will provide high quality evidence-based digital recordings that will utilize Evidence.com for unlimited data storage and file sharing. The interview recording hardware has a five-year warranty. Currently, the Department has an outdated non-cloud-based CD recording system in the Detective interview room, and there is no recording device in the Lobby interview room. In addition, the OCDA’s Office has requested that law enforcement agencies transition to cloud-based sharing and eliminate CD-type systems.

The Axon Computer Aided Dispatch (CAD) integration automatically tags Axon video recordings with the correct information found in the CAD and the Record Management System (RMS), such as call disposition, incident ID and location. This additional feature will result in improved accuracy in tagging, decrease upfront Officer download/data entry, and improve the Records ability to file share. Currently, Officers spend significant time manually tagging audio recordings, a process that has a high error rate. The Department’s CAD/RMS vendor and Axon already have a proven working relationship with other law enforcement agencies.

Axon Aware integrates location data and video feeds from connected BWCs for real time feeds and evolving events. Connecting the BWC with a Department mobile device would allow streaming to another authorized system user.

Axon Citizen provides the Department the opportunity to collect and manage digital evidence from the community. Staff can invite individual witnesses, or the entire community, to submit photos and videos of an incident directly to the Department. This is the OCDA’s Office preferred method of digital evidence collection, sharing, and storage retention.
Cooperative Agreement Procurement

In accordance with the City’s Purchasing Policies, the City of Fountain Valley obtained pricing from Axon using cooperative contract pricing provided by Sourcewell. Sourcewell is a municipal agency that leverages the purchasing power of more than 50,000 member agencies and provides competitively solicited purchasing contracts. The fact that Sourcewell awards contracts through a competitive process, with price as the main factor, ensures the cost competitiveness of the purchase. Utilizing the cooperative pricing also reduces the amount of time required to solicit for items that have already been competitively solicited.

Sourcewell advertised their RFP 010720 for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories on January 7, 2020, which was publicly advertised and distributed to eighty (80) companies. Twenty three (23) responded to the request and submitted proposals. The proposals were evaluated based on factors including, but not limited to, pricing, warranty coverages and financial, industry and marketplace success. Based on the competitive procurement process conducted by Sourcewell, a cooperative contract was awarded to Axon (#010720-AXN), which is effective for four years and is available for use by government and state agencies, including cities.

It should be noted the $1,070,054 price includes an additional negotiated discount of $89,000 above the Sourcewell Cooperative Agreement’s pricing, which is valid through September 30, 2020.

Department Policies

The Department has a draft policy available through our current policy management company, Lexipol, as a guide for the BWC program. California Penal Code 832.18 regulates BWC policies and Government Code 6254 regulates record retention/release procedures, which are supported in the Lexipol policy. Furthermore, Assembly Bill 748 requires BWC recordings from specific critical incidents be timely released through the Public Records Act. The Department has an existing audio recording policy and retention schedule, which are already in compliance with current legislation. The new policy will incorporate both audio and BWC recordings.

Currently, the Police Department has the entire Policy Manual posted on the website in compliance with Senate Bill 978. The new BWC policy would be included in the Policy Manual and be transparent for public viewing.

The Police Department currently has a policy in place for the use of CEWs. This policy is also included in the Policy Manual and is posted on the Department website.
Training

Prior to going live and field use of the body worn cameras, Axon Customer Service coordinates department-wide training (across four days tailored to the Department’s schedule), on the use and maintenance of the system. This training varies depending on the user level, including the following: Officers receive “front-end user” training on the operation of the camera, how to upload data, tagging of videos and basic Evidence.com operation. Supervisors and Administrators receive training on how to use the cameras but emphasize “back-end user” training for auditing, usage analysis and security features to protect evidence of all types. Records personnel and those tasked with “sharing” information will receive training specific in how to send “discovery” videos to the Orange County District Attorney’s Office via secure cloud sharing. In addition, the OCDA’s Office provides training on the protocols for sharing cases and expectations of personnel from the legal perspective.

Public Records Act Considerations

Assembly Bill 748 requires the Police Department have the necessary equipment, system, and personnel in place to comply with the mandated 45-day critical incident Public Records Act (PRA) release requirement. Should a critical incident surface, the Department would have limited timing on releasing the incident video. Currently, the Department is staffed to manage the workflow of PRA requests; however, there is always a potential for a critical incident PRA request to place additional video production work flows on the Department that could require additional staffing. Staff has identified the use of a private pre-authorized vendor for critical incident PRA video production, who would eliminate the need to increase Department staffing. This would allow the Department to make a timely transparent, full disclosure of a critical incident that is supported with an informative narrative. Staff is requesting a $20,000 operational funding source be available to use only for PRA video productions on an as-needed basis should a critical incident occur.

FINANCIAL ANALYSIS:

The Year-1 cost for the Axon BWC and interview recording systems, CEWs, and PRA video production is $315,786. The total 5-year overall cost, including software, services, training, and equipment, amounts to $1,170,054. Years 2-5 have annual recurring costs of $213,567 (see table below for details).

Staff is seeking a budget appropriation of $295,786 from the Federal Asset Forfeiture Fund for the Year-1 purchase of the BWC systems and CEWs. The Federal Asset Forfeiture Fund has an available balance of $310,300. This use of funds complies with the U.S. Department of Justice Guide to Equitable Sharing for State and Local Law Enforcement Agencies.

Staff is seeking a budget appropriation of $20,000 from the General Fund for the critical incident video production related to AB 748, as this funding is not a permissible use of Federal or State Asset Forfeiture Funds. This operational funding would not be utilized
for other Department operational costs and would only be expended should a critical incident and subsequent PRA release occur. Any unused funds allocated to the production of critical incident videos will be returned to the General Fund at the end of each fiscal year. Staff will contract with a qualified production company for these services in accordance with the City’s Purchasing Policies should the City Council agree with Staff’s recommendation to approve the agreement with Axon.

Staff is also requesting a Police Department capital and operating budget increase of $213,567 for contract years 2-5. In addition, the BWC system and CEWs are to be included on the Capital Replacement Schedule for years 6-10.

