



Town of Paradise Town Council Meeting Agenda 6:00 P.M. - November 13, 2018

Town Hall Council Chamber, 5555 Skyway, Paradise, CA

Mayor, Jody Jones
Vice Mayor, Greg Bolin
Council Member, Scott Lotter
Council Member, Melissa Schuster
Council Member, Mike Zuccolillo

Town Manager, Lauren Gill
Town Attorney, Dwight L. Moore
Town Clerk, Dina Volenski
Community Development Director, Craig Baker
Administrative Services Director/Town Treasurer, Gina Will
Asst. Town Manager/Public Works Director/
Town Engineer, Marc Mattox
Division Chief, CAL FIRE/Paradise Fire, David Hawks
Chief of Police, Eric Reinbold

Meeting Procedures

- I. The Mayor is the Presiding Chair and is responsible for maintaining an orderly meeting. The Mayor calls the meeting to order and introduces each item on the agenda.
- II. The Town staff then provides a report to Council and answers questions from the Council.
- III. Citizens are encouraged to participate in the meeting process and are provided several opportunities to address Council. Any speaker addressing the Council is limited to three minutes per speaker - fifteen minutes per agenda item
 - A. If you wish to address the Council regarding a specific agenda item, please complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the meeting. This process is voluntary and allows for citizens to be called to the speaker podium in alphabetical order. Comments and questions from the public must be directed to the Presiding Chair and Town Council Members (please do not address staff.) Town staff is available to address citizen concerns Monday through Thursday at Town Hall between the hours of 8am and 5pm.
 - B. If you wish to address Council regarding an item not on the agenda, you may do so under Item 4, "Public Communication." Again, please fill out a card and give it to the Town Clerk before the meeting. State Law prohibits Council action on items not listed on a public agenda.

In compliance with the Americans with Disabilities Act (ADA) Compliance, persons who need special accommodations to participate in the Town Council meeting may contact the Town Clerk at least three business days prior to the date of the meeting to provide time for any such accommodation.

1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call

1e. p5 Proclamation - Recognize November 2018 as National Runaway Prevention Month.

1f. Presentation - Love Paradise - Arlan Hudson Make a Difference Day

1g. Presentation - Update on Road Projects in the Town of Paradise

2. CONSENT CALENDAR

One roll call vote is taken for all items. Consent items are considered to be routine business that does not call for discussion.

2a. p6 Approve minutes of the October 9, 2018 Town Council meeting.

2b. p12 Approve October Cash Disbursements in the amount of \$1,238,210.71

2c. p20 Award Contract No. 18-05, Fire Station 82 Re-Roof Project to Ark Design Roofing of Redding, CA in the amount of their bid \$40,721.00.

2d. p22 Adopt Resolution No. 18-42. A Resolution of the Town Council of the Town of Paradise accepting Contract No. 16-02, Trailway Enhancements Project, performed by Pacific Excavation of Elk Grove, California.

2e. p26 Adopt Resolution No. 18-43, A Resolution of the Town Council of the Town of Paradise accepting Contract No. 15-01, Downtown Paradise Equal Mobility Project, performed by S.T. Rhoades Construction of Redding, CA.

2f. p29 Accept \$1,000.00 donation from Mrs. Susan Muller for the Fire Department.

2g. p30 1. Waive second reading of the entire Town Ordinance No. 571 and approve reading by title only; and, 2. Adopt Town Ordinance No. 571, "An Ordinance Rezoning Certain Real Property From "AR-1" (Agricultural Residential, 1-Acre Minimum) to a "TR-1/3" (Town Residential, 1/3-Acre Minimum) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL18-00151; Walter Sonntag)".

2h. p34 Adopt Resolution No. 18-44, A Resolution of the Town Council of the Town of Paradise authorizing the acquisition of grants of easements and payments relating thereto for the Underground Utility District 16-2.

2i. p60 Ratify Contract 18-07 between the Town of Paradise and Frank's Air Conditioning and Heating relating to the replacement of a roof-mounted HVAC unit at Paradise Police Department (5595 Black Olive Drive); and, 2. Request a budget adjustment from the General Fund 1010.20.2001.4201.5304.

- [2j.](#) p79 Adopt Resolution No. 18-45, A Resolution of the Town Council of the Town of Paradise declaring certain vehicles to be surplus property and certain vehicles to no longer be surplus property.
- [2k.](#) p82 Authorize the Town Manager and the Administrative Services Director to execute the documents necessary to change the health plan insurance broker of record to Kennan & Associates as approved by the Town Attorney; and 2. Approve the related budget adjustments with 2018/19 savings of \$12,944.
- [2l.](#) p95 Ratify the final contract amount for the 5595 Black Olive Drive Microbial Remediation Project (including work at 5555 Skyway) with Service Masters by Cronic.

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

For matters that are not on the Council business agenda, speakers are allowed three (3) minutes to address the Council. The Town Council is prohibited from taking action on matters that are not listed on the public agenda. The Council may briefly respond for clarification and may refer the matter to the Town staff.

5. PUBLIC HEARINGS - None

6. COUNCIL CONSIDERATION

Action items are presented by staff and the vote of each Council Member must be announced. A roll call vote is taken for each item on the action calendar. Citizens are allowed three (3) minutes to comment on agenda items.

- [6a.](#) p96 Review information and provide staff with direction on desired changes, if any, to the Paradise Municipal Code relating to the street vending regulations in response to updated information to present at a future council meeting.
- [6b.](#) p98 Determine if it is appropriate to declare a shelter crisis in the Town of Paradise at this time; and, if the Town Council decides to declare a shelter crisis, adopt Resolution No. 18-___, "A Resolution of the Town Council of the Town of Paradise Declaring a Shelter Crisis Within the Town Limits of the Town of Paradise Pursuant to SB850 (Chapter 48, Statutes of 2018 and Government Code 8698.2)"
- [6c.](#) p151 Consider adopting Resolution No. 18-___, A Resolution approving the plans and specifications for the Almond Street Multi-Modal Improvements and Paradise Gap Closure Complex, combined as the Central Business District Investment in Complete Streets ("Business District Investment") Project and authorizing advertisement for bids on the project. (ROLL CALL VOTE)
- [6d.](#) p155 Consider adopting Resolution No. 18-___, A Resolution of the Town Council of the Town of Paradise approving the plans and specifications for the Skyway/Black Olive Signalization Project and authorizing advertisement for bids on the project. (ROLL CALL VOTE)

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items
- 7b. Council reports on committee representation
- 7c. Future Agenda Items

8. STAFF COMMUNICATION

- 8a. Town Manager Report
 - Community Development Director

9. CLOSED SESSION - None.

10. ADJOURNMENT

STATE OF CALIFORNIA)	SS.
COUNTY OF BUTTE)	
I declare under penalty of perjury that I am employed by the Town of Paradise in the Town Clerk's Department and that I posted this Agenda on the bulletin Board both inside and outside of Town Hall on the following date:	

TOWN/ASSISTANT TOWN CLERK SIGNATURE	

WHEREAS, California has an estimated 200,000 children who are homeless, including some 1,300 K-12 students in Butte County; and,

WHEREAS, Approximately 25% of youth exiting foster care will experience homelessness; and,

WHEREAS, Natural disasters and a lack of affordable housing have exacerbated youth homeless across rural California; and,

WHEREAS, a high percentage of homeless youth have been physically, sexually and/or emotionally abused by their guardians and are frequently re-victimized and exploited while living on the streets and in shelters; and,

WHEREAS, homeless youth typically lack the resources necessary to secure basic needs, including access to housing, food, clothing, and adequate and appropriate medical or mental health care; and,

WHEREAS, due to lack of stable housing, homeless youth face great difficulty in accessing, stabilizing, and succeeding in school, reducing the likelihood of successful graduation; and,

WHEREAS, the citizens of The Town of Paradise, California are the key to preventing youth homelessness by acting as mentors and role models for youth, guiding them toward available resources, productive choices, and creating opportunities for youth to successfully transition to adulthood.

NOW, THEREFORE, I, Jody Jones, Mayor of the Town of Paradise, on behalf of the Town Council and the citizens of Paradise California, by the virtue of the authority vested in me, do hereby proclaim November 2018 as Homeless and Runaway Youth Awareness Month in the Town of Paradise.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 13th day of November, 2018

Jody Jones, Mayor

MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – October 09, 2018

1. OPENING

The Regular Meeting of the Paradise Town Council was called to order by Mayor Jones at 6:00 p.m. in the Town Council Chamber at 5555 Skyway, Paradise, California. An invocation was offered by Council Member Zuccolillo.

COUNCIL MEMEBERS PRESENT: Melissa Schuster, Michael Zuccolillo and Jody Jones, Mayor.

COUNCIL MEMBERS ABSENT: Greg Bolin and Scott Lotter

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Administrative Services Director/Town Treasurer Gina Will, Public Works Director/Town Engineer Marc Mattox, Administrative Analyst Colette Curtis, Community Development Services/Planning Director Craig Baker, Police Chief Eric Reinbold, Police Lieutenant Anthony Borgman, Division Chief, CAL Fire Paradise, David Hawks, Business and Housing Program Supervisor Kate Anderson and CDD Manager/Assistant Planner Susan Hartman.

- 1a. Town Manager Lauren Gill introduced New Police Chief, Eric Reinbold.
- 1b. The proclamation recognizing October as Domestic Violence Awareness Month was accepted by Jackie Kent, Associate Director of Catalyst Domestic Violence. (180-40-26)
- 1c. A Presentation on the Town of Paradise Fuel Reduction, Fire Safety Preparedness and Evacuation Plans was presented by Fire Chief David Hawks, Jim Broshears from the Butte Council Fire Safe Council and Rob Cone from PG&E.
 1. Ward Habriel commented on the power of partnerships; that the Town of Paradise is ahead of other communities when it comes to fire safe landscaping and that people can benefit through education.
- 1d. The State of the Town was presented by Mayor Jones.
 1. Claudia Benike encouraged everyone to vote in November.

2. CONSENT CALENDAR

Council Member Zuccolillo asked that agenda item 2(i) be pulled from the consent calendar for further discussion.

MOTION by Zuccolillo, seconded by Schuster, approved consent calendar items 2a-2h. Roll call vote was unanimous with Bolin and Lotter absent and not voting.

- 2a. Approved minutes of the September 11, 2018 Town Council meeting.
- 2b. Approved September 2018 Cash Disbursements in the amount of \$1,082,664.23. (310-10-32)
- 2c. Awarded the contract for the Animal Control Waste Removal Contract to Koefran Services, Inc., in the amount of \$1,200 per month for up to six years; and, Authorized the Town Manager to execute a contract with Koefran Services, Inc., relating to the Animal Control Waste Removal and to approve additional expenditures due to annual rate adjustments not exceeding 5% per year. (510-20-206)
- 2d. Adopted Resolution No. 18-40, authorizing the acceptance of the donation of twenty-seven (27) Knox KeySecure 5 systems from Paradise Unified School District. (480-35-02/395-50-13)
- 2e. Approved the FEMA, Fire Prevention & Safety Grant Award to the Town of Paradise and authorized the finance director to advance funds for completing the terms of the grant with the understanding that those funds will be reimbursed by FEMA through the grant. (440-60-019)

Approved recommended budget adjustments allowing the grant expenses to be tracked in fund 2299 Grants Miscellaneous One Time and for the \$1,514 matching requirement to come from the General Fund 1010.

- 2f.
 - 1. Declared the described vehicle equipment and office items as surplus property; and,
 - 2. Adopted Resolution No. 18-41, A Resolution of the Town Council of the Town of Paradise declaring certain Town Equipment to be surplus and obsolete and authorizing disposal through sale or donation by the Town Manager or her designee. (380-10-003, 480-35-002)
- 2g.
 - 1. Authorized the State of California, Office of Emergency Services, 9-1-1 Emergency Communications Branch to enter into an agreement with Capture Technologies to upgrade the Paradise Police Department Emergency phone recording system; and,
 - 2. Authorized the State of California, Office of Emergency Services, 9-1-1 Emergency Communications Branch to enter into an agreement with Capture Technologies to upgrade the Paradise Police Department multi-channel Non-Emergency Phone and Radio recording system; and,
 - 3. Authorized the State of California, Office of Emergency Services, 9-1-1 Emergency Communications Branch to enter into an agreement with Infinite Consulting Services to replace the Paradise Police Department Dispatch Phone and Radio Interface Headset equipment; and
 - 4. Authorized the Town Manager or her designee to execute all related contracts for such Police Dispatch Center equipment upgrades.

- 2h. Authorized the Town Manager to approve a law enforcement mutual aid agreement between Shasta County and the Town of Paradise for assistance provided for the Carr Fire. (510-20-208)
- 2i. Agenda item 2i was removed from the consent calendar by Council Member Zuccolillo. (510-20-209)

3. ITEMS REMOVED FROM CONSENT CALENDAR

Item 2i was removed from the Consent Calendar.

Police Chief Reinbold provided information regarding Sergeant Ayala leaving the Paradise Police Department, being a canine handler and the relationship Sergeant Ayala had with Police Canine Taz. Chief Reinbold explained that Taz has a strong bond with Sergeant Ayala, is a very purpose driven canine and could potentially have a difficult time transitioning to a new handler. Taz was evaluated for the potential to transfer to a new handler and it was determined the cost associated with the prospect was not fiscally responsible to invest in. Chief Reinbold explained that after discussion, the department determined it would be in the best interest of Taz and the department to allow Taz to leave the department with Sergeant Ayala and purchase a replacement dog that can bond with and be trained by a new handler.

- 1. Julian Martinez asked what the average time was for a police dog to be in service.

Chief Reinbold stated that a police dogs estimated years of service is 8 to 10 years.

- 2i. **MOTION by Zuccolillo, seconded by Schuster,** authorized the Town Manager to enter into a contract with Zustan K-9 Services, LLC for the purchase and training of a police canine; and, 2. Authorized the use of the Canine Donation Fund to pay for a police canine and the Initial Basic Handlers Course; and, 3. Authorized the Town Manager to sell/transfer ownership of current Police K9 Taz to another Law Enforcement Agency. Roll call vote was unanimous with Bolin and Lotter absent and not voting.

4. PUBLIC COMMUNICATION

- 1. Claudia Benike invited the Town Council to the Paradise Symphony concert, with special guest Dawn Harms, on October 28, 2018, 7:00 p.m. at the Paradise Performing Arts Center to celebrate their 60th year.
- 2. Ward Habriel informed the Town Council about a partnership with Home Depot in Oroville to provide a Wildfire Safety Fair on Thursday, October 11, 2018 to help citizens make their homes more fire safe. Mr. Habriel also informed the Town Council about posters that will be put up in town regarding bears and how what is in the garbage is affecting the bear population in Paradise.
- 3. Sharon Simonton invited the Town Council to attend two PASH fundraisers; 1. October 18 at Black Bear Diner from 4:00 p.m. – 8:00 p.m. a portion of proceeds

will be donated to PASH; and, 2. Annual Art Show, November 10 from 11:00 a.m. to 3:00 p.m. at the Paradise Ridge Senior Center. (510-20-207)

4. Virginia Underwood requested that the Town Council take action at the November meeting regarding the Shelter Crisis declaration and stated that the Continuum of Care, through the County, has extended the deadline to November 15, 2018 specifically to give the Town of Paradise time to adopt the proposed resolution. Ms. Underwood requested that the resolution be adopted.

5. Marla, an Oroville resident and Chico State student has been homeless and stated that it takes a community to help the homeless, thinks that approving the Shelter Crisis resolution will help the Town of Paradise and that Paradise should follow the rest of Butte County.

6. James Holmes thinks that the numbers regarding the homeless are incorrect and that the financial need is greater than what is available from the State. Mr. Holmes suggested that the General Fund could help and community members could assist to help support the local homeless.

5. PUBLIC HEARINGS - None.

6. COUNCIL CONSIDERATION

6a. **MOTION by Schuster, seconded by Zuccolillo**, 1. Considered minor text revisions to Town Ordinance No. 571 as introduced at the September 11, 2018 Town Council meeting; and, 2. Waived the first reading of revised Town Ordinance No. 571 and read by title only; and, 3. Introduced revised Town of Paradise Ordinance No. 571, "An Ordinance Rezoning Certain Real Property From "AR-1" (Agricultural Residential, 1-Acre Minimum) to a "TR-1/3" (Town Residential, 1/3-Acre Minimum) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL18-00151; Walter Sonntag)" Roll call vote was unanimous with Bolin and Lotter absent and not voting. (760-40-052/760-40-060)

6b. The Town Council considered and filed the information presented by Administrative Services Director Gina Will concerning Town finances. (340-40-15)

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items

7a1. Discussion of Town owned property at 5456 Black Olive Drive – previously the Jeffords Building (ZUCCOLILLO)

Council Member Zuccolillo asked for this item to be placed on the agenda to discuss the potential sale of the property, because the property is in disrepair and the Town doesn't have the money to fix it up. Council Member Zuccolillo stated that the building conditions are not improving, that the Town Council should lead by example and do something with the Town's building.

Council discussed if there was any value in putting money into the building in order to sell it; if the Chocolate Fest was paying any rent; if any improvements had been made to the property and if there were any down sides to selling the property, would the Town sell the property or list with a realtor, would there be any interest from the individual who renovated the property next door.

Council Member Zuccolillo stated that the market is still up and that now would be a good time to sell it although the Town would only receive a portion of the proceeds.

Town Manager Gill stated that the Chocolate Fest is using the building, half of the building had improvements several years ago, but no improvements have been made recently, did not see any downside to selling the property, that the previous RDA purchased the property to correct a septic issue with an adjacent piece of property and that there had been no discussion with the property owner next door.

Town Attorney Moore stated that since the property was originally purchased by the RDA, the property would have to be used for specific commercial purposes and the proceeds, by law, would be split with about eight (8) local governmental agencies.

1. Ward Habriel stated that this is not the disaster like other properties in town and suggested bulldozing the building to make more parking or if it is decided to sell it, put a time limit on the sale of the property.

Town Attorney Moore stated that the property could not be used for parking because it is restricted to specific uses.

After discussion, Town Council directed staff to bring the item back, as an action item, on the next Town Council agenda.

7b. Council reports on committee representation

Council Member Zuccolillo will be attending the Continuum of Care meeting next Monday.

Council Member Schuster attended the League of California Cities meeting in Long Beach, Coffee with a Cop, Police Chief Swear in, Gold Nugget Museum Wine and History event, Johnny Appleseed Days and Blues and Brews.

Mayor Jones has been presenting the State of the Town to organizations in Town, attended the Dutch Oven Cookoff, Countywide Oversight Board, Butte County Association of Governments, Butte County Air Quality Management District and baked pies for Johnny Appleseed Days.

7c. Future Agenda Items - None

8. STAFF COMMUNICATION

8a. Town Manager Report – Town Manager Gill announced the Love Paradise Event on October 26 & 27, Town Hall Façade Project where the front of the building will be painted and upgraded due to a donation by Council Member Schuster, staffed a booth at Johnny Appleseed Days and commented on the partnership/contract

with Northern Recycling and Waste Services and the vacuum truck that has been used to clean out about 75 drainage inlets and removed about 20,000 pounds of debris from the drainage inlets.

Community Development Director Craig Baker reported on the following projects: Black Olive Village project, Lynn's Optimo/Skyway Plaza, Woodview Retirement Cottages, Gold Seekers, Capay Hopps Factory, Children's Community Charter School, Sonntag General Plan Amendment/Rezone, Rivera Use permit, Immediate Care and Teeter Use Permit.

9. CLOSED SESSION

At 7:51 p.m. Mayor Jones announced that the Town Council would go into closed session for the following item:

- 9a. Pursuant to Government Code Section 54956.9(d)(1), the Town Council will hold a closed session with the Town Manager and Town Attorney regarding the following existing litigation:

Town of Paradise v. Wendy Jane Baker, et al. County of Butte, Superior Court Case No. 16V02070

At 8:07 p.m. Mayor Jones reconvened the meeting and announced that Town Council discussed the item, gave direction and that no action was taken.

10. ADJOURNMENT

Mayor Jones adjourned the Council meeting at 8:07 p.m...

Date Approved:

By: _____
Jody Jones, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
OCTOBER 1, 2018 - OCTOBER 31, 2018

October 1, 2018 - October 31, 2018

Check Date	Pay Period End	DESCRIPTION	AMOUNT
10/05/18	09/30/18	Net Payroll - Direct Deposits & Checks	\$124,769.49
10/19/18	10/14/18	Net Payroll - Direct Deposits & Checks	\$142,647.47
TOTAL NET WAGES PAYROLL			\$267,416.96

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$257,964.35
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$712,829.40
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$970,793.75</u>
GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$1,238,210.71</u></u>

APPROVED BY: _____
LAUREN GILL, TOWN MANAGER

APPROVED BY: _____
GINA S. WILL, ADMINISTRATIVE SERVICES DIRECTOR/TOWN TREASURER

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 10/1/2018 - To Payment Date: 10/31/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
Check									
72921	10/04/2018	Open			Accounts Payable	Aflac	\$189.92		
72922	10/04/2018	Open			Accounts Payable	Met Life	\$8,471.44		
72923	10/04/2018	Open			Accounts Payable	OPERATING ENGINEERS	\$816.00		
72924	10/04/2018	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,779.08		
72925	10/04/2018	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,733.81		
72926	10/04/2018	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$688.43		
72927	10/04/2018	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$100.00		
72928	10/04/2018	Open			Accounts Payable	ENTERPRISE FM TRUST	\$1,073.32		
72929	10/04/2018	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
72930	10/04/2018	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
72931	10/04/2018	Open			Accounts Payable	MOORE, DWIGHT, L.	\$15,483.00		
72932	10/04/2018	Open			Accounts Payable	SBA Monarch Towers III LLC	\$136.85		
72933	10/04/2018	Open			Accounts Payable	TAZZARI-DINEEN, GABRIELA	\$707.07		
72934	10/04/2018	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$906.47		
72935	10/04/2018	Open			Accounts Payable	WESTAMERICA BANK	\$20,137.76		
72936	10/05/2018	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$350.00		
72937	10/05/2018	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
72938	10/11/2018	Open			Accounts Payable	Akin, David	\$352.00		
72939	10/11/2018	Open			Accounts Payable	Amazon Capital Services	\$492.64		
72940	10/11/2018	Open			Accounts Payable	ANDERSON, KATE	\$30.57		
72941	10/11/2018	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$67.79		
72942	10/11/2018	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$108.97		
72943	10/11/2018	Open			Accounts Payable	AT&T MOBILITY	\$86.66		
72944	10/11/2018	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$296.42		
72945	10/11/2018	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$20.59		
72946	10/11/2018	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$2,617.06		
72947	10/11/2018	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,116.60		
72948	10/11/2018	Open			Accounts Payable	BACKGROUNDS & MORE	\$325.00		
72949	10/11/2018	Open			Accounts Payable	BASIC LABORATORY	\$1,071.00		
72950	10/11/2018	Open			Accounts Payable	BATTERIES PLUS	\$32.18		
72951	10/11/2018	Open			Accounts Payable	Biometrics4ALL, Inc	\$17.25		
72952	10/11/2018	Open			Accounts Payable	Bunch Electrical	\$8,835.00		
72953	10/11/2018	Open			Accounts Payable	BUTTE CO RECORDER	\$302.50		
72954	10/11/2018	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$2,353.00		
72955	10/11/2018	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	\$139.50		
72956	10/11/2018	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF CONSERVATION	\$497.90		
72957	10/11/2018	Open			Accounts Payable	CASHIER, DPR	\$300.00		
72958	10/11/2018	Open			Accounts Payable	CHUCK PATERSON TOYOTA	\$140.67		
72959	10/11/2018	Open			Accounts Payable	COMCAST CABLE	\$241.01		
72960	10/11/2018	Open			Accounts Payable	COMCAST CABLE	\$78.16		
72961	10/11/2018	Open			Accounts Payable	COMPANIONS ANIMAL HOSPITAL	\$935.67		
72962	10/11/2018	Open			Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$335.05		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 10/1/2018 - To Payment Date: 10/31/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
72963	10/11/2018	Open			Accounts Payable	Creative Services of New England	\$377.95		
72964	10/11/2018	Open			Accounts Payable	DON'S SAW & MOWER	\$11.84		
72965	10/11/2018	Open			Accounts Payable	Door Company Inc, The	\$383.00		
72966	10/11/2018	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$1,028.00		
72967	10/11/2018	Open			Accounts Payable	Entersect	\$84.95		
72968	10/11/2018	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$220.06		
72969	10/11/2018	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$176.00		
72970	10/11/2018	Open			Accounts Payable	HUDSON'S APPLIANCE CENTER	\$30.00		
72971	10/11/2018	Open			Accounts Payable	HUNTERS PEST CONTROL	\$55.00		
72972	10/11/2018	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$7,352.09		
72973	10/11/2018	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$56.06		
72974	10/11/2018	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$726.06		
72975	10/11/2018	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$125.00		
72976	10/11/2018	Open			Accounts Payable	Kittelson & Associates Inc	\$26,334.10		
72977	10/11/2018	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$727.37		
72978	10/11/2018	Open			Accounts Payable	L.N. CURTIS & SONS	\$1,673.10		
72979	10/11/2018	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$78.95		
72980	10/11/2018	Open			Accounts Payable	Metropolitan Transportation Commission	\$1,500.00		
72981	10/11/2018	Open			Accounts Payable	Meyers Police Canine Training	\$600.00		
72982	10/11/2018	Open			Accounts Payable	MJB WELDING SUPPLY, INC.	\$464.90		
72983	10/11/2018	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$56.84		
72984	10/11/2018	Open			Accounts Payable	MUNICIPAL CODE CORP	\$399.00		
72985	10/11/2018	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$79.98		
72986	10/11/2018	Open			Accounts Payable	NATIONAL BAND & TAG COMPANY	\$274.29		
72987	10/11/2018	Open			Accounts Payable	NCCSIF TREASURER	\$105,448.75		
72988	10/11/2018	Open			Accounts Payable	Nesci Appraisal Service	\$400.00		
72989	10/11/2018	Open			Accounts Payable	North State Tire Co. Inc.	\$4,361.51		
72990	10/11/2018	Open			Accounts Payable	NORTHSTATE AGGREGATE, INC.	\$501.04		
72991	10/11/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	\$408.24		
72992	10/11/2018	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$912.46		
72993	10/11/2018	Open			Accounts Payable	Pacific Excavation	\$76,253.27		
72994	10/11/2018	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$353.22		
72995	10/11/2018	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$390.75		
72996	10/11/2018	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,110.00		
72997	10/11/2018	Open			Accounts Payable	PLATT ELECTRIC SUPPLY	\$262.59		
72998	10/11/2018	Open			Accounts Payable	RE CONSTRUCTION	\$440.00		
72999	10/11/2018	Open			Accounts Payable	Riebes Auto Parts	\$27.47		
73000	10/11/2018	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$440.00		
73001	10/11/2018	Open			Accounts Payable	Spherion Staffing	\$762.84		
73002	10/11/2018	Open			Accounts Payable	Stratti	\$1,800.00		
73003	10/11/2018	Open			Accounts Payable	Tadeo, Pedro & Cheryl	\$11,738.96		
73004	10/11/2018	Open			Accounts Payable	The Lead Detective Agency, Jeff, Van Slooten	\$500.00		
73005	10/11/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$688.37		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 10/1/2018 - To Payment Date: 10/31/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
73006	10/11/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$53.24		
73007	10/11/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$14.29		
73008	10/11/2018	Open			Accounts Payable	Timios Title	\$40,000.00		
73009	10/11/2018	Open			Accounts Payable	Tri Flame Propane	\$62.60		
73010	10/11/2018	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
73011	10/11/2018	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$1,887.84		
73012	10/11/2018	Open			Accounts Payable	VALLEY CLINICAL & CONSULTING SERVICES	\$450.00		
73013	10/11/2018	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$675.61		
73014	10/11/2018	Open			Accounts Payable	WLM Construction	\$156.45		
73015	10/19/2018	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$350.00		
73016	10/19/2018	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
73017	10/25/2018	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$136.46		
73018	10/25/2018	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$626.08		
73019	10/25/2018	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$67.78		
73020	10/25/2018	Open			Accounts Payable	Asbury Environmental Services	\$608.14		
73021	10/25/2018	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,041.75		
73022	10/25/2018	Open			Accounts Payable	BACKGROUNDS & MORE	\$325.00		
73023	10/25/2018	Open			Accounts Payable	Bear Electric Solutions	\$4,925.00		
73024	10/25/2018	Open			Accounts Payable	Bertagna, Steve	\$38.25		
73025	10/25/2018	Open			Accounts Payable	Big O Tires	\$40.00		
73026	10/25/2018	Open			Accounts Payable	BOYS AND GIRLS CLUB	\$1,239.82		
73027	10/25/2018	Open			Accounts Payable	BUTTE COUNTY PUBLIC HEALTH - OROVILLE	\$87.00		
73028	10/25/2018	Open			Accounts Payable	Butte County Public Health Dept - Health Clinic	\$1,125.00		
73029	10/25/2018	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$234,300.75		
73030	10/25/2018	Open			Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION	\$300.00		
73031	10/25/2018	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$760.00		
73032	10/25/2018	Open			Accounts Payable	CATALYST WOMEN'S ADV. INC.	\$1,251.00		
73033	10/25/2018	Open			Accounts Payable	Chamness, Justin	\$255.00		
73034	10/25/2018	Open			Accounts Payable	Chapman and Cutler, LLP	\$5,000.00		
73035	10/25/2018	Open			Accounts Payable	CHICO ELECTRIC	\$4,580.00		
73036	10/25/2018	Open			Accounts Payable	CHICO IMMEDIATE CARE	\$130.00		
73037	10/25/2018	Open			Accounts Payable	CLEANING CONNECTION, THE	\$375.00		
73038	10/25/2018	Open			Accounts Payable	COMCAST CABLE	\$258.16		
73039	10/25/2018	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$189.00		
73040	10/25/2018	Open			Accounts Payable	Decker, Theresa	\$96.51		
73041	10/25/2018	Open			Accounts Payable	DICK'S FLOOR COVERING	\$7,036.00		
73042	10/25/2018	Open			Accounts Payable	DIVISION OF THE STATE ARCHITECT	\$4.80		
73043	10/25/2018	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$299.00		
73044	10/25/2018	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$234.40		
73045	10/25/2018	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$176.00		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 10/1/2018 - To Payment Date: 10/31/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
73046	10/25/2018	Open			Accounts Payable	FOOTHILL MILL & LUMBER	\$97.66		
73047	10/25/2018	Open			Accounts Payable	GENESIS SOCIETY	\$500.00		
73048	10/25/2018	Open			Accounts Payable	Heinke, Cindah	\$2,900.00		
73049	10/25/2018	Open			Accounts Payable	Howell, Geri	\$15.00		
73050	10/25/2018	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$783.59		
73051	10/25/2018	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$585.00		
73052	10/25/2018	Open			Accounts Payable	Kittelson & Associates Inc	\$2,381.06		
73053	10/25/2018	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$1,250.00		
73054	10/25/2018	Open			Accounts Payable	KP Research Services, Inc.	\$2,400.00		
73055	10/25/2018	Open			Accounts Payable	LIFE ASSIST INC	\$315.51		
73056	10/25/2018	Open			Accounts Payable	Mark Thomas & Company Inc	\$8,543.68		
73057	10/25/2018	Open			Accounts Payable	Mark Thomas & Company Inc	\$7,445.95		
73058	10/25/2018	Open			Accounts Payable	Mayhugh, Tyler	\$25.50		
73059	10/25/2018	Open			Accounts Payable	Meyers Police Canine Training	\$400.00		
73060	10/25/2018	Open			Accounts Payable	MID VALLEY TERMITE	\$155.00		
73061	10/25/2018	Open			Accounts Payable	MUNICIPAL CODE CORP	\$399.00		
73062	10/25/2018	Open			Accounts Payable	NORTHERN CALIFORNIA FENCE	\$532.04		
73063	10/25/2018	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$7,928.73		
73064	10/25/2018	Open			Accounts Payable	NORTHSTAR	\$2,653.57		
73065	10/25/2018	Open			Accounts Payable	NWN Corporation	\$3,316.23		
73066	10/25/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	\$377.00		
73067	10/25/2018	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$210.04		
73068	10/25/2018	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$8,213.27		
73069	10/25/2018	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$1,075.38		
73070	10/25/2018	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMITY MEDIA	\$102.18		
73071	10/25/2018	Open			Accounts Payable	PARADISE RECREATION & PARK DISTRICT	\$176.00		
73072	10/25/2018	Open			Accounts Payable	PARADISE SCREEN PRINT	\$1,083.97		
73073	10/25/2018	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$160.00		
73074	10/25/2018	Open			Accounts Payable	PETERSON TRACTOR CO	\$73.06		
73075	10/25/2018	Open			Accounts Payable	R B SPENCER INC	\$1,407.11		
73076	10/25/2018	Open			Accounts Payable	RENTAL GUYS - CHICO	\$84.04		
73077	10/25/2018	Open			Accounts Payable	Riebes Auto Parts	\$11,538.32		
73078	10/25/2018	Open			Accounts Payable	Shelby's Pest Control, Inc.	\$100.00		
73079	10/25/2018	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$440.00		
73080	10/25/2018	Open			Accounts Payable	Spherion Staffing	\$635.70		
73081	10/25/2018	Open			Accounts Payable	STRADLING YOCCA CARLSON & RAUTH	\$5,000.00		
73082	10/25/2018	Open			Accounts Payable	T and S DVBE Inc.	\$228.99		
73083	10/25/2018	Open			Accounts Payable	TeleCheck Services, Inc.	\$70.53		
73084	10/25/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$609.15		
73085	10/25/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$13.60		
73086	10/25/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$63.94		
73087	10/25/2018	Open			Accounts Payable	TOM'S TREE SERVICE	\$1,400.00		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 10/1/2018 - To Payment Date: 10/31/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
73088	10/25/2018	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$539.29		
73089	10/25/2018	Open			Accounts Payable	VALLEY CLINICAL & CONSULTING SERVICES	\$450.00		
73090	10/25/2018	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$852.00		
73091	10/25/2018	Open			Accounts Payable	VERIZON WIRELESS	\$699.61		
73092	10/25/2018	Open			Accounts Payable	VERIZON WIRELESS	\$115.29		
73093	10/25/2018	Open			Accounts Payable	VERIZON WIRELESS	\$104.70		
73094	10/25/2018	Open			Accounts Payable	VERIZON WIRELESS	\$299.09		
73095	10/25/2018	Open			Accounts Payable	WITTMIEIER AUTO CENTER	\$1,383.27		
73096	10/25/2018	Open			Accounts Payable	WRIGHT, ROBERT	\$352.00		
73097	10/25/2018	Open			Accounts Payable	YOUTH FOR CHANGE	\$1,931.27		
73098	10/25/2018	Open			Accounts Payable	Zustan K-9 Services, Oscar, Covarrubias	\$11,000.00		
Type Check Totals:					178 Transactions		\$731,501.60		
EFT									
784	10/04/2018	Open			Accounts Payable	CALPERS	\$118,255.89		
785	10/05/2018	Open			Accounts Payable	CALPERS - RETIREMENT	\$30,278.72		
786	10/05/2018	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,472.41		
787	10/05/2018	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$4,293.44		
788	10/05/2018	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$17,438.55		
789	10/11/2018	Open			Accounts Payable	STATE BOARD OF EQUALIZATION	\$196.00		
790	10/19/2018	Open			Accounts Payable	CALPERS - RETIREMENT	\$30,752.50		
791	10/19/2018	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$6,448.22		
792	10/19/2018	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$4,217.34		
793	10/19/2018	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$22,939.08		
Type EFT Totals:					10 Transactions		\$239,292.15		
AP - US Bank TOP AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	178	\$731,501.60	\$0.00

CASH DISBURSEMENTS REPORT

From Payment Date: 10/1/2018 - To Payment Date: 10/31/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	178	\$731,501.60	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	10	\$239,292.15	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	10	\$239,292.15	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	188	\$970,793.75	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	188	\$970,793.75	\$0.00	
Grand Totals:									
Checks									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	178	\$731,501.60	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	178	\$731,501.60	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	10	\$239,292.15	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	10	\$239,292.15	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	188	\$970,793.75	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	188	\$970,793.75	\$0.00	



**TOWN OF PARADISE
Council Agenda Summary
Date: November 13, 2018**

Agenda No. 2(c)

ORIGINATED BY: Marc Mattox, Public Works Director / Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Fire Station 82 Re-Roof Project

COUNCIL ACTION REQUESTED:

1. Award Contract No. 18-05, Fire Station 82 Re-Roof Project to Ark Design Roofing of Redding, CA in the amount of their bid \$40,721.00.