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<th>Year</th>
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BWC grant funding is available through the U.S. Department of Justice. However, Staff recognizes the DOJ Grant Program cannot be used to supplant funds that an agency has already committed for purchasing of BWC equipment or program operations. Beginning FY 2017/18 the City allocated a combination of Federal Asset Forfeiture and General Fund monies to proceed with the BWC acquisition, which has been pushed out during the subsequent budget cycles. The Police Department would not be successful with an award through the grant process. Furthermore, the Federal grant funding is a national competitive process with very limited first-year-only grant awards.

Staff verified that Axon Enterprise has an active registration through U.S. General Services Administration and has not been debarred from receiving Federal funds.

**ATTORNEY REVIEW:**

The Attorneys for the City have reviewed the Axon Quotation and Master Service Purchase Agreement and concur with the recommended action.

**PUBLIC NOTIFICATION:**

Public notification was made through the regular agenda process.
ALTERNATIVES:

**Alternative No. 1:** 1) Approve the use of the Sourcewell Cooperative Purchase Agreement pursuant to FVMC 2.36.070, authorize Staff to enter into a $1,070,054, 5-year contract with Axon Enterprises for body worn camera and interview room recording systems and conducted energy weapons; 2) Amend the FY 2020/21 Budget to appropriate $295,786 from the Federal Asset Forfeiture Fund for the Year-1 purchase of the BWC systems and CEWs; 3) Amend the FY 2020/21 Budget to appropriate $20,000 from the General Fund for as-needed operational costs related to BWC Public Records Act productions; 4) Approve the Police Department capital and operating budget increase of $213,567 for contract years 2-5; and 5) Amend the Capital Replacement Schedule to include the BWC systems and CEW equipment for years 6-10.

**Alternative No. 2:** Do not approve this action and direct Staff to research alternatives.

RECOMMENDATION:

Staff recommends Alternative No. 1: 1) Approve the use of the Sourcewell Cooperative Purchase Agreement pursuant to FVMC 2.36.070, authorize Staff to enter into a $1,070,054, 5-year contract with Axon Enterprises for body worn camera and interview room recording systems and conducted energy weapons; 2) Amend the FY 2020/21 Budget to appropriate $295,786 from the Federal Asset Forfeiture Fund for the Year-1 purchase of the BWC systems and CEWs; 3) Amend the FY 2020/21 Budget to appropriate $20,000 from the General Fund for as-needed operational costs related to BWC Public Records Act productions; 4) Approve the Police Department capital and operating budget increase of $213,567 for contract years 2-5; and 5) Amend the Capital Replacement Schedule to include the BWC systems and CEW equipment for years 6-10.

Prepared By: Matthew L. Sheppard, Chief of Police

Procurement Review by: Amanda McCall, Management Analyst

Fiscal Review by: Jennifer Lampman, Finance Director/Treasurer

Approved By: Rob Houston, City Manager/Executive Director

Attachment 1: Axon Quotation
Attachment 2: Axon Master Service Purchase Agreement
Attachment 3: CEW Taser Policy
Attachment 4: Body Worn Camera Directive
### Year 1 - OSP7+

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**Estimated Tax** 0.00  
**Total** 0.00

### Year 2 - OSP7+

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### Year 2 - IR

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### Year 3 - OSP7+

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**Total** 189,890.28

### Year 3 - IR

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**Subtotal** 3,676.00

**Estimated Tax** 0.00

**Total** 3,676.00

### Year 4 - OSP7+

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Q:266961-44075.948AS

Protect Life.
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Subtotal: 175,805.13
Estimated Tax: 14,086.15
Total: 189,890.28

### Year 5 - IR

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Subtotal: 3,676.00
Estimated Tax: 0.00
Total: 3,676.00

Grand Total: 1,070,043.55
Discounts (USD)
Quote Expiration: 09/30/2020

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*Total excludes applicable taxes

Summary of Payments

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## Summary of Payments (Continued)

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<tr>
<td><strong>Grand Total</strong></td>
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# STATEMENT OF WORK & CONFIGURATION DOCUMENT

## Axon Interview Recording Platform

This document details a proposed system design

Agency Created For: Fountain Valley Police Dept. - CA

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<thead>
<tr>
<th>Sold By</th>
<th>Allen Sliper</th>
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</thead>
<tbody>
<tr>
<td>Designed By</td>
<td>Jason South</td>
</tr>
<tr>
<td>Installed By</td>
<td>Axon Professional Services</td>
</tr>
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<td>Customer Contact</td>
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AXON INTERVIEW RECORDING PLATFORM
This image is intended to be a general visual of how Interview Room is configured. Please read through the SOW for configuration specific to this deal.

AXON-PROVIDED HARDWARE SUMMARY
The following section offers a broad summary of the Axon-provided hardware needed to configure this order. With the exception of server quantities, QUANTITIES DO NOT REFLECT CUSTOMER-PROVIDED ITEMS.

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<td>2 Microphone(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Injector(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Switches</td>
<td>1 POE Switch(es)</td>
<td></td>
</tr>
<tr>
<td>Total Servers</td>
<td>2 Server(s) (customer-provided included)</td>
<td></td>
</tr>
<tr>
<td>Total Touch Panels</td>
<td>2 Touch Panel(s) (virtual not included)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 Wall Mount(s)</td>
<td></td>
</tr>
<tr>
<td>Total Camera Configurations</td>
<td>0 I/O Box(es)</td>
<td></td>
</tr>
</tbody>
</table>
INTERVIEW ROOM OVERVIEW
The following sections detail the configuration of the Axon Interview recording system at all locations.

Network Considerations

<table>
<thead>
<tr>
<th>Network Requirements</th>
<th>Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Each Recording Server must be given a static IPv4 network address that is routable across the network.</td>
</tr>
<tr>
<td></td>
<td>Each IP Camera must be given a static IPv4 network address that is routable across the network.</td>
</tr>
<tr>
<td></td>
<td>Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Network Addressing</th>
<th>Network Device</th>
<th>Static IPs</th>
<th>Total IPs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qty of IP Cameras</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Qty of Touch Panels</td>
<td>2</td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>Qty of Recording Servers</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Data Switch Provisioning
This install will require POE data switches at each location.

Virtual Kiosks
0 workstations will require virtual kiosk software to be installed.

Customer Provided Items
Customer to provide all device IP addresses
Customer to also provide:
• Subnet Mask
• Gateway IP
• DNS/WinIP
• Time Server IP
Customer IT staff will configure all switches with proper network configuration.

Metadata Tags

<table>
<thead>
<tr>
<th>Metadata Tagging</th>
<th>The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).</th>
</tr>
</thead>
</table>
| Metadata Tags    | Information collected prior to recording:
• Interviewee first and last name
• Case number
• Case type
• Interviewee type
Information collected post recording:
• Interviewer name(s) |
| Customer Provided Items | Customer to provide preferred metadata fields. |
| Axon Provided Items | Axon to facilitate the creation of metadata fields. |
NETWORK CONFIGURATION DETAILS
The following section offers a broad summary of the Axon-provided hardware needed to configure this order.

<table>
<thead>
<tr>
<th>Network Configuration Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Evidence Management System</strong></td>
</tr>
<tr>
<td><strong>Application Features</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Training

<table>
<thead>
<tr>
<th><strong>Application Package</strong></th>
<th>This solution will include on-site application training covering:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Touch panel overview</td>
</tr>
<tr>
<td></td>
<td>• Initiating interview wizard</td>
</tr>
<tr>
<td></td>
<td>• Entering metadata</td>
</tr>
<tr>
<td></td>
<td>• Controlling the interview process</td>
</tr>
<tr>
<td></td>
<td>• Closing an interview</td>
</tr>
<tr>
<td></td>
<td>• Evidence.com functionality</td>
</tr>
</tbody>
</table>

Additional General Deal Notes

<table>
<thead>
<tr>
<th><strong>Notes</strong></th>
</tr>
</thead>
</table>
**LOCATION DETAILS: Headquarters**

The following sections detail the configuration of the Axon Interview recording system at HEADQUARTERS

<table>
<thead>
<tr>
<th>Location Name</th>
<th>Headquarters</th>
</tr>
</thead>
</table>

### Cable Considerations

<table>
<thead>
<tr>
<th>Cabling Runs</th>
<th>Axon Professional Services will install the networking cables using a Cat6e Cable.</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 cable runs are required for this installation.</td>
<td></td>
</tr>
<tr>
<td>7 110v power outlets are required for this installation (Customer Responsibility).</td>
<td></td>
</tr>
</tbody>
</table>

| Cabling Requirements | All Devices:  
Network cabling must be provided for the following devices:  
- Axis IP Camera  
- Server  
- Touch Panel or PC running a virtual Touch Panel  
- POE Switch |
|----------------------|--------------------------------------------------------|

### Servers, Switches, Touch Panels

<table>
<thead>
<tr>
<th>Server</th>
<th>Axon Interview Lite Server</th>
<th>Quantity:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Axon Interview Lite Server</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Redundancy</th>
<th>This system includes recording redundancy</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Data Switch/POE Power</th>
<th>HPE Aruba 2530 24-Port POE Switch</th>
<th>Quantity:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Touch Panels</th>
<th>POS-X Touch Panel</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Touch Panel Location</th>
<th>Wall mounted outside each room</th>
</tr>
</thead>
</table>

| Number of I/O Boxes Required | 0 |

### Additional Location Notes

| Notes | |
|-------||
**ROOM DETAILS: Room 1**
The following sections detail the configurations specific to ROOM 1

<table>
<thead>
<tr>
<th>Location Name</th>
<th>Headquarters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Room Name</td>
<td>Room 1</td>
</tr>
</tbody>
</table>

**Camera Configuration**

<table>
<thead>
<tr>
<th>Camera 1</th>
<th>Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Covert Enclosure : Motion Sensor Enclosure</td>
</tr>
<tr>
<td></td>
<td>Mic: Louroe Tamper Proof Mic</td>
</tr>
<tr>
<td>Recording Activation</td>
<td>Recording will be triggered via IR Client</td>
</tr>
<tr>
<td>External Recording-In-Progress Visual</td>
<td>N/A</td>
</tr>
<tr>
<td>Wall Configuration</td>
<td>Drywall</td>
</tr>
<tr>
<td>Ceiling Configuration</td>
<td>Standard Tile</td>
</tr>
</tbody>
</table>

**Additional Location Notes**

<table>
<thead>
<tr>
<th>Notes</th>
</tr>
</thead>
</table>

Q8-14112 - a3bf300000021webAAA
### ROOM DETAILS: Room 2
The following sections detail the configurations specific to ROOM 2

<table>
<thead>
<tr>
<th>Location Name</th>
<th>Headquarters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Room Name</td>
<td>Room 2</td>
</tr>
</tbody>
</table>

#### Camera Configuration

<table>
<thead>
<tr>
<th>Camera 1</th>
<th>Camera 1 will be a(n): AXIS F41/F1025 Covert IP Camera</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Covert Enclosure: Motion Sensor Enclosure</td>
</tr>
<tr>
<td></td>
<td>Mic: Louroe Tamper Proof Mic</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recording Activation</th>
<th>Recording will be triggered via IR Client</th>
</tr>
</thead>
<tbody>
<tr>
<td>External Recording-In-Progres Visual</td>
<td>N/A</td>
</tr>
<tr>
<td>Wall Configuration</td>
<td>Drywall</td>
</tr>
<tr>
<td>Ceiling Configuration</td>
<td>Standard Tile</td>
</tr>
</tbody>
</table>

#### Additional Location Notes

<table>
<thead>
<tr>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
Axon International, Inc’s Sales Terms and Conditions for Direct Sales to End User Purchasers

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
Purchase of TASER 7 are governed by the TASER 7 Agreement located at https://www.axon.com/legal/sales-terms-and-conditions and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

**Axon's Sales Terms and Conditions**

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Signature:**

**Date:**

**Name (Print):**

**Title:**

**PO# (Or write N/A):**

Please sign and email to Allen Sliper at asliper@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

Approved as to Form:

[Signature]

Attorney for the City

---

**Axon Internal Use Only***

<table>
<thead>
<tr>
<th>SFDC Contract #:</th>
<th>Order Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RMA#</td>
</tr>
<tr>
<td></td>
<td>Address Used:</td>
</tr>
<tr>
<td></td>
<td>SO#</td>
</tr>
</tbody>
</table>

Review 1 | Review 2

Comments:
This Master Services and Purchasing Agreement ("Agreement") is between Axon Enterprise, Inc., a Delaware corporation ("Axon"), and Fountain Valley Police Department ("Agency"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("Effective Date"). Axon and Agency are each a "Party" and collectively "Parties". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("Quote"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 Definitions.