Background:

Following completion of the 2018 Facilities Inventory, Fire Station 82, located at 5585 South Libby Road, was flagged as in need of a complete roof replacement. The last roof replacement interval was in 1999 and was expected to last 20 years. At the conclusion of the 2017/2018 Fiscal Year Budget, \$32,500 in Cal Fire Contract savings was transferred to Asset Replacement for the purposes of replacing the roof during the 2018/2019 fiscal year.

Analysis:

On October 8, 2018, Town of Paradise Public Works issued a Notice to Contractors for the Fire Station 82 Re-Roof Project. The project advertisement was published in the Paradise Post on October 13, 2018, in compliance with Public Contract Code Section 20164. Plans and specifications for the project were provided to 12 local, regional, and national construction exchanges.

On November 1, four bids were received by the Town Clerk and publicly opened. A list of bids received are shown below:

Bid	Contractor	Base Bid	Additive Bid No. 1	Total Bid Amount
1	Ark Design	\$30,293.00	\$10,428.00	\$40,721.00
2	MCM Roofing Company	\$49,155.00	\$6,319.00	\$55,474.00
3	Anthem Builders	\$74,800.00	\$9,000.00	\$83,800.00
4	Barth Roofing Company	\$45,000.00	\$14,854.00	\$59,854.00

Additive Bid No. 1 relates to potential work involving replacement of roof sheathing, if necessary.

Following review of bid results, staff recommends awarding Contract No. 18-05 to Ark Design Roofing of Redding, CA in the amount of their bid of \$40,721.00. It is expected, if awarded, Ark Design will proceed with the project work following contract execution and coordination with weather conditions.

Financial Impact:

The total construction cost is \$40,721.00 and a \$4,072 construction contingency is recommended – providing a total project cost of \$44,793.00. A total of \$32,500 of Cal Fire Contract savings were applied to the FY 18/19 budget for this item. With the total construction cost exceeding the original budget, staff is recommending the General Fund finance the

remaining project balance of \$12,293.00. Roof sheathing (\$10,428) will only be replaced if necessary.



TOWN OF PARADISE
Council Agenda Summary
Date: November 13, 2018

Agenda No. 2(d)

ORIGINATED BY: Marc Mattox, Public Works Director / Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Trailway Enhancements Project Acceptance

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 18-___, A Resolution of the Town Council of the Town of Paradise accepting Contract No. 16-02, Trailway Enhancements Project, performed by Pacific Excavation of Elk Grove, California.

Background:

On September 26, 2013, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation (Senate Bill 99, Chapter 359 and Assembly Bill 101, Chapter 354). The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. The ATP administered by the Division of Local Assistance, Office of Active Transportation and Special Programs. The objective of the ATP is to achieve the following objectives:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits, and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

On October 22, 2015, the California Transportation Committee announced the adoption of Statewide and Small Urban and Rural components of the program, including \$1,391,000 at 97.5% reimbursement for the Trailway Enhancements Project.

Town staff prepared the plans, specifications, and cost estimate for the Trailway Enhancements Project. The final project includes the addition of 228 LED streetlights (15' high, dark-sky compliant) which will be spaced every 125' along the trailway from 7 different service connections. The flashing beacons will be installed at Clark Rd, Wagstaff Rd, Bille Rd, Maxwell Dr, Elliott Rd and Foster Rd. All intersections will be improved with new ramps and crosswalk advanced warning markings. The original scope of work also included widening the trailway from 8' minimum to 10' preferred.

On December 12, 2017, Town Council adopted a resolution approving the Plans, Specifications and Estimates and authorized staff to seek formal bids for the project.

The Trailway Enhancements Project was formally advertised for bids on December 13, 2017. The project advertisement was published in the Paradise Post on December 16 and 27, in compliance with public contract codes. Plans and Specifications were provided to 12 local, regional, and national construction exchanges.

On January 8, 2018, four bids were received by the Town Clerk and publicly opened. A list of bids and their respective electrical subcontractors are shown below:

Bid	Prime Contractor	Electrical Subcontractor	Bid Amount
1	Pacific Excavation	None	\$1,576,928.00
2	Franklin Construction	Pacific Excavation	\$1,776,229.00
3	Robert J Frank Construction	Terry Hansen Electric	\$2,095,194.00
4	SnL Group	Stephen's Electrical	\$2,564,319.00
X	Engineer's Estimate	N/A	\$1,254,782.00

As evidenced by the total bid amounts, construction bids were far higher than expected. This bid cycle was the latest example of exponentially increasing costs due to an improved economy and other various factors.

On January 9, 2018 staff requested Town Council take no action in awarding or rejecting bids received while alternatives are explored to complete the project work.

The Town of Paradise Public Works Department simply did not have adequate funding reserves to absorb the construction cost increase for a project that is funded 97.5% by secured grants. Understanding the project was already value-engineered to an extreme level, staff began working with Butte County Association of Governments staff, Caltrans Division of Local Assistance staff, and California Transportation Commission staff to consider modification of the project scope without re-advertising the project. With their support, staff submitted a proposal to the California Transportation Commission for a scope change request. In short, the scope change would delete the initially proposed widening from 8' to 10' of the trailway surface. Eliminating the widening has a minor benefit reduction, however would enable the Town to deliver remaining components – lighting the trailway, improving the crosswalks and increasing ADA compliance.

On January 11, 2018, staff submitted all scope change documentation to Caltrans District 3 Local Assistance for review. This process also includes review by Caltrans Headquarters staff as well as the California Transportation Commission staff, and possibly the California Transportation Commission at a regular scheduled meeting.

On February 13, 2018, Paradise Town Council voted to concur with the staff's recommendation, seeking approval from the California Transportation Commission to formally amend the project scope, eliminating the trailway widening component.

On February 20, 2018, staff received approval from the California Transportation Commission staff, stating the proposed changes qualified as a minor scope change and were administratively approved to proceed to construction award. The request does not need formal consideration by the California Transportation Commission.

With this approval, Council awarded Contract 16-02 to Pacific Excavation of Elk Grove, CA in the amount of their bid of \$1,576,928.00. Following contract execution, staff pledged to immediately process a Contract Change Order and formally delete the trailway widening items of work.

Analysis:

Following award, staff issued Contract Change Order No. 1, as promised and was fully executed by the contractor on March 9, 2019. Construction began in mid-April of 2018. Work progressed smoothly through the middle of summer with most work substantially complete in late July. One issue arose during construction that is in the final stages of resolution, being the flashing beacon at the intersection of the Trailway and Maxwell Drive. This service point was inadvertently omitted from the original design package with Pacific Gas & Electric. Staff submitted a service application on April 2, 2018. PG&E did not complete their portion of work until November 2, 2018. By the time of the November 13, 2018 Council meeting, it is expected Pacific Excavation will have completed all remaining work relating to this flashing beacon.

Financial Impact:

The awarded contract 16-02 to Pacific Excavation of Elk Grove, CA was \$1,576,928.00. With execution of Contract Change Order 1 the total project budget was \$1,340,216. The actual construction cost is \$1,342,557.33. The slight construction contract overage is eligible for reimbursement at the defined 97.5% ratio, and will be funded by prior phases which were under approved allocations. 97.5% of all costs associated with this project are reimbursable to the Caltrans administered Active Transportation Program. A tabulated breakdown of the construction component is provided below.

	<i>Awarded Contract with Change Order 1</i>	<i>Actual Construction Costs</i>
<i>Construction – ATP Grant</i>	\$1,287,211	\$1,287,287.53
<i>Construction – Transit Matching Funds</i>	\$33,005	\$33,007.37
<i>Construction – Subtotal</i>	\$1,320,216	\$1,320,294.90
<i>Construction Engineering – ATP Grant</i>	\$19,500	\$21,725.37
<i>Construction Engineering – Transit Matching Funds</i>	\$500	\$554.06
<i>Construction Engineering – Subtotal</i>	\$20,000	\$22,282.43
<i>TOTAL</i>	\$1,340,216	\$1,342,557.33

**TOWN OF PARADISE
RESOLUTION NO. 18-___**

**A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF PARADISE
ACCEPTING THE WORK PERFORMED UNDER THE TRAILWAY
ENHANCEMENTS PROJECT (CONTRACT NO. 16-02).**

WHEREAS, the Town of Paradise contracted with Pacific Excavation for certain work performed under that certain project known as the Trailway Enhancements Project, being Contract No. 16-02; and

WHEREAS, such work of improvements, as required by the contract between the Town of Paradise and Pacific Excavation, was completed on July 31, 2018 to the satisfaction of the Town; and

WHEREAS, there has been posted a surety bond insuring the maintenance of the work of improvements for a period of one year from and after completion and Town Acceptance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:

SECTION I: The Town Council hereby accepts the work performed on those certain improvements, the subject of a contract between the Town of Paradise and Pacific Excavation, known as the Trailway Enhancements Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 13th day of November, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Jody Jones, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



**TOWN OF PARADISE
Council Agenda Summary
Date: November 13, 2018**

Agenda No. 2(e)

ORIGINATED BY: Marc Mattox, Public Works Director / Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Pearson Rd SR2S Connectivity Project Acceptance

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 18-___, A resolution of the Town Council of the Town of Paradise accepting Contract No. 15-01, Downtown Paradise Equal Mobility Project, performed by S.T. Rhoades Construction of Redding, CA.

Background:

On September 26, 2013, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation (Senate Bill 99, Chapter 359 and Assembly Bill 101, Chapter 354). The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. The ATP administered by the Division of Local Assistance, Office of Active Transportation and Special Programs. The objective of the ATP is to achieve the following objectives:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits, and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

On October 22, 2015, the California Transportation Committee (CTC) announced the adoption of Statewide and Small Urban and Rural components of the program, including all four of the Town's infrastructure applications – totaling over \$7.5 million. Specifically, the CTC awarded the Downtown Paradise Equal Mobility Project to install ADA compliant sidewalks and driveways along Skyway between Pearson Road and Elliott. The project will remove tripping hazards and increase ADA compliance and mobility for pedestrians of all abilities.

On May 19, 2016, California Transportation Commission voted to approve the Town's early authorization request to begin reimbursable work on each of the four awarded projects.

On October 10, 2016, Paradise Town Council awarded a contract to Bennett Engineering for the project to prepare formal plans, specifications and estimates for the subject project.

Bennett Engineering successfully prepared project plans and specifications in late 2017. Since this time, staff has been working with property owners to execute necessary Permit to Enter

Agreements – a formal acknowledgement between the Town and owners to outline expectations for the project's driveway conforms to between public and private property.

On March 22, 2018, staff received formal approval from the California Transportation Commission for the subject project to proceed to the construction phase.

On April 10, 2018, Paradise Town Council approved the project's Plans, Specifications and Estimates while authorizing staff to advertise the project for bids.

On May 8, 2018, Paradise Town Council awarded Contract No. 16-03 to S.T. Rhoades Construction of Redding, CA in the amount of their bid of \$497,926.00 plus Additive Bid No. 1 in the amount of \$22,000 to require all work to be performed during nighttime hours.

Analysis:

S.T. Rhoades Construction began work in mid-July and continued work through the end of August. All work progressed smoothly, however the project experienced delays due to the Carr Fire in Redding and ongoing utility coordination with AT&T and Pacific Gas & Electric. Final punch-list items were completed in late October 2018, after AT&T was able to adjust the final utility box to grade in front of Rancho Engineering.

Financial Impact:

The awarded contract 16-03 to S.T. Rhoades Construction of Redding, CA was \$519,926. With award, Council identified \$50,000 in contingency funds bringing the total construction cost to \$569,926. The actual construction cost is \$495,439.62. 87.76% of construction costs are reimbursable to the Caltrans administered Active Transportation Program.

**TOWN OF PARADISE
RESOLUTION NO. 18-___**

**A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF PARADISE
ACCEPTING THE WORK PERFORMED UNDER THE DOWNTOWN
PARADISE EQUAL MOBILITY PROJECT (CONTRACT NO. 16-03).**

WHEREAS, the Town of Paradise has heretofore contracted with S.T. Rhoades Construction for certain work performed under that certain project known as the Downtown Paradise Equal Mobility Project, being Contract No. 16-03; and

WHEREAS, such work of improvements, as required by the contract between the Town of Paradise and S.T. Rhoades Construction, was completed on October 19, 2018 to the satisfaction of the Town; and

WHEREAS, there has been posted a surety bond insuring the maintenance work of improvements for a period of one year from and after completion and Town acceptance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:

SECTION I: The Town Council hereby accepts the work performed on those certain improvements, the subject of a contract between the Town of Paradise and S.T. Rhoades Construction, known as the Downtown Paradise Equal Mobility Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 13th day of November, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Jody Jones, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



**Town of Paradise
Council Agenda Summary
Date: November 13, 2018**

Agenda Item: 2(f)

Originated by: David Hawks, Division Chief
Reviewed by: Lauren Gill, Town Manager
Subject: Fire Department Donation

Council Action Requested:

Accept \$1,000.00 donation from Mrs. Susan Muller for the Fire Department.

Alternatives:

Do not accept the donation.

Background:

According to Town Resolution #96-17, donations shall be offered directly to the Town Council for acceptance, whenever the donor proposes to restrict the use of the money for a specific purpose.

Discussion:

On October 3, 2018, a donation check for \$1,000.00 was delivered to the fire department by Mrs. Susan Muller of Paradise California. The donation was made to thank Paradise Fire Department for the care and compassion shown her husband during his last days at home, as well as his final days in Hospice House.

Fiscal Analysis:

The funds will be placed in fund 7810, the Fire Department Miscellaneous Donation Fund. They will be budgeted and used to fund fire department activities.



Town of Paradise
Council Agenda Summary
Date: November 13, 2018

Agenda Item: 2(g)

ORIGINATED BY: Susan Hartman, CDD Manager/Assistant Planner
REVIEWED BY: Lauren M. Gill, Town Manager
SUBJECT: Adoption of Town Ordinance No. 571

COUNCIL ACTION REQUESTED:

1. Waive second reading of the entire Town Ordinance No. 571 and approve reading by title only; and, 2. Adopt Town Ordinance No. 571, "An Ordinance Rezoning Certain Real Property From "AR-1" (Agricultural Residential, 1-Acre Minimum) to a "TR-1/3" (Town Residential, 1/3-Acre Minimum) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL18-00151; Walter Sonntag)".

Background:

On October 9, 2018, the Town Council re-introduced Town Ordinance No. 571 for purposes of eventual adoption. The intent of the proposed ordinance is to facilitate a conditionally approved lot line adjustment application, the primary purpose of which is to correct a non-conforming land use situation whereby the landowner previously installed an in-ground pool, prior to the Town's incorporation, which crosses property lines between two adjoining parcels.

Discussion:

Town staff recommends that the Town Council waive the second reading of this entire ordinance; read it by title only; and formally adopt Town Ordinance No. 571 (copy attached). Once adopted, the provisions of this ordinance will be in legal effect and force as part of the Paradise Municipal Code thirty days thereafter.

Financial Impact:

A nominal cost will be borne by the Town of Paradise for publication of the ordinance within the local newspaper.

Attachment

**TOWN OF PARADISE
ORDINANCE NO. 571**

AN ORDINANCE REZONING CERTAIN REAL PROPERTY FROM "AR-1" (AGRICULTURAL RESIDENTIAL, 1-ACRE MINIMUM) TO A "TR-1/3" (TOWN RESIDENTIAL-1/3 ACRE MINIMUM) ZONE PURSUANT TO PARADISE MUNICIPAL CODE SECTIONS 17.45.500 ET. SEQ. (PL18-00151: WALTER SONNTAG)

The Town Council of the Town of Paradise, State of California, does hereby **ORDAIN AS FOLLOWS:**

SECTION 1. The hereinafter described real property situated in the Town of Paradise, State of California, shall be and is hereby zoned "TR-1/3" (Town Residential 1/3-Acre Minimum) as described in Chapter 17.14 of the Paradise Municipal Code and such land area shall be subject to the restrictions, restricted uses and regulations of such chapter. The real property so zoned is located at 0 Merrill Road in the Town of Paradise, and is more particularly identified as a portion of AP No. 050-260-015, as described in Exhibit "A" and shown in Exhibit "B" attached hereto.

SECTION 2. This ordinance shall take effect thirty (30) days beyond the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance shall be published in a newspaper of general circulation and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 13th day of November, 2018, by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

Jody Jones, Mayor

ATTEST:

By: _____
Dina Volenski, Town Clerk

APPROVED AS TO FORM:

By: _____
Dwight L. Moore, Town Attorney

EXHIBIT "A"
REZONE DESCRIPTION
(Sonntag)

All that certain real property situate in the Town of Paradise, County of Butte, State of California described as follows:

Being a portion of the southwest quarter of the northeast quarter of Section 7, Township 22 North, Range 4 East, Mount Diablo Meridian more particularly described as follows:

BEGINNING at the center one quarter corner of said Section 7 as shown on that certain map filed for record in the Office of the Butte County Recorder on February 10, 1994 in Book 133 of Maps, at Page 9, said point also being the southeast corner of Lot 13 as shown on that certain map entitled "Shay Acres Subdivision" filed for record in the Office of the Butte County Recorder on June 28, 1960 in Book 24 of Maps, at Page 47;

Thence, along the east line of said Lot 13 and Lot 14 as shown on said Book 24 of Maps, at Page 47, North 00°20'06" West, 218.13 feet to the northeast corner of said Lot 14;

Thence, leaving said east line, on an easterly extension of the north line of said Lot 14, North 89°14'02" East, 88.53 feet;

Thence, leaving said easterly extension, South 03°45'43" West, 115.11 feet to the beginning of a 20.00 foot radius curve, concave northwesterly;

Thence, Southwesterly, 17.45 feet along said curve, through a central angle of 49°59'26" to the beginning of a 50.00 foot radius reverse curve, concave southeasterly;

Thence, Southwesterly, 46.76 feet along said curve, through a central angle of 53°34'59";

Thence, South 00°10'44" West, 49.77 feet to the east-west centerline of said Section 7 as shown on said Book 133 of Maps, at Page 9;

Thence, along said east-west centerline, North 89°39'24" West, 50.97 feet to the point of beginning.

Containing 0.36 acres more or less.

The basis of bearings of the above described property is the east line of said Book 24 of Maps, at Page 47.

Mark R. Herrick
NorthStar
Mark R. Herrick, PLS 8323



Date: 8-8-2013

Line Table		
Line #	Length	Direction
L1	111.13	N00° 20' 06"W
L5	88.53	N89° 14' 02"E
L6	115.11	S03° 45' 43"W
L7	49.77	S00° 10' 44"W
L8	50.97	N89° 39' 24"W
L13	107.00	N00° 20' 06"W

Curve Table			
Curve #	Length	Radius	Delta
C1	17.45	20.00	49°59'26"
C2	46.76	50.00	53°34'59"



SHAY LANE

NOTES:

1. THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED SOLELY UPON RECORD DATA AND DO NOT REPRESENT A BOUNDARY SURVEY OF THE PARCELS SHOWN. THE BASIS OF BEARINGS FOR THIS EXHIBIT IS THE EAST LINE OF LOT 14 AS SHOWN ON BOOK 24 OF MAPS, AT PAGE 47, THE BEARING OF SAID LINE BEING N00°20'06"W PER SAID MAP.

PARCEL 1
SONNTAG
APN 050-230-021
SN 1997-0029224
ZONING: TR 1/3

EX.HOUSE

LOT 15

LOT 14

LOT 13

WROUGHT IRON FENCE AROUND POOL

TRAMPOLINE

1.5' TALL RETAINING WALL

POOL EQUIPMENT

15" OAK
26" PINE

PARCEL 2
SONNTAG
APN 050-260-015
SN 1997-0029228
ZONING: AR-1

POINT OF BEGINNING.
CENTER 1/4 CORNER SEC. 7,
T22N, R4E MDM

PORTION OF PARCEL 2 TO
REZONE TO TR 1/3.
±0.36 AC

SURVEYOR'S STATEMENT:

THIS PLAT REPRESENTS A REZONE AS APPROVED BY THE TOWN OF PARADISE AND NO NEW PARCELS ARE CREATED.

Mark R. Herrick

8-8-2018

MARK R. HERRICK, PLS 8323

DATE



PARCEL AREAS	EXISTING	NEW
050-230-021	±0.32 AC	±0.68 AC
050-260-015	±5.06 AC	±4.70 AC



111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.northstareng.com

EXHIBIT B
REZONE APPLICATION FOR
WALTER AND DIANE SONNTAG
A PORTION OF THE SW 1/4 OF THE NE 1/4 OF
SECTION 7, T 22 N, R 4 E, M.D.M.
TOWN OF PARADISE, COUNTY OF BUTTE, CALIFORNIA

SCALE:	1" = 150'
JOB NO.:	8161
DATE:	06/07/2018
DRAWN BY:	MRH/FW
CHECKED BY:	
SHEET NO.:	1 OF 33



TOWN OF PARADISE
Council Agenda Summary
Date: November 13, 2018

Agenda No.2(h)

ORIGINATED BY: Marc Mattox, Assistant Town Manager

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Underground District 16-2 Easement Acquisitions

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 18-___, A Resolution of the Town Council of the Town of Paradise authorizing the acquisition of grants of easements and payments relating thereto for the Underground Utility District 16-2.

Background:

The California Public Utilities Commission (CPUC) created Rule 20A to establish a mechanism to fund the undergrounding of existing overhead utility facilities. The impetus behind the creation of Rule 20A was from cities and counties desiring to improve the safety and aesthetic appearance of main thoroughfares. Funds to pay for the undergrounding are generated from a portion of the utility rates paid by the customer. For an entity such as the Town of Paradise, the total allocation of funds is based upon the number of utility services within the Town's jurisdiction.

Once a Rule 20A underground district is formed, Chapter 13.12 of the Paradise Municipal Code requires that all electrical installations in connection with new structures and major remodeling of existing structures must be undergrounded in accordance with applicable code requirements. When the undergrounding of existing overhead utilities is ordered, a portion of the Rule 20A funds are used for the provision of underground electric service to each affected property. Pacific Gas and Electric (PG&E) will be responsible to install the conduit and termination box on, under or within any structure on all premises served. Telephone and cable television underground services are provided in accordance with current rules and procedures on file with the CPUC.

On November 7, 2016, Paradise Town Council adopted a resolution creating Underground District 16-2. Underground District 16-2 encompasses Almond Street between Pearson Road and Elliott Road, Black Olive Drive between Pearson Road and Cedar Street, Foster Road between Pearson Road and Skyway, Birch Street between Skyway and Black Olive Drive, and Fir Street between Skyway and Almond Street. This undergrounding project is in accordance with the provisions of the CPUC Rule 20A and Chapter 13.12 Overhead Utility Removal and Underground Installation.

Undergrounding services in this project area will also improve power reliability, safety and aesthetics. With this District, all impacted facilities would be required to be undergrounded by July 31, 2019, to coincide with the construction of the Almond Street Multi-Modal Improvements and Paradise Gap Closure Complex projects, a comprehensive effort for pedestrian, bicycle, lighting and road rehabilitation improvements.

Analysis:

Following creation of Underground District 16-2, staff began working with PG&E, the lead implementation utility, to complete the project design. Following months of coordination with other affected utilities and property owners, PG&E identified five permanent easements needed, involving four property owners. Permanent easements were necessitated by the configuration of several properties served along private driveways and cannot be accessed from the public right-of-way directly to the customer panel. This means property owners will be granting the Town easements for the same trench their own utility lines will be installed in and include their neighbor's utility lines, also.

Professional valuations were prepared for each acquisition and summarized below:

5691 Almond Street,	750 SF @ 6.50/SF	=	\$4,900 (rounded)
5875 Almond Street,	874 SF @ \$8.00/SF	=	\$7,000 (rounded)
5847 Almond Street,	225 SF @ \$12.00/SF	=	\$2,700
721 Fir Street,	740 SF @ \$8.50/SF	=	\$6,300 (rounded)
703 Fir Street,	375 SF @ \$11.00/SF	=	\$4,200 (rounded)

A copy of each easement package including mapping and descriptions can be found in Attachment A to this staff report.

Financial Impact:

This underground project is funded using Rule 20A work credits, an electric tariff filed with the CPUC. The original estimate for the District was \$3,800,000. Current construction estimates are nearing \$5,000,000 and funding will continue to come from existing R20A credits. It is possible the cost increase for the district as a whole could create a funding shortfall for Underground District 16-1 Skyway, however, when this District moves forward, additional credits could be requested from Butte County or borrowed from future allocations from PG&E.

Separately, one of few items which cannot be paid for by R20A credits is compensation for easement acquisitions. With this in mind, staff budgeted \$45,800 of Transit funding in the 2018/19 Capital Improvement Plan. The total cost for the five easement acquisitions is \$25,100 with minor costs expected for processing and recording.

**TOWN OF PARADISE
RESOLUTION NO. 18-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PARADISE AUTHORIZING GRANTS OF EASEMENTS
AND PAYMENTS RELATING THERETO**

WHEREAS, the Town has negotiated four grants of easements that are necessary to implement Underground Utility District 16-2; and

WHEREAS, the Town and the Property Owners associated with the grants of easements have agreed to the terms regarding the conveyance of such easements by the Property Owners to the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise as follows:

Section 1. The Town Council authorizes the acquisition of the attached grants of easements relating to Underground Utility District 16-2:

1. Grantor: Michael P. Gaukel and Jacqueline L. Gaukel, Trustees of the Gaukel Living Trust dated June 14, 2000. Compensation for the grant of easement shall be \$4,900.
2. Grantor: Victor Beller, an unmarried man. Compensation for the grant of easement shall be \$4,200.
3. Grantor: Sophia N. Corbett, Trustee of the Sophia N. Corbett Revocable Inter Vivos Trust initially created on May 26, 1998. Compensation for the two grants of easements shall be \$7,000 and \$2,700.
4. Grantor: Thomas A. Blodget, a married man as his sole and separate property. Compensation for the grant of easement shall be \$6,300.

Section 2. The Town Manager and the Assistant Town Manager are authorized to take whatever action is necessary to accept the above grants of easements.

PASSED AND ADOPTED by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 13th day of November 2018, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Jody Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Dina Volenski, Town Clerk

DWIGHT L. MOORE, Town Attorney

EXHIBIT A

Attachment A
Underground District Easement Acquisitions

A Portion of AP No. 052-141-001 & 005

After Recording Return to:

Town of Paradise
Town Clerk
5555 Skyway
Paradise, CA 95969

A GOVERNMENTAL ENTITY ACQUIRING TITLE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

"No Fee Required" (Govt. Code sec 6103 & 27383 & R & T Code 11922) Recorded for the benefit of the Town of Paradise

Authorized Representative : _____

GRANT OF EASEMENT

For value received: Sophia N. Corbett, Trustee of the Sophia N. Corbett Revocable Inter Vivos Trust, initially created on May 26, 1998

GRANTS TO THE TOWN OF PARADISE

All that real property situate in the Town of Paradise, County of Butte, State of California, and being an Easement for Public Utilities and Appurtenances, in, on, over, under and across the following described parcel of land.

SEE EXHIBIT "A" and "B" ATTACHED

DATE: _____ SIGNATURE: _____

Sophia N. Corbett Revocable Inter
Vivos Trust
Sophia N. Corbett, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF BUTTE

On _____, 2018, Before Me, _____ Notary Public

Personally Appeared _____

personally known to me (or proved to me on the basis of satisfied 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 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 _____

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I

All that real property situate in the Town of Paradise, being a portion of the lands described in that certain QUITCLAIM DEED from SOPHIA N. CORBETT to SOPHIA N. CORBETT, as Trustee of the SOPHIA N. CORBETT REVOCABLE INTER VIVOS TRUST, recorded on May 26, 1998 as Document 1998-0021420, Official Records of Butte County, more particularly described as:

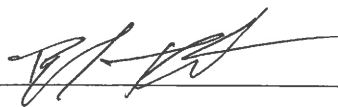
Beginning at the most southerly corner of said QUITCLAIM DEED, also being a point on the westerly right of way of Almond Street; thence along the southerly line of said QUITCLAIM DEED North 66°08'50" West a distance of 174.90 feet to the most westerly corner of said QUITCLAIM DEED; thence along the westerly line of said QUITCLAIM DEED North 24°00'00" East a distance of 5.00 feet to a line parallel with and lying 5.00 feet northerly, measured at right angles, from said southerly line; thence leaving said westerly line and along said parallel line, South 66°08'50" East a distance of 174.90 feet to a point on said right of way line; thence along said right of way line South 24°00'00" West a distance of 5.00 feet to the **Point of Beginning**.

Containing 874square feet or 0.02 acres, more or less.

Assessor's Parcel Number: 052-141-001

Bearings used in the above description are based on Town of Paradise control titled "Town of Paradise Grid to Ground Conversion". Ground distances shown are in U.S. Survey Feet.

This real property description has been prepared at Mark Thomas, by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Brandon Benton, LS 8679



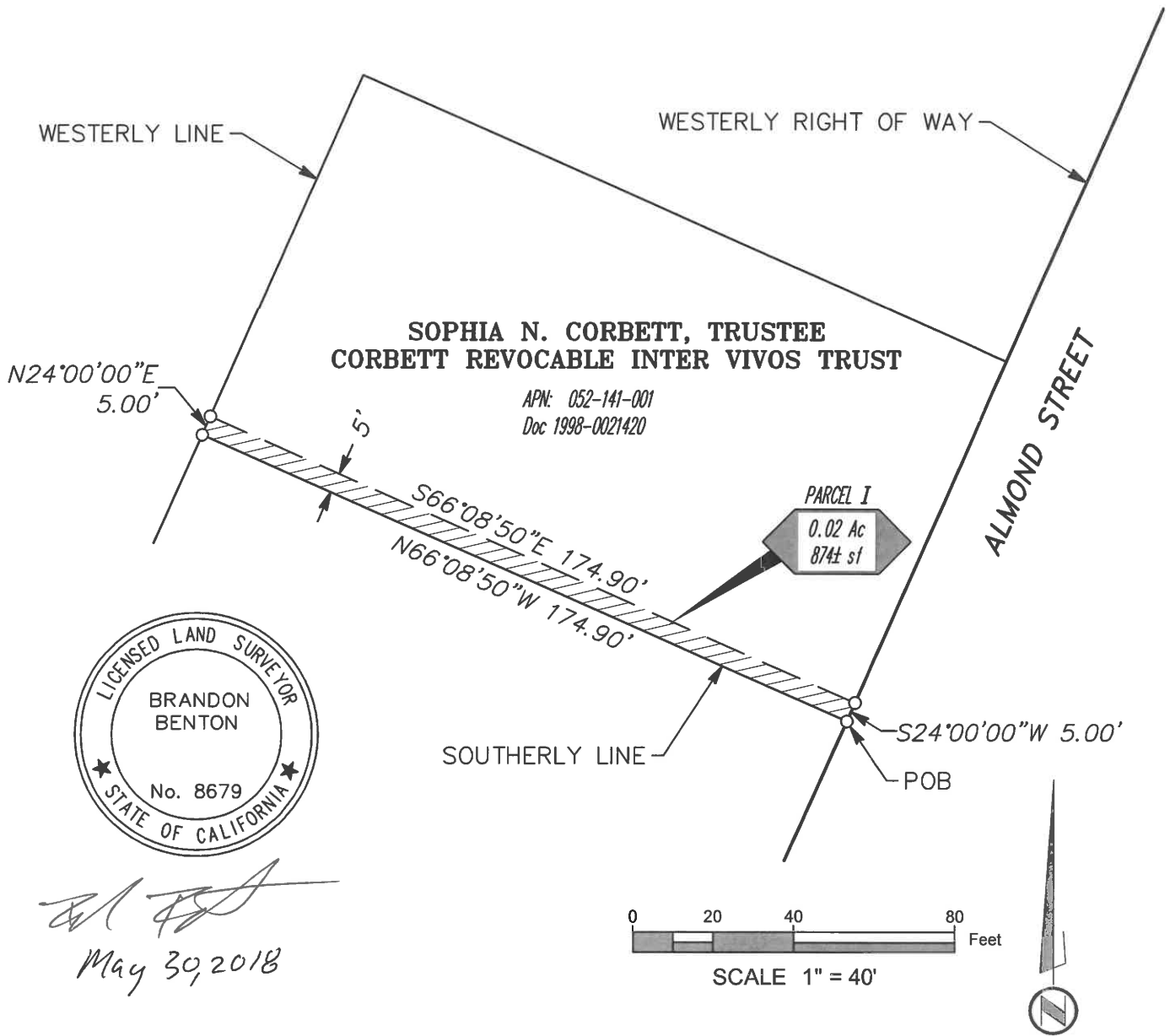
May 30, 2018

Date

Attachment A
Underground District Easement Acquisitions


LEGEND

- POB POINT OF BEGINNING
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED



BEARINGS USED IN THE ABOVE DESCRIPTION ARE BASED ON TOWN OF PARADISE CONTROL TITLED "TOWN OF PARADISE GRID TO GROUND CONVERSION". GROUND DISTANCES SHOWN ARE IN U.S. SURVEY FEET.

SHEET 1 OF 2



MARK THOMAS

Scale: 1" = 40'
 Date May, 2018
 Drawn By MSW
 Checked By BB

Exhibit B
APN 052-141-001
Plat to Accompany Legal Description
In the City of Paradise
Butte County, California

Parcel Map Check Report

Client:	Prepared by:
Client	Preparer
Client Company	Your Company Name
Address 1	123 Main Street
Date: 5/30/2018 11:03:40 AM	

Parcel Name: Site 1 - 052-141-001-000

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: True

North:2,401,999.9904'	East:6,667,562.1585'
-----------------------	----------------------

Segment# 1: Line

Course: N66°08'50"W	Length: 174.90'
North: 2,402,070.7178'	East: 6,667,402.1971'

Segment# 2: Line

Course: N24°00'00"E	Length: 5.00'
North: 2,402,075.2856'	East: 6,667,404.2308'

Segment# 3: Line

Course: S66°08'50"E	Length: 174.90'
North: 2,402,004.5581'	East: 6,667,564.1922'

Segment# 4: Line

Course: S24°00'00"W	Length: 5.00'
North: 2,401,999.9904'	East: 6,667,562.1585'

Perimeter: 359.80'	Area: 874.50Sq.Ft.
Error Closure: 0.0000	Course: N0°00'00"E
Error North : 0.00000	East: 0.00000

Precision 1: 359,800,000.00

LEGAL DESCRIPTION

PARCEL II

All that real property situate in the Town of Paradise, being a portion of the lands described in that certain QUITCLAIM DEED from SOPHIA N. CORBETT to SOPHIA N. CORBETT, as Trustee of the SOPHIA N. CORBETT REVOCABLE INTER VIVOS TRUST, recorded on May 26, 1998 as Document 1998-0021418, Official Records of Butte County, more particularly described as:

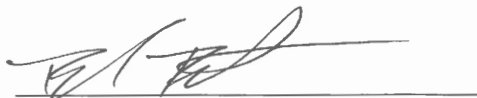
Beginning at the most easterly corner of said QUITCLAIM DEED, also being a point on the westerly right of way of Almond Street; thence leaving said right of way line and along the northerly line of said QUITCLAIM DEED North 66°08'50" West a distance of 45.00 feet to a line parallel with and lying 45.00 feet westerly, measured at right angles, from said right of way; thence along said parallel line, South 24°00'00" West a distance of 5.00 feet to a line parallel with and lying 5.00 feet southerly, measured at right angles, from said northerly line; thence along said parallel line, South 66°08'50" East a distance of 45.00 feet to said right of way line; thence along said right of way line North 24°00'00" East a distance of 5.00 feet to the **Point of Beginning**.

Containing 225 square feet or 0.005 acres, more or less.

Assessor's Parcel Number: 052-141-005

Bearings used in the above description are based on Town of Paradise control titled "Town of Paradise Grid to Ground Conversion". Ground distances shown are in U.S. Survey Feet.

This real property description has been prepared at Mark Thomas, by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Brandon Benton, LS 8679



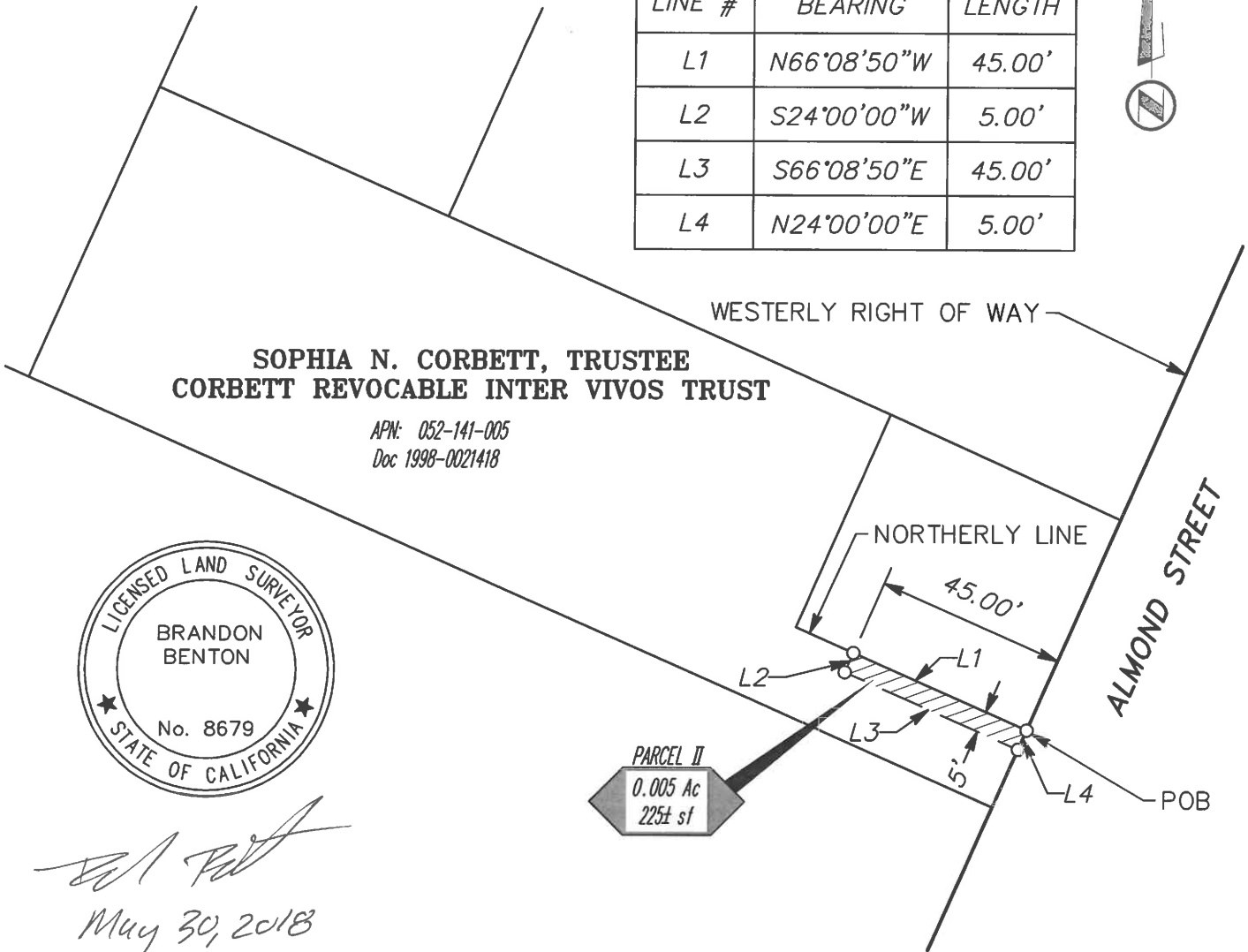
May 30, 2018
Date

Attachment A
Underground District Easement Acquisitions

LEGEND

- POB POINT OF BEGINNING
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED

<u>LINE TABLE</u>		
<i>LINE #</i>	<i>BEARING</i>	<i>LENGTH</i>
L1	N66°08'50"W	45.00'
L2	S24°00'00"W	5.00'
L3	S66°08'50"E	45.00'
L4	N24°00'00"E	5.00'

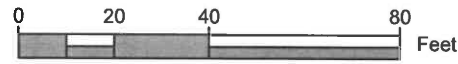


SOPHIA N. CORBETT, TRUSTEE
CORBETT REVOCABLE INTER VIVOS TRUST

APN: 052-141-005
Doc 1998-0021418



[Handwritten Signature]
May 30, 2018



SCALE 1" = 40'

BEARINGS USED IN THE ABOVE DESCRIPTION ARE BASED ON TOWN OF PARADISE CONTROL TITLED "TOWN OF PARADISE GRID TO GROUND CONVERSION". GROUND DISTANCES SHOWN ARE IN U.S. SURVEY FEET.

SHEET 2 OF 2



MARK THOMAS
 Scale: 1" = 40'
 Date May, 2018
 Drawn By MSW
 Checked By BB

Exhibit B
APN 052-141-005
Plat to Accompany Legal Description
In the City of Paradise
Butte County, California

Parcel Map Check Report

Date: 2/7/2018 8:04:17 AM

Parcel Name: Site 1 - Standard : 1

Description: RUN CCW

Process segment order counterclockwise: True

Enable mapcheck across chord: False

North: 2,401,904.0408'

East: 6,667,519.4389'

Segment# 1: Line

Course: N66°08'50"W

Length: 45.00'

North: 2,401,922.2382'

East: 6,667,478.2825'

Segment# 2: Line

Course: S24°00'00"W

Length: 5.00'

North: 2,401,917.6705'

East: 6,667,476.2488'

Segment# 3: Line

Course: S66°08'50"E

Length: 45.00'

North: 2,401,899.4731'

East: 6,667,517.4052'

Segment# 4: Line

Course: N24°00'00"E

Length: 5.00'

North: 2,401,904.0408'

East: 6,667,519.4389'

Perimeter: 100.00'

Area: 225.00Sq.Ft.

Error Closure: 0.0000

Course: N0°00'00"E

Error North : 0.00000

East: 0.00000

Precision 1: 100,000,000.00

Certificate of Acceptance and Consent

This is to certify that the interest in real property conveyed by the

GRANT OF EASEMENT

DATED _____

FROM: Sophia N. Corbett, Trustee

To the Town of Paradise, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the Town Council of the Town of Paradise, pursuant to authority conferred by Resolution No. 81-19 of the Town Council of the Town of Paradise adopted April 15, 1981, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____ BY: Lauren M. Gill, Town Manager, Town of Paradise

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF BUTTE)

On _____, 2018, Before me _____ Notary Public

Personally Appeared _____

personally known to me (or proved to me on the basis of satisfied 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 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 _____
 Notary Public, in and for the County of Butte, State of California

Attachment A
Underground District Easement Acquisitions

A Portion of AP No. 052-141-012

After Recording Return to:

Town of Paradise
Town Clerk
5555 Skyway
Paradise, CA 95969

A GOVERNMENTAL ENTITY ACQUIRING TITLE SPACE ABOVE THIS LINE FOR RECORDER'S USE
"No Fee Required" (Govt. Code sec 6103 & 27383 & R & T Code 11922) Recorded for the benefit of the Town of Paradise
Authorized Representative : _____

GRANT OF EASEMENT

For value received: Thomas A. Blodget, a married man as his sole and separate property.

GRANTS TO THE TOWN OF PARADISE

All that real property situate in the Town of Paradise, County of Butte, State of California, and being an Easement for Public Utilities and Appurtenances, in, on, over, under and across the following described parcel of land.

SEE EXHIBIT "A" and "B" ATTACHED

DATE: _____ SIGNATURE: _____
Thomas A. Blodget

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF BUTTE

On _____, 2018, Before Me, _____ Notary Public

Personally Appeared _____

personally known to me (or proved to me on the basis of satisfied 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 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 _____

EXHIBIT "A"
LEGAL DESCRIPTION

All that real property situate in the Town of Paradise, being a portion of the lands described in that certain QUIT CLAIM DEED from PATRICK NUGENT to JOHN P. NUGENT, Trustee, in Trust of THE PIONEER WESTERN TRUST, recorded on April 13, 2004 as Document 2004-0020957, Official Records of Butte County, more particularly described as:

Beginning at the most westerly corner of said QUIT CLAIM DEED, also being a point on the northerly right of way of Fir Street; thence along the westerly line of said QUIT CLAIM DEED North 24°00'00" East a distance of 148.00 feet to the most northerly corner of said QUIT CLAIM DEED; thence along the northerly line of said QUIT CLAIM DEED South 66°08'50" East a distance of 5.00 feet to a line parallel with and lying 5.00 feet easterly, measured at right angles, of said westerly line; thence along said parallel line, South 24°00'00" West a distance of 148.00 feet to a point on said right of way line; thence along said right of way line North 66°08'50" West a distance of 5.00 feet to the **Point of Beginning**.

Containing 740 square feet or 0.02 acres, more or less.

Assessor's Parcel Number: 052-141-012

Bearings used in the above description are based on Town of Paradise control titled "Town of Paradise Grid to Ground Conversion". Ground distances shown are in U.S. Survey Feet.

This real property description has been prepared at Mark Thomas, by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Brandon Benton, LS 8679



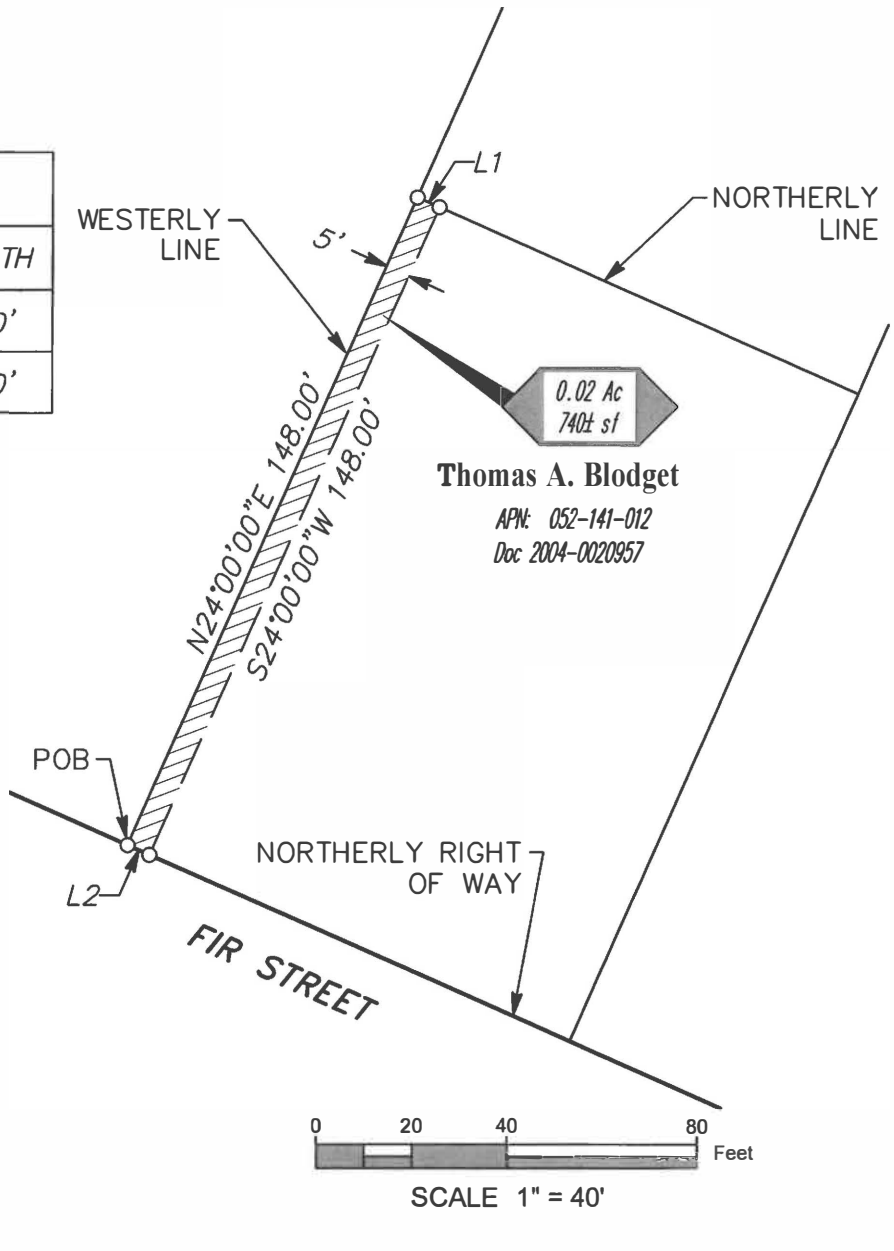
May 30, 2018
Date

Attachment A
Underground District Easement Acquisitions

LEGEND

- POB POINT OF BEGINNING
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED

<u>LINE TABLE</u>		
LINE #	BEARING	LENGTH
L1	S66°08'50"E	5.00'
L2	N66°08'50"W	5.00'



Brandon Benton
May 30, 2018

BEARINGS USED IN THE ABOVE DESCRIPTION ARE BASED ON TOWN OF PARADISE CONTROL TITLED "TOWN OF PARADISE GRID TO GROUND CONVERSION". GROUND DISTANCES SHOWN ARE IN U.S. SURVEY FEET.

SHEET 1 OF 1

MARK THOMAS
Scale: 1" = 40'
Date May, 2018
Drawn By MSW
Checked By BB

Exhibit B
APN 052-141-012
Plat to Accompany Legal Description
In the City of Paradise
Butte County, California

Certificate of Acceptance and Consent

This is to certify that the interest in real property conveyed by the

GRANT OF EASEMENT

DATED _____

FROM: Thomas A. Blodget, a married man as his sole and separate property

To the Town of Paradise, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the Town Council of the Town of Paradise, pursuant to authority conferred by Resolution No. 81-19 of the Town Council of the Town of Paradise adopted April 15, 1981, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____

BY: _____

Lauren M. Gill, Town Manager, Town of Paradise

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

) SS.

COUNTY OF BUTTE)

On _____, 2018, Before me _____ Notary Public

Personally Appeared _____

personally known to me (or proved to me on the basis of satisfied 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 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 _____
Notary Public, in and for the County of Butte, State of California

Parcel Map Check Report

Client:	Prepared by:
Client	Preparer
Client Company	Your Company Name
Address 1	123 Main Street
Date: 5/30/2018 10:47:05 AM	

Parcel Name: Site 1 - 052-141-012-000

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: True

North:2,401,630.0635' East:6,667,056.8823'

Segment# 1: Line

Course: N24°00'00"E Length: 148.00'

North: 2,401,765.2682' East: 6,667,117.0793'

Segment# 2: Line

Course: S66°08'50"E Length: 5.00'

North: 2,401,763.2462' East: 6,667,121.6523'

Segment# 3: Line

Course: S24°00'00"W Length: 148.00'

North: 2,401,628.0415' East: 6,667,061.4553'

Segment# 4: Line

Course: N66°08'50"W Length: 5.00'

North: 2,401,630.0635' East: 6,667,056.8823'

Perimeter: 306.00' Area: 740.00Sq.Ft.

Error Closure: 0.0000 Course: N0°00'00"E

Error North : 0.00000 East: 0.00000

Precision 1: 306,000,000.00

Attachment A
Underground District Easement Acquisitions

A Portion of AP No. 052-141-026

After Recording Return to:

Town of Paradise
Town Clerk
5555 Skyway
Paradise, CA 95969

A GOVERNMENTAL ENTITY ACQUIRING TITLE SPACE ABOVE THIS LINE FOR RECORDER'S USE
"No Fee Required" (Govt. Code sec 6103 & 27383 & R & T Code 11922) Recorded for the benefit of the Town of Paradise
Authorized Representative : _____

GRANT OF EASEMENT

For value received: Victor Beller, an unmarried man

GRANTS TO THE TOWN OF PARADISE

All that real property situate in the Town of Paradise, County of Butte, State of California, and being an Easement for Public Utilities and Appurtenances, in, on, over, under and across the following described parcel of land.

SEE EXHIBIT "A" and "B" ATTACHED

DATE: _____ SIGNATURE: _____
Victor Beller

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF BUTTE

On _____, 2018, Before Me, _____ Notary Public

Personally Appeared _____

personally known to me (or proved to me on the basis of satisfied 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 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 _____

EXHIBIT "A"
LEGAL DESCRIPTION

All that real property situate in the Town of Paradise, County of Butte, State of California, being a portion of the lands described in that certain Individual Grant Deed from THOMAS M. DRAKE to VICTOR BELLER, recorded on June 30, 1989 as Document 89-024238, Official Records of Butte County, more particularly described as:

Beginning at the northwest corner of said Grant Deed; thence along the northerly line of said Grant Deed South 66°08'50" East, a distance of 75.00 feet to the northeast corner of said Grant Deed; thence along the easterly line of said Grant Deed South 24°00'00" West, a distance of 5.00 feet to a line parallel with and lying 5.00 feet southerly, measured at right angles, from said northerly line; thence leaving said easterly line and along said parallel line North 66°08'50" West, a distance of 75.00 feet to the westerly line of said Grant Deed; thence along said westerly line North 24°00'00" East, a distance of 5.00 feet to the **Point of Beginning**.

Containing 375 square feet or 0.009 acres, more or less.

Assessor's Parcel Number: 052-141-026

Bearings used in the above description are based on Town of Paradise control titled "Town of Paradise Grid to Ground Conversion". Ground distances shown are in U.S. Survey Feet.

This real property description has been prepared at Mark Thomas, by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Brandon Benton, LS 8679



April 3, 2018
Date

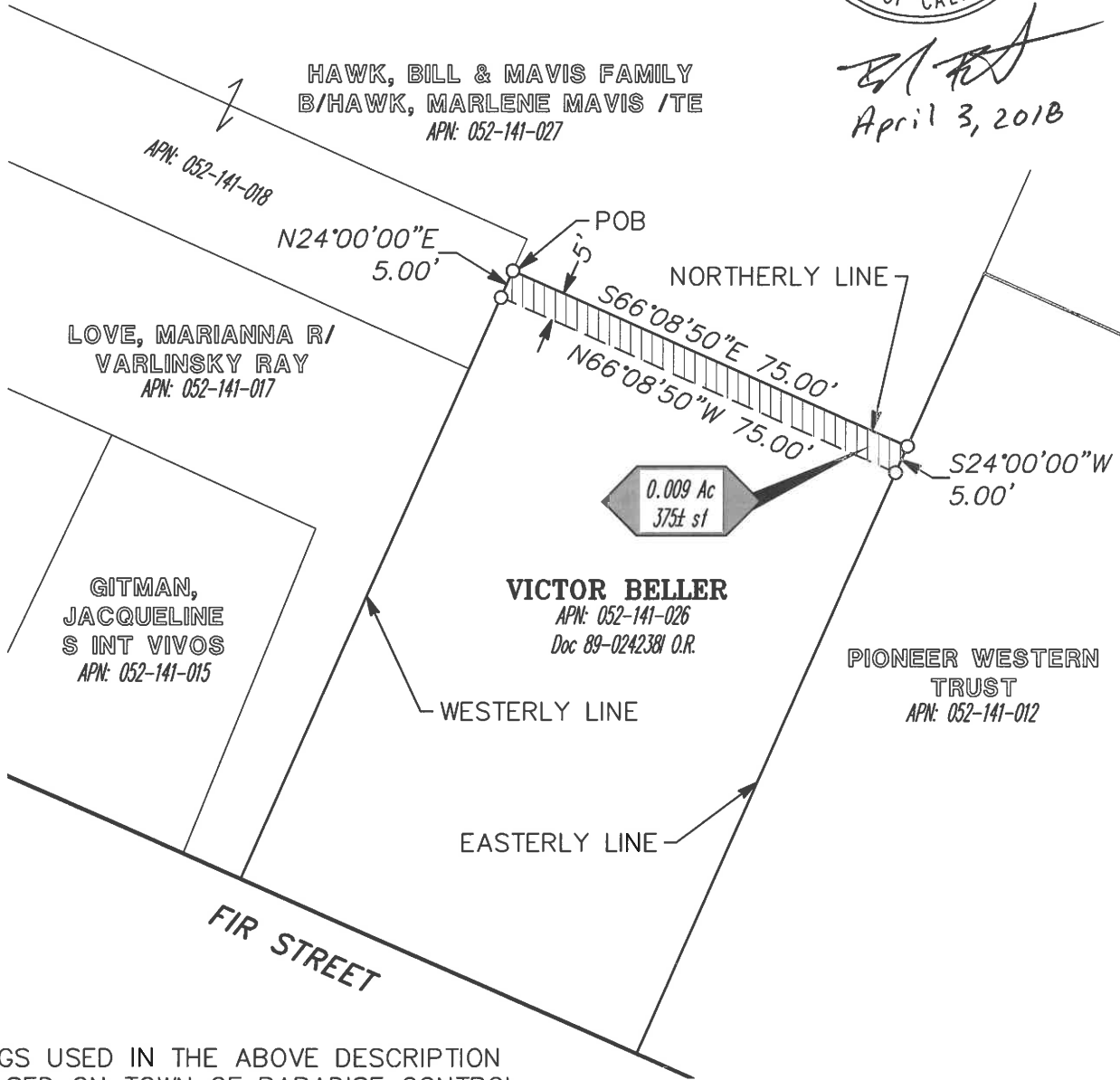
Attachment A
Underground District Easement Acquisitions

LEGEND

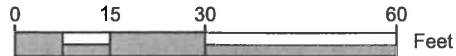
- POB POINT OF BEGINNING
- POT POINT OF TERMINATION
- o DIMENSION POINT
- ▨▨▨▨ PARCEL TO BE TRANSFERRED
- O.R. OFFICIAL RECORDS



[Signature]
April 3, 2018



BEARINGS USED IN THE ABOVE DESCRIPTION ARE BASED ON TOWN OF PARADISE CONTROL TITLED "TOWN OF PARADISE GRID TO GROUND CONVERSION". GROUND DISTANCES SHOWN ARE IN U.S. SURVEY FEET.



SCALE 1" = 30'

SHEET 1 OF 1



MARK THOMAS

Scale: 1" = 30'
Date Feb. 2018
Drawn By SMB
Checked By BGB

Exhibit A
APN 052-141-026
Plat to Accompany Legal Description
In the Town of Paradise
Butte County, California

Certificate of Acceptance and Consent

This is to certify that the interest in real property conveyed by the

GRANT OF EASEMENT

DATED _____

FROM: Victor Beller, an unmarried man

To the Town of Paradise, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the Town Council of the Town of Paradise, pursuant to authority conferred by Resolution No. 81-19 of the Town Council of the Town of Paradise adopted April 15, 1981, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____

BY: _____
Lauren M. Gill, Town Manager, Town of Paradise

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF BUTTE)

On _____, 2018, Before me _____ Notary Public

Personally Appeared _____

personally known to me (or proved to me on the basis of satisfied 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 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 _____
Notary Public, in and for the County of Butte, State of California

Attachment A
Underground District Easement Acquisitions

A Portion of AP No. 052-201-030

After Recording Return to:

Town of Paradise
Town Clerk
5555 Skyway
Paradise, CA 95969

A GOVERNMENTAL ENTITY ACQUIRING TITLE SPACE ABOVE THIS LINE FOR RECORDER'S USE
"No Fee Required" (Govt. Code sec 6103 & 27383 & R & T Code 11922) Recorded for the benefit of the Town of Paradise
Authorized Representative : _____

GRANT OF EASEMENT

For value received: Michael P. Gaukel & Jacqueline L. Gaukel, Trustees of the Gaukel Living Trust dated June 14, 2000

GRANTS TO THE TOWN OF PARADISE

All that real property situate in the Town of Paradise, County of Butte, State of California, and being an Easement for Public Utilities and Appurtenances, in, on, over, under and across the following described parcel of land.

SEE EXHIBIT "A" and "B" ATTACHED

Gaukel Living Trust

DATE: _____ SIGNATURE: _____
Michael P. Gaukel, Trustee
Gaukel Living Trust

DATE: _____ SIGNATURE: _____
Jacqueline L. Gaukel, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF BUTTE

On _____, 2018, Before Me, _____ Notary Public

Personally Appeared _____

personally known to me (or proved to me on the basis of satisfied 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 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 _____

EXHIBIT "A"
LEGAL DESCRIPTION

All that real property situate in the Town of Paradise, County of Butte, State of California, being a portion of Parcel 2 described in that certain GRANT DEED from MICHAEL P. GAUKEL to MICHAEL P. GAUKEL and JACQUELINE L. GAUKEL, recorded on June 21, 2000 as Document 2000-0023023, Official Records of Butte County, more particularly described as:


Beginning at the most southerly corner of said Parcel 2, also being a point on the westerly right of way of Almond Street; thence along the southerly line of said Parcel 2 North 66°08'50" West, a distance of 150.00 feet to a line parallel with and lying 150.00 feet northwesterly, measured at right angles, from said right of way; thence leaving said southerly line and along said parallel line North 23°42'15" East, a distance of 5.00 feet to a line parallel with and lying 5.00 feet northeasterly, measured at right angles, from said southerly line; thence along said parallel line South 66°08'50" East, a distance of 150.00 feet to said right of way; thence along said right of way South 23°42'15" West, a distance of 5.00 feet to the **Point of Beginning**.

Containing 750 square feet or 0.02 acres, more or less.

Assessor's Parcel Number: 052-201-030

Bearings used in the above description are based on Town of Paradise control titled "Town of Paradise Grid to Ground Conversion". Ground distances shown are in U.S. Survey Feet.

This real property description has been prepared at Mark Thomas, by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Brandon Benton, LS 8679

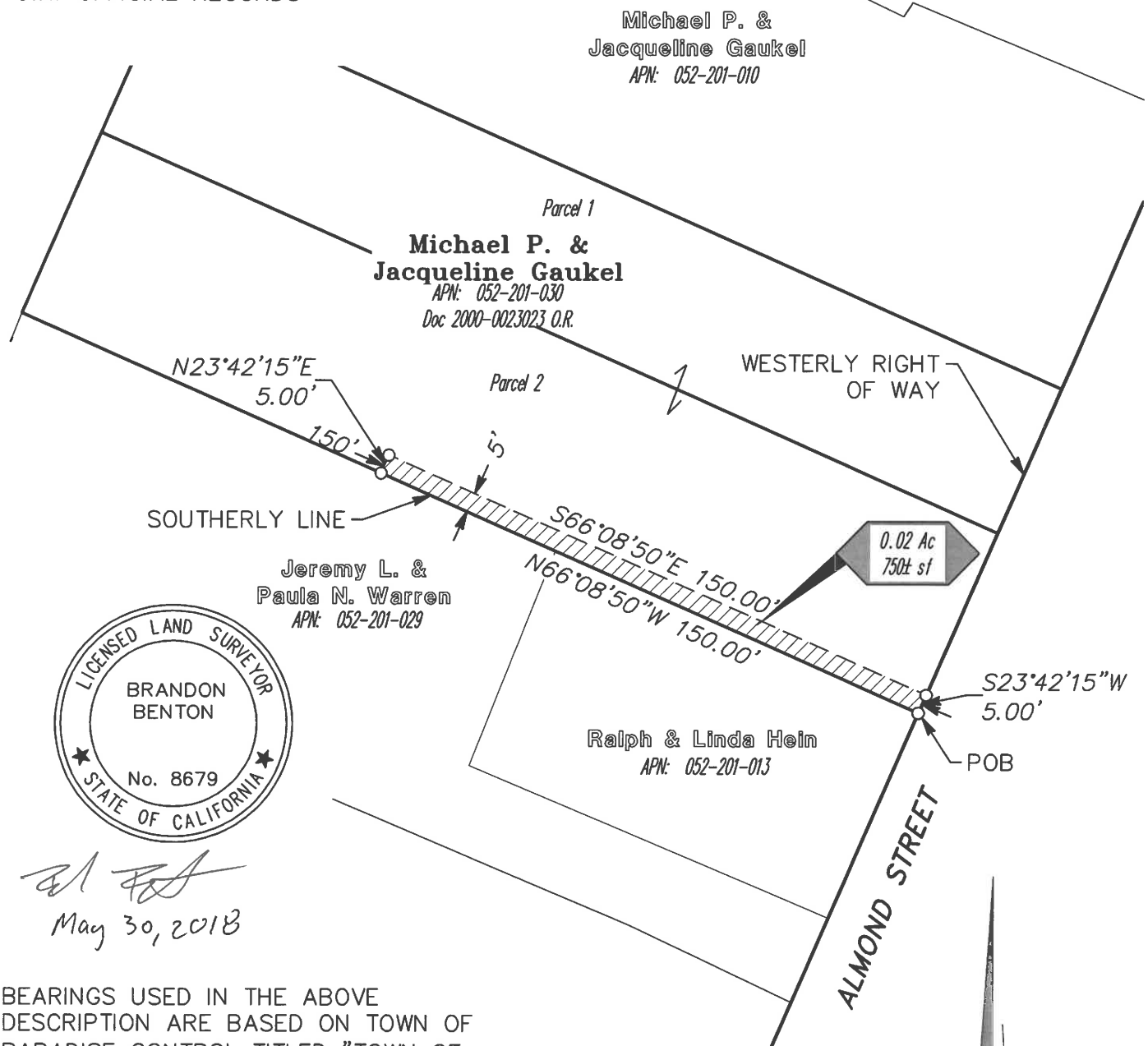


May 30, 2018
Date

Attachment A
Underground District Easement Acquisitions

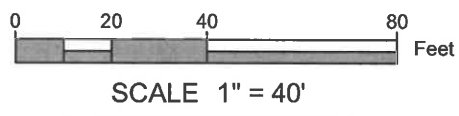
LEGEND

- POB POINT OF BEGINNING
- DIMENSION POINT
- ▨ PARCEL TO BE TRANSFERRED
- O.R. OFFICIAL RECORDS



[Signature]
May 30, 2018

BEARINGS USED IN THE ABOVE DESCRIPTION ARE BASED ON TOWN OF PARADISE CONTROL TITLED "TOWN OF PARADISE GRID TO GROUND CONVERSION". GROUND DISTANCES SHOWN ARE IN U.S. SURVEY FEET.