"Axon Devices" means all hardware provided by Axon under this Agreement.

"Quote" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 Term. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("Term").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("Subscription Term").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("Renewal Term"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 Payment. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections.

4 Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.
Shipping. Axon may make partial shipments and ship Devices from multiple locations. Title and risk of loss pass to Agency upon Axon’s delivery to the Agency.

Returns. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency’s receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency’s receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency’s receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon’s warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon’s sole responsibility is to repair or replace the Device with the same or like Device, at Axon’s option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency’s property, and the replaced item becomes Axon’s property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

7.3 Spare Devices. Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("Spare Devices"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon’s warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 Limitations. Axon’s warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon’s written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 The Parties cumulative liability towards each other for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement or the Services provided under this Agreement will not exceed the amount paid by Agency
for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Device Warnings.** See www.axon.com/legal for the most current Axon device warnings.

10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.

11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13 **Indemnification.** Axon will indemnify, defend, and hold harmless Agency's officers, directors, and employees ("Agency Indemnities") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnity resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

15 **IP Indemnification.** Axon will indemnify, defend, and hold harmless Agency Indemnites against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 **Termination.**
17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon’s uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. Notwithstanding the foregoing, Agency may terminate this Agreement at its convenience, with or without cause, at any time by providing Axon thirty (30) days written notice.

17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer’s suggested retail price (“MSRP”) and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. Only if terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

18 **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party’s Confidential Information. Unless required by law, neither Party will disclose the other Party’s Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement. Notwithstanding the foregoing, Axon understands that Agency is a California public agency subject to the California Public Records Act and state laws mandating disclosure of all public agency contracts. Axon understands that this Agreement and any attachments or other contracts between it and Agency may be placed on the public agenda for review and approval by the City.

19 **General.**

19.1 **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party’s reasonable control.

19.2 **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

19.4 **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
19.5 **Export Compliance.** Each Party will comply with all import and export control laws and regulations.

19.6 **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 **Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
legal@axon.com

Agency:  
Attn:  
Street Address  
City, State, Zip  
Email

19.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.**

Signature:  
Name: Joshua Isner  
Title: Chief Revenue Officer  
Date: August 17, 2020

**Agency**

Signature:  
Name:  
Title:  
Date: 

---

Title: Master Services and Purchasing Agreement between Axon and Agency  
Department: Legal  
Version: 9.0  
Release Date: 4/17/2020  
Approved as to Form: 489

---

... Attorney for the City
AXON

Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1 Definitions.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 Access. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

4 Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 Agency Responsibilities. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon.
Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

6 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offers a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
Axon Cloud Services Warranty. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

Axon Records. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency’s Axon Records Subscription Term, Agency will be entitled to receive Axon’s Update and Upgrade releases on an if-and-when available basis.

An “Update” is a generally available release of Axon Records that Axon makes available from time to time. An “Upgrade” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provides Axon Records to Agency.

Axon Cloud Services Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon’s or Axon’s licensors on or within Axon Cloud Services, or
13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

After Termination. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

Post-Termination Assistance. Axon will provide Agency with the same post-termination data
retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.
1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2. **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

   - **System set up and configuration**
     - Instructor-led setup of Axon View on smartphones (if applicable)
     - Configure categories and custom roles based on Agency need
     - Register cameras to Agency domain
     - Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
     - One on-site session included

   - **Dock configuration**
     - Work with Agency to decide the ideal location of Docks and set configurations on Dock
     - Authenticate Dock with Axon Evidence using admin credentials from Agency
     - On-site assistance, not to include physical mounting of docks

   - **Best practice implementation planning session**
     - Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
     - Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
     - Provide referrals of other agencies using the Axon camera devices and Axon Evidence
     - Recommend rollout plan based on review of shift schedules

   - **System Admin and troubleshooting training sessions**
     - Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

   - **Axon instructor training (Train the Trainer)**
     - Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

   - **Evidence sharing training**
     - Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

   - **End user go-live training and support sessions**
     - Assistance with device set up and configuration
     - Training on device use, Axon Evidence, and Evidence Sync

   - **Implementation document packet**
     - Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

   - **Post go-live review**

3. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an

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equitable adjustment in the charges or schedule.

4 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

5 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

6 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("Installation Site") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.

7 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

8 **Agency Network.** For work performed by Axon transiting or making use of Agency’s network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency’s network from any cause.
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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3. **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("OSP 7 Term").

4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon’s option.

6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7. **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8. **Return of Original Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.

9. **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
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9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
9.2 Axon will not and has no obligation to provide the Upgrade Models.
9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.
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TASER 7 Appendix

This TASER 7 Appendix applies to Agency’s TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Duty Cartridge Replenishment Plan.** If the Quote includes “Duty Cartridge Replenishment Plan”, Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency’s responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, “Training Content”), Agency may access Training Content. Axon will deliver all Training Content electronically.

3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer’s warranty plus the 4-year extended term.

4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount (“Trade-In Units”) to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<table>
<thead>
<tr>
<th>Agency Size</th>
<th>Days to Return from Start Date of TASER 7 Subscription</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 100 officers</td>
<td>30 days</td>
</tr>
<tr>
<td>100 to 499 officers</td>
<td>90 days</td>
</tr>
<tr>
<td>500+ officers</td>
<td>180 days</td>
</tr>
</tbody>
</table>

5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection.
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with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, “PII”), to improve, analyze, support, and operate Axon's current and future devices and services.