SHEET 1 OF 1

MARK THOMAS

Scale: 1" = 40'
Date May, 2018
Drawn By SMB
Checked By BGB

Exhibit B
APN 052-201-030
Plat to Accompany Legal Description
In the Town of Paradise
Butte County, California

Certificate of Acceptance and Consent

This is to certify that the interest in real property conveyed by the

GRANT OF EASEMENT

DATED _____

FROM: Michael P. Gaukel & Jacqueline L. Gaukel, Trustees of the Gaukel Living Trust,
dated June 14, 2000

To the Town of Paradise, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the Town Council of the Town of Paradise, pursuant to authority conferred by Resolution No. 81-19 of the Town Council of the Town of Paradise adopted April 15, 1981, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: _____

BY: _____
Lauren M. Gill, Town Manager, Town of Paradise

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF BUTTE)

On _____, 2018, Before me _____ Notary Public

Personally Appeared _____

personally known to me (or proved to me on the basis of satisfied 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 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 _____
Notary Public, in and for the County of Butte, State of California

Parcel Map Check Report

Client:	Prepared by:
Client	Preparer
Client Company	Your Company Name
Address 1	123 Main Street
Date: 5/30/2018 10:29:49 AM	

Parcel Name: 052-201-030 - 052-201-030

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: True

North:2,401,156.3876'

East:6,667,188.4832'

Segment# 1: Line

Course: N66°08'50"W

Length: 150.00'

North: 2,401,217.0458'

East: 6,667,051.2951'

Segment# 2: Line

Course: N23°42'15"E

Length: 5.00'

North: 2,401,221.6239'

East: 6,667,053.3052'

Segment# 3: Line

Course: S66°08'50"E

Length: 150.00'

North: 2,401,160.9658'

East: 6,667,190.4933'

Segment# 4: Line

Course: S23°42'15"W

Length: 5.00'

North: 2,401,156.3876'

East: 6,667,188.4832'

Perimeter: 310.00'

Area: 750.00Sq.Ft.

Error Closure: 0.0000

Course: N0°00'00"E

Error North : 0.00000

East: 0.00000

Precision 1: 310,000,000.00



**TOWN OF PARADISE
Council Agenda Summary
November 13, 2018**

Agenda No. 2(i)

ORIGINATED BY: Marc Mattox, Public Works Director / Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Replacement of a roof-mounted HVAC unit at Paradise Police Department

COUNCIL ACTION REQUESTED:

1. Ratify Contract 18-07 between the Town of Paradise and Frank's Air Conditioning and Heating relating to the replacement of a roof-mounted HVAC unit at Paradise Police Department (5595 Black Olive Drive); and, 2. Approve a budget adjustment from the general fund 1010.30.4510.5304.

BACKGROUND:

On October 4, 2018, the Town of Paradise HVAC Maintenance Contractor was performing a quarterly inspection and service at Paradise Police Department (5595 Black Olive Drive). During this inspection, a package HVAC unit was discovered to be in a failed, unreparable condition. This is a 3.5 ton unit which was originally installed in 1984 along with four other units located on the Police Department Roof. The failed HVAC was determined to serve the upstairs locker rooms and gymnasium.

According to the Town's recently completed Facilities Condition Assessment, this unit was projected to fail in 2020 with a replacement cost of \$10,250.00.

ANALYSIS:

According to Paradise Municipal Code 2.45.070F - Bidding – Generally, the staff can replace essential machinery in order to protect public health, safety and welfare without complying with formal bidding procedures – which would have postponed installation until mid-January.

Since the HVAC unit is essential machinery to services provided by the police, its replacement is within the scope of PMC 2.45.0470F

In lieu of formal contract bidding, staff reached out to four HVAC vendors for consideration including:

RB Spencer of Yuba City, CA (Town's On-Call Maintenance Contractor)

Sawyer Heating and Air of Yuba City, CA
Gallagher Heating and Air of Chico, CA
Frank's Air Conditioning and Heating of Paradise, CA

The replacement unit called for an equivalent gas/electric package unit, 14 SEER efficiency rating on cooling (3.5 tons) and 80% AFUE rating on heating (90,000 BTU's). After consideration of all information in streamlining the Town's HVAC inventory, narrowed the work down to RB Spencer and Frank's Air Conditioning and Heating, with bids shown below:

Contractor	Bid Amount
RB Spencer	\$9,708.00 (Bryant)
Frank's Air Conditioning and Heating	\$9,591.00 (Day and Night)

Staff issued a Notice to Proceed to Frank's on October 23, 2018 in effort to replace the unit before weather conditions significantly change, affecting staff operations. Work is expected to be complete prior to the November 13, 2018 Town Council meeting.

FINANCIAL IMPACT:

The total cost of the HVAC unit replacement is \$9,591.00. This replacement was not budgeted, so staff is requesting a budget adjustment from the general fund police administration budget to cover the expenditure 1010.30.4510.5304. The mid-year budget review and financial update in two months will provide a complete review of all general fund revenues and expenses.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on **October 24, 2018** by and between the Town of Paradise, a municipal corporation (“Town”) and **Frank’s Air Conditioning and Heating** (“Contractor”).

RECITALS

- A. Contractor is specially trained, experienced and competent to procure and install heating and cooling systems which will be required by this Agreement; and
- B. Contractor possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. Town desires to retain Contractor to render services as set forth in this Agreement.

AGREEMENT

1 SCOPE OF SERVICES.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Work”) to satisfactorily complete the Work required by Town at his/her own risk and expense. The Work to be provided to Town are more fully described in Exhibit A entitled “SCOPE OF WORK AND COMPENSATION.” All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. Contractor shall provide a one-year warranty to the Town for all Work under this Agreement.

1.1 Town Obligations

All data applicable to the project and in possession of the Town are to be made

available to the Contractor.

2 **TIME OF PERFORMANCE.**

The Work of Contractor shall commence immediately, and shall terminate upon full project completion.

3 **COMPENSATION.**

Contractor's compensation for all services under this Agreement shall not exceed \$9,591.00, and shall be in accordance with the charges set forth in Exhibit "A". In no event shall Contractor's compensation exceed Costs and Fees set forth in Exhibit "A" without the prior approval of the Town Manager.

4 **METHOD OF PAYMENT.**

Contractor shall be paid for the Work within 30 days after the Town accepts the Work. Approval of the invoice requires the submittal of certified payrolls when prevailing wages rates are in effect for work done. Certified payrolls are to be submitted ten days after the week.

4.1 **Contingent Fee**

The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State has the right to annul this Agreement without liability, pay on the value of the work actually performed, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full

amount of such commission, percentage, brokerage, or contingent fee.

4.2 Retention Of Records/Audit

For the purpose of determining compliance with Public Contract Code Section 10115, et seq. And Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subContractors, and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement from audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

5 LABOR COMPLIANCE

The Contractor shall agree through the Agreement to comply with the provisions of the California Labor Code. For the purpose of this Work, eight hours shall constitute a legal day's work.

The Contractor's attention is directed to section 1815 of the labor code regarding overtime pay and the requirement that a \$25 penalty will be levied for each workman for each calendar

day during which the overtime pay provision is not met. The Contractor's attention is also directed to the requirements for travel and subsistence payments to all workers needed to execute the Contract.

Subject to the limitations stated in said section, the Contractor shall comply with the apprenticeship provisions of Section 1777.5 of the Labor Code, including the training and hiring of apprentices.

Attention is directed to Section 7-1.02K(2), "Wages" of the Standard Specifications.

Pursuant to Labor Code Section 1770 et seq, the general prevailing wage rates in the county in which the project work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at Town of Paradise and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

6 EXTRA WORK.

At any time during the term of this Agreement, Town may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of Contractor's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without prior written authorization from Town.

7 **TERMINATION.**

This Agreement may be terminated by the Town immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, Contractor shall be entitled to compensation for Work properly performed up to the effective date of termination.

8 **OWNERSHIP OF DOCUMENTS.**

All reports, plans, studies, documents, and other writings prepared by and for Contractor, in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Town upon payment to Contractor for such work, and the Town shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents, and other writings to Town within three (3) days after written request. Contractor shall not be responsible for liabilities, losses, or claims resulting from unauthorized modifications, or reuse other than original intended purpose.

9 **LICENSING OF INTELLECTUAL PROPERTY.**

This Agreement creates a nonexclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents and Data"). Contractor represents and warrants that Contractor has the legal right to license any and all Documents and Data. Contractor makes no such representation and warranty in regard to Documents and Data which may be provided to Contractor by Town. Town shall not be limited in any way in its use of the Documents and Data at any time.

9.1 Confidentiality.

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Town, be used by Contractor for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Contractor, which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use Town's name, seal, or photographs relating to project for which Contractor's services are rendered, or participate in any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

9.2 Contractor's Books and Records.

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Work, expenditures and disbursements charged to Town for a minimum period of two (2) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period

required by law, from the date of termination or completion of this Agreement.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, Town Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement. Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, Town may, by written request by any of the above named officers, require that custody of the records be given to the Town and that the records and documents be maintained by Town Hall.

10 INDEPENDENT CONTRACTOR.

It is understood that Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Town. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to Town's employees, and Contractor hereby expressly waives any claim it may have to any such rights.

11 INTEREST OF CONTRACTOR.

Contractor (including principals, associates, and professional employees and subcontractors) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or

any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Contractor is not a designated employee within the meaning of the Political Reform Act because

Contractor:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the Town or any Town official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any Town decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12 PROFESSIONAL ABILITY OF CONTRACTOR.

Town has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall manage and approve the work of all persons performing professional services under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

13 COMPLIANCE WITH LAWS.

Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

14 LICENSES.

Contractor represents and warrants to Town that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required of Contractor to practice its profession. Contractor represents and warrants to Town that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, certifications, insurance and approvals which are required by the Town for its business.

15 INDEMNITY.

Contractor agrees to defend, indemnify and hold harmless the Town, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its negligent performance, misconduct or omissions relating to the services under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the Town, its officers, agents, employees or volunteers.

16 INSURANCE REQUIREMENTS.

Contractor, at Town's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.

17 NOTICES.

Any notice required to be given under this Agreement shall be in writing and will either be served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town: Marc Mattox
Public Works Director
Town of Paradise
5555 Skyway
Paradise, CA 95969

If to Contractor: Franks Air Conditioning and Heating
5655 Almond Street
Paradise, CA 95969

18 ENTIRE AGREEMENT.

This Agreement constitutes the complete and exclusive statement of Agreement between the Town and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

19 AMENDMENTS.

This Agreement may be modified or amended only by a written document executed by both Contractor and Town and approved as to form by the Town Attorney.

20 ASSIGNMENT AND SUBCONTRACTING.

The parties recognize that a substantial inducement to Town for entering into this Agreement is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties, or obligations of the Contractor under this Agreement will be permitted only with the express prior written consent of the Town. No subcontractors (other than those listed on Exhibit "A") shall work under this Agreement without the prior written authorization of the Town. If Town consents to such subcontract, Contractor shall be fully responsible to Town for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Town and a subcontractor of the Contractor nor shall it create any obligation on the part of the Town to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

21 **WAIVER.**

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

22 **SEVERABILITY.**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23 **CONTROLLING LAW VENUE.**

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.

24 **LITIGATION EXPENSES AND ATTORNEY'S FEES.**

If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25 **MEDIATION.**

The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified persons to conduct the arbitration.

26 **MEDIATORS.**

The Town and Contractor shall meet to select a mediator by each striking the names of two

different proposed mediators and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

27 EXECUTION.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

28 AUTHORITY TO ENTER AGREEMENT.

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

29 PROHIBITED INTERESTS.

Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

30 EQUAL OPPORTUNITY EMPLOYMENT.

Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. IN WITNESS WHEREOF the parties have cause this Agreement to be executed on the date first written above.

TOWN OF PARADISE

By: 

Lauren Gill, Town Manager

"CONTRACTOR"

FRANK'S REFRIGERATION AND HEATING INC.

By: 

Title: 

APPROVED AS TO FORM:

By: 

Dwight L. Moore, Town Attorney

ATTEST: *November 5, 2018*

By: 

Dina Volenski, Town Clerk

EXHIBIT "A"

Scope of Work and Compensation



5655 Almond Street, Paradise, CA 95969
 Phone: 877-8881 Fax: 877-3979
 License #343346

**CONTRACT
CHANGE OUT**

CONTRACT SUBMITTED TO: TOWN OF PARADISE

DATE: 10/22/18

ADDRESS: 5555 SKYWAY

PHONE #:

JOB NAME AND LOCATION: PARADISE POLICE DEPARTMENT-5595 BLACK OLIVE DR.
MIKE HOUDEK 433-8288

We hereby submit specifications and estimates for:

Contract to replace existing HVAC unit on roof with a **Day & Night PGD442090H001E(208/230- 3 phase)** gas/electric unit. This unit has a **14 SEER** efficiency rating on cooling and **80% AFUE** rating on heating and will provide **3-1/2 tons** of cooling and **90,000 BTU's** of heating. Frank's will adapt to existing duct system sealing ducting where necessary.

Included in this installation are the high and low voltage electrical connection, gas pipe connection, crane and other necessary materials, labor, freight, and sales tax for a complete installation..

This equipment has a one (1) year parts and labor warranty with a five(5) year compressor part warranty and a ten(10) year heat exchanger part warranty.

BID PRICE

\$ 9,591.00

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land or property where the work was performed and to sue you in court to obtain payment.

In the event legal action is required to enforce the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. If payment is not received within ten (10) days of the due date, interest on any delinquent payments shall accrue at the lesser of the maximum rate of interest allowed by law of 18% per annum

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This offer may be withdrawn by Frank's if not accepted within 30 days. Customer has 3 days to cancel a signed contract.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: AS STATED ABOVE.

~~FRANK'S AIR CONDITIONING HEATING~~

Authorized Signature: _____

Date: 10-23-18

ACCEPTANCE OF CONTRACT:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date: 10/24/18

Signature: _____ Date: _____

EXHIBIT "B" – Insurance Requirements

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 the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions exceeding \$25,000 must be declared to and approved by the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the Town.

Verification of Coverage

Contractor shall furnish the Town with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Town or on other than the Town's forms provided, those endorsements conform to Town requirements. All certificates and endorsements are to be received and approved by the Town before work commences. The Town on reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required.



**TOWN OF PARADISE
Council Agenda Summary
Date: November 13, 2018**

Agenda No. 2(j)

ORIGINATED BY: Marc Mattox, Public Works Director / Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Town of Paradise Facilities Condition Assessment

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 18-___, A Resolution of the Town Council of the Town of Paradise declaring certain vehicles to be surplus property and certain vehicles to no longer be surplus property.

Background:

In 2017, the Town of Paradise Public Works Department and Fleet Shop Foreman reviewed the Town's existing fleet in relation to current function, value and future need. On October 10, 2017, Paradise Town Council declared the following list of vehicles surplus property.

Department	Description	Mileage
Police	PD09 2002 Ford Crown Victoria	120,000
Police	PD16 2000 Ford Crown Victoria	110,000
Police	PD34 2000 Ford Crown Victoria	166,000
Police	PD03 2001 Ford Crown Victoria	98,000
Police	PD12 2001 Ford Crown Victoria	122,000
Police	PD04 2001 Ford Crown Victoria	107,000
Police	PD32 2003 Ford Crown Victoria	185,000
Police	AC62 1990 Ford Ranger	36,000
Public Works	PW34 1997 Ford F-450 Boom Truck	112,000
Public Works	PW Chipper 1986 Brush Bandit	160 Hours
Public Works	Buyer Tailgate Sander	N/A
Public Works	Shoulder Backing Machine	N/A
Public Works	P/U Sander	N/A
Public Works	Dump Truck Sander	N/A
Public Works	Arrow Board	N/A
Public Works	Striping Machine	N/A
Public Works	PW68 2006 Ford Escape 4x4	77,000
Development Services	CSS1 2006 Ford Escape 4x4	55,000
Development Services	OS66 2006 Ford Escape 4x4	47,000

Analysis:

Staff has been working diligently to process the 2017 surplus list. During the work relating to the surplus property, two vehicles were discovered that should have been on the list. Those vehicles are described below:

1. PD-14 a 2002 Ford Crown Victoria, VIN ending 157514
2. PD-40 a 2006 Ford Explorer V6, VIN ending A94170

Furthermore, two vehicles (one from this list, and one from a prior planned donation) were identified as surplus property and have since been determined to have internal value for retaining in the Town's active inventory. These vehicles are listed on the next page:

1. PD-27 a 1999 Jeep Cherokee, VIN: 1J4FF28XXL666053
2. CSS1 a 2006 Ford Escape, VIN ending B66328

Staff is requesting Council adopt a resolution to reconcile planned and actual efforts with documentation.

Financial Impact:

No new financial impacts.

**TOWN OF PARADISE
RESOLUTION NO. 18-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE DECLARING
CERTAIN POLICE, FIRE AND PUBLIC WORKS VEHICLES TO BE SURPLUS PROPERTY
AND AUTHORIZING DISPOSAL THEREOF**

WHEREAS, the Town of Paradise wishes to dispose of certain police, fire and public works department vehicles that are no longer functional or necessary to the Town's operations through public auction, internet sale, salvage or other legal method.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise as follows:

Section 1. The Town hereby declares the following vehicles to be surplus property:

1. PD-14 a 2002 Ford Crown Victoria, VIN 2FAFP71W82X157514
2. PD-40 a 2006 Ford Explorer V6, VIN 1FMEU72E86UA94170

Section 2. Pursuant to Paradise Municipal Code Section 2.45.130, the Town Manager is hereby authorized to dispose of the property set forth in Section 1 through public auction, internet, sale, salvage, donation or other legal method.

Section 3. The Town Council hereby rescinds its declaration as surplus property concerning the following vehicles:

1. PD-27 a 1999 Jeep Cherokee, VIN 1J4FF28XXL666053
2. CSS1 a 2006 Ford Escape, VIN 1FMCU92Z36KB66328

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 13th day of November, 2018, by the following votes:

AYES:
NOES:
ABSENT:
NOT VOTING:

Jody Jones, Mayor

ATTEST:

BY: _____
Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

BY: _____
Dwight L. Moore, Town Attorney



**Town of Paradise
Council Agenda Summary
Date: November 13, 2018**

Agenda Item: 2(k)

Originated by: Gina S. Will, Administrative Services Director/Town Treasurer
Crystal Peters, Human Resources and Risk Management Manager

Reviewed by: Lauren Gill, Town Manager

Subject: Health Plan Insurance Broker of Record Change

Council Action Requested:

1. Authorize the Town Manager and the Administrative Services Director to execute the documents necessary to change the health plan insurance broker of record to Kennan & Associates as approved by the Town Attorney; and,
2. Approve the related budget adjustments with 2018/19 savings of \$12,944.

Alternatives:

Decline to authorize the health insurance broker change and forfeit the opportunity for Town and employee savings.

Background:

From 2008 to 2017, Wells Fargo Insurance Services (WFIS) was the health broker of record for the Town of Paradise. WFIS was acquired by US Insurance in December 2017. To secure dental, vision, short and long term disability, and life/AD&D benefits for Town employees, each year the broker goes out to market on behalf of the Town. From time to time, new carriers are chosen to improve benefits or to provide savings. Health Benefits for the Town run on a calendar year from January through December.

Discussion:

Over the years, and especially since the acquisition of WFIS, personal attention to the Town has declined. Also, annual renewal information, including rates and benefit changes has been received later each year. This makes it difficult to give employees sufficient time to make good decisions about their insurance elections, and adds pressure to Town employees administering the plans.

This year, Town staff began discussions with Keenan & Associates. Keenan, founded in 1972, provides insurance and financial services exclusively to schools, public agencies and health care organizations. They are well regarded, and because of their considerable client base, have strong relationships with insurance providers. Further, they can help the Town keep pace with changes in employee insurance offerings

through their network of similar clients. Finally, the Town will be assigned a personal representative out of Keenan’s Rancho Cordova office to assist with questions and claims management.

Staff had several meetings with Keenan representatives and insurance carriers. The outcome is a package that provides employees some enhanced benefits, and the Town and employees some savings for three years. Staff guarded the Town against “bait and switch” tactics. The proposed changes provide a rate lock for two years and a 5% cap on increases the third year. The proposed carriers offer the same or better benefits with improved provider networks. Also, Keenan has already started comparing the provider networks and has committed to help staff help employees in the transition. Following are the recommended changes effective January 1, 2019:

Plan	Current Carrier	Proposed Carrier	Annual Savings (2 years)	Enhancements
Dental	MetLife	Principal Financial	6.80%	*Larger Provider Network *EPO Providers – 25% savings
Vision	Superior	Vision Service Plan	0.33%	*Larger Provider Network *Frames allowance & discount improvements
Short Term Disability	SunLife	Hartford	7.56%	N/A
Long Term Disability	SunLife	Hartford	33.45%	*Supplement to EAP program (ComPsych)
Life/AD&D	SunLife	Hartford	24.77%	*Voluntary life savings for optional spousal coverage

If approved, a short open enrollment period will begin immediately. There will be sufficient time to provide employees information about the changes, allow them to make any enrollment changes, and to submit enrollment packages to the insurance carriers for a January 1, 2019 effective date.

Fiscal Impact:

The recommended change will provide savings this 2018/19 fiscal year in the amount of \$12,944. \$9,106 savings for the general fund and \$3,838 savings for other funds. A full year of savings will be realized in 2019/20 in the amount of \$24,247. The 2020/21 fiscal year will have savings of more than \$11,303 with half of the year unknown but protected by a 5% rate cap. In total, this change will save the Town over \$48,494.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the Agreement) is entered into January 1, 2019 (“Effective Date”) by and between the Town of Paradise, the sponsor (“Sponsor”) of one or more health plans (collectively referred hereafter to as the “Plan”) and Keenan & Associates (Business Associate).

WHEREAS, the Sponsor has independently contracted with Business Associates to provide services to, for or on behalf of the Plan; and

WHEREAS, Plan wishes to allow the Business Associate to have access to PHI including but not limited to, EPHI that is either provided to the Business Associate by the Plan or received and created by the Business Associate on behalf of the Plan in the course of providing its services to, for or on behalf of the Plan;

WHEREAS, the Plan is required to comply with HIPAA (including, but not limited to, its Privacy Rule and Security Rule), and other governmental regulations relating to the privacy and security of individuals’ personally identifiable information.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Plan and Business Associate agree as follows:

DEFINITIONS

Catch-all definition:

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.

Specific definitions:

(a) **Business Associate** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to this Agreement, shall mean Keenan & Associates.

(b) **Breach** shall have the same meaning as the term “breach” in 45 CFR § 164.402

(c) **Covered Entity** shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to this Agreement shall mean the health and welfare benefits plans sponsored by the entity that is signatory to this Agreement.

(d) **Individual** shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(e) **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(f) **Protected Health Information (“PHI”)** shall have generally the same meaning as the term “protected health information” in 45 CFR § 164.501, and for this Agreement shall be limited to the information created or received by Business Associate from or on behalf of the Covered Entity.

(g) **Secretary** shall mean the Secretary of the Department of Health and Human Services or his designee.

(h) **Security Rule** shall mean the Security Standards for the Protection of Electronic Health Information at 45 CFR Part 160 and Part 164, Subpart A and C.

(i) **Electronic PHI (E-PHI)** shall have the meaning found in the Security Rule 45 CFR, Section 160.103.

(j) **Security Incident** shall have the same meaning as the term “security incident” in 45 CFR Parts 160 and 164, subparts A and C

(k) **HIPAA Rules** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(l) **Designated Record Set** shall have the same meaning as the term “designated record set” in 45 CFR 164.501.

(m) **Subcontractor** shall have the same meaning as the term “subcontractor” in 45 CFR §160.103

(n) **Unsecured PHI** shall have the meaning given the term “unsecured protected health information” in 45 CFR § 164.402.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

(a) Business Associate agrees to not request, use, or further disclose PHI other than as permitted or required by the Agreement or as permitted or required by law.

(b) Business Associate agrees that it shall utilize appropriate physical, administrative and technical safeguards to ensure that the PHI is not used or disclosed in any manner inconsistent with this Agreement. Such safeguards shall include, but not be limited to: (1) establishing policies and procedures to prohibit any employee of Business Associate, who does not have a reasonable need for the PHI in order to accomplish an authorized use or disclosure, from accessing such information and to inform all employees of Business Associate whose services may be used to fulfill obligations under this Agreement of the terms of this Agreement; and (2) disclosing to any agent, Subcontractor or other third party, and requesting from Covered Entity, only the minimum PHI necessary to accomplish the intended purpose of the use, disclosure or request. (“Minimum necessary” shall be interpreted in accordance with the HIPAA Rules.) Business Associate shall provide Covered Entity with such information concerning the safeguards as Covered Entity may reasonably request from time to time.

(c) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the agreement.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to report to Covered Entity, in writing, any use or disclosure by Business Associate of PHI not permitted by this Agreement promptly after Business Associate's first awareness thereof, including but not limited to, any discovery of any inconsistent use or disclosure by Subcontractor of Business Associate.

(f) Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of Unsecured PHI information as required at 45 CFR 164.410 (without unreasonable delay, and, in no case later than 10 calendar days after discovery of a Breach), and any security incident of which it becomes aware.

(g) Business Associate agrees to require that any Subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, execute a Business Associate Agreement acknowledging its compliance with the HIPAA Rules.

(h) Business Associate agrees to provide access to PHI, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Covered Entity, or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524 (within 30 days after receipt of the request unless there is a 30 day extension.)

(i) Business Associate agrees to make any amendment(s) to PHI that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, and in the time and manner reasonably designated by Covered Entity, in a Designated Record Set, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 no later than 60 days after the receipt of the request.

(j) Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of the PHI available to the Secretary or the Secretary's designee for the purposes of determining Covered Entity's compliance with the HIPAA Rules. Business Associate shall immediately notify Covered Entity of its receipt of any such request for access, but in no case later than 60 days after the receipt of the request.

(k) Business Associate agrees to document such disclosures of PHI to the extent necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 no later than 60 days after the receipt of the request.

(l) Maintain and make available the information required to provide an accounting of disclosures to either the Covered Entity, or the Individual, as necessary to satisfy Covered Entity's obligations under 45 CFR 164-528 within 60 days after receipt of the request.

(m) Business Associate agrees to provide Covered Entity, in the time and manner reasonably designated by Covered Entity, information collected in accordance with Section (l) on page 3 of this

Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 no later than 60 days after the receipt of the request.

(n) Business Associate agrees to provide information and documentation concerning Business Associate's compliance with this Agreement to the extent reasonably requested by Covered Entity as necessary to permit to respond to third parties' inquiries of and/or claims against Covered Entity relating to use and/or disclosure of PHI and/or for Covered Entity to comply with law(s) relating to its monitoring of compliance with this Agreement. Business Associate shall, upon Covered Entity's request, certify to Covered Entity that it complies with the terms of this Agreement no later than 60 days after the receipt of the request.

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

(a) Except as otherwise limited in this Agreement, Business Associate may obtain and/or use PHI as necessary to perform its obligation to provide services to, for, or on behalf of the Plans, so long as such access and/or use is either permitted or required by law and, provided further, that Business Associate has met all legal requirements for such access and/or use. This specifically includes, but is not limited to, Business Associate's access and/or use of PHI as necessary to perform the services set forth in the service agreement between Business Associate and Sponsor.

(b) Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Rules. If the Agreement permits the Business Associate to use or disclose PHI for its own management and administration and legal responsibilities, or for data aggregation services, then disclosure is permitted for the specific uses and disclosures set forth below.

- i) Business Associate may use PHI for proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate.
- ii) Business associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used, or further disclosed, only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- iii) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

OBLIGATIONS OF COVERED ENTITY

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

(b) Neither Sponsor nor Covered Entity shall request Business Associate to use or disclose PHI in any manner that would not be permitted or required by law if done by Covered Entity.

(c) Covered Entity shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

INDEMNIFICATION

(a) Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity, its trustees, officers, directors, employees, agents, or representatives, from any claim or penalty arising out of any improper use and/or disclosure of PHI in violation of the HIPAA Rules, to the extent that such improper use and/or disclosure resulted from Business Associate's negligence or failure to comply with the terms of this Agreement or the HIPAA Rules.

(b) The Sponsor and Covered Entity agree to indemnify, defend and hold harmless Business Associate and/or all of Business Associate's officers, directors, employees, agents, or representatives, from any claim or penalty from any improper use and/or disclosure of PHI, to the extent that such improper use and/or disclosure resulted from the Sponsor's or Covered Entity's negligence, failure to comply with the terms of this Agreement or the HIPAA Rules, or was based upon the Sponsor's or Covered Entity's written direction to use and/or disclose PHI in the manner challenged.

SECURITY

Business Associate agrees to:

i) Implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity;

ii) Ensure that any Subcontractor, to whom it provides this information agrees to implement reasonable and appropriate safeguards;

iii) Report on a quarterly basis to the Covered Entity, in writing, any Security Incident involving Covered Entity's data. If, however, a Security Incident results in the unauthorized disclosure of Unsecured PHI, Business Associate shall notify Covered Entity in accordance with the Breach notification provisions below.

iv) Notify Covered Entity no later than ten (10) days after discovery of a Breach of Unsecured PHI.¹

v) Perform the four factor risk assessment of any Breach that is discovered in accordance with the HIPAA Rules to determine if notification is required, and advise Covered Entity of its findings.

¹Covered Entity has 60 days from the discovery date of a reportable Breach to report said Breach to the Individual and HHS (if Breach involves 500 or more Individuals.)

vi) Make its policies and procedures, and documentation required by this subpart relating to such safeguards, available to the Secretary for purposes of determining the Covered Entity's compliance with 45 CFR Parts, 162 and 164 and;

vii) Authorize termination of the contract by the Covered Entity if the Covered Entity determines that the Business Associate has violated a material term of the contract.

TERM AND TERMINATION

(a) The Term of this Agreement shall be effective as of the effective date herein and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement. If the Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; Covered Entity shall have the right to immediately terminate this Agreement. Such termination shall not abrogate any rights which Covered Entity has against Business Associate for violation of this Agreement.

(c) Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

ii) Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;

iii) Continue to use appropriate safeguards and comply with the HIPAA Rules regarding the use and disclosure of the PHI, for as long as Business Associate retains the PHI;

iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions which applied prior to termination; and

v) Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

MISCELLANEOUS

(a) A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party to be charged. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Business Associate and Covered Entity to comply with the requirements of the HIPAA Rules.

(c) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with the HIPAA Rules and/or other applicable law.

(d) Notices:

(i) All reports or notices to Covered Entity pursuant to this Agreement shall be sent to the names and addresses listed on the signature page, or to such other individuals and/or addresses as a party may later designate in writing. Unless expressly prohibited under the HIPAA Rules, such notices and reports may also be sent via email.

(ii) All such reports or notices shall be sent by First Class Mail or express courier service, and shall be deemed effective when delivered, or if refused, when delivery is attempted.

(e) Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Sponsor, Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

(f) This Agreement constitutes the complete agreement of the parties relating to the access, use, disclosure and security of PHI and, except as otherwise provided herein, supersedes all prior representations or agreements, whether oral or written, with respect to the confidentiality and security of PHI.

(g) The parties hereby agree and affirm that the subject matter of this Agreement is unique, and that it may be impossible to measure the damages which would result to Covered Entity from violations by Business Associate of the agreements set forth herein. Accordingly, in addition to any other remedies which Covered Entity may have at law or in equity, the parties hereby agree that either party shall have the right to have all obligations and other provisions of this Agreement specifically performed by the other party, as applicable, and that either party shall have the right to seek preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of this Agreement, without, in any case, proof of actual damages.

(h) Disputes arising out of or relating to this Agreement which cannot be resolved by negotiation between the parties shall be submitted to non-binding mediation. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration administered by JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between the parties and their respective agents, employees and officers. The site of the arbitration shall be in the County of Butte, California. A judgment of any court having jurisdiction may be entered upon the award.

IN WITNESS WHEREOF, the parties hereto hereby set their hands as of the date first above written.

Town of Paradise, as Sponsor and Representative of the Plan(s)		Keenan & Associates	
Signature:		Signature:	
By:	Gina Will	By:	Stephen Gedestad
Title:	Administrative Services Director	Title:	Municipality Practice Leader
Address:	5555 Skyway	Address:	2355 Crenshaw Blvd., Ste. 200
	Paradise, CA 95969		Torrance, CA 90501
Telephone:	530-872-6291	Telephone:	310 212-0363
Attention:	Crystal Peters	Attention:	Privacy Officer

Broker of Record Designation

As of January 1, 2019, the organization listed below (“Client”) appoints Keenan & Associates (“Keenan”) as the Broker of Record in connection with the following coverages: Dental, Vision, Life/AD&D, Disability, Sec. 125 Employee Paid Voluntary Benefits and such additional coverages or insurance as Client may from time-to-time request from Keenan (the “Coverages”). This appointment rescinds any and all previous appointments Client may have made with respect to the Coverages, and shall remain in full force and effect until cancelled in writing with sixty (60) days advance notice. The parties hereby agree to the following additional terms:

With respect to the Coverages, Keenan shall have the exclusive authority and right to negotiate with insurance carriers and other coverage providers on Client’s behalf. Keenan shall provide those services as listed on Exhibit A attached to and made a part of this document. Client shall provide Keenan with timely and accurate information necessary to obtain the Coverages and authorizes Keenan to provide such information to prospective insurers and other coverage providers. Except for Keenan’s responsibilities with respect to funds obtained from or on behalf of Client, Keenan shall not be a fiduciary of Client. As compensation for its services, Keenan shall receive commissions from insurance carriers and/or other vendors for the placement of insurance coverage. Client shall have no responsibility for the payment of any such commission to Keenan. Additional information concerning Keenan’s compensation Disclosure Policy is available online at www.Keenan.com or from your Keenan account representative.

Disputes arising out of or relating to this designation, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representatives of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation, then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration by JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as may be agreed to in writing by the parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers. The arbitration shall be conducted in the County of Butte, California.

Town of Paradise		Keenan & Associates	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>	Gina Will	<u>By:</u>	Stephen Gedestad
<u>Title:</u>	Administrative Services Director	<u>Title:</u>	Municipality Practice Leader
<u>Address:</u>	5555 Skyway Paradise, CA 95969	<u>Address:</u>	2355 Crenshaw Blvd., Ste. 200 Torrance, CA 90501
<u>Telephone:</u>	530-872-6291	<u>Telephone:</u>	310 212-0363
<u>Attention:</u>	Crystal Peters	<u>Attention:</u>	Howell Southmayd
<u>E-mail:</u>	cpeters@townofparadise.com	<u>E-mail:</u>	hsouthmayd@keenan.com

Keenan & Associates – License #0451271
 Broker of Record Designation (12) (Muni)
 (Rev 07/20/15)

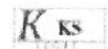


EXHIBIT A
KEENAN SERVICES

Keenan shall provide the following Services:

1. Plan Review – Keenan shall review applicable benefit plan(s) and provide information and recommendations regarding insured and/or self-insured options, as requested by Client.
2. Insurance Needs Assessment – Keenan shall work with Client to determine Client’s insurance needs.
3. Insurance Marketing Plan – Review, evaluate and negotiate insurance renewals on Client’s behalf. Keenan shall prepare and present to Client its plan for marketing Client to various carriers and/or Coverage providers. In furtherance of its plan, Keenan shall contact those markets that it has determined most likely to meet Client’s needs, as made known to Keenan, but shall not necessarily contact every available market for the particular Coverage being sought. In so far as practical, Keenan shall honor Client’s timely and reasonable requests to contact specific markets, but Keenan shall not be obligated to present Client to any carrier or Coverage provider which Keenan has determined would not be willing to quote Client’s business or would not give a competitive quote.
4. Insurance Marketing Results – Keenan shall present to the client, in summary format, information concerning all markets and carriers approached. The summary shall include, as applicable: name of carrier and Coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or Coverage providers who declined to provide a quote.
5. Review of Insurance Options – Keenan shall present, along with the Marketing Results, a comparison summary highlighting the significant terms and/or differences among the various Coverages quoted. This summary is provided for Client’s convenience only. It is Client’s responsibility to ask questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.
6. Obtain Coverage – Once the Client has made its decision, Keenan shall take all steps necessary to communicate Client’s decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the Client.
7. Implementation – Keenan shall assist Client in the preparation and distribution of materials relating to the implementation of its coverage, for which client shall give final approval.
8. Ongoing Service -- Keenan will provide the following Client support services:
 - Continued analysis of benefit plan design and performance noting available alternatives as appropriate;
 - Direction and support with claims resolution and other related issues;
 - Review of claims experience and trends;
 - Support with billing/eligibility concerns;
 - Acting as a liaison between Client and carriers and vendors and serving as a proactive Client advocate;
 - Responding to day-to-day benefit questions from Client;
 - Assisting Client with governmental reporting and filings (e.g., 5500’s and Summary Annual Reports), as applicable;

- Providing information concerning current developments and trends in employee benefits and new legislation that may affect Client's plans;
- Assisting in drafting, review and/or amendment of benefit plan and related documents. Any document drafted or reviewed by Keenan and approved by Client under this Agreement shall apply solely to the plan year for which the Service was provided. They are not intended for use beyond the plan year for which they were created, reviewed or revised. Keenan shall not be held liable for any direct, punitive, special, consequential or incidental damages, loss of profit or revenue, loss of business, loss or inaccuracy of data or scope of insurance resulting from the continued use of such plan documents or SPD beyond the dates for which they were intended;
- Assisting in the coordination and preparation of open enrollment, orientation, health fairs, and/or question and answer meetings for Client's employees. and
- Attendance at **four (4)** meetings of the Client's Insurance Committee.



**TOWN OF PARADISE
Council Agenda Summary
Date: November 13, 2018**

Agenda No. 2(I)

ORIGINATED BY: Marc Mattox, Public Works Director / Town Engineer
REVIEWED BY: Lauren Gill, Town Manager
SUBJECT: 5595 Black Olive Drive Microbial Remediation Project Contract Close

COUNCIL ACTION REQUESTED:

1. Ratify the final contract amount for the 5595 Black Olive Drive Microbial Remediation Project (including work at 5555 Skyway) with Service Masters by Cronic.

Background:

Due to the heavy rains associated with the record winter in late 2016 and early 2017, Town facilities at 5595 Black Olive Drive experienced water intrusion causing interior damage. The causes of the water intrusion were addressed during summer of 2017 with the roof and windows replaced at 5595 Black Olive Drive. With the roof and windows replaced, the drywall which had visible damage in an interior stairwell and the men's locker room was scheduled for repair. Upon review of a few samples of drywall, staff learned that microbial growths were occurring on the inside of the walls at these specific locations.

On November 30, 2017, staff issued a Notice to Bidders for the proposed scope of work, including professional containment, removal, remediation and restoration of affected isolated areas. The Notice to Bidders was advertised in the Paradise Post on December 2, 2017. During the bidding process, additional remediation work required at 5555 Skyway, necessitating an Addendum to be issued for the project. The final bid award included both 5595 Black Olive Drive and 5555 Skyway.

On December 12, 2018, Paradise Town Council Awarded the contract for the Microbial Remediation project at 5595 Black Olive Drive to Service Masters by Cronic in the amount of \$18,457.65 with a contingency amount added not to exceed \$24,000. This contingency was identified to account for the unknown nature of remediation work – not knowing exactly how much work would be required to resolve the issues at each facility

Analysis and Financial Impact:

All work was completed in both December 2017 and January 2018. The final construction cost was \$27,196.30, broken down as follows:

- Town Hall Remediation = \$12,503.99
- Police Department Remediation = \$14,692.31

Staff is requesting Council ratify this contract amount with Service Masters by Cronic retroactively to ensure documentation reflects the actual costs approved for the project. Cost increases were incurred due to the nature of work at each facility – specifically water damage in the men's restroom upstairs at PD and the entire subfloor needing to be removed in Human Resources and Legal at Town Hall.



Town of Paradise
Council Agenda Summary
Date: November 13, 2018

Agenda Item: 6(a)

ORIGINATED BY: Susan Hartman, CDD Manager/Assistant Planner
REVIEWED BY: Lauren M. Gill, Town Manager
SUBJECT: Downtown Street Vending Update

COUNCIL ACTION REQUESTED:

RECOMMENDATION:

1. Review information and provide staff with direction on desired changes, if any, to the Paradise Municipal Code relating to the street vending regulations in response to updated information to present at a future council meeting.

Background:

At the August 14, 2018 council meeting, staff entered into a discussion with the town council regarding the existing street vending regulations and whether there was a need or desire to revise the current ordinance to include vending opportunities in the Downtown, as geographically delineated in the Downtown Revitalization Master Plan.

Staff was directed to review the properties encompassed within the boundaries of the Downtown and assess the feasibility of vending locations in order to bring those findings back to the council at a future meeting.

Discussion:

Properties in the Downtown were viewed both from street level and aerial perspectives to ascertain the potential to accommodate street vendors keeping in mind this presentation is only meant to facilitate additional vending ordinance discussions, not as a means to definitively identify parcels with vending capacity. Broadly speaking, it appears there could be up to 20% of the properties in the Downtown with the potential to accommodate a vendor on-site based on existing land uses and available area. In many cases this area would not be along the business frontage, but rather along the rear or side of the property; not necessarily readily visible to drive-by traffic.

Currently the Town licenses four food trucks with an annual permit – Fiesta Taco by White Water Saloon, Tacos el Paraiso next to the Chamber of Commerce, Sliced LLC next to Sophia's Thai on Skyway, and The Lamb and the Wolf at Ron's Wheel & Brake on Clark Rd. In 2017 the Town licensed five food trucks (the 5th truck eventually relocated to Magalia), and in 2016 & 2015 the Town licensed four food trucks each year respectively. Prior to 2015 only up to two food truck vending licenses were requested each year.

Requests for vending licenses in the Downtown in the past 10 years have been 4-5 requests at the most and none during the 2018 calendar year. Included in that number are any vendors who set up their business operations in the Downtown without benefit of the required vending license and tried to seek approval after notification of the violation. Typically, initial conversations with potential street vendors are thorough enough to facilitate the understanding of the permitted zoning districts thereby alleviating requests to vend in the Downtown.

A review of the vending license records from previous years shows at least four commercial sites, outside of the Downtown, where food vendors were previously licensed but for which no current licenses have been issued. Therefore, it would appear that available commercial sites, outside of the Downtown, may still be available to serve future street vendors.

Financial Impact:

Discussion of municipal code ordinances will have no financial impact upon the Town of Paradise.



**Town of Paradise
Council Agenda Summary
November 13, 2018**

Agenda Item: 6(b)

**Originated and
Reviewed by:**

Lauren Gill, Town Manager

Subject:

Homeless Emergency Aid Program (HEAP) Funding and Shelter Crisis Declaration

Council Action Requested:

Determine if it is appropriate to declare a shelter crisis in the Town of Paradise at this time; and, if the Town Council decides to declare a shelter crisis, adopt Resolution No. 18-___, "A Resolution of the Town Council of the Town of Paradise Declaring a Shelter Crisis Within the Town Limits of the Town of Paradise Pursuant to SB850 (Chapter 48, Statutes of 2018 and Government Code 8698.2)"

Background

In June 2018, Governor Brown signed Senate Bill ("SB") 850 and related budget trailer bills into law that launched the Homeless Emergency Aid Program (HEAP) and made \$500 million in one-time funding available to Continuums of Care (CoCs) and large cities (population over 330,000). The purpose of this one-time funding is to provide immediate emergency assistance to those jurisdictions that are experiencing homelessness or at risk of homelessness.

CoCs are regional or local planning bodies that coordinate housing and services funding for homeless families and individuals. They were first created in 1995 when the U.S. Department of Housing and Urban Development (HUD) began to require communities to submit a single application for homeless assistance grants in order to streamline the funding application process. CoCs develop community plans to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency.

The local CoC is identified by the State as the Chico, Paradise/Butte County Continuum of Care and is known locally as the Butte Countywide Homeless Continuum of Care ("local CoC"). HEAP funding will flow through the local CoC's Administrative Entity, which is the Community Action Agency of Butte County, Inc. (CAA), unless one of the general purpose local governments (Butte County or a City/Town) fulfills the role as Administrative Entity for purposes of HEAP funding. The County has offered to serve as the Administrative Entity for HEAP funds.

Within the incorporated and unincorporated areas of Butte County, the State identified 1,195 individuals in the local CoC's 2017 Homeless Point in Time Census and Survey Report that meet the State's definition for homeless. Based on that number, the local CoC is eligible for approximately \$4.9 million in HEAP funding, if the CoC meets all State requirements, including at least one local jurisdiction declaring a shelter crisis. The local CoC may then award the funding to local agencies and organizations, including cities and the County, that meet State guidelines.

Eligible uses for HEAP funding include, but are not limited to:

- Services: street outreach, health and safety education, criminal justice diversion programs, prevention services, navigation services, and operating support for short-term or comprehensive homeless services.
- Rental Assistance or Subsidies: housing vouchers, rapid re-housing programs, and eviction prevention strategies.
- Capital Improvements: emergency shelters, transitional housing, drop-in centers, permanent supportive housing, small/tiny houses, improvements to current structures that serve homeless individuals and families, and handwashing stations or public toilet and shower facilities. Please note that any capital improvements would require compliance with applicable building, zoning, and health and safety codes.

At least 5% of HEAP funds must be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness.

Homelessness in Paradise

According to the 2017 Homeless Point in Time (PIT) Census and Survey Report, the following homeless population data was gathered and grouped by communities:

Community	PIT Census	Community Population*	Percent Homeless
Chico	1,096	93,293	1.17%
Oroville	713	19,121	3.72%
Paradise	61** (30 w/o shelter)	26,682	0.22%

*Source: 2017 American Community Survey

**Half of this number were reported as living with friends/relatives, “couch-surfers,” or otherwise not physically without permanent housing.

As evident in the table above, both the City of Chico and City of Oroville have higher homeless populations and higher proportions of homelessness in their respective communities. Both the City of Chico and City of Oroville have declared formal shelter crises.

The PIT Survey further explains of all individuals on the Ridge, about half are categorized as staying with friends and family, with the remaining half unsheltered in the Town of Paradise (30 total).

The Paradise Police Department has reported that between October 1, 2017, and the present there were approximately 5,000 total calls for service; 107 of which were reported as transient activity, which includes proactive area checks. Not all of these calls were confirmed transient related activities, but were reported as such when first dispatched and logged into the Records Incident Management System (RIMS). The 107 transient-related calls translate to approximately 2% of the total call volume. Most of the 107 calls were regarding a relatively small group of people (e.g. 73 calls

for service regarding the same 20 people.) This information corroborates the PIT Survey in estimating about 20-30 people in Paradise which could be categorized as homeless. This number changes with the weather and fluctuates because the homeless population by nature is transient.

Homeless Services and HEAP Funding

In the Butte County Region, there are multiple avenues for residents who are homeless to seek assistance. Examples of resources and localities are listed below:

Torres Shelter, Chico	The Greater Oroville Homeless Coalition
Jesus Center, Chico	Butte County Crisis Services
Esplanade House, Chico	Butte County Crisis Intervention Team
Oroville Rescue Mission, Oroville	Crisis Stabilization Unit (CSU)
Sojourners' House on the Ridge, Paradise	Crisis Triage Connect
Chico Veterans Resource Hope Center, Chico	Homeless Emergency Action Response Team
Housing Authority of Butte County	Hospital Alternative Program (HAP)
California Human Development Corporation	Butte County Mobile Crisis Team
Community Action Agency of Butte County	Crisis Response Team
Jesus Center House of Hope	Psychiatric Health Facility (PHF), Chico
Catalyst Domestic Violence Services	Saint Thomas More Parish, Paradise

The above list includes some of the many well-trained, underfunded, homeless assistance and homeless crisis agencies already established in Butte County that can apply for HEAP funding to help assist families and individuals in crisis.

Challenges to allocating HEAP funding are many. Some questions facing the region will certainly include:

- What services are needed to serve the needs of the homeless? (e.g. mental health, behavioral health, probation, etc.)
- What is the most sustainable use of this one-time funding opportunity, especially as it relates to existing services and programs?
- Where is the most efficient use of one-time funds to serve homeless individuals in the county?

The Butte County CoC has already begun work to establish a committee to review applications for the \$4.9 Million in HEAP funds to address the issues of homelessness throughout the County. At this point, it appears that there is support and evidence of need for additional shelter space for the chronically homeless located in the vicinity of and within easy access to existing county services. HEAP funds would also be well invested to provide funding for existing, well-established homeless providers to assist in many aspects of care for homeless individuals and families.

Shelter Crisis Declaration

The act of declaring a shelter crisis carries ramifications that are not clearly addressed in the HEAP Funding Guidelines or Frequently Asked Questions.

Under Section 8698.2(a)(1) The governing body may declare a shelter crisis and may take such action as is necessary to carry out the provisions of this chapter, upon a finding by that governing body that a significant number of persons within the jurisdiction of the governing body are without the ability to obtain shelter and that the situation has resulted in a threat to the health and safety of those persons.

According to State law when a jurisdiction declares a shelter crisis, government “facilities” including buildings, parking lots, properties, etc. may be used for homeless shelters, housing, “safe parking” lots, etc. In our case, if the Town declared a shelter crisis, nonprofits or other organizations could approach the Town to use government facilities or parking lots for homeless shelters or overnight safe parking zones. The Town would have some ability to decide whether or not to permit such uses. If such use was allowed, the Town would need to write new or reduced building codes, zoning codes, etc. that would apply to the new shelter(s)/ homeless facilities. The Town is currently without a full-time, permanent building official/fire marshal, and is utilizing a part-time, temporary employee for services. Taking current staffing levels into account, Town does not currently have the capacity or bandwidth for additional oversight and/or responsibilities. Any increase in workload for the current staff would be felt throughout our community.

In addition to staffing concerns, there is a question of potential liability. Even with the reduced liability written into State Law regarding new homeless shelters, the Town could be put in a position to exceed its capacity with public safety resources. The Town must be cautious about adding new services/activities—especially when the funding is not guaranteed. Future State mandates could be added to the current laws regarding emergency shelters and unfunded mandates could continue unimpeded by the current or a future sitting Governor. As the Town has seen in the past, State code is subject to change and there is no guarantee that further requirements will not be put on jurisdictions that declare a shelter crisis and accept the one-time HEAP funds.

Another issue with accepting public funds for housing individuals and families is the cost of relocation. When the funding ends, as this funding is expected to do in three years, the local government would be responsible for maintaining the facility or for relocation costs when using public funds. The Town of Paradise does not have the resources for this very costly and labor intensive activity.

So far the County of Butte, the Cities of Oroville, Gridley and Chico have all declared a shelter crisis. There is little argument that Oroville and Chico have the numbers that demonstrate a need for additional shelter space located close to services for people that want to be permanently housed or sheltered temporarily. Professional services are needed to maintain stability in the lives of the mentally ill, those who suffer from drug addiction, and individuals who have been recently released from prison to help elevate them to self-sufficiency.

Below is a summary the outcomes of declaring a shelter crisis or not declaring a shelter crisis in the Town of Paradise.

NO SHELTER CRISIS DECLARATION

- Since Butte County declared a shelter crisis on September 25, 2018, the County may provide HEAP Services countywide (including Paradise)
- Town is not eligible to apply directly for HEAP funding; however, service providers within the Town are still eligible to apply for HEAP funding to continue to provide services to the

homeless population in Paradise, but would not be eligible to apply for capital projects (e.g. homeless shelter, permanent building for SHOR, etc.)

- Vacant or underutilized Town properties/facilities could NOT be used for emergency sheltering without meeting all State and Local health/safety, zoning and building codes

YES SHELTER CRISIS DECARATION

- The Town of Paradise could apply to the CoC for HEAP funding. It should be noted that there are no plans for the Town to apply directly for one-time HEAP funds as there are no Town-identified projects.
- SHOR or other non-profits may apply for HEAP funding for Capital Improvements within the Town.
- Town may designate vacant or underutilized Town properties/facilities to be used for emergency sheltering without meeting all State and Local health/safety and building codes.
- Since Butte County declared Shelter Crisis on 9/25/18, the following are triggered:
 - County may provide HEAP Services countywide
 - County may provide HEAP Rental Subsidies and/or fund HEAP Capital Improvements within Town

Recommendation

Take into consideration the number of homeless in the Town of Paradise, hear testimony from the public and determine whether or not the Town of Paradise should declare a shelter crisis at this time.

Financial Impact

By declaring a shelter crisis, there is a risk of long-term fiscal impacts that are unknown due to the way that the State law is written. Future unfunded requirements and impacts to services may be assumed if the Town agrees to declare a shelter crisis in order to get the one-time HEAP funds. The other hidden impact is if the Town declares a shelter crisis and a local non-profit applies for funding for sheltering, the Town could be responsible for future costs---or would need to help find ways to fund activities paid for by this one-time State funded grant source.

Exhibit A

SHOR, the Sojourner's House on the Ridge,

A non-profit organization in the Town of Paradise that provides services to individuals who are homeless or who are at risk of becoming homeless. They offer access to multiple community resources essential to eliminating homelessness. SHOR works with all local social services and members of the faith community to offer people the tools they need to rebuild their life, including:

- Transportation to shelters
- Housing search assistance
- Phone/fax/email/mail
- Blankets and winter items
- Veterans services
- ID vouchers
- Computer access
- Job search assistance
- Assistance with Social Security and MediCal

Torres Shelter

A year-around emergency overnight shelter the Torres Shelter has a capacity of 160 people, and is currently at capacity which will likely remain the case through the winter months. According to volunteers there, the shelter is usually at about 85% of capacity in the warm weather months, reaching full capacity as the weather turns cold. However this year they have consistently been full starting in July/August. The Jesus Center also provides some emergency shelter as well as programs for people to find sustainable housing. They provide about 60 homeless individuals with shelter on any given night. The Esplanade House does not provide walk-in overnight shelter, but runs a program for individuals and families to break the homelessness cycle and find sustainable housing. They currently have a 6-12 month waiting list for their program. Homeless individuals in Paradise are often referred to these programs for shelter.

Oroville Rescue Mission

Emergency shelter and food distribution center. They also house The New Life Recovery program which gives chemically dependent persons a way to achieve recovery from drugs, and receive vocational and education training and help with relationship issues.
(inpatient/outpatient)

Psychiatric Health Facility (PHF)

A 16-bed, 24-hour acute non-medical facility providing a safe environment for people needing acute care for their mental illness during voluntary or involuntary admissions.

Saint Thomas More Parish

The church provides financial assistance to help the vulnerable. Whether it is money for unpaid rent, overnight shelter, food, or referrals, volunteers offer support to the poor in Butte County.

Chico Veterans Resource Hope Center

Veterans can get assistance from the non-profit. They offer government grants for paying rental

costs as part of homeless prevention and rapid rehousing. Other assistance includes funds to pay security deposits for housing relocation, help for utility deposits, and legal aid.

Housing Authority Of Butte County

Lease Guarantee Program and Tenant-based Rental Assistance, or TBRA. They combine everything from loans to guarantee a security deposit to long term rental subsidies as part of TBRA. Referrals are needed from one of over 10 non-profits in Butte County.

California Human Development Corporation

Using funds from the Community Service Block Grant, low income families, single mothers, and the elderly can get one time rent help. There is also job training and other support as well as applications to Section 8 HUD vouchers.

Farmworkers and those depending on agriculture for their income can get rent or utility assistance from the Drought Housing Rental Subsidies Program. All services are offered in both Spanish and English.

Community Action Agency Of Butte County Inc.

A non-profit that helps with rent or housing needs. Services range from money management to credit repair. There is also adult literacy, advice on applying for interest free loans or grants for rent, vocational education, and substance abuse counseling.

Jesus Center House Of Hope

A charity that operates a transitional housing shelter for women as well as homeless women or parents with children. It combines life skills classes, job training, and information on future rent and deposit programs that can help them.

Catalyst Domestic Violence Services

Emergency shelter and transitional housing services that includes counseling, referral services and legal aid.

The Greater Oroville Homeless Coalition

The Greater Oroville Homeless Coalition is housed in the Hope Center. The GOHC works to end homelessness one individual or family at a time, whether you are in trouble of losing your housing, or if you are trying to find housing.

Crisis Services

Available to all age groups unless otherwise noted. These services are accessed by self-referral or agency/department referrals.

Crisis Intervention Team (CIT)

A cooperative effort among local law enforcement, first responders, and behavioral health providers to improve the interaction and experience for parties involved in a mental health crisis.

Crisis Stabilization Unit (CSU)

The Crisis Stabilization Unit (CSU) offers voluntary mental health crisis services for any adult or youth experiencing acute psychiatric symptoms. The CSU helps resolve crises with the goal of linking consumers and their families to local community services. The purpose of the CSU is to assess the crisis, allowing time for the individual to be away from stimuli that may provoke the crisis. A consumer experiencing a psychiatric crisis can be in the CSU for up to 23 hours. Providers can then assess if the crisis can be resolved to the point that the consumer can reintegrate into the community, or if the crisis dictates a higher level of inpatient care. The CSU operates 24 hours a day, 7 days a week. *Toll Free: 800.334.6622*

Crisis Triage Connect***BUTTE COUNTY CRISIS LINE: (530) 891-2810***

The Crisis Triage program meets the need for an increased crisis triage staff at specific access points to expand current crisis services, as well as help consumers to avoid higher levels of care, in the least restrictive environment available. These access points include: the local hospital emergency rooms, and local homeless service centers. The Crisis Triage team facilitates consumer movement through the crisis continuum; this includes coordinating placement as needed, discharge planning, monitoring, and follow-up case management. This program includes these teams: Hospitalization & Discharge Planning Team, and Crisis Connect Team. Both teams are staffed by Butte County Behavioral Health.

Homeless Emergency Action Response Team (HEART)***Toll Free: 1.877.478.6292 or 1.877.4.RunAWAY***

The Homeless Emergency Action Response Team (HEART) program, ran by Youth For Change, provides street outreach services, a 24/7 crisis hotline and mobile response, emergency shelter, assessment, case management, and brief individual and family counseling to stabilize living situations and strengthen families.

Hospital Alternative Program (HAP)

Provided by Youth for Change, is a short term intensive service for youth ages 0 to 17 at risk of hospitalization.

Mobile Crisis Team

The Mobile Crisis Team (MCT) partners with law enforcement to provide crisis related outreach and engagement as well as respond to 911 requests regarding possible psychiatric or emotional crises in the community. MCT operates with the goal of reducing the use of involuntary psychiatric hospitalization when appropriate by providing consultation, crisis assessment and engagement of the individual in need, seeking alternative treatment resources, including referrals to voluntary psychiatric services as available.

Crisis Response Team

Evaluates adults and youth who are experiencing a crisis in an emergency room, schools, or other community settings on a referral basis.

**TOWN OF PARADISE
RESOLUTION NO. 18-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
DECLARING A SHELTER CRISIS IN THE TOWN OF PARADISE PURSUANT TO SB 850
(CHAPTER 48, STATUTES OF 2018 AND GOVERNMENT CODE 8698.2)**

WHEREAS, the Governor and Legislature provided funding to local governments under the Homeless Emergency Aid Program as part of Senate Bill (“SB”) 85 and the 2018-19 Budget Act (Chapter 48, Statutes 20-18); and

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

WHEREAS, the Town of Paradise finds that the number of homeless is significant, and these persons are without the ability to obtain shelter; and

WHEREAS, the Town of Paradise finds that the health and safety of unsheltered persons in the Town of Paradise is threatened by a lack of shelter.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise, California as follows:

SECTION 1. That a shelter crisis pursuant to Government Code 8698.2 exists in the Town of Paradise and authorizes the Town’s participation in the Homeless Emergency Aid Program.

AYES:

NOES:

ABSTAIN:

ABSENT:

Jody Jones, Mayor

APPROVED AS TO FORM:

ATTEST:

Dwight L. More, Town Attorney

Dina Volenski, CMC, Town Clerk

HOMELESS EMERGENCY AID PROGRAM (HEAP)

Frequently Asked Questions



Edmund G. Brown Jr., Governor
Secretary Alexis Podesta, Council Chair
Ginny Puddefoot, Executive Officer

Updated September 1, 2018



Homeless Emergency Aid Program (HEAP) Frequently Asked Questions

This document is a supplementary resource to the Homeless Emergency Aid Program (HEAP) Program Guidance document. Refer to the Homeless Coordinating and Financing Council (HCFC) website at [bcsb.ca.gov/hcfc](https://www.bcsb.ca.gov/hcfc) for more details or contact the Council for specific questions not answered here at hcfc@bcsb.ca.gov.

HEAP Applications

Q: Who is eligible to apply for HEAP funds?

A: The HEAP Program Guidance-Attachment B-Formula Funding Estimates identifies the 11 large cities and 43 Continuums of Care (CoC) that are eligible to apply for HEAP funds. Individual persons, cities (not identified as one of the 11 large cities), counties, and/or nonprofit organizations are not eligible to apply directly to HCFC for HEAP funds. Those interested in receiving HEAP funds will apply directly to their local CoC. HCFC encourages interested applicants to collaborate with their local CoC to determine the best use of funds and how funds will be disbursed.

Q: How do CoCs and large cities apply for HEAP funds?

A: There will be two separate applications. One for CoCs and another for the 11 large cities. The applications are scheduled to be released on September 5, 2018. All applications will be completed and submitted online. The application does not have a “save” feature to allow for partial completion of the application. Applications must be completed and submitted in one sitting. Once the application is successfully submitted, the applicant will receive a confirmation email that includes a copy of the application, a tracking number and a checklist of documents to be submitted to HCFC. The applicant **must** reply to the email and attach all items listed on the checklist for the application to be deemed complete.

An application map and instructions were released on August 17, 2018 and can be found on the HCFC website <https://www.bcsb.ca.gov/hcfc>. The application map is a tool designed to assist HEAP applicant entities collect the information necessary to complete the application ahead of the release of the official HEAP application. This should make completion of the actual application in one sitting easier.

- Q: As we are developing plans for use of HEAP funds, some of our jurisdictions will be ready to go sooner than others. Can we submit our application separately as the plans for each jurisdiction are completed up until the deadline?**
- A:** No. Only **one** application may be submitted by the CoC or large city per round. Upon approval of the application, there will be a single disbursement of the total distribution of funds allocated to each CoC or large city, as stated in HEAP Program Guidance Attachment B-Formula Funding Estimates.
- Q: Please define “local collaborative effort” and what type of supporting documentation is required.**
- A:** CoCs must demonstrate that a local collaborative effort has been conducted prior to application submission. A local collaborative process may include, but is not limited to, public meetings, regional homeless taskforce meetings, letters of support with signatures of endorsement and/or an adopted homelessness plan. Collaborative partners, at a minimum, should include representatives of local homeless service providers, homeless youth programs, law enforcement, behavioral health, and city and county public officials. Supporting documentation of collaboration may include, but is not limited to, sign-in sheets, agendas, meeting minutes and/or public comment logs.
- Q: Will we lose our allocation if we do not request it all in Round 1?**
- A:** Not completely, however, the allocations in Round 2 will be reduced to a proportional share of the HEAP funds remaining after Round 1. Funds not applied for in Round 1 will be redistributed between the 43 CoCs and 11 large cities in Round 2, using the same formula distribution methodology used in Round 1.
- Q: Will the 11 large cities share the \$150 million evenly?**
- A:** No. The 11 large cities’ funds are allocated in proportion to the percentage of homeless people in the large cities’ jurisdictions, based on the 2017 HUD PIT, as stated in the HEAP Program Guidance Attachment B-Formula Funding Estimates.
- Q: Are the 11 large cities also eligible to receive funds from the CoC?**
- A:** Yes. The 11 large cities may receive a share of HEAP funding through the CoC if they have declared a shelter crisis and the collaborative process results in an additional allocation for that city.
- Q: Will an AE be able to reprogram funds from one eligible activity and/or jurisdiction to another after the application is approved and funds are disbursed?**
- A:** Yes. There will be a change request document available to submit changes to the original application. These changes must be approved by HCFC prior to implementation. This document will be posted on the HCFC website at a later date. Please note that reprogrammed funds between jurisdictions can only be reallocated to jurisdictions that had a shelter crisis declaration in place at the time the funds were initially awarded.

Administrative Entity

Q: Who is the Administrative Entity (AE) for purposes of applying for HEAP funds?

A: For the allocations made to the 11 large cities pursuant to Health and Safety Code Section 50213(c), those cities are the AE.

For all other allocations made directly to a Continuum of Care (CoC) the AE means a unit of general purpose local government (city, county or a city that is also a county) or a nonprofit organization that has (1) **previously** administered federal Department of Housing and Urban Development (HUD) COC funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations, and (2) been designated by the CoC to administer program funds. For this application, COC and AE are used interchangeably.

Point-in-Time Count

Q: Can the jurisdiction use a homeless count different from the HUD Point-in-Time (PIT) count to apply for HEAP funding?

A: No. The statute specifically recognizes the 2017 HUD PIT count as the basis for determining the allocation structure for the program. Health and Safety Code Section 50210(f) states the “Homeless point-in-time count” means the 2017 homeless point-in-time counts pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.” The PIT numbers are identified in the HEAP Program Guidance Attachment B-Formula Funding Estimates.

Shelter Crisis Declaration

Q: Who has the authority to declare a shelter crisis?

A: The only entities that may declare a shelter crisis are cities, counties, and cities that are also counties, through their governing bodies, as defined in Government Code Section 8698. A CoC, or a Joint Powers Authority that acts as the CoC, may not declare a shelter crisis.

Q: Who qualifies for a waiver and what is the process to file a waiver?

A: Based on the 2017 HUD PIT, if a CoC has fewer than 1,000 homeless people, the cities and counties that are part of the CoC are exempt from declaring a shelter crisis [Health and Safety Code Section 50212(b)]. Once the on-line application is submitted, CoCs that qualify for a waiver will be required to submit, by email, the waiver form along with all other documents indicated.

Q: Can the county declare a shelter crisis that covers all jurisdictions within the county?

A: No. A county may not declare a shelter crisis that covers all jurisdictions within the county. The county **may** declare a shelter crisis for the unincorporated areas of the county.

Q: Do all the counties or cities that the AE represents have to declare a shelter crisis in order for the AE to submit a HEAP application?

A: No. Not all jurisdictions must declare a shelter crisis for an application to be submitted or to be awarded funds. However, only the jurisdictions that have declared a shelter crisis are eligible to receive HEAP funds from their CoC. As stated in Health and Safety Code Section 50212(a), “In order to be eligible for program funds, an [AE] shall demonstrate that . . .the jurisdiction or jurisdictions that the [AE] represents for which funding is requested have, at the time of the award, declared a shelter crisis.” As stated previously, CoCs that are eligible for a waiver will submit the waiver(s) during the application process.

Q: Is the city or county, as the AE for the CoC, required to pass a Board or Council resolution for HEAP?

A: No. The only Board or Council resolutions required are the shelter crisis declarations, if a city or county wants to be a direct recipient of HEAP funds through their CoC (or directly, in the case of the 11 large cities). CoCs that are eligible for a waiver are exempt from declaring a shelter crisis.

Q: Will the CoC’s allocation be reduced by a percentage for every city that does not declare a shelter crisis?

A: No. The allocation is not based on the number of cities within a CoC that declare a shelter crisis. The allocations are based on the 2017 HUD PIT count for the CoC in its entirety and a formula distribution methodology was used to determine the allocation for each CoC and the 11 large cities.

Distribution of HEAP Funds

Q: Can a jurisdiction that has not declared a shelter crisis be a direct recipient of HEAP funds from the CoC?

A: No. CoCs cannot disburse HEAP funds directly to a jurisdiction that has not declared a shelter crisis. Each jurisdiction (city, county, or city that is also a county) within the area represented by an AE must declare a shelter crisis if the jurisdiction wishes to be a recipient of HEAP funding. Further clarity regarding the specific requirements surrounding declaration of a shelter crisis is available in Chapter 7.8 (commencing with Section 8698) of Division 1 of Title 2 of the Government Code.

Q: How quickly will HEAP funds be disbursed?

A: At this time, HCFC expects to disburse the HEAP funds within 60 days of the date the application is submitted and deemed complete. A completed application includes the supporting documentation requested in the application. The approval process may extend beyond 60 days if the supporting documentation is incomplete and/or if there is a delay in the AE returning the signed standard agreement.

Q: Will we receive our HEAP fund allocation all at once?

A: Yes. One hundred percent of the allocation will be disbursed once the standard agreement is executed. Funds will be issued directly to the AE.

Q: What happens if we do not spend all of the program funds?

A: As stated in Health and Safety Code Section 50215(b)(2), “One hundred percent of program funds shall be contractually obligated by June 30, 2021. Any funds not expended by that date shall be returned to the agency and revert to the General Fund.”

Eligible Uses of HEAP Funds

Q: Do the programs I administer using HEAP funds need to comply with California’s Housing First policy?

A: Yes. In compliance with the requirements established under SB 1380 (Chapter 6.5 of Division 8 of the Welfare and Institutions Code), HCFC will require in all standard agreements that any program paid for with HEAP funds shall align and comply with the core components of Housing First as defined in Welfare and Institutions Code Section 8255(b).

Q: What are some examples of allowable uses for the HEAP funds?

A: The parameters of the program are intentionally broad, and the examples provided are not exhaustive. CoCs and the 11 large cities are encouraged to be creative and craft programs that meet specific needs that have been identified in their communities. Applicants must include in the application how the proposed activity is directly related to providing immediate emergency assistance to people experiencing homelessness or at imminent risk of homelessness, and that those uses are aligned with California’s Housing First policy. Eligible uses include, but are not limited to:

Services: Street outreach, health and safety education, criminal justice diversion programs, prevention services, navigation services, and operating support for short-term or comprehensive homeless services.

Rental assistance or subsidies: Housing vouchers, rapid re-housing programs, and eviction prevention strategies.