8 Termination. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency’s TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.
Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities.** Axon’s performance of Auto-Tagging Services requires Agency to:
   4.1 Make available relevant systems, including Agency’s current CAD or RMS, for assessment by Axon (including remote access if possible);
   4.2 Make required modifications, upgrades or alterations to Agency’s hardware, facilities, systems and networks related to Axon’s performance of Auto-Tagging Services;
   4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
   4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
   4.5 Promptly install and implement any software updates provided by Axon;
   4.6 Ensure that all appropriate data backups are performed;
   4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
   4.8 Provide Axon with remote access to Agency’s Axon Evidence account when required;
   4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
   4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

2 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

3 **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.
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Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Agency’s Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3 **Performance Auto Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency’s CAD or RMS.
TASER

305.1 PURPOSE AND SCOPE
This policy provides guidelines for the issuance and use of TASER devices.

305.2 POLICY
The TASER® device is intended to control a violent or potentially violent individual, while minimizing the risk of serious injury. The appropriate use of such a device should result in fewer serious injuries to officers and suspects.

305.3 ISSUANCE AND CARRYING TASER DEVICES
Only members who have successfully completed department-approved training may be issued and carry the TASER device.

TASER devices are issued for use during a member’s current assignment. Those leaving a particular assignment may be required to return the device to the department’s inventory.

Officers shall only use the TASER device and cartridges that have been issued by the Department. Uniformed officers who have been issued the TASER device shall wear the device in an approved holster on their person. Non-uniformed officers may secure the TASER device in the driver’s compartment of their vehicle.

Members carrying the TASER device should perform a spark test on the unit prior to every shift.

When carried while in uniform officers shall carry the TASER device in a weak-side holster on the side opposite the duty weapon.

(a) All TASER devices shall be clearly and distinctly marked to differentiate them from the duty weapon and any other device.

(b) Whenever practicable, officers should carry two or more cartridges on their person when carrying the TASER device.

(c) Officers shall be responsible for ensuring that their issued TASER device is properly maintained and in good working order.

(d) Officers should not hold both a firearm and the TASER device at the same time.

305.4 VERBAL AND VISUAL WARNINGS
A verbal warning of the intended use of the TASER device should precede its application, unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances. The purpose of the warning is to:

(a) Provide the individual with a reasonable opportunity to voluntarily comply.

(b) Provide other officers and individuals with a warning that the TASER device may be deployed.
TASER

If, after a verbal warning, an individual is unwilling to voluntarily comply with an officer's lawful orders and it appears both reasonable and feasible under the circumstances, the officer may, but is not required to, display the electrical arc, or the laser in a further attempt to gain compliance prior to the application of the TASER device. The aiming laser should never be intentionally directed into the eyes of another as it may permanently impair his/her vision.

The fact that a verbal or other warning was given or the reasons it was not given shall be documented by the officer deploying the TASER device in the related report.

305.5 USE OF THE TASER DEVICE
The TASER device has limitations and restrictions requiring consideration before its use. The TASER device should only be used when its operator can safely approach the subject within the operational range of the device. Although the TASER device is generally effective in controlling most individuals, officers should be aware that the device may not achieve the intended results and be prepared with other options.

305.5.1 APPLICATION OF THE TASER DEVICE
The TASER device may be used in any of the following circumstances, when the circumstances perceived by the officer at the time indicate that such application is reasonably necessary to control a person:

(a) The subject is violent or is physically resisting.
(b) The subject has demonstrated, by words or action, an intention to be violent or to physically resist, and reasonably appears to present the potential to harm officers, him/herself or others.

Mere flight from a pursuing officer, without other known circumstances or factors, is not good cause for the use of the TASER device to apprehend an individual. The TASER should not be used on any person who is solely passively resisting, unless extenuating circumstances exist.

305.5.2 SPECIAL DEPLOYMENT CONSIDERATIONS
The use of the TASER device on certain individuals should generally be avoided unless the totality of the circumstances indicates that other available options reasonably appear ineffective or would present a greater danger to the officer, the subject or others, and the officer reasonably believes that the need to control the individual outweighs the risk of using the device. This includes:

(a) Individuals who are known to be pregnant.
(b) Elderly individuals or obvious juveniles.
(c) Individuals with obviously low body mass.
(d) Individuals who are handcuffed or otherwise restrained.
(e) Individuals who have been recently sprayed with a flammable chemical agent or who are otherwise in close proximity to any known combustible vapor or flammable material, including alcohol-based oleoresin capsicum (OC) spray.

(f) Individuals whose position or activity may result in collateral injury (e.g., falls from height, operating vehicles).

Because the application of the TASER device in the drive-stun mode (i.e., direct contact without probes) relies primarily on pain compliance, the use of the drive-stun mode generally should be limited to supplementing the probe-mode to complete the circuit, or as a distraction technique to gain separation between officers and the subject, thereby giving officers time and distance to consider other force options or actions. Officers should know use of the TASER in dart mode has a higher potential to override the body's central nervous system.

The TASER device shall not be used to psychologically torment, elicit statements or to punish any individual.

305.5.3 TARGETING CONSIDERATIONS
Reasonable efforts should be made to target lower center mass and avoid the head, neck, chest and groin. If the dynamics of a situation or officer safety do not permit the officer to limit the application of the TASER device probes to a precise target area, officers should monitor the condition of the subject if one or more probes strikes the head, neck, chest or groin until the subject is examined by paramedics or other medical personnel.

305.5.4 MULTIPLE APPLICATIONS OF THE TASER DEVICE
Officers should apply the TASER device for only one standard cycle and then evaluate the situation before applying any subsequent cycles. Multiple applications of the TASER device against a single individual are generally not recommended and should be avoided unless the officer reasonably believes that the need to control the individual outweighs the potentially increased risk posed by multiple applications.

If the first application of the TASER device appears to be ineffective in gaining control of an individual, the officer should consider certain factors before additional applications of the TASER device, including:

(a) Whether the probes are making proper contact.

(b) Whether the individual has the ability and has been given a reasonable opportunity to comply.

(c) Whether verbal commands, other options or tactics may be more effective.