Capital improvements: Emergency shelter, transitional housing, drop-in centers, permanent supportive housing, small/tiny houses, and improvements to current structures that serve homeless individuals and families. Some communities are discussing solutions to address homelessness and the public health crisis by using funds for handwashing stations or public toilet and shower facilities.

Q: Can HEAP funds be used for capital projects such as construction of interim shelters or permanent supportive housing?

A: In general, HEAP funds can be used for capital projects. However, the HEAP funds are intended to provide immediate emergency assistance to people experiencing homelessness or at imminent risk of homelessness. In addition, there are expenditure deadlines and other requirements such as:

1. Fifty percent of funds must be contractually obligated by January 1, 2020 and one hundred percent of funds must be expended by June 30, 2021 [Health and Safety Code Section 50215(b)(1-2)].
2. HEAP funds cannot be used for capital projects in jurisdictions that **have not** declared a shelter crisis.

3. Shelter or housing projects must follow Housing First policies as stated in SB 1380 (Chapter 6.5 of Division 8 of the Welfare and Institutions Code).

Q: Are building projects, including new or renovation construction, paid for with HEAP funds subject to state prevailing wage?

A: HCFC considers HEAP funds to be “public funds” as that term is used in Labor Code § 1720. Nevertheless, there are a variety of factors that may affect whether a project will be required to pay state prevailing wage. It is recommended that applicants consult with an attorney and/or the Department of Industrial Relations to determine whether a planned building project will be required to pay state prevailing wage.

Q: Can HEAP funds be used to provide services in jurisdictions that do not declare a shelter crisis?

A: Yes. CoCs, cities, counties, and nonprofit organizations **may** expend HEAP funds for services that serve homeless individuals and families across jurisdictional lines. Counties **may** use HEAP funds allocated by the CoC to fund county activities that serve all county residents. HEAP funds **cannot** be used for rental assistance, rental subsidies or capital projects in jurisdictions that have not declared a shelter crisis.

Ineligible uses of HEAP Funds

Q: What are the restrictions or ineligible uses of HEAP funds?

A: Generally, if HEAP funds are used to pay for activities that serve homeless individuals or families or those at imminent risk of homelessness, the uses are allowed, with the following restrictions:

1. Jurisdictions that have not declared a shelter crisis **may not** be the direct recipient of HEAP funding.
2. CoCs, cities, counties, and nonprofit organizations **may not** use HEAP funds for capital projects, such as building or expanding a shelter or navigation center, or for rental assistance, within a jurisdiction that has not declared a shelter crisis.
3. HEAP funds **cannot** be used to fund HMIS infrastructure or improvements.
4. At least five percent of HEAP funds must be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness [Health and Safety Code Section 50214(c)].
5. Administrative costs are capped at five percent of program funds. This does not include staff costs directly related to carrying out program activities [Health and Safety Code 50214(b)].
6. HEAP funds **cannot** be used to create a strategic plan for addressing homelessness.
7. HEAP funds **cannot** be expended after June 30, 2021. Any long-term projects that would require payment after that date are not appropriate uses of HEAP funds.
8. Expenditures not intended for the purposes of providing aid for persons who are homeless or at imminent risk of homelessness are not appropriate uses of HEAP funds.

This is not an exhaustive list of examples of ineligible uses. Contact the Homeless Coordinating and Financing Council with any questions about use eligibility for HEAP funds: hcfc@bcsh.ca.gov.

Homeless Youth Set-Aside

Q: What is the definition of “Homeless Youth”?

A: Consistent with other state and federal definitions, HCFC considers “homeless youth” to mean an unaccompanied homeless individual who is not older than 24, for purposes of HEAP. Homeless individuals not older than 24 who are parents are included in this definition.

Q: Can we use more than five percent of our allocation for homeless youth?

A: Yes. The five percent set-aside is a minimum amount. The CoCs and 11 large cities may choose to spend additional funds for this target population. It will be important for CoCs and the 11 large cities to collaborate with youth advocates and service providers to determine the most appropriate activities to address youth homelessness.

Q: Are we required to use the homeless youth set-aside for separate programs for homeless youth or can we incorporate it into other homelessness programs?

A: No, it does not have to be used for separate programs. However, the services provided for adults who are homeless may not be appropriate interventions or services for youth. HCFC strongly encourages the CoCs and 11 large cities to collaborate with those who work directly with this population, such as schools and educators, youth program providers, after school programs, and community centers to determine the best use of funds.

Reporting Requirements

Q: What are the program reporting requirements?

A: As stated in Health and Safety Code Section 50215(a)(1), “No later than January 1, 2020, each recipient of program funds shall submit to the agency a report.” HCFC will include reporting requirements in the standard agreement executed prior to distribution of HEAP funds to each large city or CoC. At this time, the reporting requirements include contract expenditures, the number of homeless individuals served by program funds, and the progress toward state and local homelessness goals. An additional report will be due no later than January 1, 2021, with a final report due shortly after June 30, 2021. AEs will need to submit confirmation that no less than 50 percent of program funds have been contractually obligated by January 1, 2020.

Q: How will the State monitor the program?

A: HCFC will use the report submitted on or before January 1, 2020 to ensure that AEs are on track to expend 100 percent of program funds by June 30, 2021. In addition to the reporting requirements above, it is expected that CoCs and large cities will provide direct oversight to recipients of HEAP funds.

HOMELESS EMERGENCY AID PROGRAM (HEAP)

Program Guidance



Edmund G. Brown Jr., Governor
Secretary Alexis Podesta, Council Chair
Ginny Puddefoot, Executive Officer

August 22, 2018

**Homeless Emergency Aid Program (HEAP) Grant
Program Guidance – August 2018**

The California Homeless Coordinating and Financing Council (HCFC) is pleased to announce the launch of the Homeless Emergency Aid Program (HEAP). HEAP is a \$500 million block grant program designed to provide direct assistance to cities and counties to address the homelessness crisis throughout California. HEAP is authorized by Senate Bill (SB) 850, which was signed into law by Governor Brown in June 2018. This overview provides a program timeline with key milestones and delineates when stakeholders may expect program deliverables.

Available Funding

HEAP funding is divided into three categories for distribution.

Category for Distribution	Funded Amount	Eligible Applicants
Continuum of Care – Based on Point in Time Count Ranges [SB 850: Section 2, Chapter 5, 50213 (a)]	\$250,000,000	Continuum of Care (CoC)
Continuum of Care – Based on Percent of Homeless Population [SB 850: Section 2, Chapter 5, 50213 (b)]	\$100,000,000	Continuum of Care (CoC)
City / City that is also a County – Based on Population [SB 850: Section 2, Chapter 5, 50213 (c)]	\$150,000,000	Large cities with a population over 330,000

Eligible Uses

HEAP funds are intended to provide funding to Continuums of Care (CoCs) and large cities with populations over 330,000, so they may provide immediate emergency assistance to people experiencing homelessness or those at imminent risk of homelessness. Eligible uses include, but are not limited to the following:

- a. Homelessness prevention activities,
- b. Criminal justice diversion programs for homeless individuals with mental health needs,
- c. Establishing or expanding services meeting the needs of homeless youth or youth at risk of homelessness, and
- d. Emergency aid.

The parameters of the program are intentionally broad to allow local communities to be creative and craft programs that meet the specific needs they have identified. All activities must directly benefit the target population.

Expenditure Deadlines

The HEAP statute mandates that 50 percent of the awarded funds must be contractually obligated by January 1, 2020. Additionally, 100 percent of the funds must be expended by

June 30, 2021. Unexpended funds must be returned to the Business, Consumer Services and Housing Agency (BCSH) and will revert to the General Fund. Finally, administrative costs are capped at five percent of program funds, but this does not include staff costs directly related to carrying out program activities.

Eligible Applicants

For the HEAP program, an Administrative Entity (AE) is the CoC. The CoC is the eligible applicant for HEAP funding for the same geographic boundaries for which it administers federal Department of Housing and Urban Development CoC funds. Large cities with populations over 330,000 are also eligible applicants. Please refer to the California Department of Finance [website](#) for population estimates. Large city grant applicants will enter into a contract with Business, Consumer Services, and Housing Agency (BCSH) and administer their own funds separately; however, they will still be expected to collaborate with their CoC.

Shelter Crisis Declaration

The shelter crisis declaration is required for all cities and counties within a CoC that wish to receive HEAP funds, except for CoCs with fewer than 1,000 homeless people, based on the 2017 Point in Time count. Each incorporated city must declare a shelter crisis pursuant to Chapter 7.8 (commencing with Section 8698) of Division 1 of Title 2 of the Government Code. Counties may declare a shelter crisis only for the unincorporated areas of the county. The declaration is a resolution that must be adopted by the governing body of a jurisdiction or jurisdictions within a CoC or large city. A sample resolution has been provided (see attachment A). If a CoC has fewer than 1,000 homeless people, they may submit with their application a waiver exempting all cities and the counties that are part of the CoC from declaring a shelter crisis.

Pre-Application Program Timeline

Beginning in early August, the HEAP team will begin the distribution of key program information and documents. These pre-application materials will help inform the local collaborative process and assist stakeholders as they plan their applications.

Program Guidance, Timeline, Sample Shelter Crisis Resolution, Funding Allocations	
August 3, 2018	The guidance document includes a program timeline, sample resolution and funding allocation spreadsheet.
HEAP Frequently Asked Questions	
August 10, 2018	The FAQs will be updated on a regular basis on the HCFC website: http://www.bcsb.ca.gov/hcfc/
Sample Application and Instructions	
August 17, 2018	An application map and instructions will be released in advance of the HEAP Notice of Funding Availability (NOFA). The map will track to the application and walk the applicant thru the application process and the information needed to complete the application.
August 20, 2018	Application instructions will be distributed along with the sample application.
Workshops/Webinars - Application Training Documents	
August 13 – Ongoing	Outreach and technical assistance will be conducted by the HEAP team. A detailed schedule will be posted on the HCFC website at a later date.

Application Timeline

Applications will be accepted immediately upon release of the Round 1 Notice of Funding Availability (NOFA) beginning on September 5, 2018. The Round 2 NOFA is planned for release on February 15, 2019. If, after the second round of awards, not all funds have been claimed by all administrative entities, the BCSH shall, no later than June 15, 2019, work with the Department of Finance to identify an appropriate allocation methodology for a third round of awards or determine if any unallocated funds should revert to the General Fund.

Round 1	
NOFA Release	September 5, 2018
Early Applications Reviews Start***	Starting in September 2018
Early Applications Awarded	Starting in September 2018
Early Distribution of Funds Begins	Starting in late October 2018
Round 1 Application Cut-off Date	No later than December 31, 2018
Standard Applications Awarded	No later than January 2019
Standard Distribution of Funds Begins	April 2019
Round 2	
NOFA Release	February 15, 2019
Early Applications Reviews Start***	Starting in February 2019
Early Applications Awarded	Starting in February 2019
Early Distribution of Funds Begins	Starting in late March 2019
Round 2 Application Cut-off Date	No later than April 30, 2019
Standard Applications Awarded	No later than May 2019
Standard Distribution of Funds Begins	July 2019

***The HEAP team, recognizing the urgent need in cities and counties, encourages early applications and will review applications, make award decisions, and disburse funds on a rolling basis, immediately upon receipt.

Application Process

HEAP applications will be received through an online portal, with supporting attachments submitted via email. There are separate applications for CoCs and LCs. The applicant (CoC or large city) must submit with the application proof that a resolution declaring a shelter crisis has been approved for all jurisdictions receiving funds. Applicants must conduct a local collaborative application process to determine how HEAP funds will be utilized in the CoC or large city. The submitting entity must also demonstrate coordination with stakeholders, including but not limited to, homeless service and housing providers, law enforcement, cities, and homeless advocates whose general service area falls within the CoC or large city. The CoC or large city, in turn, may make sub-awards to entities it determines are qualified to carry out the eligible activities and operate within areas with approved shelter crisis status.

Special Notes

Collaboration

CoCs and large cities must demonstrate that a local collaborative effort has been conducted prior to application submission. A collaborative process may include, but is not limited to, a

Public meeting, regional homeless taskforce meeting, letters of support with signatures of endorsement, an adopted homeless plan, and an adopted budget which includes HEAP funds. Proof of a public process may include sign-in sheets, meeting minutes, agendas, and public comment logs, among other items. It is important that a wide enough range of participants are consulted as part of this process. Participants should include representatives of local homeless service provider entities, law enforcement, behavioral health, and city and county public officials.

Homeless Youth

The HEAP statute requires a minimum investment of five percent of all awards be set aside for emergency assistance for homeless youth. The HEAP team encourages and expects local CoCs and large cities to work with youth advocates and related stakeholders to consider the level of investment that makes sense for this most vulnerable segment of the target population.

Contact the Program

The HCFC will be providing ongoing technical assistance and training to support CoCs and large cities in successfully applying for and administering HEAP funds. Additional information regarding the HEAP program is available on the HCFC [website](#). To receive information releases regarding the HEAP program, please register for the program [listserv](#). If you have questions, please direct them to the HCFC inbox at HCFC@BCSH.ca.gov.

DRAFT

Sample Resolution: Declaration of a Shelter Crisis

RESOLUTION NO. _____

RESOLUTION OF [insert name of local governing body, e.g. City Council or County Board of Supervisors] OF THE [insert name of jurisdiction, e.g. City or County here] _____, STATE OF CALIFORNIA declaring a shelter crisis pursuant to SB 850 (Chapter 48, Statutes of 2018 and Government Code § 8698.2).

The _____ [insert name of local governing body, e.g. City Council or County Board of Supervisors] Finds:

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

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

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

WHEREAS, [insert name of city or county here] has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness;

WHEREAS, [insert name of city or county here] finds that Insert the 2017 Point in Time Count for the jurisdiction persons within the [insert name of city or county here] are homeless and living without shelter;

REQUIRED

WHEREAS, [insert name of city or county here] finds that the number of homeless is significant, and these persons are without the ability to obtain shelter;

WHEREAS, [insert name of city or county here] finds that the health and safety of unsheltered persons in the [insert City or County] is threatened by a lack of shelter;

WHEREAS, [insert name of city or county here] affirms the [insert: City’s or County’s] _____ commitment to combatting homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in our communities;

NOW, THEREFORE, BE IT RESOLVED BY THE [insert name of city council or county board of supervisors here] _____, CALIFORNIA, that a **shelter crisis** pursuant to Government Code §8698.2 exists in [insert name of city or county here] _____, and authorizes the [insert: City's or County's] _____ participation in the Homeless Emergency Aid Program.

Required: This is a specific term used in the code. Other terms such as shelter emergency, or homeless crisis are not sufficient.

PASSED AND ADOPTED by the [insert governing body here] _____ of the [insert name of city or county here] _____, State of California at the meeting of the said [insert Board or City Council] held on the ___ day of _____ by the following vote:

- AYES:** [insert name of local governing body]: _____
- NOES:** [insert name of local governing body]: _____
- ABSTAIN:** [insert name of local governing body]: _____
- ABSENT:** [insert name of local governing body]: _____

By: _____
_____, CHAIR PERSON
_____ [insert name of local governing body]

ATTEST:
By: _____
Date: _____

APPROVED AS TO LEGAL FORM:
By: _____
Date: _____

Attachment B – Formula Funding Estimates

CoC Number	Jurisdiction	Total Homeless, 2017	Percent of Total State Homeless, 2017	Section 50213(a) Per Jurisdiction portion of \$250M	Section 50213(b) \$100M Distribution Based on Percent of Homeless Population	Total of CoC Distribution per 50213(a) and (b)	50214(c) 5% Minimum Youth Set-aside Per Continuum of Care total of 50213(a) and (b)
CA-600	Los Angeles City & County	55,188	41.100%	\$ 40,000,000.00	\$ 41,099,807.86	\$ 81,099,807.86	\$ 4,054,990.39
CA-601	San Diego City & County	9,160	6.822%	\$ 12,000,000.00	\$ 6,821,668.48	\$ 18,821,668.48	\$ 941,083.42
CA-500	San Jose/Santa Clara City & County	7,394	5.506%	\$ 12,000,000.00	\$ 5,506,486.54	\$ 17,506,486.54	\$ 875,324.33
CA-501	San Francisco	6,858	5.107%	\$ 12,000,000.00	\$ 5,107,314.68	\$ 17,107,314.68	\$ 855,365.73
CA-502	Oakland, Berkeley/Alameda County	5,629	4.192%	\$ 12,000,000.00	\$ 4,192,049.33	\$ 16,192,049.33	\$ 809,602.47
CA-602	Santa Ana, Anaheim/Orange County	4,792	3.569%	\$ 12,000,000.00	\$ 3,568,715.65	\$ 15,568,715.65	\$ 778,435.78
CA-503	Sacramento City & County	3,665	2.729%	\$ 10,000,000.00	\$ 2,729,412.12	\$ 12,729,412.12	\$ 636,470.61
CA-506	Salinas/Monterey, San Benito Counties	3,364	2.505%	\$ 10,000,000.00	\$ 2,505,250.30	\$ 12,505,250.30	\$ 625,262.52
CA-504	Santa Rosa, Petaluma/Sonoma County	2,835	2.111%	\$ 10,000,000.00	\$ 2,111,291.50	\$ 12,111,291.50	\$ 605,564.57
CA-608	Riverside City & County	2,406	1.792%	\$ 8,000,000.00	\$ 1,791,805.06	\$ 9,791,805.06	\$ 489,590.25
CA-508	Watsonville/Santa Cruz City & County	2,249	1.675%	\$ 8,000,000.00	\$ 1,674,883.45	\$ 9,674,883.45	\$ 483,744.17
CA-514	Fresno City & County/Madera County	2,016	1.501%	\$ 8,000,000.00	\$ 1,501,362.84	\$ 9,501,362.84	\$ 475,068.14
CA-609	San Bernardino City & County	1,866	1.390%	\$ 8,000,000.00	\$ 1,389,654.30	\$ 9,389,654.30	\$ 469,482.71
CA-606	Long Beach	1,863	1.387%	\$ 8,000,000.00	\$ 1,387,420.13	\$ 9,387,420.13	\$ 469,371.01
CA-603	Santa Maria/Santa Barbara County	1,860	1.385%	\$ 8,000,000.00	\$ 1,385,185.96	\$ 9,385,185.96	\$ 469,259.30
CA-510	Turlock, Modesto/Stanislaus County	1,661	1.237%	\$ 6,000,000.00	\$ 1,236,985.95	\$ 7,236,985.95	\$ 361,849.30
CA-505	Richmond/Contra Costa County	1,607	1.197%	\$ 6,000,000.00	\$ 1,196,770.88	\$ 7,196,770.88	\$ 359,838.54
CA-511	Stockton/San Joaquin County	1,542	1.148%	\$ 6,000,000.00	\$ 1,148,363.84	\$ 7,148,363.84	\$ 357,418.19
CA-512	Daly City/San Mateo County	1,253	0.933%	\$ 4,000,000.00	\$ 933,138.71	\$ 4,933,138.71	\$ 246,656.94
CA-509	Mendocino County	1,238	0.922%	\$ 4,000,000.00	\$ 921,967.86	\$ 4,921,967.86	\$ 246,098.39

Attachment B – Formula Funding Estimates Continued

CoC Number	Jurisdiction	Total Homeless, 2017	Percent of Total State Homeless, 2017	Section 50213(a) Per Jurisdiction portion of \$250M	Section 50213(b) \$100M Distribution Based on Percent of Homeless Population	Total of CoC Distribution per 50213(a) and (b)	50214(c) 5% Minimum Youth Set-aside Per Continuum of Care total of 50213(a) and (b)
CA-518	Vallejo/Solano County	1,232	0.917%	\$ 4,000,000.00	\$ 917,499.52	\$ 4,917,499.52	\$ 245,874.98
CA-519	Chico, Paradise/Butte County	1,195	0.890%	\$ 4,000,000.00	\$ 889,944.74	\$ 4,889,944.74	\$ 244,497.24
CA-613	Imperial County	1,154	0.859%	\$ 4,000,000.00	\$ 859,411.07	\$ 4,859,411.07	\$ 242,970.55
CA-611	Oxnard, San Buenaventura/Ventura County	1,152	0.858%	\$ 4,000,000.00	\$ 857,921.63	\$ 4,857,921.63	\$ 242,896.08
CA-614	San Luis Obispo County	1,125	0.838%	\$ 4,000,000.00	\$ 837,814.09	\$ 4,837,814.09	\$ 241,890.70
CA-507	Marin County	1,117	0.832%	\$ 4,000,000.00	\$ 831,856.30	\$ 4,831,856.30	\$ 241,592.81
CA-515	Roseville, Rocklin/Placer, Nevada Counties	979	0.729%	\$ 2,000,000.00	\$ 729,084.44	\$ 2,729,084.44	\$ 136,454.22
CA-516	Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, Sierra Counties	934	0.696%	\$ 2,000,000.00	\$ 695,571.87	\$ 2,695,571.87	\$ 134,778.59
CA-513	Visalia/Kings, Tulare Counties	853	0.635%	\$ 2,000,000.00	\$ 635,249.26	\$ 2,635,249.26	\$ 131,762.46
CA-604	Bakersfield/Kern County	810	0.603%	\$ 2,000,000.00	\$ 603,226.14	\$ 2,603,226.14	\$ 130,161.31
CA-524	Yuba City & County/Sutter County	760	0.566%	\$ 2,000,000.00	\$ 565,989.96	\$ 2,565,989.96	\$ 128,299.50
CA-522	Humboldt County	759	0.565%	\$ 2,000,000.00	\$ 565,245.24	\$ 2,565,245.24	\$ 128,262.26
CA-525	El Dorado County	602	0.448%	\$ 1,000,000.00	\$ 448,323.63	\$ 1,448,323.63	\$ 72,416.18
CA-607	Pasadena	575	0.428%	\$ 1,000,000.00	\$ 428,216.09	\$ 1,428,216.09	\$ 71,410.80
CA-521	Davis, Woodland/Yolo County	459	0.342%	\$ 1,000,000.00	\$ 341,828.15	\$ 1,341,828.15	\$ 67,091.41
CA-520	Merced City & County	454	0.338%	\$ 1,000,000.00	\$ 338,104.53	\$ 1,338,104.53	\$ 66,905.23
CA-529	Lake County	401	0.299%	\$ 1,000,000.00	\$ 298,634.18	\$ 1,298,634.18	\$ 64,931.71
CA-526	Tuolumne, Amador, Calaveras, Mariposa Counties	367	0.273%	\$ 1,000,000.00	\$ 273,313.57	\$ 1,273,313.57	\$ 63,665.68
CA-517	Napa City & County	315	0.235%	\$ 1,000,000.00	\$ 234,587.94	\$ 1,234,587.94	\$ 61,729.40
CA-523	Colusa, Glen, Trinity Counties	176	0.131%	\$ 500,000.00	\$ 131,071.36	\$ 631,071.36	\$ 31,553.57
CA-612	Glendale	168	0.125%	\$ 500,000.00	\$ 125,113.57	\$ 625,113.57	\$ 31,255.68
CA-527	Tehama County	124	0.092%	\$ 500,000.00	\$ 92,345.73	\$ 592,345.73	\$ 29,617.29
CA-530	Alpine, Inyo, Mono Counties	121	0.090%	\$ 500,000.00	\$ 90,111.56	\$ 590,111.56	\$ 29,505.58



HEAP Large Cities Allocation

CoC Number	Jurisdiction	50213(c) Large Cities \$150,000,000 Allocation	50214(c) Minimum Youth Set Aside Per Large City Allocation
CA-600	Los Angeles	\$ 85,013,607.00	\$ 4,250,680.35
CA-601	San Diego	\$ 14,110,397.95	\$ 705,519.90
CA-500	San Jose	\$ 11,389,987.16	\$ 569,499.36
CA-501	San Francisco	\$ 10,564,313.22	\$ 528,215.66
CA-502	Oakland	\$ 8,671,116.82	\$ 433,555.84
CA-602	Santa Ana	\$ 3,690,885.84	\$ 184,544.29
CA-602	Anaheim	\$ 3,690,885.84	\$ 184,544.29
CA-503	Sacramento	\$ 5,645,699.61	\$ 282,284.98
CA-514	Fresno	\$ 3,105,519.90	\$ 155,276.00
CA-606	Long Beach	\$ 2,869,833.12	\$ 143,491.66
CA-604	Bakersfield	\$ 1,247,753.53	\$ 62,387.68


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GOVERNMENT CODE - GOV

TITLE 2. GOVERNMENT OF THE STATE OF CALIFORNIA [8000 - 22980] (Title 2 enacted by Stats. 1943, Ch. 134.)

DIVISION 1. GENERAL [8000 - 8899.24] (Division 1 enacted by Stats. 1943, Ch. 134.)

CHAPTER 7.8. Shelter Crisis [8698 - 8698.4]

(Chapter 7.8 added by Stats. 1987, Ch. 1116, Sec. 2.)

8698. For purposes of this chapter, the following definitions shall apply:

- (a) "Political subdivision" includes the state, any city, city and county, county, special district, or school district or public agency authorized by law.
- (b) "Governing body" means the following:
- (1) The Governor for the state.
 - (2) The legislative body for a city or city and county.
 - (3) The board of supervisors for a county.
 - (4) The governing board or board of trustees for a district or other public agency.
 - (5) An official designated by ordinance or resolution adopted by a governing body, as defined in paragraph (2), (3), or (4).
- (c) "Public facility" means any facility of a political subdivision including parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained, or any combination thereof, by the political subdivision through money derived by taxation or assessment.
- (d) "Declaration of a shelter crisis" means the duly proclaimed existence of a situation in which a significant number of persons are without the ability to obtain shelter, resulting in a threat to their health and safety.
- (e) "Emergency bridge housing community" means any new or existing facilities, including, but not limited to, housing in temporary structures, including, but not limited to, emergency sleeping cabins consistent with the requirements of subdivision (h) of Section 8698.3 that are reserved for homeless persons and families, together with community support facilities, including, but not limited to, showers and bathrooms adequate to serve the anticipated number of residents all of which may be located on property leased or owned by a political subdivision. An emergency bridge housing community shall include supportive and self-sufficiency development services, have the ultimate goal of moving homeless persons to permanent housing as quickly as reasonably possible, and limit rents and service fees to an ability-to-pay formula reasonably consistent with the United States Department of Housing and Urban Development's requirements for subsidized housing for low-income persons.
- (Amended by Stats. 2016, Ch. 691, Sec. 1. (AB 2176) Effective January 1, 2017.)*

8698.1. Upon a declaration of a shelter crisis, the following provisions shall apply during the period of the emergency.

- (a) The political subdivision shall be immune from liability for ordinary negligence in the provision of emergency housing pursuant to Section 8698.2. This limitation of liability shall apply only to conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing. This section does not limit liability for grossly negligent, reckless, or intentional conduct which causes injury.
- (b) The provisions of any state or local regulatory statute, regulation, or ordinance prescribing standards of housing, health, or safety shall be suspended to the extent that strict compliance would in any way prevent, hinder, or delay the mitigation of the effects of the shelter crisis. Political subdivisions may, in place of such standards, enact municipal health and safety standards to be operative during the housing emergency consistent with ensuring

minimal public health and safety. The provisions of this section apply only to additional public facilities open to the homeless pursuant to this chapter.

(Added by Stats. 1987, Ch. 1116, Sec. 2. Effective September 25, 1987.)

8698.2. (a) (1) The governing body may declare a shelter crisis, and may take such action as is necessary to carry out the provisions of this chapter, upon a finding by that governing body that a significant number of persons within the jurisdiction of the governing body are without the ability to obtain shelter, and that the situation has resulted in a threat to the health and safety of those persons.

(2) For purposes of this chapter, the governing body of the state, in making a declaration of a shelter crisis pursuant to paragraph (1), may limit that declaration to any geographical portion of the state.

(b) Upon a declaration of a shelter crisis pursuant to subdivision (a), the political subdivision may allow persons unable to obtain housing to occupy designated public facilities during the duration of the state of emergency.

(Added by Stats. 1987, Ch. 1116, Sec. 2. Effective September 25, 1987.)

8698.3. Notwithstanding any other provisions in this chapter, upon a declaration of a shelter crisis by the City of San Jose, the following shall apply during a shelter crisis:

(a) Emergency housing may include an emergency bridge housing community for the homeless located or constructed on any city-owned or city-leased land, including land acquired with low- and moderate-income housing funds.

(b) (1) The city, in lieu of compliance with state and local building, housing, health, habitability, or safety standards and laws, may adopt by ordinance reasonable local standards for the design, site development, and operation of emergency bridge housing communities and the structures and facilities therein, to the extent that it is determined at the time of adoption that strict compliance with state and local standards or laws in existence at the time of that adoption would in any way prevent, hinder, or delay the mitigation of the effects of the shelter crisis. The Department of Housing and Community Development shall review the city's draft ordinance to ensure it addresses minimum health and safety standards. The department shall, as set forth in Section 9795 of the Government Code, provide its findings to the Senate and Assembly housing committees and the Senate Judiciary Committee within 30 calendar days of receiving the draft ordinance.

(2) During the shelter crisis, except as provided in this section, provisions of any state or local building, housing, health, habitability, or safety standards or laws shall be suspended for the emergency bridge housing communities provided that the city has adopted health and safety standards for emergency bridge housing communities consistent with ensuring minimal public health and safety and those standards are complied with. Landlord tenant laws codified in Sections 1941 to 1942.5, inclusive, of the Civil Code providing a cause of action for habitability or tenantability, shall be suspended for the emergency bridge housing communities provided that the city has adopted health and safety standards for emergency bridge housing communities and those standards are complied with. During the shelter crisis, the local and state law requirements for an emergency bridge housing project to be consistent with the local land use plans, including the general plan, shall be suspended.

(3) This section applies only to a public facility or an emergency bridge housing community reserved for the homeless pursuant to this chapter.

(c) An emergency bridge housing community constructed or allowed under this chapter shall not be subject to the Special Occupancy Parks Act (Part 2.3 (commencing with Section 18860) of Division 13 of the Health and Safety Code), the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code), or the Mobilehome Residency Law (Chapter 2.5 (commencing with Section 798) of Title 2 of Part 2 of Division 2 of the Civil Code).

(d) An emergency bridge housing community that complies with the applicable requirements of the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended by the ADA Amendments Act of 2008 (Public Law 110-325), shall be exempt from Part 2.5 (commencing with Section 54) of Division 1 of the Civil Code and actions thereunder for the duration of the shelter crisis.

(e) The city shall match each resident of an emergency bridge housing community to an affordable housing unit identified in the city's housing plan that shall be available for the resident to live in on or before January 1, 2022.

(f) On or before July 1, 2017, the city shall develop a plan for every emergency bridge housing community to include on-site supportive services. The city shall make the report publicly available.

(g) On or before January 1, 2018, and annually thereafter, the city shall report to the Legislature the number of residents in every emergency bridge housing community, the number of residents who have moved from an emergency bridge housing community into permanent affordable housing, the average time required for a reside

to receive a permanent affordable housing unit, and the actual and projected number of permanent affordable housing units available through January 1, 2022.

(h) An "emergency sleeping cabin" means a relocatable hard-sided structure that may be used for occupancy only pursuant to Section 8698 and this section. It shall have a raised floor area of no less than 120 square feet of interior space for two occupants and a minimum of 70 square feet of interior space for one occupant. It shall contain no plumbing or gas service. An emergency sleeping cabin shall meet a minimum of a 20 pounds per square foot live load roof structure, shall be provided light, heat, and ventilation, and shall comply with minimum emergency bridge housing design standards as follows:

- (1) Electrical power available as needed to meet the light and heat requirements of this subdivision. The source of electricity may be solar power.
 - (2) At least one interior lighting fixture.
 - (3) Electrical heating equipment approved for residential use.
 - (4) Means of ventilation allowing for adequate air replacement.
 - (5) At least one GFCI-protected receptacle for use by the occupant or occupants.
 - (6) At least two forms of egress placed remotely from each other, one of which may be an egress window with a sill height of not more than 44 inches from the floor, a minimum net opening height of 24 inches, and a minimum width of 20 inches.
 - (7) A privacy lock on each door.
 - (8) When required to meet accessibility requirements, compliance with the applicable requirements specified in Chapter 11B of the California Building Code.
 - (9) One permanently wired smoke alarm with battery backup, listed and labeled in accordance with UL 217, installed in accordance with the California Residential Code and NFPA 72. Battery powered alarms are permissible in lieu of wired alarms only when the cabin is solar powered and other electrical service is not supplied to the cabin. Smoke alarms shall be listed and approved by the State Fire Marshal.
 - (10) This subdivision shall remain operative until the date on which the California Building Standards Commission includes standards in the California Building Standards Code that conform to this subdivision.
- (i) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

(Added by Stats. 2016, Ch. 691, Sec. 2. (AB 2176) Effective January 1, 2017. Repealed as of January 1, 2022, by its own provisions.)

8698.4. (a) Notwithstanding any other provision in this chapter, upon a declaration of a shelter crisis by the City of Berkeley, Emeryville, Los Angeles, Oakland, or San Diego, the County of Santa Clara, or the City and County of San Francisco, the following shall apply to the respective city, county, or city and county during a shelter crisis:

- (1) Emergency housing may include homeless shelters for the homeless located or constructed on any land owned or leased by a city, county, or city and county, including land acquired with low- and moderate-income housing funds.
- (2) (A) (i) The city, county, or city and county, in lieu of compliance with local building approval procedures or state housing, health, habitability, planning and zoning, or safety standards, procedures, and laws, may adopt by ordinance reasonable local standards and procedures for the design, site development, and operation of homeless shelters and the structures and facilities therein, to the extent that it is determined at the time of adoption that strict compliance with state and local standards or laws in existence at the time of that adoption would in any way prevent, hinder, or delay the mitigation of the effects of the shelter crisis. The Department of Housing and Community Development shall review and approve the city's, county's, or city and county's draft ordinance to ensure it addresses minimum health and safety standards. The department shall, as set forth in Section 9795, provide its findings to the Senate Committee on Transportation and Housing and the Assembly Committee on Housing and Community Development within 30 calendar days of receiving the draft ordinance.
- (ii) During the shelter crisis, except as provided in this section, provisions of any housing, health, habitability, planning and zoning, or safety standards, procedures, or laws shall be suspended for homeless shelters, provided that the city, county, or city and county has adopted health and safety standards and procedures for homeless shelters consistent with ensuring minimal public health and safety and those standards are complied with. Landlord tenant laws codified in Sections 1941 to 1942.5, inclusive, of the Civil Code providing a cause of action for habitability or tenantability shall be suspended for homeless shelters, provided that the city, county, or city and county has adopted health and safety standards for homeless shelters and those standards are complied with.

During the shelter crisis, the local and state law requirements for homeless shelters to be consistent with the local land use plans, including the general plan, shall be suspended.

(B) This section applies only to a public facility or homeless shelters reserved entirely for the homeless pursuant to this chapter.

(3) Homeless shelters constructed or allowed under this chapter shall not be subject to the Special Occupancy Parks Act (Part 2.3 (commencing with Section 18860) of Division 13 of the Health and Safety Code), the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code), or the Mobilehome Residency Law (Chapter 2.5 (commencing with Section 798) of Title 2 of Part 2 of Division 2 of the Civil Code).

(4) On or before July 1, 2019, the city, county, or city and county shall develop a plan to address the shelter crisis, including, but not limited to, the development of homeless shelters and permanent supportive housing, as well as onsite supportive services. The city, county, or city and county shall make the plan publicly available.

(5) On or before January 1, 2019, and annually thereafter until January 1, 2021, if the city, county, or city and county has declared a shelter crisis, the city, county, or city and county shall report all of the following to the Senate Committee on Transportation and Housing and the Assembly Committee on Housing and Community Development:

(A) The total number of residents in homeless shelters within the city, county, or city and county.

(B) The total number of residents who have moved from a homeless shelter into permanent supportive housing within the city, county, or city and county.

(C) The estimated number of permanent supportive housing units.

(D) The number of residents who have exited the system and are no longer in need of a homeless shelter or permanent supportive housing within the city, county, or city and county.

(E) The number of new homeless shelters built pursuant to this section within the city, county, or city and county.

(F) New actions the city, county, or city and county is taking under the declared shelter crisis to better serve the homeless population and to reduce the number of people experiencing homelessness.

(b) For purposes of this section, the following terms have the following meanings:

(1) "Homeless shelter" means a facility with overnight sleeping accommodations, the primary purpose of which is to provide temporary shelter for the homeless that is not in existence after the declared shelter crisis. A temporary homeless shelter community may include supportive and self-sufficiency development services.

(2) "Permanent supportive housing" means housing for people who are homeless, with no limit on length of stay, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

(c) This section shall remain in effect only until January 1, 2021, and as of that date is repealed.

(Added by Stats. 2017, Ch. 786, Sec. 1. (AB 932) Effective January 1, 2018. Repealed as of January 1, 2021, by its own provisions.)


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SB-850 Housing. (2017-2018)

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Senate Bill No. 850

CHAPTER 48

An act to amend Section 65913.4 of the Government Code, to add Sections 50472 and 50717 to, to add Chapter 5 (commencing with Section 50210) to Part 1 of Division 31 of, to add Chapter 2.8 (commencing with Section 50490) to Part 2 of Division 31 of, and to add and repeal Section 50710.3 of, the Health and Safety Code, to amend Section 8257 of the Welfare and Institutions Code, and to amend the Budget Act of 2016 (Chapter 23 of the Statutes of 2016) by amending Item 2240-105-0001 of Section 2.00 of that act, relating to housing, and making an appropriation therefor, to take effect immediately, bill related to the budget.

[Approved by Governor June 27, 2018. Filed with Secretary of State June 27, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 850, Committee on Budget and Fiscal Review. Housing.

(1) Existing law, until January 1, 2026, authorizes a development proponent to submit an application for a multifamily housing development, which satisfies specified objective planning standards, that is subject to a streamlined, ministerial approval process, as provided, and not subject to a conditional use permit. Existing law requires, among other objective planning standards, that the development be subject to a minimum percentage of below market rate housing on the basis that the locality failed to submit its latest production report by the applicable time period and that report reflecting that there were fewer units of above moderate-income housing or housing affordable to households making below 80% of area median income that were issued building permits than what was required to meet the locality's regional housing needs assessment for that reporting period.

This bill would modify this objective planning standard by requiring that the production report submitted by the locality reflect that there were both fewer units of affordable housing for persons of above moderate income and for persons making 80% of the area median income issued building permits than were required for the locality to meet its regional housing needs assessment for that reporting period. The bill would make other clarifying changes to these provisions.

(2) Existing law requires that the objective planning standards described above include that the development is not located on a site that is within either a flood plain as determined by maps promulgated by the Federal Emergency Management Agency unless the development has been issued a flood plain development permit, or that the site is not located within a floodway as determined by maps promulgated by the Federal Emergency Management Agency unless the development has received a no-rise certification in accordance with specified federal requirements.

This bill would modify the above provisions to provide that the development may not be located on a site that is within either a special flood hazard area that is determined by the Federal Emergency Management Agency (FEMA) to be subject to inundation by the 1% annual chance flood unless that site has been subject to a letter of

map revision prepared by FEMA and issued to the local government or the site meets FEMA requirements necessary to meet minimum flood plain management criteria, or be located within a regulatory floodway as determined by FEMA in any official map unless the no-rise certification has been received. The bill would provide that if a development proponent meets all applicable federal qualifying criteria and is otherwise eligible for streamlined approval, then a local government is prohibited from denying an application on the basis that the development proponent did not comply with additional requirements adopted by the local government that are applicable to that site.

(3) Existing law requires the objective planning standards described above to include that the development certify to the locality that a skilled and trained workforce will be used to complete the development, if the development meets certain standards and depending on when the application is approved, including that if the application for the development is approved between January 1, 2020, and December 31, 2021, and the development consists of more than 50 units and is located in a jurisdiction that meets specified requirements, or if the application for the development is approved between January 1, 2022, and December 31, 2025, and the development consists of more than 25 units and is located in a jurisdiction that meets specified requirements.

This bill would modify those provisions by requiring a skilled and trained workforce to be used if the application for the development is approved between January 1, 2020, and December 31, 2021, and the development consists of more than 50 units that are not 100% subsidized affordable housing, or if the application for the development is approved between January 1, 2022, and December 31, 2025, and the development consists of more than 25 units that are not 100% subsidized affordable housing.

(4) The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA exempts from its requirements specified projects or activities, including an action taken by the Department of Housing and Community Development or the California Housing Finance Agency to provide financial assistance or insurance for the development and construction of residential housing for persons and families of low or moderate income, as defined, if the project that is the subject of the application for financial assistance or insurance will be reviewed pursuant to CEQA by another public agency.

This bill would provide that CEQA does not apply to an action taken by a state agency or local government to provide financial assistance to a development that was approved for streamlined approval pursuant to the provisions described above to be used for housing for persons and families of very low, low, or moderate income.

(5) Existing law, the Building Homes and Jobs Act, establishes the Building Homes and Jobs Trust Fund and, upon appropriation by the Legislature, allocates 50% of the moneys in that fund that are collected on and after January 1, 2018, and before December 31, 2018, to the Department of Housing and Community Development to assist persons experiencing or at risk of homelessness, as provided.

This bill would require the department to allocate \$5,000,000 from the money in the Building Homes and Jobs Trust Fund that is to be used to assist persons experiencing homelessness described above to the Bridges at Kraemer Place emergency shelter in Orange County, and another \$5,000,000 from those moneys to the County of Merced, to create a homeless navigation center, as provided. The bill would require the department to allocate 50% of any funds remaining from that amount to the California Emergency Solutions and Housing Program, described below, and the remaining 50% to the Housing for a Healthy California Program.

(6) Existing law, the California Emergency Solutions Grants Program, requires the department to make grants under the program to qualifying subrecipients to implement activities that address the needs of homeless individuals and families and assist them to regain stability in permanent housing as quickly as possible. Existing law, the Budget Act of 2016, made appropriations for the support of state government for the 2016–17 fiscal year, including a transfer of \$45,000,000 to the Emergency Housing and Assistance Fund to be used for support costs and local assistance associated with administering the California Emergency Solutions Grant Program.

This bill would establish the California Emergency Solutions and Housing Program, and would authorize the department to issue a notice of funding availability, which would be exempted from the rulemaking requirements of the Administrative Procedure Act, for specified administrative entities to request funding for eligible activities relating to homelessness within specified Continuum of Care service areas by submitting an application in response to a notice of funding availability that would be required to meet certain minimum requirements. The

bill would require the department to allocate the above-described moneys in the Building Homes and Jobs Trust Fund, upon appropriation of those moneys, and any moneys that have not yet been made available pursuant to a notice of funding availability or request for proposal as of June 30, 2018, from the above-described moneys appropriated for the Emergency Solutions Grant Program by the Budget Act of 2016 for expenditure by an administrative entity within each Continuum of Care service area for the purposes of this program. By authorizing the use of previously appropriated funds for a new purpose, the bill would make an appropriation. The bill would require the department to allocate those funds using a formula that is based off of the formula utilized for the allocation of grants pursuant to the California Emergency Solutions Grants Program, and that includes specified additional formula components. The bill would require that funds not distributed after the initial round of awards be reallocated among all Continuum of Care service areas with a participating administrative entity in accordance with the allocation formula in a subsequent notice of funding availability and that funds not distributed after that 2nd round of awards revert to be used for the Multifamily Housing Program, which is funded by the Housing Rehabilitation Loan Fund, a continuously appropriated fund. By authorizing additional money to be deposited into a continuously appropriated fund, this bill would make an appropriation.

The bill would require an administrative entity receiving funds to enter into a contract with the department with a term of 5 years and would further require that any funds not expended for eligible activities upon expiration of the contract revert to be used for the Multifamily Housing Program, which is funded by the Housing Rehabilitation Loan Fund, a continuously appropriated fund. By authorizing additional money to be deposited into a continuously appropriated fund, this bill would make an appropriation. The bill would require the administrative entity to submit an annual report to the department pertaining to the administrative entity's program or project selection process performed in collaboration with the Continuum of Care, contract expenditures, and progress toward meeting state and local goals as demonstrated by the performance measures set forth in the application. The bill would authorize the department to request a repayment of funds from an administrative entity or to pursue any other remedies available by law for failure to comply with program requirements.

(7) Existing law requires the Department of Housing and Community Development, through its Office of Migrant Services, to assist in the development, construction, reconstruction, rehabilitation, or operation of migrant farm labor centers, as provided. Existing law authorizes the Director of Housing and Community Development to contract with specified local public and private entities, including school districts and housing authorities, for the procurement or construction of housing or shelter and to obtain specified services for migratory agricultural workers. Under existing law, the department designates a period of 180 days each calendar year during which migrant farm labor centers are open to migratory agricultural workers and their families for occupancy, as specified.

This bill would, until January 1, 2024, require a migratory agricultural worker that is eligible for housing pursuant to these provisions to reside outside a 50-mile radius of the migrant farm labor center for at least 3 months out of the preceding 6 month period, as specified. The bill would, until January 1, 2024, additionally require the department to approve a proposal by an entity operating a migrant farm labor center meeting certain requirements, including, among other things, that the proposal provides for up to 50% of the units at the migrant farm labor center to be exempt from the requirement to reside outside a 50-mile radius of the migrant farm labor center for at least 3 months out of the preceding 6 months, the proposal requires nonmigratory agricultural workers who are exempt from the above-described residency requirement to have schoolage children, and the proposal reserves at least 50% of the units at the migrant farm labor center for migratory agricultural workers who require round-trip travel exceeding 100 miles per day, as specified.

The bill would also require an entity operating a migrant farm labor center to provide a report, on or before January 1, 2019, and annually thereafter, to the Office of Migrant Services that contains specified data about the agricultural workers that resided at the migrant farm labor center during the most recently concluded contract period, as specified.

(8) Existing law establishes various programs, including, among others, the Emergency Housing and Assistance Program, homeless youth emergency service pilot projects, and Housing First, and the Homeless Coordinating and Financing Council to provide assistance to homeless persons.

This bill would establish the Homeless Emergency Aid program for the purpose of providing localities with one-time flexible block grant funds to address their immediate homelessness challenges. The bill would require the Business, Consumer Services, and Housing Agency to administer the program in consultation with the Homeless Coordinating and Financing Council and exempt the agency from the rulemaking provisions of the Administrative Procedure Act for these purposes. The bill, upon appropriation by the Legislature, would require the agency to allocate a total of \$500,000,000 among administrative entities, defined to include a unit of general purpose local

government or a nonprofit organization that meet specified requirements, with \$250,000,000 allocated according to groupings based on homeless point-in-time counts determined pursuant to specified federal law, \$100,000,000 allocated based on the administrative entity's proportionate share of total homeless population, and \$150,000,000 allocated to cities or counties that are also counties that meet specified requirements. The bill would require the agency to make a first round of awards by January 31, 2019, a 2nd round of awards by May 31, 2019, if any funds remain unallocated following the first round, and to work with the Department of Finance to identify an appropriate allocation methodology for a 3rd round of awards, or to determine if any unallocated funds should revert to the General Fund, if any funds remain unallocated following the 2nd round.

The bill would require an administrative entity, in order to be eligible for funding, to meet certain requirements including that the jurisdiction or jurisdictions represented by the administrative entity have declared a shelter crisis pursuant to specified law, unless the agency approves a waiver of this requirement, as provided. The bill would require award recipients to expend program funds on one-time uses that address homelessness, including, but not limited to, prevention, criminal justice diversion programs to homeless individuals with mental health needs, and emergency aid, and to submit a report to the agency by January 1, 2020, pertaining to contract expenditures, the number of homeless individuals served by program funds, and progress toward state and local homelessness goals. The bill would require that at least 50% of program funds be contractually obligated by January 1, 2020, and 100% of program funds contractually obligated by June 30, 2021, and further require that any unexpended funds as of the latter date be returned to the agency and revert to the General Fund. The bill would authorize the agency to request a repayment of funds from an administrative entity, or to pursue any other remedies available by law for failure to comply with program requirements.

(9) Existing law requires the Governor to create the Homeless Coordinating and Financing Council to, among other things, identify mainstream resources, benefits, and services that can be accessed to prevent and end homelessness in California. Existing law requires the Governor to appoint up to 15 members of the council, including representatives from specified state agencies and departments and state advocates or other members of the public or state agencies, according to the Governor's discretion. Existing law requires the Department of Housing and Community Development to provide staff for the council.

This bill would require that the Governor appoint up to 17 members of the council and that the members include the Secretary of Business, Consumer Services, and Housing, or his or her designee, to serve as chair of the council, a representative from the Department of Transportation, and a formerly homeless youth who lives in California. The bill would also require that the Business, Consumer Services, and Housing Agency to staff the council rather than the Department of Housing and Community Development. The bill would provide for an executive director of the council under the direction of the Business, Consumer Services, and Housing Agency.

(10) This bill would make legislative findings and declarations as to the necessity of a special statute for the Bridges at Kraemer Place emergency shelter and the County of Merced.

(11) This bill would declare that it is to take effect immediately as a bill providing for appropriations related to the Budget Bill.

Vote: majority Appropriation: yes Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 65913.4 of the Government Code is amended to read:

65913.4. (a) A development proponent may submit an application for a development that is subject to the streamlined, ministerial approval process provided by subdivision (b) and is not subject to a conditional use permit if the development satisfies all of the following objective planning standards:

(1) The development is a multifamily housing development that contains two or more residential units.

(2) The development is located on a site that satisfies all of the following:

(A) A site that is a legal parcel or parcels located in a city if, and only if, the city boundaries include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel or parcels wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

- (B) A site in which at least 75 percent of the perimeter of the site adjoins parcels that are developed with urban uses. For the purposes of this section, parcels that are only separated by a street or highway shall be considered to be adjoined.
- (C) A site that is zoned for residential use or residential mixed-use development, or has a general plan designation that allows residential use or a mix of residential and nonresidential uses, with at least two-thirds of the square footage of the development designated for residential use.
- (3) If the development contains units that are subsidized, the development proponent already has recorded, or is required by law to record, a land use restriction for the following applicable minimum durations:
- (A) Fifty-five years for units that are rented.
- (B) Forty-five years for units that are owned.
- (4) The development satisfies both of the following:
- (A) Is located in a locality that the department has determined is subject to this subparagraph on the basis that the number of units that have been issued building permits is less than the locality's share of the regional housing needs, by income category, for that reporting period. A locality shall remain eligible under this subparagraph until the department's determination for the next reporting period. A locality shall be subject to this subparagraph if it has not submitted an annual housing element report to the department pursuant to paragraph (2) of subdivision (a) of Section 65400 for at least two consecutive years before the development submitted an application for approval under this section.
- (B) The development is subject to a requirement mandating a minimum percentage of below market rate housing based on one of the following:
- (i) The locality did not submit its latest production report to the department by the time period required by Section 65400, or that production report reflects that there were fewer units of above moderate-income housing issued building permits than were required for the regional housing needs assessment cycle for that reporting period. In addition, if the project contains more than 10 units of housing, the project seeking approval dedicates a minimum of 10 percent of the total number of units to housing affordable to households making below 80 percent of the area median income. If the locality has adopted a local ordinance that requires that greater than 10 percent of the units be dedicated to housing affordable to households making below 80 percent of the area median income, that zoning ordinance applies.
- (ii) The locality did not submit its latest production report to the department by the time period required by Section 65400, or that production report reflects that there were fewer units of housing affordable to households making below 80 percent of the area median income that were issued building permits than were required for the regional housing needs assessment cycle for that reporting period, and the project seeking approval dedicates 50 percent of the total number of units to housing affordable to households making below 80 percent of the area median income, unless the locality has adopted a local ordinance that requires that greater than 50 percent of the units be dedicated to housing affordable to households making below 80 percent of the area median income, in which case that ordinance applies.
- (iii) The locality did not submit its latest production report to the department by the time period required by Section 65400, or if the production report reflects that there were fewer units of housing affordable to both income levels described in clauses (i) and (ii) that were issued building permits than were required for the regional housing needs assessment cycle for that reporting period, the project seeking approval may choose between utilizing clause (i) or (ii).
- (5) The development, excluding any additional density or any other concessions, incentives, or waivers of development standards granted pursuant to the Density Bonus Law in Section 65915, is consistent with objective zoning standards and objective design review standards in effect at the time that the development is submitted to the local government pursuant to this section. For purposes of this paragraph, "objective zoning standards" and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal. These standards may be embodied in alternative objective land use specifications adopted by a city or county, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances, subject to the following:

(A) A development shall be deemed consistent with the objective zoning standards related to housing density, as applicable, if the density proposed is compliant with the maximum density allowed within that land use designation, notwithstanding any specified maximum unit allocation that may result in fewer units of housing being permitted.

(B) In the event that objective zoning, general plan, or design review standards are mutually inconsistent, a development shall be deemed consistent with the objective zoning standards pursuant to this subdivision if the development is consistent with the standards set forth in the general plan.

(6) The development is not located on a site that is any of the following:

(A) A coastal zone, as defined in Division 20 (commencing with Section 30000) of the Public Resources Code.

(B) Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

(C) Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

(D) Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subparagraph does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

(E) A hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

(F) Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2.

(G) Within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

(i) The site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction.

(ii) The site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.

(H) Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government that is applicable to that site.

(I) Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

(J) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

(K) Lands under conservation easement.

(7) The development is not located on a site where any of the following apply:

(A) The development would require the demolition of the following types of housing:

(i) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(ii) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(iii) Housing that has been occupied by tenants within the past 10 years.

(B) The site was previously used for housing that was occupied by tenants that was demolished within 10 years before the development proponent submits an application under this section.

(C) The development would require the demolition of a historic structure that was placed on a national, state, or local historic register.

(D) The property contains housing units that are occupied by tenants, and units at the property are, or were, subsequently offered for sale to the general public by the subdivider or subsequent owner of the property.

(8) The development proponent has done both of the following, as applicable:

(A) Certified to the locality that either of the following is true, as applicable:

(i) The entirety of the development is a public work for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

(ii) If the development is not in its entirety a public work, that all construction workers employed in the execution of the development will be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations pursuant to Sections 1773 and 1773.9 of the Labor Code, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate. If the development is subject to this subparagraph, then for those portions of the development that are not a public work all of the following shall apply:

(I) The development proponent shall ensure that the prevailing wage requirement is included in all contracts for the performance of the work.

(II) All contractors and subcontractors shall pay to all construction workers employed in the execution of the work at least the general prevailing rate of per diem wages, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate.

(III) Except as provided in subclause (V), all contractors and subcontractors shall maintain and verify payroll records pursuant to Section 1776 of the Labor Code and make those records available for inspection and copying as provided therein.

(IV) Except as provided in subclause (V), the obligation of the contractors and subcontractors to pay prevailing wages may be enforced by the Labor Commissioner through the issuance of a civil wage and penalty assessment pursuant to Section 1741 of the Labor Code, which may be reviewed pursuant to Section 1742 of the Labor Code, within 18 months after the completion of the development, by an underpaid worker through an

administrative complaint or civil action, or by a joint labor-management committee through a civil action under Section 1771.2 of the Labor Code. If a civil wage and penalty assessment is issued, the contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages pursuant to Section 1742.1 of the Labor Code.

(V) Subclauses (III) and (IV) shall not apply if all contractors and subcontractors performing work on the development are subject to a project labor agreement that requires the payment of prevailing wages to all construction workers employed in the execution of the development and provides for enforcement of that obligation through an arbitration procedure. For purposes of this clause, "project labor agreement" has the same meaning as set forth in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.

(VI) Notwithstanding subdivision (c) of Section 1773.1 of the Labor Code, the requirement that employer payments not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing shall not apply if otherwise provided in a bona fide collective bargaining agreement covering the worker. The requirement to pay at least the general prevailing rate of per diem wages does not preclude use of an alternative workweek schedule adopted pursuant to Section 511 or 514 of the Labor Code.

(B) (i) For developments for which any of the following conditions apply, certified that a skilled and trained workforce shall be used to complete the development if the application is approved:

(I) On and after January 1, 2018, until December 31, 2021, the development consists of 75 or more units that are not 100 percent subsidized affordable housing and will be located within a jurisdiction located in a coastal or bay county with a population of 225,000 or more.

(II) On and after January 1, 2022, until December 31, 2025, the development consists of 50 or more units that are not 100 percent subsidized affordable housing and will be located within a jurisdiction located in a coastal or bay county with a population of 225,000 or more.

(III) On and after January 1, 2018, until December 31, 2019, the development consists of 75 or more units that are not 100 percent subsidized affordable housing and will be located within a jurisdiction with a population of fewer than 550,000 and that is not located in a coastal or bay county.

(IV) On and after January 1, 2020, until December 31, 2021, the development consists of more than 50 units that are not 100 percent subsidized affordable housing and will be located within a jurisdiction with a population of fewer than 550,000 and that is not located in a coastal or bay county.

(V) On and after January 1, 2022, until December 31, 2025, the development consists of more than 25 units that are not 100 percent subsidized affordable housing and will be located within a jurisdiction with a population of fewer than 550,000 and that is not located in a coastal bay county.

(ii) For purposes of this section, "skilled and trained workforce" has the same meaning as provided in Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code.

(iii) If the development proponent has certified that a skilled and trained workforce will be used to complete the development and the application is approved, the following shall apply:

(I) The applicant shall require in all contracts for the performance of work that every contractor and subcontractor at every tier will individually use a skilled and trained workforce to complete the development.

(II) Every contractor and subcontractor shall use a skilled and trained workforce to complete the development.

(III) Except as provided in subclause (IV), the applicant shall provide to the locality, on a monthly basis while the development or contract is being performed, a report demonstrating compliance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code. A monthly report provided to the locality pursuant to this subclause shall be a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) and shall be open to public inspection. An applicant that fails to provide a monthly report demonstrating compliance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code shall be subject to a civil penalty of ten thousand dollars (\$10,000) per month for each month for which the report has not been provided. Any contractor or subcontractor that fails to use a skilled and trained workforce shall be subject to a civil penalty of two hundred dollars (\$200) per day for each worker employed in contravention of the skilled and trained workforce requirement. Penalties may be assessed by the Labor Commissioner within 18 months of completion of the development using the same procedures for issuance of civil wage and penalty assessments pursuant to Section

1741 of the Labor Code, and may be reviewed pursuant to the same procedures in Section 1742 of the Labor Code. Penalties shall be paid to the State Public Works Enforcement Fund.

(IV) Subclause (III) shall not apply if all contractors and subcontractors performing work on the development are subject to a project labor agreement that requires compliance with the skilled and trained workforce requirement and provides for enforcement of that obligation through an arbitration procedure. For purposes of this subparagraph, "project labor agreement" has the same meaning as set forth in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.

(C) Notwithstanding subparagraphs (A) and (B), a development that is subject to approval pursuant to this section is exempt from any requirement to pay prevailing wages or use a skilled and trained workforce if it meets both of the following:

(i) The project includes 10 or fewer units.

(ii) The project is not a public work for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

(9) The development did not or does not involve a subdivision of a parcel that is, or, notwithstanding this section, would otherwise be, subject to the Subdivision Map Act (Division 2 (commencing with Section 66410)) or any other applicable law authorizing the subdivision of land, unless either of the following apply:

(A) The development has received or will receive financing or funding by means of a low-income housing tax credit and is subject to the requirement that prevailing wages be paid pursuant to subparagraph (A) of paragraph (8).

(B) The development is subject to the requirement that prevailing wages be paid, and a skilled and trained workforce used, pursuant to paragraph (8).

(10) The development shall not be upon an existing parcel of land or site that is governed under the Mobilehome Residency Law (Chapter 2.5 (commencing with Section 798) of Title 2 of Part 2 of Division 2 of the Civil Code), the Recreational Vehicle Park Occupancy Law (Chapter 2.6 (commencing with Section 799.20) of Title 2 of Part 2 of Division 2 of the Civil Code), the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code), or the Special Occupancy Parks Act (Part 2.3 (commencing with Section 18860) of Division 13 of the Health and Safety Code).

(b) (1) If a local government determines that a development submitted pursuant to this section is in conflict with any of the objective planning standards specified in subdivision (a), it shall provide the development proponent written documentation of which standard or standards the development conflicts with, and an explanation for the reason or reasons the development conflicts with that standard or standards, as follows:

(A) Within 60 days of submittal of the development to the local government pursuant to this section if the development contains 150 or fewer housing units.

(B) Within 90 days of submittal of the development to the local government pursuant to this section if the development contains more than 150 housing units.

(2) If the local government fails to provide the required documentation pursuant to paragraph (1), the development shall be deemed to satisfy the objective planning standards specified in subdivision (a).

(c) Any design review or public oversight of the development may be conducted by the local government's planning commission or any equivalent board or commission responsible for review and approval of development projects, or the city council or board of supervisors, as appropriate. That design review or public oversight shall be objective and be strictly focused on assessing compliance with criteria required for streamlined projects, as well as any reasonable objective design standards published and adopted by ordinance or resolution by a local jurisdiction before submission of a development application, and shall be broadly applicable to development within the jurisdiction. That design review or public oversight shall be completed as follows and shall not in any way inhibit, chill, or preclude the ministerial approval provided by this section or its effect, as applicable:

(1) Within 90 days of submittal of the development to the local government pursuant to this section if the development contains 150 or fewer housing units.

(2) Within 180 days of submittal of the development to the local government pursuant to this section if the development contains more than 150 housing units.

(d) (1) Notwithstanding any other law, a local government, whether or not it has adopted an ordinance governing parking requirements in multifamily developments, shall not impose parking standards for a streamlined development that was approved pursuant to this section in any of the following instances:

- (A) The development is located within one-half mile of public transit.
- (B) The development is located within an architecturally and historically significant historic district.
- (C) When on-street parking permits are required but not offered to the occupants of the development.
- (D) When there is a car share vehicle located within one block of the development.

(2) If the development does not fall within any of the categories described in paragraph (1), the local government shall not impose parking requirements for streamlined developments approved pursuant to this section that exceed one parking space per unit.

(e) (1) If a local government approves a development pursuant to this section, then, notwithstanding any other law, that approval shall not expire if the project includes public investment in housing affordability, beyond tax credits, where 50 percent of the units are affordable to households making below 80 percent of the area median income.

(2) If a local government approves a development pursuant to this section and the project does not include 50 percent of the units affordable to households making below 80 percent of the area median income, that approval shall automatically expire after three years except that a project may receive a one-time, one-year extension if the project proponent can provide documentation that there has been significant progress toward getting the development construction ready, such as filing a building permit application.

(3) If a local government approves a development pursuant to this section, that approval shall remain valid for three years from the date of the final action establishing that approval and shall remain valid thereafter for a project so long as vertical construction of the development has begun and is in progress. Additionally, the development proponent may request, and the local government shall have discretion to grant, an additional one-year extension to the original three-year period. The local government's action and discretion in determining whether to grant the foregoing extension shall be limited to considerations and process set forth in this section.

(f) A local government shall not adopt any requirement, including, but not limited to, increased fees or inclusionary housing requirements, that applies to a project solely or partially on the basis that the project is eligible to receive ministerial or streamlined approval pursuant to this section.

(g) This section shall not affect a development proponent's ability to use any alternative streamlined by right permit processing adopted by a local government, including the provisions of subdivision (i) of Section 65583.2.

(h) The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) does not apply to actions taken by a state agency or local government to provide financial assistance to a development that receives streamlined approval pursuant to this section that is to be used for housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code.

(i) For purposes of this section:

- (1) "Department" means the Department of Housing and Community Development.
- (2) "Development proponent" means the developer who submits an application for streamlined approval pursuant to this section.
- (3) "Completed entitlements" means a housing development which has received all the required land use approvals or entitlements necessary for the issuance of building permit.
- (4) "Locality" or "local government" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- (5) "Production report" means the information reported pursuant to subparagraph (H) of paragraph (2) of subdivision (a) of Section 65400.
- (6) "Subsidized" means units that are price or rent restricted such that the units are permanently affordable to households meeting the definitions of very low and lower income, as defined in Sections 50079.5 and 50105 of

the Health and Safety Code.

(7) "Reporting period" means either of the following:

- (A) The first half of the regional housing needs assessment cycle.
- (B) The last half of the regional housing needs assessment cycle.

(8) "State agency" includes every state office, officer, department, division, bureau, board, and commission, but does not include the California State University or the University of California.

(9) "Urban uses" means any current or former residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses.

(j) The department may review, adopt, amend, and repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, or standards set forth in this section. Any guidelines or terms adopted pursuant to this subdivision shall not be subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.

(k) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

SEC. 2. Chapter 5 (commencing with Section 50210) is added to Part 1 of Division 31 of the Health and Safety Code, to read:

CHAPTER 5. Homeless Emergency Aid Program

50210. For purposes of this chapter, the following definitions shall apply:

(a) "Administrative entity" means a unit of general purpose local government or a nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by the Continuum of Care to administer program funds.

(b) "Agency" means the Business, Consumer Services, and Housing Agency.

(c) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(d) "County" includes, but is not limited to, a city and county.

(e) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on May 1, 2018.

(f) "Homeless point-in-time count" means the 2017 homeless point-in-time counts pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.

(g) "Program" means the Homeless Emergency Aid program established pursuant to this chapter.

50211. (a) The Homeless Emergency Aid program is hereby established for the purpose of providing localities with one-time flexible block grant funds to address their immediate homelessness challenges.

(b) The agency, in consultation with the council, shall administer the program, which shall provide block grant funds.

(c) The agency's decision to approve or deny an application and the determination of the amount of funding to be provided shall be final.

(d) The agency shall maintain records of the following:

- (1) The number of applications for program funding received by the agency.
- (2) The number of applications for program funding denied by the agency.
- (3) The name of each recipient of program funds.

(e) In administering this chapter, the agency shall not be subject to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of

the Government Code).

50212. (a) In order to be eligible for program funds, an administrative entity shall demonstrate the following:

(1) Except as otherwise provided in subdivision (b), the jurisdiction or jurisdictions that the administrative entity represents for which funding is requested have, at the time of the award, declared a shelter crisis pursuant to Chapter 7.8 (commencing with Section 8698) of Division 1 of Title 2 of the Government Code.

(2) The applicants within the administrative entity have collaborated in its application, and have committed to future collaboration, with other city, county, or nonprofit partners. Recipients may submit a regional plan.

(b) Notwithstanding subdivision (a), an administrative entity representing cities and counties included in the three groupings with the lowest three homeless point-in-time count thresholds pursuant to Section 50213 may submit a waiver for the requirement for a declaration of a shelter crisis, as required by paragraph (1) of subdivision (a). Upon approval by the agency during a given round of awards, a city, county, or city that is also a county shall be eligible to receive program funds through the administrative entity.

50213. (a) (1) Upon appropriation by the Legislature, two hundred fifty million dollars (\$250,000,000) shall be distributed in accordance with this subdivision.

(2) The agency shall allocate the following amounts to administrative entities according to the following groupings based on homeless population:

(A) To administrative entities with a homeless point-in-time count of over 20,000 persons, forty million dollars (\$40,000,000).

(B) To administrative entities with a homeless point-in-time count between 4,000 and 19,999 persons, sixty million dollars (\$60,000,000).

(C) To administrative entities with a homeless point-in-time count between 2,500 and 3,999 persons, thirty million dollars (\$30,000,000).

(D) To administrative entities with a homeless point-in-time count between 1,800 and 2,499 persons, forty-eight million dollars (\$48,000,000).

(E) To administrative entities with a homeless point-in-time count between 1,500 and 1,799 persons, eighteen million dollars (\$18,000,000).

(F) To administrative entities with a homeless point-in-time count between 1,000 and 1,499 persons, thirty-two million dollars (\$32,000,000).

(G) To administrative entities with a homeless point-in-time count between 750 and 999 persons, twelve million dollars (\$12,000,000).

(H) To administrative entities with a homeless point-in-time count between 250 and 749 persons, seven million dollars (\$7,000,000).

(I) To administrative entities with a homeless point-in-time count of less than 250 persons, two million dollars (\$2,000,000).

(J) The agency shall set aside funds for each administrative entity grouping with the funds available for each grouping to be divided equally among administrative entities within that grouping.

(K) Up to one million dollars (\$1,000,000) shall be available for the agency to administer the program.

(b) Upon appropriation by the Legislature, the agency shall allocate one hundred million dollars (\$100,000,000) in program funding to each administrative entity in an amount calculated based on the administrative entity's proportionate share of total homeless population based on the 2017 homeless point-in-time count.

(c) (1) Upon appropriation by the Legislature, the agency shall proportionately allocate one hundred fifty million dollars (\$150,000,000) in program funding to each city or city that is also a county that meets both of the following requirements:

(A) Has a population as of January 1, 2018, of 330,000 or more, according to the data published on the Department of Finance's Internet Web site.

(B) Has, at the time of the award, declared a shelter crisis pursuant to Chapter 7.8 (commencing with Section 8698) of Division 1 of Title 2 of the Government Code.

(2) Any allocations pursuant to this subdivision shall be in an amount calculated based on the proportionate share of the total homeless population of the administrative entities, in which a recipient city or city that is also a county is included, based on the 2017 homeless point-in-time count. If more than one recipient within the administrative entity meets the requirements of paragraph (1), the proportionate share of funds shall be equally allocated to those jurisdictions.