Officers should generally not intentionally apply more than one TASER device at a time against a single subject.
305.5.5 ACTIONS FOLLOWING DEPLOYMENTS
Officers shall notify a supervisor of all TASER device discharges. The expanded cartridge, along with both probes and wire, shall be submitted into evidence. The cartridge serial number should be noted and documented on the evidence paperwork. The evidence packaging should be marked "Biohazard" if the probes penetrated the subject’s skin.

305.5.6 DANGEROUS ANIMALS
The TASER device may be deployed against an animal as part of a plan to deal with a potentially dangerous animal, such as a dog, if the animal reasonably appears to pose an imminent threat to human safety and alternative methods are not reasonably available or would likely be ineffective.

305.5.7 OFF-DUTY CONSIDERATIONS
Officers are not authorized to carry department TASER devices while off-duty.

Officers shall ensure that TASER devices are secured while in their homes, vehicles or any other area under their control, in a manner that will keep the device inaccessible to others.

305.6 DOCUMENTATION
Officers shall document all TASER device discharges in the related arrest/crime report. Notification shall also be made to a supervisor in compliance with the Use of Force Policy. Unintentional discharges, pointing the device at a person, laser activation and arcing the device will also be documented in a report or memorandum.

305.6.1 TASER DEVICE FORM
Items that shall be included in a report documenting a TASER discharge are:

(a) Date, time and location of the incident.
(b) Whether any display, laser or arc deterred a subject and gained compliance.
(c) The number of TASER device activations, the duration of each cycle, the duration between activations, and (as best as can be determined) the duration that the subject received applications.
(d) The range at which the TASER device was used.
(e) The type of mode used (probe or drive-stun).
(f) Location of any probe impact.
(g) Location of contact in drive-stun mode.
(h) Description of where missed probes went.
(i) Whether medical care was provided to the subject.
(j) Whether the subject sustained any injuries.
(k) Whether any officers sustained any injuries.
TASER

The TASER Program Manager should periodically analyze reports to identify trends, including deterrence and effectiveness. The TASER Program Manager should also conduct audits of data downloads and reconcile reports with recorded activations. TASER device information and statistics, with identifying information removed, should periodically be made available to the public.

305.6.2 REPORTS
The officer should include the following in the arrest/crime report:

(a) Identification of all personnel firing TASER devices
(b) Identification of all witnesses
(c) Medical care provided to the subject
(d) Observations of the subject’s physical and physiological actions
(e) Any known or suspected drug use, intoxication or other medical problems

305.7 MEDICAL TREATMENT
Consistent with local medical personnel protocols and absent extenuating circumstances, only appropriate medical personnel should remove TASER device probes from a person’s body. Used TASER device probes shall be treated as a sharps biohazard, similar to a used hypodermic needle, and handled appropriately. Universal precautions should be taken.

All persons who have been struck by TASER device probes or who have been subjected to the electric discharge of the device, at least once, shall be medically assessed by paramedics prior to booking. Additionally, any such individual who falls under any of the following categories should, as soon as practicable, be examined by paramedics or other qualified medical personnel:

(a) The person is suspected of being under the influence of controlled substances and/or alcohol.
(b) The person may be pregnant.
(c) The person reasonably appears to be in need of medical attention.
(d) The TASER device probes are lodged in a sensitive area (e.g., groin, female breast, head, face, neck).
(e) The person requests medical treatment.

Any individual exhibiting signs of distress or who is exposed to multiple or prolonged applications (i.e., more than 15 seconds) shall be transported to a medical facility for examination prior to booking. If any individual refuses medical attention, such a refusal should be witnessed by another officer and/or medical personnel and shall be fully documented in related reports. If an audio recording is made of the contact or an interview with the individual, any refusal should be included, if possible.
TASER

The transporting officer shall inform any person providing medical care or receiving custody that the individual has been subjected to the application of the TASER device.

305.8 SUPERVISOR RESPONSIBILITIES
When possible, supervisors should respond to calls when they reasonably believe there is a likelihood the TASER device may be used. A supervisor should respond to all incidents where the TASER device was activated.

A supervisor should review each incident where a person has been exposed to an activation of the TASER device. The device’s onboard memory should be downloaded through the data port by a supervisor or Rangemaster and saved with the related arrest/crime report. Photographs of probe sites should be taken and witnesses interviewed.

305.9 TRAINING
Personnel who are authorized to carry the TASER device shall be permitted to do so only after successfully completing the initial department-approved training. Personnel may only carry the TASER model they have trained and qualified with.

Proficiency training for personnel who have been issued TASER devices shall occur annually. A reassessment of an officer’s knowledge and/or practical skill may be required at any time if deemed appropriate by the Personnel/Training Manager. All training and proficiency for TASER devices will be documented in the officer’s training file.

Command staff, supervisors and Investigators should receive TASER device training as appropriate for the investigations they conduct and review.

The Personnel/Training Manager is responsible for ensuring that all members who carry TASER devices have received initial and annual proficiency training. Periodic audits should be used for verification.

Application of TASER devices during training could result in injury to personnel and should not be mandatory for certification.

The Personnel/Training Manager should ensure that all training includes:

(a) A review of this policy.
(b) A review of the Use of Force Policy.
(c) Performing weak-hand draws or cross-draws to reduce the possibility of accidentally drawing and firing a firearm.
(d) Target area considerations, to include techniques or options to reduce the accidental application of probes near the head, neck, chest and groin.
(e) Handcuffing a subject during the application of the TASER device and transitioning to other force options.
(f) De-escalation techniques.
(g) Restraint techniques that do not impair respiration following the application of the TASER device.
CITY OF FOUNTAIN VALLEY
POLICE DEPARTMENT

TO: ALL PERSONNEL
FROM: Kevin L. Childe, Chief of Police
DATE: January 7, 2019

SUBJECT: GENERAL ORDER 422- BODY WORN CAMERA DIRECTIVE

As a part of the selection process for our Department Body Worn Camera (BWC) system, a 30-day trial period utilizing Taser-Axon's system will commence near the deployment change. Officers Bray, Laguisan, Kelly and Marquez have been selected to be the test group for this process. Information Services, Records and administrative staff will also be participating. The tentative date to initiate and train personnel for this trial is January 17. During the trial period, the Department will utilize the Taser-Axon/Spillman CAD integration and cloud sharing with the Orange County District Attorney's Office. In accordance with General Order 422 - Portable Audio/Video Recorders, these BWCs will be used in lieu of the Officers' digital audio recorders and shall be activated in the same circumstances and for the same reasons as an Officers' digital audio recorder [i.e. MANDATORY recording]. The additional BWC directives that shall apply during the 30-day trial period:

422.7 Officers must properly identify their videos using three fields: ID, Title, and Category. ID = FVPD YY-12345. Title = Type of Call. Category = Proper Retention Category. Officers should upload the BWC device at the end of shift to ensure adequate time for downloading, charging and firmware updates. Department members should verify CAD integration has properly indexed BWC video with Spillman incidents.

422.4 Uniformed Department members wearing a BWC shall wear the recorder in a position minimizing recording obstructions. The BWC shall be affixed to the Department member's outermost garment below the collarbone and above the waist area in a forward facing manner.

The BWC shall be worn in the "standby-buffering mode" (power switch in the on position) while in service.
Department members should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording. Whenever the Department member does not record all or part of a contact, that omission should be documented.

422.5 BWCs are programmed with a 30-second "pre-buffer." Once the camera is activated to record, it will capture the 30 seconds of video prior to the activation. The pre-buffer recording does not capture audio.

422.5.2 There may be times when a member is asked to turn off his/her BWC while inside a private residence. If this occurs, the member has the discretion to comply with the request or refuse to cease the recording. The Department member should consider the request and decide if the need for accurate recording outweighs the request for privacy. At no time shall a Department member terminate a recording while effecting an arrest, search or other enforcement action.

This directive does not make any changes to the Use of Force, Officer-Involved Shooting or Records Maintenance/Release policies. Refer to General Order 300, 306 and 806.
CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: September 15, 2020

Subject: Request to Approve Art on a Box Program

EXECUTIVE SUMMARY:
The City of Fountain Valley is known as being, "A Nice Place to Live," which is consistent with the Citywide Strategic Plan mission statement. The City’s mission statement was adopted as:

"The City of Fountain Valley delivers cost-effective quality public services to provide a safe and desirable community that enriches its residents and businesses."

As part of the City’s continued efforts to bring forth more programs and services, the City Council directed staff to explore the opportunity and develop a utility art box program, Art on a Box. The Art on a Box program is common in cities, and is a multi-pronged benefit to the community including residents, who benefit from the visual art; artists, who have a canvas to display their work via a public forum; and community members and visitors, as it helps to build a sense of community and pride, and enhances the curb appeal of public spaces that typically would be blank canvases. Surrounding cities including Garden Grove, Costa Mesa, Santa Ana, and Fullerton have similar programs that promote the arts in their respective city.

DISCUSSION:
In July 2020, Public Works staff identified specific utility box locations that would be appropriate and would provide high visibility for the display of artwork. Public Works staff identified 12 utility boxes surrounding or near Mile Square Park that were city-owned and that were recommended as part of an initial pilot program (Attachment 2).

On July 14, 2020, the Art on a Box program was presented to the City Council in a study session, wherein staff received direction to move forward to develop program parameters and work with the Fountain Valley Community Foundation (FVCF) for potential sponsorship/funding opportunities.

Over the past two months, staff has worked on a program outline that was reviewed internally by the Recreation and Community Services Department, City Manager’s Office, and the City Attorney. After initial review, the program outline was then presented to the Fountain Valley Community Foundation, who offered additional feedback and criteria for
the program, and approved the motion for the FVCF to assist with the funding of the program through community partnerships and sponsorships.

A final determination was made to explore the option to use a vinyl wrapping for the utility boxes. Both the City Council and the Fountain Valley Community Foundation expressed their desire to move forward with an anti-graffiti coating on the utility boxes, providing for the best protection and easiest maintenance of the box.

On August 20, 2020, the program outline and funding opportunities were brought before the FVCF for discussion. The Foundation approved the program outline (Attachment 1), and agreed to work with each artist to facilitate the funding for the vinyl wrapping of the utility box.

FINANCIAL ANALYSIS
The total cost to wrap one utility box, depending on size, ranges between $800-$1,200. This includes the cost to print the vinyl, cut the vinyl, and install the vinyl wrap. This cost also includes minor wear and tear that may need to be replaced.

The overall cost for the program is estimated to be between $9,600-$14,400; however, depending on the selected vendor, the price may vary within the range.

The Fountain Valley Community Foundation will work with each artist to facilitate a funding source, resulting in no budget impact to the City’s general fund account.

ATTORNEY REVIEW:
The City Attorney has reviewed the program proposal and approved it as to form.

ALTERNATIVES:
Alternative No. 1: The City Council may approve the Art on a Box Program as is, with a collaborative partnership with the Fountain Valley Community Foundation.

Alternative No. 2: The City Council may deny the approval of the Art on a Box Program.

Alternative No. 3: Continue the item for further consideration.

RECOMMENDATION:
Staff recommend that the Fountain Valley City Council approve Alternative No. 1 to approve the Art on a Box program, and collaborate with the Fountain Valley Community Foundation for financial support of the program, which would result in a zero net impact to the City’s general fund budget.
City Council Request
Request to Approve Art on a Box Program
09/15/20
Page 3

Prepared By: Yvette E. Aguilar, Community Services Manager

Approved By: Rob Frizzelle, Community Services Director

Fiscal Review by: Jennifer Lampman, Finance Director/ Treasurer

Approved By: Rob Houston, City Manager

Attachment 1: Art on a Box Program Outline

Attachment 2: Exhibit A
Art on a Box Program

What is the Utility Art Box Program?

The City of Fountain Valley is proud to host a Utility Art Box Program, “Art on a Box,” as part of a beautification project to promote local artists, local history, and create a sense of community engagement, civic pride and heritage. The program supports the creation of public art by sponsoring artists to improve the visual aesthetics and invigorate utility boxes in public right-of-way streets by turning City-owned utility cabinets into a canvas for art.

What are the goals of the program?

- Distinguish the City of Fountain Valley as a nice place to live, work, and play;
- Provide every member of the community easy visual access to a form of public art from public street access;
- Strengthen civic pride and engagement, and historical heritage;
- Installation of work that will help improve quality of life;
- Help provide a public venue for local artists to showcase their talents and bring a sense of community and belonging by promoting community pride, civic engagement, and cultural heritage.

Who is eligible to participate and what type of artwork is requested?

When there are utility boxes that are available for wrapping and funding becomes available, there will be a call for artists. Eligible artists must meet each of the following criteria to be eligible to participate in the program:

- Artists must be 18 years of age or older. Artists younger than 18 years of age will need a legal parent/guardian to complete all paperwork;
- Artists must be a resident of, or affiliated with, the City of Fountain Valley;
  - Artists will be given priority in order of the following:
    1.) Artists who live in Fountain Valley;
    2.) Artists who work in Fountain Valley;
    3.) Artists who support or have an affiliation with the City of Fountain Valley.

Additionally, when placed on utility cabinets or other public property, the artwork constitutes City’s speech. The City does not intend to create any type of forum for private speech. As the City’s speech, the artwork content:

- Must be “G” rated;
- Must depict civic pride and engagement, and historical heritage;
- Must be generally positive in nature or uplifting and non-offensive;
- May not depict any of the following content: obscene or hateful artwork; illegal activity/crime; racial, religious, or sexual harassment.
- May not discriminate on the basis of gender, ethnicity, religion, economic status, national origin, disability, medical condition, sexual orientation, or age.
May not promote practices that, if they took place, would violate U.S. or state law, or promote drugs, alcohol, tobacco, gambling, or adult entertainment.

- May not include religious references or political statements.
- May not endorse products or services that do not comply with the City of Fountain Valley policies or procedures, County, State, or federal regulations, ordinances, codes, or statutes.
- May not endorse products or services that conflict with the City of Fountain Valley or the Recreation and Community Services Department mission statements.

**How is the artwork selected?**

When making the selection for Art on a Box, City of Fountain Valley staff will use their discretion to consider:

- Artistic excellence, innovation, and originality;
- Relevance of artwork to the area where the utility box is located;
- Contribution of artwork and impact to creating a sense of community and civic pride and engagement, historical heritage and cultural landscape of Fountain Valley.
- The aforementioned artist residency priority.

The selection process for each artist will consist of an initial review by City staff. Artists will be notified if and when their designs are accepted. If an artist’s work is selected to be placed on a utility box, artists must sign a waiver/release of liability. Once selected, the artist will work directly with the contracted vendor and complete the project within forty-five days. Due to the limited number of eligible utility boxes, the application process may be closed at any time.

**How long will artwork be on display?**

The City will endeavor to display the art for a minimum of two years. The City has the discretionary authority to extend or reduce the display period on a case-by-case basis. The City, at its discretion, may identify additional utility boxes to implement as part of the program.

**How is the program funded?**

The Fountain Valley Community Foundation will serve as a funding catalyst and will work with selected artists to help find a financial sponsor for the vinyl wrapping of the artwork.

The sponsored box will have anti-graffiti coating; however, significant damage to the box may not be repairable. The artwork may be removed in the event of irreparable damage, which may mean the artwork is on display fewer than two years.

**What if I have a sponsor for my artwork and box wrapping?**

The cost of each box is expected to be between $800-$1,200. The price of the box includes the printing and installation of the vinyl wrap. Additional maintenance costs may be subject to change.

If a sponsor is secured for the vinyl wrapping of the box, the sponsoring entity may place their logo or emblem on the artwork, with the approval of the artist. The logo or emblem, however, may not interfere with the overall integrity or message of the artwork as approved. The size of the logo/emblem will be limited to prevent from advertisement or commercialization of the utility box artwork, and will be subject to approval by staff upon recommendation of the Foundation.
The logo and emblem of the sponsoring entity may also be marketed on the Foundation's social media pages.

All sponsored artists and artwork will work with the sponsoring entity on a case-by-case basis for appropriate recognition.

*How do I submit artwork for the program?*

Artists interested in submitting their artwork for consideration may do so by completing an application online and sending an email to yvette.aguilar@fountainvalley.org, with an image of the artwork.
What utility boxes are part of the program and where are they located? (See Exhibit A)

### Exhibit A

<table>
<thead>
<tr>
<th>Utility Box Number</th>
<th>Utility Box Location</th>
<th>Box Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Box #1</td>
<td>Brookhurst and Edinger (SWC)</td>
<td>67” H x 45” W x 26” D</td>
</tr>
<tr>
<td>Box #2</td>
<td>Brookhurst and Heil (NWC)</td>
<td>67” H x 24” W x 30” D</td>
</tr>
<tr>
<td>Box #3</td>
<td>Brookhurst and Warner (SWC)</td>
<td>67” H x 45” W x 26” D</td>
</tr>
<tr>
<td>Box #4</td>
<td>Warner and Ward (SEC)</td>
<td>67” H x 24” W x 30” D</td>
</tr>
<tr>
<td>Box #5</td>
<td>Warner and Los Jardines West (SEC)</td>
<td>67” H x 24” W x 30” D</td>
</tr>
<tr>
<td>Box #6</td>
<td>Euclid and Warner (SWC)</td>
<td>67” H x 24” W x 30” D</td>
</tr>
<tr>
<td>Box #7</td>
<td>Euclid and Heil (SEC)</td>
<td>67” H x 24” W x 30” D</td>
</tr>
<tr>
<td>Box #8</td>
<td>Edinger and Euclid (NWC)</td>
<td>67” H x 45” W x 26” D</td>
</tr>
<tr>
<td>Box #9</td>
<td>Edinger and Ward (SEC)</td>
<td>67” H x 24” W x 30” D</td>
</tr>
<tr>
<td>Box #10</td>
<td>Slater and Brookhurst (NWC)</td>
<td>67” H x 45” W x 26” D</td>
</tr>
<tr>
<td>Box #11</td>
<td>Slater and Euclid (NWC)</td>
<td>67” H x 24” W x 30” D</td>
</tr>
<tr>
<td>Box #12</td>
<td>Slater and Mt. Herrmann (SEC)</td>
<td>67” H x 24” W x 30” D</td>
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