(d) Applications for the first round of awards shall be submitted to the agency on or before December 31, 2018. The agency shall verify whether each funding request meets the minimum criteria established by this chapter and make awards on a continuous basis based on that criteria, but no later than January 31, 2019.

(e) (1) If, after the first round of awards pursuant to this section, not all funds have been claimed by all administrative entities, the agency shall set aside any remaining funds for a second round of awards.

(2) Applications for the second round of awards shall be submitted to the agency on or before April 30, 2019. The agency shall verify whether each funding request meets the minimum criteria established by this chapter and make awards on a continuous basis based on that criteria, but no later than May 31, 2019. Any qualifying administrative entity may apply for funds available in the second round of awards.

(f) If, after the second round of awards pursuant to subdivision (d), not all funds have been claimed by all administrative entities, the agency shall, no later than June 15, 2019, work with the Department of Finance to identify an appropriate allocation methodology for a third round of awards, or determine if any unallocated funds should revert to the General Fund. The allocation methodology or reversion to the General Fund shall be approved by the Department of Finance with notification provided to the Joint Legislative Budget Committee.

50214. (a) Program funds shall be expended on one-time uses that address homelessness, including, but not limited to, prevention, criminal justice diversion programs to homeless individuals with mental health needs, and emergency aid.

(b) No more than five percent of programs funds may be used for administrative costs related to the execution of eligible activities. For purposes of this subdivision, "administrative costs" does not include staff costs directly related to carrying out the eligible activities pursuant to subdivision (a). Program funds shall not be used for overhead or planning activities.

(c) An administrative entity shall use no less than five percent of its total allocation to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness.

50215. (a) (1) No later than January 1, 2020, each recipient of program funds shall submit to the agency a report, on a form provided by the agency, pertaining to contract expenditures, the number of homeless individuals served by program funds, and progress toward state and local homelessness goals.

(2) The agency may request additional information, as needed, to meet other applicable reporting or audit requirements.

(b) (1) Not less than 50 percent of program funds shall be contractually obligated by January 1, 2020.

(2) One hundred percent of program funds shall be contractually obligated by June 30, 2021. Any funds not expended by that date shall be returned to the agency and revert to the General Fund.

(c) The agency may monitor expenditures and activities of an administrative entity, as the agency deems necessary, to ensure compliance with program requirements.

(d) The agency may, as it deems appropriate or necessary, request the repayment of funds from an administrative entity, or pursue any other remedies available to it by law for failure to comply with program requirements.

SEC. 3. Section 50472 is added to the Health and Safety Code, to read:

50472. The department shall allocate the funds described in subparagraph (B) of paragraph (1) of subdivision (b) of Section 50470 as follows:

(a) Five million dollars (\$5,000,000) to the Bridges at Kraemer Place emergency shelter, located in Orange County.

(b) Five million dollars (\$5,000,000) to the County of Merced, in furtherance of Phase 1 to create a homeless navigation center. These efforts may include, but are not limited to, the following:

(1) Capital and construction costs.

(2) Contracting costs associated with hiring outside consultants to provide technical assistance for development of the homeless navigation center.

(3) Operating subsidies for current homelessness intervention efforts located in the county, coordinated by the county, and provided by a nonprofit organization, community-based housing, or homeless service provider in partnership with the county or by county employees.

(c) Of the funds remaining after making the allocations described in subdivisions (a) and (b), 50 percent of those funds shall be available for purposes of Chapter 2.8 (commencing with Section 50490), and 50 percent shall be available for the Housing for a Healthy California Program (Part 14.2 (commencing with Section 53590)).

SEC. 4. Chapter 2.8 (commencing with Section 50490) is added to Part 2 of Division 31 of the Health and Safety Code, to read:

CHAPTER 2.8. California Emergency Solutions and Housing Program

50490. For purposes of this chapter:

(a) "Administrative entity" means one of the following that has been designated by the Continuum of Care to administer California Emergency Solutions and Housing Program funds:

(1) A unit of general purpose local government.

(2) A nonprofit organization that has previously administered HUD Continuum of Care funds as the collaborative applicant, as that term is defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

(3) A unified funding agency, as that term is defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

(b) "Applicant" means an administrative entity that has applied to receive funds under the program.

(c) "At risk of homelessness" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.

(d) "Continuum of Care" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) "Continuum of Care service area" means the entire geographic area within the boundaries of a Continuum of Care.

(f) "Coordinated Entry System," or "CES," means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, and related requirements, designed to coordinate program participant intake, assessment, and referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the entire geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

(g) "Department" means the Department of Housing and Community Development.

(h) "HMIS" means a Homeless Management Information System, as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "HMIS" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by HUD under Part 576 of Title 24 of the Code of Federal Regulations.

(i) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.

(j) "HUD" means the federal Department of Housing and Urban Development.

(k) "Permanent housing" means a structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued occupancy in the housing. "Permanent housing" includes permanent supportive housing.

(l) "Permanent supportive housing" means permanent housing with no limit on the length of stay that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing residents in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. "Permanent supportive housing" includes associated facilities if used to provide services to housing residents.

(m) "Program" means the California Emergency Solutions and Housing Program established pursuant to this chapter.

(n) "Subrecipient" means a unit of local government or a private nonprofit or for-profit organization that the administrative entity determines is qualified to undertake the eligible activities, described in subdivision (a) of Section 50490.4, for which the administrative entity seeks funds under the program, and that enters into a contract with the administrative entity to undertake those eligible activities in accordance with the requirements of the program.

(o) "Temporary housing" means housing that does not qualify as permanent housing as defined under subdivision (l), including, but not limited to, emergency shelters or navigation centers as defined under other federal, state, or local programs. All programs providing temporary housing funded pursuant to this chapter shall have partnerships or other linkages to case management services to connect homeless individuals and families to income, public benefits, health services, and permanent housing

50490.1. (a) There is hereby established the California Emergency Solutions and Housing Program, to be administered by the department in accordance with this chapter.

(b) The department may carry out the program through the issuance of one or more notices of funding availability as necessary to exercise the powers and perform the duties conferred or imposed on it by this chapter. An administrative entity may submit an application, which shall meet all the requirements in Section 50490.3, for an allocation pursuant to subdivision (a) of Section 50490.2 in response to a notice of funding availability issued by the department pursuant to this section. Any notice of funding availability issued pursuant to this section shall not be subject to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

50490.2. (a) The department shall allocate 50 percent of moneys available in the Building Homes and Jobs Trust Fund described in subdivision (c) of Section 50472, and any moneys that have not yet been made available pursuant to a notice of funding availability or request for proposal as of June 30, 2018, that were previously appropriated by Item 2240-105-0001 in the Budget Act of 2016 (Chapter 23 of the Statutes of 2016) for purposes of the California Emergency Solutions Grants Program (Chapter 19 (commencing with Section 50899.1)) for expenditure by an administrative entity within each Continuum of Care service area using the most recent data available for that Continuum of Care service area. The department shall allocate the money described in the previous sentence using a formula that is based off of the formula utilized, as of June 30, 2018, for the allocation of grants pursuant to the California Emergency Solutions Grants Program (Chapter 19 (commencing with Section 50899.1)), and that includes the following formula components:

- (1) The 2017 point-in-time count published by HUD that includes both sheltered and unsheltered homeless.
- (2) The number of extremely low income households in rental housing that pay more than 50 percent of household income on rent, based on HUD's most recent Comprehensive Housing Affordability Strategy dataset.
- (3) (A) The number of persons below the federal poverty line divided by the total population within the Continuum of Care service area, based on data from the United States Census Bureau.
- (B) The formula required by this subdivision shall afford double weight to the factor described in this paragraph.

(b) The administrative entity within a Continuum of Care service area that receives an allocation pursuant to this section shall not use more than 5 percent of that allocation for administrative costs related to the planning and execution of eligible activities. For purposes of this subdivision, "administrative costs" does not include staff and overhead costs directly related to carrying out the eligible activities described in subdivision (a) of Section 50490.4. An administrative entity may share any funds available for administrative costs with a subrecipient.

(c) Any funds not distributed by the Continuum of Care service area or otherwise returned to the department shall be reallocated in the following manner in order to redistribute funds as soon as possible:

(1) Any funds not distributed after the initial round of awards shall be reallocated among all Continuum of Care service areas with a participating administrative entity, in accordance with the formula specified in subdivision (a) and any other applicable requirements of this section, in a subsequent notice of funding availability released for the program.

(2) Any funds not distributed after the second round of awards shall revert to be used for the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675)).

(d) Funds available under the program are not required to be matched.

50490.3. (a) An application submitted in response to the department's notice of funding availability shall meet all of the following minimum requirements:

(1) The application requests an allocation pursuant to subdivision (a) of Section 50490.2 in order to carry out one or more of the eligible activities described in subdivision (a) of Section 50490.4 within the relevant Continuum of Care service area.

(2) The applicant is an administrative entity that meets one of the following:

(A) Has prior experience administering the eligible activities described in the application.

(B) Has partnered with one or more local governments or other entities within the relevant Continuum of Care service area that have the necessary prior experience to administer the requested funds.

(3) (A) Except as otherwise provided in subparagraph (B), the application documents that the Continuum of Care service area has a functioning CES and HMIS that meet the applicable HUD requirements, as set forth in the department's notice of funding availability.

(B) If the Continuum of Care does not have systems in place that meet the requirements of subparagraph (A), the application documents that a minimum of 20 percent of the allocation to the Continuum of Care service area pursuant to subdivision (a) of Section 50490.2 will be used to implement or update its systems to comply with the applicable HUD requirements.

(4) The application describes or provides documentation of the local program or project selection process anticipated to be used to allocate available funds to subrecipients qualified to carry out the eligible activities. In order to satisfy the requirements of this subdivision, the applicant's proposed program or project selection process shall avoid conflicts of interest in program or project selection and shall be easily accessible to the public.

(5) The application identifies anticipated estimated amounts to be used for the specific eligible activities described in the application and numerical goals and performance measures established by the applicant, in collaboration with the relevant Continuum of Care, to be used to evaluate success in implementing eligible activities described in the application for the anticipated term of the agreement with the department entered into pursuant to subdivision (a) of Section 50490.5. Any goal established pursuant to this paragraph shall be greater than zero, unless using funds for systemwide or administrative capacity-building such as improving CES functionality. At minimum, the application shall evaluate the following project or system performance measures based on HMIS data from the Continuum of Care service area, as set forth in the department's notice of funding availability:

(A) The number of homeless persons served.

(B) The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project.

(C) The number of homeless persons exiting the program or project to permanent housing.

(D) The number of persons that return to homelessness after exiting the program or project.

(b) An application submitted in response to the department's notice of funding availability may include, if available, the most current plan addressing actions to be taken within the Continuum of Care service area to address homelessness. If there is no current plan addressing actions to be taken within the Continuum of Care service area to address homelessness, the application may request that funds allocated to the Continuum of Care

service area pursuant to subdivision (a) of Section 50490.2 be used to develop a plan. If an application requests funding to develop a plan pursuant to this subdivision, the applicant shall submit the plan developed to the department prior to the expiration of the contract pursuant to subdivision (a) of Section 50490.5.

50490.4. (a) An administrative entity shall use funds allocated pursuant to subdivision (a) of Section 50490.2 for one or more of the following eligible activities:

(1) Rental assistance and housing relocation and stabilization services to ensure housing affordability to people experiencing homelessness or at risk of homelessness. Rental assistance provided pursuant to this paragraph shall not exceed 48 months for each assisted household, and rent payments shall not exceed two times the current HUD fair market rent for the local area, as determined pursuant to Part 888 of Title 24 of the Code of Federal Regulations.

(2) Operating subsidies in the form of 15-year capitalized operating reserves for new and existing affordable permanent housing units for homeless individuals and families.

(3) Flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals and families. Funds used for purposes of this paragraph may support rental assistance, bridge subsidies to property owners waiting for approval from another permanent rental subsidy source, vacancy payments, or project-based rent or operating reserves.

(4) Operating support for emergency housing interventions, including, but not limited to, the following:

(A) Navigation centers that provide temporary room and board and case managers who work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.

(B) Street outreach services to connect unsheltered homeless individuals and families to temporary or permanent housing.

(C) Shelter diversion, including, but not limited to, homelessness prevention activities, and other necessary service integration activities to connect individuals and families to alternate housing arrangements, services, and financial assistance.

(5) Systems support for activities necessary to maintain a comprehensive homeless services and housing delivery system, including CES, data, and HMIS reporting, and homelessness planning activities.

(6) To develop or update a CES system pursuant to subparagraph (B) of paragraph (3) of subdivision (a) of Section 50490.3, or to develop a plan addressing actions to be taken within the Continuum of Care service area to address homelessness pursuant to subdivision (b) of Section 50490.3.

(b) The administrative entity or a subrecipient, as applicable, shall establish the duration, amount, and other terms of assistance provided, consistent with the requirements of this chapter and other reasonable limitations established by the department in the notice of funding availability or in the contract with the department entered into pursuant to subdivision (a) of Section 50490.5.

(c) Unless otherwise exempted by federal rules, an administrative entity that is allocated funding under the program for a program or project that is an eligible activity shall utilize a CES that meets the requirements of Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations and related HUD requirements. Except in the case of a program or project specifically concerned with homelessness prevention activities as a part of shelter diversion activities authorized under subparagraph (C) of paragraph (3) of subdivision (a), an administrative entity that is allocated funding under the program for an eligible program or project funded shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.

(d) An administrative entity that is allocated funds under the program for eligible activities described in subdivision (a) that provide permanent housing shall incorporate the core components of Housing First, as provided in subdivision (b) of Section 8255 of the Welfare and Institutions Code.

(e) An administrative entity shall provide all eligible activities in a manner consistent with the housing first practices described in paragraphs (1) to (6), inclusive, of subdivision (b) of Section 8409 of Title 25 of the California Code of Regulations.

(f) An administrative entity shall not use more than 40 percent of any funds allocated pursuant to subdivision (a) of Section 50490.2 in a fiscal year for operating support for emergency housing interventions as described in paragraph (4) of subdivision (a).

50490.5. (a) The department shall distribute funds allocated to an administrative entity pursuant to subdivision (a) of Section 50490.2 by executing a contract with that entity that shall be for a term of five years. After a contract has expired pursuant to this subdivision, any funds not expended for eligible activities described in subdivision (a) of Section 50490.4 shall revert to the department to be used for the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675)).

(b) (1) An administrative entity that receives funds pursuant to this chapter shall submit to the department an annual report on a form issued by the department, pertaining to the administrative entity's program or project selection process performed in collaboration with the Continuum of Care, contract expenditures, and progress toward meeting state and local goals as demonstrated by the performance measures set forth in the application pursuant to paragraph (4) of subdivision (a) of Section 50490.3.

(2) The annual report required by this subdivision shall include the information required by paragraph (2) of subdivision (c), pertaining to funds distributed to subrecipients.

(3) The department may request additional information, as needed to meet other applicable reporting or audit requirements.

(c) (1) An administrative entity that receives funds under the program shall be responsible for ensuring that the expenditure of those funds is in accordance with this chapter and for the eligible activities described in subdivision (a) of Section 50490.4. The administrative entity shall monitor the activities and expenditures of any subrecipients at least annually to ensure that those activities and expenditures comply with this chapter.

(2) As part of the annual report required pursuant to subdivision (b), the administrative entity shall report to the department on the expenditures and activities of any subrecipients for each year of the term of the contract with the department until all funds awarded to a subrecipient have been expended.

(d) The department may monitor the expenditures and activities of the administrative entity, as the department deems necessary, to ensure compliance with program requirements.

(e) The department may, as it deems appropriate or necessary, request the repayment of funds from an administrative entity or pursue any other remedies available to it by law for failure to comply with program requirements.

SEC. 5. Section 50710.3 is added to the Health and Safety Code, to read:

50710.3. (a) (1) A migratory agricultural worker eligible for housing pursuant to this chapter shall have resided outside a 50-mile radius of the migrant farm labor center for at least three months out of the preceding six-month period.

(2) Paragraph (1) applies only to the migratory agricultural worker, and does not apply to immediate family members of the migratory agricultural worker. Immediate family members of a migratory agricultural worker may reside within a 50-mile radius of the migrant farm labor center on a year-round basis.

(b) (1) Notwithstanding subdivision (a), the department shall approve a proposal submitted by an entity operating a migrant farm labor center provided that it meets all of the following requirements and conditions:

(A) The proposal provides for up to 50 percent of the number of units at the migrant farm labor center to be exempt from the requirement that agricultural workers reside outside a 50-mile radius of the migrant farm labor center for at least three months out of the preceding six-month period.

(B) The proposal requires an agricultural worker, in order to be eligible for a unit at the migrant farm labor center under the exemption set forth in subparagraph (A), to have schoolage children and, upon enrollment, provide to the entity proof of enrollment of their children in the local school district, grades K-12.

(C) The proposal reserves a minimum of 50 percent of the number of units at the migrant farm labor center for migratory agricultural workers who require round-trip travel exceeding 100 miles per day, which results in the migratory agricultural worker being unable to return to the workers' chosen place of residence within the same day of labor.

(D) (i) The proposal was previously presented at a public meeting of the migrant farm labor center's resident council.

(ii) For purposes of this section, the term "resident council" means an entity elected from among residents of the migrant farm labor center with the responsibilities of electing from themselves a chairperson, advising the entity operating the migrant farm labor center or department on any matters pertinent to the operation of the migrant farm labor center, and representing all residents of the migrant farm labor center on matters which properly should be presented to the entity operating the migrant farm labor center and department.

(2) In determining an applicant's status as an agricultural worker, the combined earned income of all members of the applicant's household shall be considered, and as long as 50 percent of the household's combined earned income is derived from agricultural employment, any individual household members may engage in nonagricultural employment.

(3) If the department approves a proposal pursuant to paragraph (1), the operating entity shall submit a report to the department on an annual basis, by a date determined by the department, that identifies the number of units rented to migratory and nonmigratory households at each migrant farm labor center.

(c) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 6. Section 50717 is added to the Health and Safety Code, to read:

50717. (a) On or before January 1, 2019, and on or before January 1 of each year thereafter, an entity operating a migrant farm labor center shall provide a report to the Office of Migrant Services that contains the data specified in subdivision (b) about the agricultural workers that resided at the migrant farm labor center during the most recently concluded contract period. This data shall be reported in an aggregate, anonymous format, without any individual identifiable information.

(b) The report shall include the following information:

(1) Where the migratory agricultural workers are migrating from.

(2) Household incomes.

(3) Race or ethnicity of members of each household.

(4) Genders of the members of each household.

(5) (A) Number of schoolaged children, including number of participants in the Migrant Education Program, and the number of residents enrolled in K-12 programs.

(B) Information regarding the intended schooling for the children once the migrant farm labor center closes.

(6) Where members of the household reside when not in the migrant farm labor center and whether they own or rent.

(7) If members of households are elderly or disabled.

(8) If the migrant farm labor center has an approved proposal allowing for an exemption pursuant to subparagraph (A) of paragraph (1) of subdivision (b) of Section 50710.3, the number and percentage of units allocated to nonmigrant agricultural workers, and the number of children enrolled in the local school district, grades K-12.

(c) The Migrant Education Program shall share information with the Department of Housing and Community Development regarding the number of students utilizing a migrant farm labor center address to register, as recorded in the State's Migrant Education Program database. This information shall be reported in an aggregate, anonymous format, without any individual identifiable information.

SEC. 7. Section 8257 of the Welfare and Institutions Code is amended to read:

8257. (a) Within 180 days of the effective date of the measure adding this chapter, the Governor shall create a Homeless Coordinating and Financing Council.

(b) The council shall have the following goals:

- (1) To oversee implementation of this chapter.
 - (2) To identify mainstream resources, benefits, and services that can be accessed to prevent and end homelessness in California.
 - (3) To create partnerships among state agencies and departments, local government agencies, participants in the United States Department of Housing and Urban Development's Continuum of Care Program, federal agencies, the United States Interagency Council on Homelessness, nonprofit entities working to end homelessness, homeless services providers, and the private sector, for the purpose of arriving at specific strategies to end homelessness.
 - (4) To promote systems integration to increase efficiency and effectiveness while focusing on designing systems to address the needs of people experiencing homelessness, including unaccompanied youth under 25 years of age.
 - (5) To coordinate existing funding and applications for competitive funding. Any action taken pursuant to this paragraph shall not restructure or change any existing allocations or allocation formulas.
 - (6) To make policy and procedural recommendations to legislators and other governmental entities.
 - (7) To identify and seek funding opportunities for state entities that have programs to end homelessness, including, but not limited to, federal and philanthropic funding opportunities, and to facilitate and coordinate those state entities' efforts to obtain that funding.
 - (8) To broker agreements between state agencies and departments and between state agencies and departments and local jurisdictions to align and coordinate resources, reduce administrative burdens of accessing existing resources, and foster common applications for services, operating, and capital funding.
 - (9) To serve as a statewide facilitator, coordinator, and policy development resource on ending homelessness in California.
 - (10) To report to the Governor, federal Cabinet members, and the Legislature on homelessness and work to reduce homelessness.
 - (11) To ensure accountability and results in meeting the strategies and goals of the council.
 - (12) To identify and implement strategies to fight homelessness in small communities and rural areas.
 - (13) To create a statewide data system or warehouse that collects local data through Homeless Management Information Systems, with the ultimate goal of matching data on homelessness to programs impacting homeless recipients of state programs, such as Medi-Cal (Chapter 7 (commencing with Section 14000) of Part 3 of Division 9 of the Welfare and Institutions Code) and CalWORKS (Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code).
- (c) (1) The Governor shall appoint up to 17 members of the council as follows:
- (A) The Secretary of Business, Consumer Services, and Housing, or his or her designee who shall serve as chair of the council.
 - (B) A representative from the Department of Transportation.
 - (C) A representative from the Department of Housing and Community Development.
 - (D) A representative of the State Department of Social Services.
 - (E) A representative of the California Housing Finance Agency.
 - (F) A representative of the State Department of Health Care Services.
 - (G) A representative of the Department of Veterans Affairs.
 - (H) A representative of the Department of Corrections and Rehabilitation.
 - (I) A representative from the California Tax Credit Allocation Committee in the Treasurer's office.
 - (J) A representative of the Victim Services Program within the Division of Grants Management within the Office of Emergency Services.

- (K) A formerly homeless person who lives in California.
- (L) A formerly homeless youth who lives in California.
- (M) Two representatives of local agencies or organizations that participate in the United States Department of Housing and Urban Development’s Continuum of Care Program.
- (N) State advocates or other members of the public or state agencies, according to the Governor’s discretion.
- (2) The Senate Committee on Rules and the Speaker of the Assembly shall each appoint one representative of the council from two different stakeholder organizations.
- (3) The council may, at its discretion, invite stakeholders, individuals who have experienced homelessness, members of philanthropic communities, and experts to participate in meetings or provide information to the council.
- (d) The council shall hold public meetings at least once every quarter.
- (e) The members of the council shall serve at the pleasure of the appointing authority.
- (f) Within existing funding, the council may establish working groups, task forces, or other structures from within its membership or with outside members to assist it in its work. Working groups, task forces, or other structures established by the council shall determine their own meeting schedules.
- (g) The members of the council shall serve without compensation, except that members of the council who are, or have been, homeless may receive reimbursement for travel, per diem, or other expenses.
- (h) The Business, Consumer Services, and Housing Agency shall provide staff for the council.
- (i) The members of the council may enter into memoranda of understanding with other members of the council to achieve the goals set forth in this chapter, as necessary, in order to facilitate communication and cooperation between the entities the members of the council represent.
- (j) There shall be an executive director of the council under the direction of the Secretary of Business, Consumer Services, and Housing.
- (k) The council shall be under the direction of the executive director and staffed by employees of the Business, Consumer Services, and Housing Agency.

SEC. 8. Item 2240-105-0001 of Section 2.00 of the Budget Act of 2016 is amended to read:

2240-105-0001—For transfer by the Controller to the
 Emergency Housing and Assistance Fund
 45,000,000

Provisions:

- 1. The funds transferred by this item shall be used for support costs and local assistance associated with administering the California Emergency Solutions Grant Program as set forth in Chapter 19 (commencing with Section 50899.1) of Part 2 of Division 31 of the Health and Safety Code. Any amount of the funds transferred by this item that remains unobligated as of June 30, 2018, shall be used for purposes of the California Emergency Solutions and Housing Program (Chapter 2.8 (commencing with Section 50490) of Part 2 of Division 31 of the Health and Safety Code).

SEC. 9. The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique circumstances in the Bridges at Kraemer Place shelter and in the County of Merced it is therefore necessary to allocate funds to that shelter and county directly.

SEC. 10. This act is a bill providing for appropriations related to the Budget Bill within the meaning of subdivision (e) of Section 12 of Article IV of the California Constitution, has been identified as related to the budget in the Budget Bill, and shall take effect immediately.



TOWN OF PARADISE
Council Agenda Summary
Date: November 13, 2018

Agenda No. 6(c)

ORIGINATED BY: Marc Mattox, Assistant Town Manager / Public Works Director

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Central Business District Complete Streets Investment
("BUSINESS DISTRICT INVESTMENT") Project

COUNCIL ACTION REQUESTED:

1. Consider adopting Resolution No. 18-___, A Resolution approving the plans and specifications for the Almond Street Multi-Modal Improvements and Paradise Gap Closure Complex, combined as the Central Business District Complete Streets Investment ("BUSINESS DISTRICT INVESTMENT") Project and authorizing advertisement for bids on the project.

Background:

In 2010, the Town of Paradise approved the Downtown Master Plan, which identifies key capital improvement projects and an overall vision for Paradise's commercial core, and zoned as the Central Business "CB" zone, encompassed by Skyway, Pearson, Elliott Road and Almond Street.

In late 2015, the Town of Paradise received an Active Transportation Program grant for the Almond Street Multi-Modal Improvements to formally begin the implementation process for the Downtown Master Plan. This grant includes the design and construction of new sidewalks, bike lanes, drainage improvements along Almond Street between Pearson Road and Elliott Road. This project has since been leveraged by Measure C funds in fiscal year 2019/2020 to complete a road overlay.

In 2016, the Town of Paradise formally established an Underground Utility District with the same boundary as the Downtown Master Plan. This effort will require all overhead utilities to be converted to underground installations by July 2020.

In April 2017, the Town of Paradise received authorization to proceed on a new Congestion Mitigation Air Quality (CMAQ) grant in the amount of \$306,000. This grant will provide for the environmental review and design phase of the Paradise Gap Closure Complex. The project will close all sidewalk/infrastructure gaps between what has been completed to date, planned for Almond Street, and ultimately identified in the Downtown Master Plan.

In June 2017, Town Council awarded a contract to Mark Thomas of Sacramento, CA to perform all design services in conjunction with the Almond Street Multi-Modal Improvements and the Paradise Transit Center (led by Butte County Association of Governments (BCAG)).

In March 2018, the Town of Paradise learned the Paradise Gap Closure Complex was awarded construction funding through the Active Transportation Program Cycle 3A solicitation. The 3A Cycle includes projects made possible by the passage of Senate Bill 1, Road Repair and Accountability Act of 2017.

Combined, the Almond Street Multi-Modal Improvements Project and Gap Closure Projects will be referenced as the Central Business District Complete Streets Investment (“BUSINESS DISTRICT INVESTMENT”) Project.

Analysis:

The Town’s design consultant, Mark Thomas, has successfully completed all steps to bring the project to construction phase and advertisement.

The overall scope of work for the combined Almond Street and Gap Closure projects can be summarized as follows:

- Installation of new Class II Bicycle Lanes along Birch Street, Fir Street, Black Olive Drive and portions of Almond Street
- Installation of new Class I Bicycle/Pedestrian Pathway along portions of Almond Street
- Installation of new pedestrian-lighting throughout the project area
- Installation of new sidewalks throughout the project area
- Installation of culvert pipes and drainage infrastructure
- Reconstruction of the roadway using full-depth reclamation process (Measure C / SB-1)
- Undergrounding of all overhead utilities (separate, concurrent effort through PG&E)
- Construction of new Paradise Transit Center (separate, concurrent effort through BCAG)

With Council approval of the plans and specifications and authorization to advertise for bids, staff proposes the following schedule:

Approve PS&E:	November 13, 2018
Advertise for bid:	November 14, 2018 (pending anticipated Federal authorization)
Award Contract:	January 8, 2019
Construction:	Summer 2019-Spring 2020 (pending Underground Utility District)

The plans and specifications for the project are on file in the Public Works office for review.

Financial Impact:

The estimated funding breakdown for the Gap Closure Project is shown below:

Preliminary Engineering: \$306,000 at 100% Federal
Construction: \$4,805,000 at 8.9% Federal, 78.8% State ATP SB-1, and 12.3% Local SB-1
Construction Engineering: \$290,000 at 100% Federal

The estimated funding breakdown for the Almond Street Multi-Modal Project is shown below:

Preliminary Engineering: \$235,000 at 97.5% State ATP, 2.5% Local
Right of Way: \$200,000 at 97.5% State ATP, 2.5% Local
Construction: \$3,290,000 at 97.5% State ATP, 2.5% Local
Construction Engineering: \$180,000 at 97.5% State ATP, 2.5% Local

The combined engineer’s estimate for the construction contract is \$7,346,000. A more detailed financial accounting will be provided at the time of contract award.

**TOWN OF PARADISE
RESOLUTION NO. 18-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATES FOR THE CENTRAL
BUSINESS DISTRICT COMPLETE STREETS INVESTMENT (“BUSINESS DISTRICT
INVESTMENT”) PROJECT AND AUTHORIZING ADVERTISEMENT FOR BIDS ON
THE PROJECT**

WHEREAS, the Town of Paradise has received a combined \$7,216,000 allocation of Active Transportation Program funds and \$1,025,000 in Federal Congestion Mitigation Air Quality funds; and,

WHEREAS, the purposes of these programs are to:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits,
- Provide a broad spectrum of projects to benefit many types of active transportation users.
- Improve local air quality by reducing greenhouse gas emissions

WHEREAS, the Central Business District Complete Streets Investment (“Business District Investment”) Project (that combines the Paradise Gap Closure Complex and Almond Street Multi-Modal Improvements Projects) is consistent in scope with the approved grant awards by constructing safe sidewalk facilities, bicycle lanes, drainage infrastructure, pedestrian lighting and landscaping along Birch Street, Fir Street, Foster Road, Almond Street and Black Olive Drive.

WHEREAS, the Central Business District Complete Streets Investment (“Business District Investment”) Project includes road rehabilitation efforts as non-participating grant costs, funded by local Measure C funds and SB-1 gas tax funds.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:

Section 1. The design, plans, specifications and estimates for the Central Business District Complete Streets Investment (“Business District Investment”) Project as reviewed and described in the Town Council Agenda Summary for this Resolution are hereby approved.

Section 2. The Public Works Department is authorized to advertise the Central Business District Complete Streets Investment (“Business District Investment”) Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this
13th day of July, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Jody Jones, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



**TOWN OF PARADISE
Council Agenda Summary
Date: November 13, 2018**

Agenda No. 6(d)

ORIGINATED BY: Marc Mattox, Assistant Town Manager / Public Works Director

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Skyway/Black Olive Signalization Approval of Plans,
Specifications & Estimates and Advertisement for Bids

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 18-___, A Resolution of the Town Council of the Town of Paradise approving the plans and specifications for the Skyway/Black Olive Signalization and authorizing advertisement for bids on the project.

Background:

In 2015, the Town of Paradise procured Federal funding for one Highway Safety Improvement Program project, the signalization of the Skyway at Black Olive Drive intersection (Project). The purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance. The subject project grant agreement was approved by Town Council on April 12, 2016 for the receipt of \$470,900 in Federal-Aid.

On April 12, 2016, Town Council approved Program Supplement Agreement No. F016 for Project HSIPL-5425 (035) to assure receipt of \$470,900 in Federal funds for the project.

On July 14, 2016, staff issued a formal Request for Proposals (RFP) utilizing Small Purchase Procedures in accordance with 23 CFR 172.5(a)(2) modified by FHWA Memorandum dated June 26, 1996 and 49 CFR 18.36(d). The RFP stated the scope of work for the preliminary engineering services which are needed.

In late 2016, Paradise Town Council awarded a contract to Traffic Works for the professional services to design the Skyway/Black Olive Signal.

During the Project design phase, it was estimated construction costs had increased the Project's construction phase to be under budget. In response, the Town of Paradise requested additional funding to bring the project total to \$604,000 at 100% HSIP funding. This request was approved by Caltrans.

Following completion of signal design in late 2017, a need for a five-foot by fifteen-foot easement at the southwest corner of the Skyway and Black Olive Drive was identified. This easement is required to facilitate the installation of a signal pole and foundation.

On February 13, 2018, Paradise Town Council awarded a contract to Bender Rosenthal Incorporated to prepare and facilitate the easement acquisition. Final escrow closed on September 25, 2018.

Analysis:

With Council approval of the plans and specifications and authorization to advertise for bids relating to the Project, staff proposes the following schedule:

Approve PS&E:	November 13, 2018
Advertise for bid:	November 14, 2018 (pending anticipated Federal authorization)
Award Contract:	December 11, 2018
Construction:	Winter-Spring 2019

The plans and specifications for the Project are on file in the Public Works office for review.

Financial Impact:

The Skyway-Black Olive signal is 100% funded in design and construction phases. Currently, \$539,000 in Federal Highway Safety Improvement Program funds are allocated to the project. A full financial breakdown will be provided at the time of contract award.

**TOWN OF PARADISE
RESOLUTION NO. 18-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE APPROVING THE PLANS, SPECIFICATIONS AND
ESTIMATES FOR SKYWAY/BLACK OLIVE SIGNALIZATION AND
AUTHORIZING ADVERTISEMENT FOR BIDS ON THE PROJECT.**

WHEREAS, the Town of Paradise has received a \$604,030 allocation of Highway Safety Improvement Program funds; and,

WHEREAS, the purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads; and,

WHEREAS, the 2015 Caltrans grant award to the Town requires specific countermeasures to be implemented which address actual historical collision data and trends; and,

WHEREAS, the Skyway/Black Olive Signalization (Project) is consistent in scope with the approved grant award by installing a four-way traffic signal.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:

Section 1. The design, plans, specifications and estimates for the Skyway/Black Olive Signalization Project, described in the Town Council Agenda Summary for this Resolution are hereby approved.

Section 2. The Town Public Works Department is authorized to advertise for bids the Skyway/Black Olive Signalization Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 13th day of November 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Jody Jones, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney