

REGULAR MEETING OF THE HOMELESSNESS SOLUTIONS TASK FORCE  
OF THE CITY OF VICTORVILLE

February 9, 2021

Join by Phone: 1-669-900-9128

Meeting ID: 958 2285 7078

Zoom Video Conference at: <https://victorvilleca-gov.zoom.us/j/95822857078>

4:00 P.M. REGULAR MEETING

**TELECONFERENCE NOTICE**

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20 issued on March 17, 2020 that allows attendance by members of the Homelessness Solutions Task Force, City Staff, and the public to participate and conduct the

This meeting will be available via Zoom at <https://victorvilleca-gov.zoom.us/j/95822857078>

\*\*Public comments can be submitted via Zoom by computer, laptop, and smart device or by Email.

To provide comment via Zoom, click "Raise Hand" to request to speak when Public Comment is being taken on the Agenda Item you wish to speak on. When it is your turn, you will be removed from mute and allowed to make public comments for an allotted time. If you would like your comments to be read during the meeting, please email your comments to [mnelson@victorvilleca.gov](mailto:mnelson@victorvilleca.gov) no later than February 9<sup>th</sup> at 3 p.m. include the Agenda Item # on which you are commenting in the subject line of your email. If your comment doesn't apply to a specific Agenda Item, write General Public Comment in the subject line.

ANY INDIVIDUAL WITH A DISABILITY WHO REQUIRES REASONABLE ACCOMMODATIONS TO PARTICIPATE IN THE HOMELESSNESS SOLUTIONS TASK FORCE MEETING MAY REQUEST ASSISTANCE AND/OR RECEIVE THE AGENDA IN AN ALTERNATIVE FORMAT BY CONTACTING THE RECORDING SECRETARY AT (760) 243-1969 NO LATER THAN SEVENTY-TWO HOURS PRIOR TO THE MEETING

REGULAR MEETING

4:00 P.M.

CALL TO ORDER

ROLL CALL

AGENDA ITEMS

- 1. Welcome & Announcements** - Sheltered PITC 1/28/21, sections, AB 71 (Homeless Funding Bill authored by Luz Rivas), Cassandra Searcy, Homelessness Solutions Coordinator
- 2. Covid-19 Homeless Response** - City seeking to partner with homeless providers to distribute water, toilet and hygiene kits to assist during the pandemic; Sanitation Stations; FEMA Reimbursement – Scott Webb, City Planner
- 3. Interim Shelter/Navigation Center & Anti-Camping Enforcement** - Cassandra Searcy, Homelessness Solutions Coordinator, Scott Webb, City Planner
- 4. Warming Shelter (Needs & Next Steps)** - Cassandra Searcy, Homelessness Solutions Coordinator, Round Table Discussion

**5. Task Force Updates - *Round Table Discussion***

PUBLIC COMMENT

ADJOURNMENT

**Item #3**

**Scope of Services for:**

**VICTORVILLE INTERIM SHELTER  
AND WELLNESS CENTER  
LEAD OPERATOR**

# CITY OF VICTORVILLE



REQUEST FOR PROPOSALS FOR

## **INTERIM SHELTER AND WELLNESS CENTER LEAD OPERATOR**

Project BM21-086

Proposal Due Date:

**THURSDAY, February 11, 2021**

**3:00 P.M. PST**

**CITY OF VICTORVILLE**  
**SECTION III. SCOPE OF SERVICES**  
**RFP FOR INTERIM SHELTER AND WELLNESS CENTER LEAD OPERATOR,**  
**PROJECT BM21-086**

**1. Introduction**

The City of Victorville (City) seeks to develop an 80 -bed interim shelter that will operate as a 24-hour, low barrier shelter and navigation center for homeless men, women, and families. Although the City is seeking an 80-bed interim shelter to help meet the needs of the local homeless community, the facility designated to house the interim shelter has the capacity to occupy a maximum of 92 shelter beds allowing the selected Lead Operator the ability to expand services if necessary. The City also intends to construct a permanent, 168-bed Wellness Center that will provide interim housing, recuperative care, onsite support services and a medical clinic, but until the Wellness Center project is completed an interim shelter is needed to provide a public service that assist homeless individuals with emergency shelter, case management and on-site wrap-around services that should include pathways toward permanent housing assistance, income stabilization, medical and behavioral health services, substance abuse counseling, job training/placement, and assistance with documentation readiness.

The interim shelter will be stationed in the City's Westwinds Sports Center, which is located at 18241 George Blvd Victorville, CA 92394. The property sits on the former George Airforce Base and is currently being occupied as a seasonal shelter, also known as a warming shelter. George Air Force Base is located within the City limits and is 8 miles northwest of central Victorville, California. The base is now the site of the Southern California Logistics Airport (SCLA) and is located near interstate 15. There are no commercial passenger services at this facility, except for fixed based operator and charter flights and no one resides on the base. An active bus route exists allowing access on and off the base and airport security patrols the area 24 hours a day. The Wellness Center will be located at 16902 First Street Victorville, CA 92395, which is adjacent to Eva Dell Community Park.

Westwinds Sports Center, the location for the interim shelter sits directly across the street from Schmidt Park, providing open green space for individuals to relax, exercise and get fresh air. Adjacent to the facility is a lighted baseball field with a grass infield. Use of the baseball field would be restricted during times of field reservations by sports user groups or other organizations. Westwinds Sports Center has been converted to accommodate multiple living spaces and bed arrangements at the warming shelter and it will continue to lend itself favorably as an interim shelter. The lease agreement with the warming shelter operator terminates on March 31, 2021. To ensure that there are no gaps in providing shelter service the City will help to coordinate a transition between the current warming shelter operator and the selected Lead Operator so that there is a smooth handoff of operations.

Although Westwinds Sports Center can accommodate 92 shelter beds there is a limit on the number of shelter beds allowed per room. This number is based on square footage The Westwinds Sports Center contains a large gymnasium, five racquetball courts, a meeting room, activity room, an exercise room, and several male and female restrooms. There are also male and female showers. The main gym area (main congregate sleeping area) is 102' x 80'7", which equates to 8,220 square feet of space. Using the building code factor of 120 for institutional sleeping areas a maximum of 69 shelter beds can be set up in the main gym.

Quarantine/Isolation rooms are also necessary to reduce the risk of existing shelter occupants contracting COVID-19 from new intakes. To address this concern, the Westwinds Sports Center has two areas designated for this purpose. The activity room (55'3" x 30' or 1,658 sf) is currently being utilized as a quarantine/isolation room and can house up to 14 shelter occupants. The exercise room offers additional quarantine space (22'2" x 46'4" or 1,027sf) and can accommodate 9 shelter

occupants. Combined, the main gym, activity room and exercise room accommodate 92 shelter beds. Room configurations can be amended as needed to meet the optimal layout design designated by the selected lead operator.

### Recuperative Care

The selected Lead Operator can also provide a small scale of recuperative care (medical respite) to assist homeless men and women discharged from hospitals who are still in need of medical oversight. To ensure that the City has adequate shelter beds to meet the needs of its homeless community the selected lead operator should not utilize more than 20% of interim shelter beds for recuperative care. For example, if the Lead Operator utilized the maximum amount shelter beds allowed (92) then no more than 18-20 shelter beds (20%) could be set aside for recuperative care. It is important to note that the combined number of shelter beds and recuperative care beds cannot exceed the maximum allowable amount of 92 shelter beds (i.e. 20 Recuperative Beds + 72 Shelter Beds = 92 beds).

The City's preference is for the selected Lead Operator to provide all requested core services described in Table 2 of this document. Proposer needs to demonstrate the ability to perform by April 1, 2020. The City encourages the interim shelter operator to partner with local non-profits, community-based organizations, and government agencies to prioritize homeless related matters through engagement, intervention, and immediate assistance.

### Fire Watch

The City intends to install a fire sprinkler system at Westwinds Sports Center and is actively researching information concerning local vendors and price estimates, however the cost associated with a new fire sprinkler system is very expensive and the City may have to wait until fiscal year 2021-2022 to include the cost of improvements in the City's budget. In the extent that the City is not able to install a fire sprinkler system at Westwinds Sports Center the Lead Operator will need to implement Fire Watch services.

Fire Watch Services are on-site safety functions performed by specially trained individuals who complete regular patrols in interval shifts that cover the facility from sun-down to sun-up throughout the year. Fire Watch services also include identifying hazards, keeping logs, checking equipment, and notifying the fire department should a fire break out. Fire Watch does require dedicated staffing at night, however, the City is flexible in allowing the Lead Operator to utilize either a 3<sup>rd</sup> party security company to perform Fire Watch or dedicated staff or volunteers specifically trained for this task.

When drafting an Operations Plan, for the interim shelter it is important that the selected Lead Operator make allowances for onsite security as well as Fire Watch services. Fire Watch will not be necessary at the Wellness Center once constructed as the Wellness Center will have a sprinkler system installed. Please note that the need for Fire Watch could create additional cost for the selected Lead Operator and as such different options for Fire Watch should be explored before submitting a proposal.

### Purpose of this Proposal

The City is requesting proposals for a professional Lead Operator to oversee the day to day operations of an Interim shelter, which is anticipated to open April 1, 2021 at the Westwinds Sports Center. The City is also requesting that the selected Lead Operator transfers services to the Wellness Center once the facility is constructed. The City will enter into an agreement with the selected Lead Operator to oversee both the interim shelter and the permanent shelter hereby referred to as the Wellness Center.

The selected Lead Operator will contract directly with the City to provide core services as detailed in this RFP; including, but not limited to, facility management and operation; routine facility maintenance

and janitorial services; daily meals; laundry assistance; case management; housing navigation; on-site security; miscellaneous technical support; and coordination with partner referral entities. Medical, mental health and other services are anticipated to be provided through Memorandums of Understanding (MOU's) with County and non-profit agencies (See Table 1 "Support Services for Shelter and Recuperative Care"). The Lead Operator will be trusted with the coordination of daily activities. If the Lead Operator has a preferred service partner, the Lead Operator may list that partner/agency as an "Exception". Otherwise, the Lead Operator will accommodate the anticipated support services providers.

### **Equipment and Furnishings**

In order to ensure the Westwinds Sports Center has a smooth transition from warming shelter to interim shelter the warming shelter operator has agreed to allow the following items to remain at Westwinds: Shelter beds and cots (including linen), warming table, pantry shelves, laundry appliances (washers and dryers) and industrial size refrigerator and freezer. The warming shelter operator is loaning said items to the City. Once the Wellness Center is constructed the warming shelter operator can choose to have all items returned or donated to the Wellness Center.

### **What is Needed**

Proposals are requested from qualified agencies experienced in managing a homeless shelter and/or a recuperative care center.

The City is looking for a qualified Lead Operator to provide core services as described in Table 2 ("Facility Operator Core Services") to interim shelter.

- Shelter Component (24-Hr/ Low Barrier)
- Recuperative Care (Medical Respite)

### **Option A:**

- A professional lead operator with qualified experience managing a homeless shelter and recuperative care center can apply to become a single lead operator for the interim shelter.

### **Option B:**

- A professional lead operator with qualified experience managing a homeless shelter can apply to become a single lead operator for the interim shelter, and subcontract for recuperative care services.

### **Option C:**

- A professional lead operator with qualified experience managing a recuperative care center can apply to become a single lead operator for the interim shelter, and subcontract for low barrier shelter services.

The Lead Operator should have specific experience working with local government, community-based organizations, and non-profits. Proposals should include all information requested in this RFP and demonstrate experience operating a Shelter, Recuperative Care Center, or both.

### **Background**

Homelessness in the State of California has significantly increased over recent years and as of January 2020, 53% of the nation's unsheltered homeless population reside in the State. Cities large and small have experienced an increase in homelessness including Victorville. The 2020 Point in time Count revealed the City had a 35.4% increase in homelessness compared to the previous year. The increase

in homelessness is placing a strain on City resources and is having a negative impact on the environment, communities, and business districts.

The City has partnered with several local service providers to assist unsheltered, homeless individuals; High Desert Homeless Services provides shelter to men, women, and families; Victor Valley Rescue Mission has a men's shelter for those recovering from a substance use disorder; Family Assistance Program provides shelter beds for youth; and A Better Way offers shelter beds for victims of domestic violence. Combined, these service partners provide 104 shelter beds to the local homeless community.

Often, these agencies operate near, or at full capacity. The interim shelter will allow for the expansion of shelter beds that are needed in the City. The expectation is that compliant persons experiencing homelessness will remain at the interim shelter until they are able to identify appropriate permanent housing or additional services as needed. Clients in the shelter shall not be a threat to themselves or others, nor a sexual offender, nor have a violent criminal history.

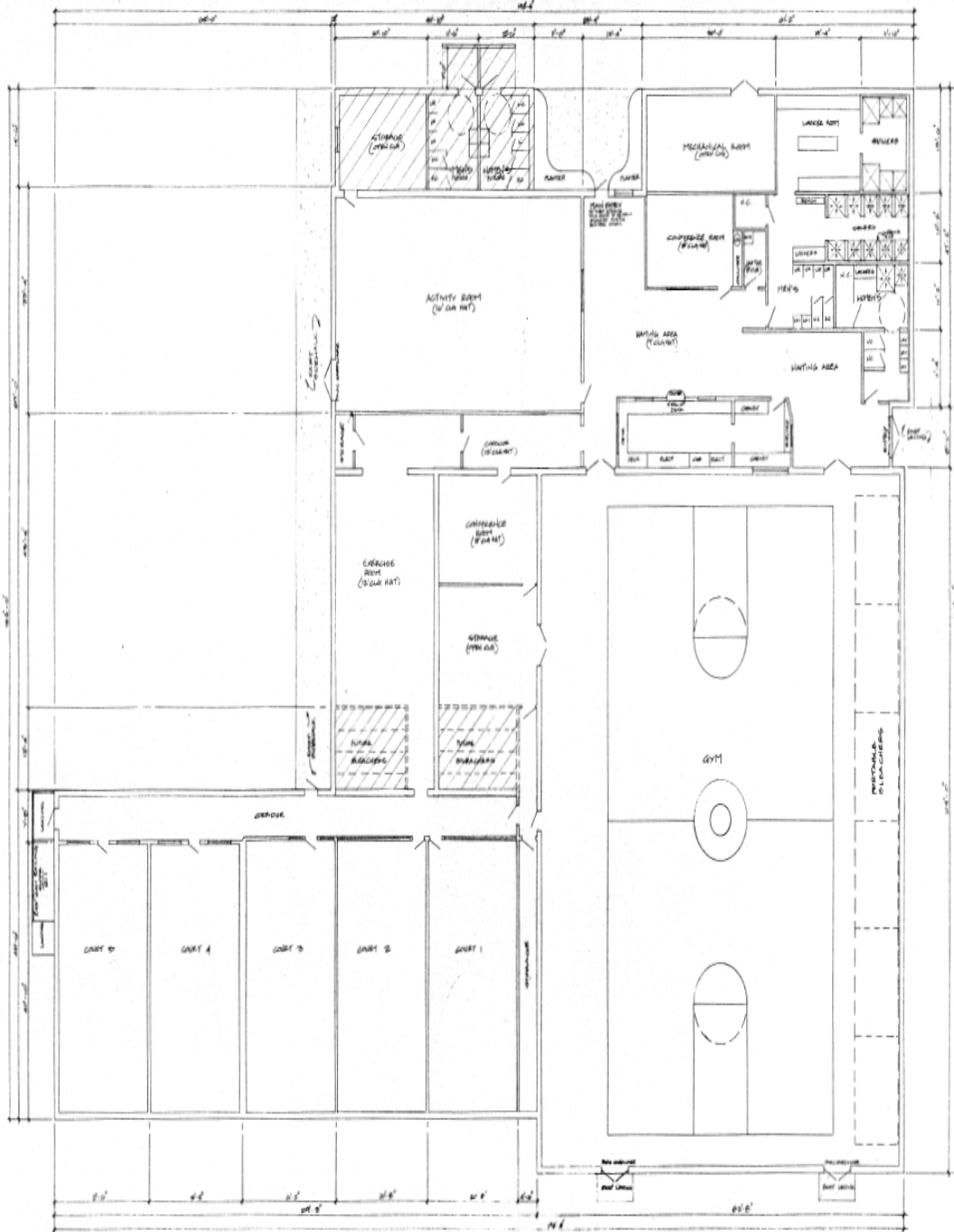
Figure 1. Photos of Westwinds Sports Center (Interim shelter) 18241 George Blvd. Victorville, CA 92392







Figure 2. Current Layout of Westwinds Sports Center



**CITY OF VICTORVILLE**  
**PARKS AND RECREATION DEPARTMENT**  
 14343 CIVIC DRIVE  
 VICTORVILLE, CALIFORNIA 92392-2399

**PROJECT TITLE**  
 FLAGSHIP - RECREATION CENTER

**DATE:** 11/11/11  
**SCALE:** 1/8" = 1'-0"  
**DRAWN BY:** GSA  
**CHECKED BY:** GSA  
**DATE:** 11/11/11

**APPROVAL:** DATE: INITIAL

**BUILDING:**  
**ENGINEERING:**  
**DATE:**  
**INITIAL:**

**SHEET**  
 4 OF 6

## Plans and Design of Future Wellness Center (Permanent Shelter)

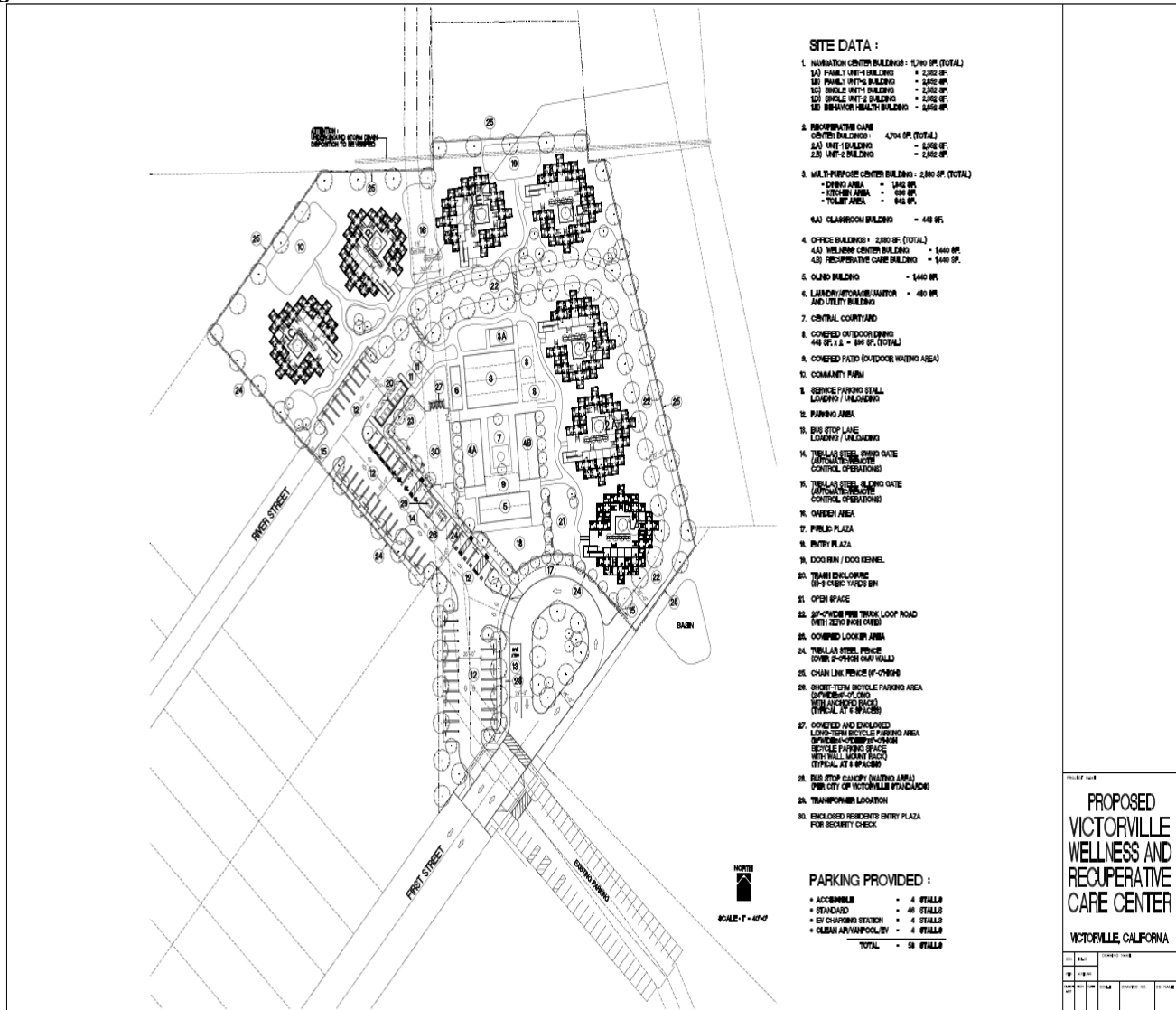


After extensive research, staff determined it was more feasible to use City-owned land to construct the Wellness Center versus rehabbing an existing building. In light of COVID-19, staff also came to the realization, congregate style shelters were not favored by the CDC as they are less effective at reducing the spread of COVID-19. Fortunately, staff was introduced to a homeless housing developer that specializes in using innovative building materials to create unique housing modules for individual, double, and family unit occupancy. This groundbreaking design will help to reduce the spread of COVID-19 and provide a sense of autonomy, privacy, and security to occupants.

Figure 2. Conceptual LifeArk Design-Wellness Center Campus



Figure 3. Future Site Plan Below



**Interim Shelter**

**Facility Objective and Design**

The objective of the interim shelter is to provide shelter and high-impact wrap-around services to homeless individuals and families to help stabilize housing, improve mental and physical health, increase self-sufficiency, and end the cycle of homelessness. The Wellness Center once constructed will mirror services provided at the interim shelter, but on a larger scale.

There are some differences between the interim shelter and the Wellness Center. Unlike the Wellness Center which will allow individuals and families to have private living quarters, the interim shelter will operate as a congregate style shelter. Also, the interim shelter will not have the capacity to house pets indoors. The City will work with the Lead Operator and Animal Control Division to see if kennels could be temporarily placed on grounds at the Westwinds Sports Center so that homeless persons will have the option to remain near their pets.

<b>Interim Shelter Components Versus Wellness Center Components</b>		
<b>COMPONENTS</b>	<b>INTERIM SHELTER</b>	<b>WELLNESS CENTER</b>
Individual, Double & Family Occupancy Units	<i>No (Congregate)</i>	Yes
Office/Workspace for Service Providers	Yes	Yes
Area for Personal Storage Bins	Yes	Yes
Dog Run/Pet Area	<i>No (Park nearby)</i>	Yes
Interview/Recreation & Classroom Area	Yes	Yes
Congregate Dining Hall	<i>No (Area identified)</i>	Yes
Industrial Kitchen	No	Yes
Laundry Area	Yes	Yes
Employee & Occupant Parking	Yes	Yes
Secured Entrances	Yes	Yes

## **Population Served by the Interim Shelter and Wellness Center Are the Same**

### **Definition of “Low Barrier”**

The shelter component of the Wellness Center will serve adults, age 18 and over, who are experiencing homelessness. Homeless families with minor children will also be assisted. Although the population served by the interim shelter and the Wellness Center will be the same the low-barrier features will not be the same. “Low Barrier” features typically include the allowance of partners, pets, and possessions, but the interim shelter will not be able to accommodate pets. The City will help to explore the possibility of using kennels that can be kept outdoors at the interim shelter.

- **Partners.** Individuals who have a spouse or partner will be allowed to stay at the Shelter in an area designated for those with partners. Individuals will be required to display appropriate behavior at all times and may be subject to removal for inappropriate actions toward staff or other individuals.
- **Pets.(Does not apply to interim shelter)** Pets will be allowed onto the premises of the Wellness Center, and are likely to be housed in the same living area as the occupant and kept in a cage enclosure while the occupant is out handling personal affairs (i.e. medical appointments, employment matters, classes, etc.) unless a separate kennel area is created. There will be a dog run area on-site. Animals will likely be limited to dogs and cats and will be subject to examination by a veterinarian or animal control officer if deemed necessary. Each animal will be required to be vaccinated (at no cost to the individual) for the safety of all individuals including staff and other animals in the facility. Because of limited space the allowance of pets will be at the discretion of the lead operator and more than likely will require the use of kennels to be located at a designated area on the property.
- **Possessions.** Clients will be required to store their personal possessions in a plastic bin or locker, which will be kept in a safe and secured location on campus. Possessions that do not fit within the container (such as shopping carts) will be surrendered upon entry.

## **2. Prerequisites for Potential Lead Operator**

Proposals will only be considered from organizations which meet the following prerequisites:

- Be a qualified private, public, or nonprofit organization currently engaged in providing homeless services and successfully managing homeless service centers.
- Have a minimum of three consecutive years of successfully managing and operating homeless programs and delivering relevant services of a similar type and scope as described in the Scope of Work (“Services”) and Table 2- “Facility Operator Core Services”.
- Have not filed for bankruptcy under any business name over the past five (5) years.

- Have the current organizational experience and staff capacity to undertake a new Homeless Service Center Program.
- If applicable, organization and/or its key personnel, shall hold an appropriate license for the organization's discipline and services prior to signing any contract for the operation of Victorville's Wellness Center
- The organization and its personnel shall be able to perform all the requirements as outlined in Table 2.

### **3. Scope of Services**

#### **Scope of Services for Interim Shelter**

The City is seeking an experienced professional lead operator to run its interim shelter. The interim shelter will be a low barrier navigation center that provides at least 80 shelter beds (92 beds maximum) and offers wrap around services to homelessness individuals. Once the Wellness Center is constructed the interim shelter will cease. The lead operator for the interim shelter will transfer programming services including staffing, equipment, and resources to the Wellness Center. The interim shelter will operate as a 24/7 shelter, 365 days a year providing access to a wide range of programs and supportive services. The program shall not be faith-based but shall provide safe shelter, basic needs, and navigation services to move clients out of homelessness and into permanent housing opportunities. Services shall include, but not be limited to, the following:

- All services outlined in Table 2," Facility Operator Core Services".

#### **Scope of Services for Wellness Center**

The City is seeking an experienced professional lead operator to run its proposed Wellness Center. The Wellness Center will be a 168-bed, low barrier, shelter that will assist individuals and families who are experiencing homelessness and it will provide recuperative care services to homeless adults. The Wellness Center will operate as a 24/7 shelter, 365 days a year providing access to a wide range of programs and supportive services. The program shall not be faith-based but shall provide safe shelter, basic needs, and navigation services to move clients out of homelessness and into permanent housing opportunities. Services shall include, but not be limited to, the following:

- All services outlined in Table 2," Facility Operator Core Services".

#### **Scope of Services for Recuperative Care Component**

A professional lead operator is needed to provide recuperative care and transitional housing services to homeless adults discharged from hospitals. Recuperative care will be provided at both the interim shelter and the Wellness Center. The selected Lead Operator must be able to provide short term care and case management to individuals recovering from an acute illness or injury that does not necessitate hospitalization, but whose illness would be exacerbated by their living condition (i.e. unsuitable or uninhabitable). The recuperative care operator will assist with housing stabilization, provide appropriate accommodations upon admission, promote proper hygiene with direct access to showers and laundry facilities, secure storage for personal belongings and medications (refrigerated storage for medications must be available), and provide meals.

### **4. Service Expectations**

The interim shelter and Wellness Center Operating Plan shall incorporate best practices in service provision to all populations, including the following approaches:

- Housing-Focused.** The system and all programs within it will use a Housing First, low barrier approach focused on ending homelessness for everyone as quickly as possible.
- Client-Focused.** The Lead Operator and Sub-contractors will drive solutions and programs that focus on meeting Client needs. The Lead Operator will use a clear assessment to ensure Clients have a

clear understanding of how to access services and what to expect from the system and ensure Clients are not required to sign up for numerous waiting lists or approach multiple programs to receive help.

**c. Stakeholder-Informed.** Decisions about design, implementation, and review of results will be carried out with collaboration and input from a broad range of community stakeholders that form the Homelessness Solutions Task Force.

**d. Respectful, Safe, Clean & Welcoming.** Services shall be delivered in a respectful, safe, clean, and welcoming manner that incorporates broadly accepted best practices and facilitates client success.

**e. Data-Driven.** Data will be used to best serve each Client, assess the outcomes of programs, evaluate impact, inform changes, and guide investment to achieve maximum impact. The Wellness Center Operating Plan will include clear participation and integration with Homeless Management Information System (HMIS), Coordinated Entry System (CES) and the City's Homelessness Solutions Coordinator.

**f. Accountable & Measurable.** The system will be held accountable for results, using data to track goals and performance measures for each component and to ensure each Client is being well-served.

**g. Innovative.** The Lead Operator will continuously evaluate opportunities to adapt practices to innovate new strategies to increase positive outcomes.

### **Service and Outcome Objectives**

**a. Service Objectives.** Service objectives for each program shall describe expectations around the quantity and quality of services provided; including but not limited to:

- Number of unduplicated individuals to be served in the reporting period.
- Number of services provided by service type.
- Timeliness or frequency of service provision.

**b. Outcome Objectives.** Outcome objectives for each program shall measure the change in the Clients, community, or system because of the programs; including but not limited to:

- Reduction in the length of time an individual remains homeless.
- Reduction in the rate of returns to homelessness.
- Improvements to an individual well-being and self-sufficiency.
- Exit to permanent housing (subsidized or unsubsidized) during the year; and/or
- Client satisfaction with services, treatment, meals, and adherence to shelter standards of care.

### **Homeless Diversion**

The Shelter Lead Operator will include homeless diversion screening at intake to ensure that those with alternative resources will not access the homeless system, but instead be provided direct referrals or connected with an agency that can offer successful diversion assistance.

### **Coordination with Transitional and Bridge Housing Providers**

Lead Operator will work with service providers both on and off-site to locate Transitional and/or Bridge Housing vacancies. This strategy will increase the Year-Round Emergency Shelter Program bed turnover rate as clients are successfully matched to alternate housing opportunities.

### **Multi-Disciplinary Team Meetings**

It is strongly recommended that the Lead Operator coordinates routine Multi-Disciplinary team meetings to allow Case Managers, Employment Coordinators, Housing Navigators and other professionals (i.e. behavioral health and medical health workers) to discuss the progress of clients, issues or any gaps in service and to help guide client's efforts to improve positive outcomes related to self-sufficiency and housing security.

### **Employment and Housing under Lead Shelter Operator**

Shortly upon time of admission into the shelter, each client will be assigned to a Case Manager who will



assess and connect the client to an Employment Coordinator and Housing Navigator. Occupants in recuperative care will be connected to services as deemed appropriate by their care manager and/or medical attendant. The primary function of the Employment Coordinator and Housing Navigator is to work side-by side with the client to create a pathway toward permanent housing opportunities, with the ultimate goal of ending homelessness. Additionally, the Case Manager will provide resources, referrals, and support to the client during their stay. Case Managers will also assist clients with obtaining necessary documentation to move forward in their housing connection process.

**Facility Maintenance**

Maintenance by Lead Operator is expected throughout the term of the agreement. The Lead Operator will keep a schedule for regular facility maintenance and cleaning. Janitorial services must be maintained and include daily cleaning services for all areas utilized by clients and weekly for office space, or in increments as may be required due to COVID-19 or other such guidance. The landscape will also be maintained by the Lead Operator. Maintenance of the outside ground will be incorporated into the maintenance schedule and rotation including cleaning of parking lot, watering of plants, maintenance and cleaning of sidewalks and patio areas, and checking of outside lights and furnishings. Graffiti will be reported within 24 hours to the City for removal. The Lead Operator must immediately notify the City of any and all damages to the Wellness Center to be repaired by City, other than normal wear and tear.

The Lead Operator will be committed to maintaining a pest free environment throughout the premises. As such trash cans will be emptied daily in all areas. The Lead Operator should be prepared to inspect client spaces and lockers routinely for any items that would attract pests. The Lead Operator shall provide appropriate training to staff for the identification of common pests as well as prevention. A Pest Control company will be contracted by Lead Operator and will come regularly to spray for bugs, check for infestation of pests, and perform other pest prevention or extermination treatments that will be seen on their visits or reported by staff.

**Support Services Secured via MOU by the City (Anticipated)**

<b>Table 1. Support Services for Interim Shelter and Wellness Center (Anticipated)</b>	
<b>Service Type</b>	<b>Description</b>
1 Medical Health Services	On-site care to clients; medical screenings and minor medical treatments not requiring hospitalization; coordinate treatment options with local off-site medical providers as needed; documenting contacts with individuals; maintaining confidential medical records; reporting serious medical conditions to Case Managers and Facility Operator as appropriate. <i>Anticipated Providers: St Mary Medical, Symba Center, IEHP, Borrego Health, SAC Health System</i>
2 Behavioral Health Services	On-site mental health screenings, including alcohol and substance abuse; licensed rehabilitation counselors for counseling and to coordinate offsite treatment as needed; document all contacts with individuals; maintain confidential health records and report potential dangers to Case Managers and Facility Operator as appropriate. <i>Anticipated Partner Providers: IEHP, Helping Hearts, SB County DBH</i>
3 Veteran’s Services	Refer/connect clients to services such as housing, food, medical services, job training and insurance, specifically veterans of the U.S. Armed Forces.

		<i>Anticipated Partner Providers: US Vets &amp; Loma Linda Veterans Administration</i>
4	Job Training Programs	On-site to train including soft skills, technical skills; provide workshops for job searching and interviewing best practices and refer to employers and equip individuals to reenter the workforce. <i>Anticipated Partner Providers: SB County Workforce Development, Reach Out and Goodwill Industries</i>
5	Financial Literacy	Class instruction on personal budgeting, setting up bill pay, money management, planning goals, career preparation, spending and credit. <i>Anticipated Partner Providers: Women of Noble Character, High Desert Homeless Services, Desert Community Bank</i>
6	Veterinary or Animal Care Services	Weekly visits for minor medical needs; vaccinations, microchipping, and food provisions. <i>Anticipated Partner Provider: Victorville Animal Control</i>

The Lead Operator will be trusted with the daily coordination of support service activities.

### Facility Operator Core Services

Table 2 outlines the anticipated core services needed from the awarded Lead Operator. These services are subject to adjustment during the development of the Wellness Center campus.

	<b>Service</b>	<b>Description</b>
1	Facility Management	<ul style="list-style-type: none"> <li>• All administrative activities related to operating the Wellness Center (shelter and recuperative care as applicable);</li> <li>• Professional accounting, record keeping and reporting;</li> <li>• Reporting of the number of clients served, objectives, and outcomes, number, and types of exits per month, number of services provided by service type, length of stay, etc.);</li> <li>• Volunteer organization and management;</li> <li>• IT support ; and</li> <li>• Other day-to-day administrative functions as needed.</li> </ul>
2	Facility Operations & Maintenance	<ul style="list-style-type: none"> <li>• Full Operation of Facility: 24-hour, 7-days per week, 365 days per year;</li> <li>• Coordinate referrals and prioritization of intake;</li> <li>• Daily orientations and programming;</li> <li>• Storage of Client possessions;</li> <li>• General Repairs and upkeep (City financial support for major repair projects);</li> <li>• Janitorial (including supplies);</li> <li>• Gardening (including supplies); and</li> <li>• Maintain full Facility (indoor and outdoor areas) as a clean, safe, pest-free environment, per all applicable building, fire, and health codes.</li> </ul>
3	Facility Meal Program	Prepare and serve three (3) meals daily, to include food orders/delivery and onsite full or partial preparation (if an Industrial Kitchen is built it can be shared between shelter & recuperative care).
4	Laundry Services	Service of on-site machines; management of “credit” system and/or client-based laundry program.

5	Coordinated Entry	Participate in local Continuum of Care (CoC) coordinated entry program. Include Diversion Screening at intake to ensure that those with alternative resources will not be accessing the homeless system. The shelter operator will either provide direct referrals or partner with an agency that can offer successful diversion assistance. Adopt a screening/matching tool to help clients eligible for benefits; and input data into Homeless Management and Information System (HMIS) in a timely manner.
6	Case Management	Conduct intake/assessment of individuals upon entry and coordinate ongoing licensed drug/alcohol counseling, medical/behavioral health appointments, job training and employment activities and Veteran's services. File incident reports and follow up services through placement. <i>(The City is partnering with various support service agencies to provide on-site assistance as described in Table 1)</i>
7	Housing Navigation	Provide initial housing assessment and subsequent housing navigation services. Work closely with Housing Authority and local homeless housing providers to identify and place suitable clients into permanent or permanent supportive housing as quickly as possible.
8	Good Neighbor Policy	Establish and implement a Good Neighbor Policy to maintain a positive relationship with surrounding community and neighborhood and limit negative impact on surrounding areas. Ensure a responsive team is available to address concerns. All community complaints and/or inquiries about the Year-Round Wellness Center will be forwarded to the appropriate staff for prompt (same day) investigation. The Lead Operator will be fully committed to an appropriate customer service response and will consider the resolution of community complaints a high priority.
9	Security	Professional security in/on facility campus, 24 hours per day, seven days per week. Assist facility staff with check-in process including search and seizure of illicit drugs, weapons, and other contraband. Security personnel must possess a Security Guard's License through the State of California Bureau of Security and Investigative Services.

### **Interim Shelter and Wellness Center Operating Plan**

The objective of the Interim Shelter and Wellness Center is to provide shelter, recuperative care and high-impact wrap-around services to homeless adults and families so that they may stabilize their living situations, improve their mental and physical health, increase their independence, and move on to permanent stable housing. Upon contract execution, the awarded Lead Operator shall develop a comprehensive Operating Plan for both the interim shelter and Wellness Center, which details procedures and best practices in accordance with this objective, all applicable local, State and federal laws, the parameters of this RFP, and City Council goals. The Operating Plan shall be reviewed and approved by the City prior to opening and shall be modified periodically in consultation with the City to address issues that arise. The Lead Operator must accommodate the anticipated on-site service providers and the operations plan should allow for sufficient office space *(the City has already identified and reserved a support service building for the Wellness' Center's shelter component and medical clinic)*.

### **Operating Agreement**

Each Professional Consultant Agreement will, to the maximum extent permitted by law, require the Lead Operator to defend, indemnify, and hold the Parties harmless from and against any and all claims or damage to person or property relating to or arising from the Interim Shelter and Wellness Center Service Provider's management and operation of the Interim Shelter and Wellness Center.

## **Reports**

The Lead Operator shall submit reports monthly to the City and, if requested by City, directly to the County of San Bernardino. Data and due dates for the monthly reports will be items mutually agreed upon with the City, County of San Bernardino and data collected through HMIS.

## **Referrals, Prioritization and Screening**

The Interim Shelter and Wellness Center's shelter component will utilize the Coordinated Entry System (CES) to process referrals and include an intake procedure for individuals who enter outside the normal coordinated entry system (i.e. "in-person" referral). An intake worker who is familiar with the Coordinated Entry System should be stationed at the Wellness Center to assist with centralized intake and process in-person HMIS and VI-SPDAT entries for referrals to various support service providers located on and off-site.

Law Enforcement and local homeless outreach teams will also be able to direct homeless individuals to the shelter. The shelter will maintain five percent (5%) bed availability for local code and law enforcement to bring in individuals meeting criterion and requiring shelter and assistance. The shelter will also utilize Homeless Management Information System (HMIS) to collect client-level data and information on the provisions of housing and services to homeless individuals, families, and persons at risk of homelessness. Prioritization for shelter will be given to individuals who have a direct connection to the City of Victorville (i.e. employment, family, former residence).

No person validated on the sex offender registry (Megan's Law) will be allowed to access the shelter property as children may reside on grounds with their families. The Shelter Lead Operator will develop a screening tool to assess individuals over the phone or in person. Additionally, persons with a violent criminal history will not be allowed to access the shelter property. The Shelter Lead Operator will work cooperatively with the local police department and will utilize <https://www.californiaarrests.org/arrest/san-bernardino-county.html> to screen clients for open warrants.

## **Client Rules and Guidelines**

The selected Lead Operator will need to have "Rules & Guidelines" in place and have all clients review and sign a copy of the document prior to entry. A prospective client must be willing to participate in all aspects of their care, follow Year-Round Emergency Shelter rules and maintain appropriate behavior with consideration for other clients of the shelter. Intake staff will assist any clients who may have difficulty understanding or reviewing the rules. Although the shelter component operates as a 24-hour facility, the Lead Operator for the shelter shall restrict loitering and establish curfew hours, making exceptions for individuals who have special circumstances that causes them to return to the shelter beyond the normal curfew hours (i.e. employment, hospital discharge).

## **Exit and Readmission**

- Clients will be considered to have exited the program when they voluntarily leave, are exited from the shelter for safety or continual shelter violations or find alternate housing.
  - When a client exits of their own volition or is exited for shelter violations, the Lead Operator may use discretion to re-screen and allow for re-entry based on the circumstances of the client's departure.
  - Length of exit for safety violations will depend on the severity of the infraction.
- The shelter operator and staff shall be balanced in their approach to program exits and readmission policies as it pertains to rules, violations, and infractions. Such policies should include considerations to maintain a safe and effective facility, safety for clients, volunteers, staff and the surrounding neighborhood as well as demonstrate compassion toward homeless individuals who

face increasingly vulnerable situations if forced to exit from a shelter situation to places not suitable for human habitation.

- It is recommended that infractions will be subdivided in a multi-tiered system based on the perceived impact of the infraction. Consequences for each tier level should be fitting and just for the level of the infraction and its perceived impact on the wellbeing of stakeholders.
- Maximum stay at the Wellness Center should not exceed 180 days, however the Operational Plan can allow for exceptions for those who need a little more time to get their affairs in order. This allowance will be an exception to the rule and not the norm.

### **Identification Requirements**

A form of official identification is required to verify identity; however, a client will not be denied access to shelter services without one. Employment and Housing Navigators will assist clients in obtaining a California ID, providing each client with a no-cost ID voucher. Additionally, all Wellness Center clients will receive a shelter-specific identification card upon entering the shelter that will be used for readmission during the duration of their stay. Shelter ID components may include a photograph, fingerprints, name, and other identifying information.

### ***5. Proposal Format, Contents, and Submission***

The successful Lead Operator must possess valid City of Victorville Business License throughout the term of the contract. All proposals submitted for this Project will be submitted as one (1) original, one (1) digital version and six (6) hardcopies to be organized, tabbed, and presented in the order listed below. The proposals will not be judged by the volume of material presented and, therefore, should be as brief and concise as possible without sacrificing clarity. The proposal **should not exceed** 20 pages in length exclusive of appendix materials (e.g., resumes).

### **Proposal Contents**

Clearly label responses so it is clear which question is being addressed in each answer.

### **Cover Page**

Indicate the name of firm and Project title.

### **Professional Team & Qualifications**

Provide brief information concerning your organization in this section. Include the name and location of the Organization's main office and:

- Discuss the overall capabilities of the organization(s);
- Include a brief narrative of the organization's history, mission, objectives, programs, and services;
- Discuss experience and organizational structure;
- Include an organizational chart, including key staffing for the Proposed Project; and
- Identify if you are a 501 (c) (3) organization and include your Federal Tax ID No.

Provide similar information for each joint venture participant and all subcontractors, if any, along with the approximate percentage of their contribution. If two or more organizations are involved in a joint venture or association for this Project, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the agreement with the City must be individually liable for completion of the entire Project, even when the area of authority and responsibility under the terms of the joint venture or association is limited.

For questions requiring a narrative response, use the following format:

- Page size (8.5"x11")
- 1" margin on all sides
- 12 pt. font (Calibri or Arial)

- Double-spaced text
- Maximum 1 page of narrative (per question)

**Organizational Capability and Experience**

Provide responses to the following:

1. Describe organizational experience, capability, and infrastructure to deliver services listed in this RFP.
2. Describe experience working with the served population and diverse individuals including Black, Latino, and LGBTQ guests, and experience providing responsive services. Include the types of training that staff has received around racial equity, cultural humility, and strengths-based service delivery.
3. Describe experience in integrating common homelessness service principles, such as, but not limited to, Housing First, harm reduction, trauma-informed care, HMIS use, CoC work, etc.
4. Describe experience hiring staff with diverse backgrounds.

**General Program and Operating Plan Draft**

1. Include a draft high-level outline of the Wellness Center Operating Plan as described in Section III (Wellness Center Operating Plan) page 22 of this RFP.
2. Describe the proposed staffing for the City of Victorville’s Wellness Center. Provide title and description of staff to be hired and number of staff. Include all staff (including security). Describe hiring of staff (including leveraging of staff between multiple programs) or any subcontracts or vendor agreements.
3. Provide a Staff Responsibility Matrix for the City of Victorville Wellness Center including volunteer monitoring, referral service and staff coordination (\*2-page attachment max).
4. Provide a description of shelter client rules.
5. Describe the Safety Policy for the facility including:
  - a. Facility maintenance;
  - b. Fire and earthquake safety;
  - c. Fire prevention procedures;
  - d. Fire drills and documentation; and
  - e. Fire inspections and extinguishers.
6. Describe the Security Plan for the Facility including:
  - a. Eligibility screening;
  - b. Secured entrances;
  - c. On-site security personnel;
  - d. Security alarms and cameras;
  - e. Security lighting;
  - f. Loitering/Good Neighbor policy;
  - g. De-escalating conflicts;
  - h. Entrance and exit procedures;
  - i. Policy regarding storage of clients' possessions;
  - j. Policy on possession of weapons on-site; and
  - k. Procedure for contacting police.
7. Describe Health Policies related to:
  - a. Possession of controlled substances;
  - b. Policy for drug possession;
  - c. Security, use, and access of prescription medications;

- d. Client use of over-the-counter medications;
- e. Client access to emergency and medical care;
- f. First aid equipment, supplies, and procedures; and
- g. Policies and procedures for disease prevention.

**8. Describe Food Policies related to:**

- a. Provision of nutritional needs of clients;
- b. Meeting health department standards; and
- c. Provision for sanitary storage and preparation of food.

**9. Explain your grievance policies and procedures related to receiving and posting the policy, process to make a complaint, resolving a grievance, meeting with staff, and whistleblower policy.**

**10. Describe your agency's participation in the coordinated entry system that identifies clients, their needs, services required, and agencies that can assist in providing the appropriate level of services.**

- o Describe your intake process for individuals who enter outside the normal coordinated Entry System (I.e. In-Person referrals).

**12. Describe exit and re-admission policies and procedures.**

- o Maximum stay at the Wellness Center should not exceed 180 days, however the Operational Plan can allow for exceptions for those who need a little more time to get their affairs in order. This allowance will be an exception to the rule and not the norm.

**13. Describe overall program goals and expected outcomes on an annual basis (i.e. bed nights/persons served) including length of stay.**

**14. Describe your policy and procedures on permitting and caring for pets/animals at the shelter (see policy examples below).**

- o A homeless individual may bring their pet with them to shelter, but if the owner does not have proof of vaccinations and if it is suspected that the animal has fleas or ticks, or is ill, the animal will be kept in the outdoor kennel area until an animal specialist has examined and cleared the pet for entry.
- o Animals that have been cleared by an animal specialist may be allowed to remain in the room with their owners.
- o Animal owners are required to care for their own pet and when leaving the shelter to go to work or handle personal affairs, the pet must be kept in a cage/kennel in a designated area until the pet owner returns to care for animal).

The City is working with Animal Control to allow for part-time or intermittent animal services on-site.

**ITEMS REQUIRED WITHIN 15 DAYS OF AWARD OF CONTRACT**

- A copy of Internal Revenue Service letter granting exemption under section 501 (c) (3) of the Internal Revenue Code.
- Federal Form 990
- Copy of insurance policy

**Cost of Services**

Describe overall program goals and expected outcomes on an annual basis (i.e. bed nights/persons served) including length of stay.

**PROPOSED ANNUAL OPERATING BUDGET** - Proposed Annual Operations Budget: Use the budget outline below to identify annual operating costs associated with the City of Victorville’s Wellness Center.

Description	Amount
Staffing/Administrative Salaries/Professional	\$
Professional Fees	\$
Other:	\$
Other:	\$
Other:	\$
Facility Expenses (Insurance, Office Supplies, Phones, Janitorial, Utilities, etc.)	\$
Security	\$
Maintenance (i.e. trash disposal, cleaning supplies, landscaping, etc.)	\$
Special Services Supplies (Pet Services, Bike Shop, Client Storage, Salon, etc.)	\$
Transportation (including taxi service)	\$
Meals, Snacks, Beverages and Kitchen Supplies	\$
Client Supportive Services	\$
Laundry	\$
Coordinated Entry System	\$
Equipment/Furnishings	\$
Replacement Reserves	\$
Operation and Program Expenses Totals	\$
Contingency (5%)	\$
<b>TOTAL BUDGET</b>	<b>\$</b>

In addition to the outline above, please provide the following additional details regarding the proposed annual operating costs included in the table:

1. A summary of Annual Operating Budget, which lists the overall costs each of the “Facility Operator Core Services” listed in Table 2 of this RFP.
2. A detailed Annual Operating Budget, which includes a line-item detail break-down of the “Facility Operator Core Services”.
3. List of one-time startup costs included in the budget (equipment list, supply list, etc.).
4. A standard fee schedule showing the hourly rates for staff and any other direct material and equipment costs that are likely to occur.

**NOTE:** While the Lead Operator Core Services are listed separately for clarification purposes, the services function together and there is no requirement for separate or standalone staffing for each function. It is anticipated that staff would perform a combination of roles where appropriate. The Wellness Center Operating Plan is also anticipated to provide opportunities for clients to participate in daily operations and maintenance activities as part of a training and rehabilitation activities. The proposed budget should outline all estimated costs to complete the Project as outlined in this RFP, including administrative costs, graphics, duplication, and mailings as well as travel costs. Please note that the City does not pay “Cost-Plus” expenses. Therefore, integrate all anticipated costs to complete the Project into the total proposed budget.



**Professional References**

Provide professional references, letters of support, or examples of past project work which demonstrates that your firm has the capacity to provide the required services.

**Conflict of Interest**

The Lead Operator retained under agreement to perform the aforementioned services will refrain from contracting to provide similar such services for any other organization within the incorporated City of Victorville during the duration of this contract, without first receiving written consent from the City of Victorville that the requested contract for services is not inconsistent, incompatible, in conflict with, or contrary to the performance of the Agreement.

**9. Proposal Evaluation Criteria**

Service Providers that submit a proposal will be reviewed based upon the following criteria:

- Completeness and accuracy of the completed proposal forms, and requested narratives;
- Applicant has demonstrated organization’s experience to serve persons experiencing homelessness and to manage an emergency shelter program/recuperative care center; and
- Demonstrated experience in providing services and operating either a shelter program, recuperative care program or both similar in nature to the proposed Wellness Center in the City of Victorville.

Applications will be scored based on the following:

1	Organizational Experience, Readiness, and Program Description	12 Points
2	General Program Overview	25 Points
3.1	Level and Types of Services	15 Points
3.2	Service Partners	5 Points
4	Client Selection and Service Delivery	15 Points
5	Participation in Coordinated Entry & Performance Measures (Objectives and Outcomes)	10 Points
6	Annual Operating Budget	10 Points
7	Connection to and Knowledge of the Local Community	8 Points

**Total Points Possible: 100 Points**

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about all Proposals that in City’s opinion is necessary to assure that the Proposer’s competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services. All Proposals shall be reviewed to verify that the Proposer has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as nonresponsive.

The City will act as the sole judge of the content of all proposals. After proposals have been evaluated, the highest-ranking proposers may be invited to participate in an interview with the City. If deemed necessary by the evaluation panel, interviews / and/or virtual presentations will be conducted with the same members of the proposal evaluation panel. Dates and times will be coordinated at that time after the valuation of responsive proposals is complete, and the highest-ranking candidates are determined. The selected Organization shall then enter into exclusive negotiations with the City to formalize the Scope of Services and Compensation.

If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms

for the Scope of Services, then the City will end negotiations with that Organization and begin negotiations with the next Organization which best meets the needs of the City, and so on until the City and Organization reach agreement.

**Case Study:  
City of Bellflower & Homeless  
Anti-Camping Enforcement  
Settlement**

1 **BROOKE WEITZMAN** SBN 301037  
2 ELDER LAW AND DISABILITY RIGHTS  
3 CENTER  
4 1535 E 17th Street  
5 Santa Ana, California 92705  
6 t. 714-617-5353  
7 e. [bweitzman@eldrcenter.org](mailto:bweitzman@eldrcenter.org)

8 Attorneys for Plaintiffs

9 **KARL H. BERGER** SBN 178458  
10 City Attorney, City of Bellflower  
11 HENSLEY LAW GROUP  
12 3655 Torrance Blvd., Suite 300  
13 Torrance, California 90503  
14 t. (818) 333-5120  
15 e. [kberger@hensleylawgroup.com](mailto:kberger@hensleylawgroup.com)

16 Attorneys for Defendant, City of Bellflower

17 **UNITED STATES DISTRICT COURT**

18 **CENTRAL DISTRICT OF CALIFORNIA**

19 **SOUTHERN DIVISION**

20 ORANGE COUNTY CATHOLIC WORKER, et  
21 al.,

22 Plaintiffs,

23 v.

24 ORANGE COUNTY, et al.; and DOES 1 through  
25 50, inclusive,

26 Defendants.

Case No.: 8:18-cv-00155-DOC-JDE

**SETTLEMENT AGREEMENT**

**SETTLEMENT AGREEMENT**

27 This Settlement Agreement ("Agreement") is entered into by and between the City of  
28 Bellflower, a general law city and municipal corporation ("City"), and Orange County Catholic Worker  
("OCCW"), an unincorporated association acting by and through its designated representatives XXX

1 (collectively, "Plaintiff"). The parties to this Agreement are individually referred to as a "Party" and  
2 collectively as the "Parties."

3 **RECITALS**

4 The Parties agree that this Agreement is entered into with reference to the following:

5 A. On January 29, 2018, Plaintiffs filed this Action entitled *Orange County Catholic*  
6 *Worker, et al. v. Orange County et al.*, California Central District Case No. 8:18-cv-00155-DOC-JDE  
7 (the "Action").

8 B. OCCW is an unincorporated association dedicated to the service and care of the poor in  
9 the County of Orange; OCCW represents and provides services to individuals who are homeless – as  
10 defined by applicable law – residing in the County of Orange.

11 C. On September 23, 2019, Plaintiff filed <sup>a Supplemental</sup> ~~an Amended~~ Complaint (the "Complaint")  
12 alleging that that City, by and through its employees and upon its behalf by members of the Los  
13 Angeles County Sheriff's Department, violated Plaintiff's rights by enforcing various trespass,  
14 presence, and/or anti-camping regulations (collectively, "Public Safety Laws") at times when,  
15 according to Plaintiff, there were no immediately accessible and appropriate beds available to them in  
16 Los Angeles County.

17 D. City disputes Plaintiff's factual allegations and legal contentions as set forth in the  
18 Complaint.

19 E. The Complaint alleges the following claims for relief against City: (1) violation of the  
20 Eight and Fourteenth Amendments to the U.S. Constitution (42 U.S.C. § 1983) and Article VII, section  
21 17 of the California for alleged "cruel and unusual punishment"; (2) violation of the First and Fourth  
22 Amendments to the U.S. Constitution (42 U.S.C. § 1983); violation of the right to due process of law  
23 under the Fourteenth Amedment to the U.S. Constitution (42 U.S.C. § 1983); (4) violation of California  
24 Civil Code § 52.1; (5) violation of California Government Code § 815.6; and (6) violation of  
25 Government Code § 11135. City disputes each of these claims for relief in its entirety and disputes  
26 Plaintiff's underlying contentions and theories.

27 F. Without admitting any wrongdoing, liability or legal violations on the part of City,  
28 without conceding the validity of any of Plaintiff's legal theories or claims, and for the sole purpose of

1 preemptively, economically, and efficiently resolving the Action (and any claims relating thereto) as to  
2 City, the Parties now desire to enter into this Agreement on the terms set forth below.

3 **TERMS**

4 The Parties agree to the following to resolve the Action (and any claims related thereto):

5 1. **Order regarding Continuing Jurisdiction and Effective Date.** Following the full  
6 execution of this Agreement, the Parties will file with the Court in the Action the “[Proposed] Order re  
7 Settlement and Continuing Jurisdiction” attached as Exhibit “A,” and incorporated by reference (the  
8 “Order”). The Parties’ obligations in this Agreement and the releases contained below become effective  
9 and operative on the date on which the Order is signed and entered by the Court (the “Effective Date”)  
10 and is contingent upon the Court’s signing and entry of the Order.

11 2. **Recitals.** The Recitals are incorporated into and made a material part of the terms and  
12 representations of this Agreement.

13 3. **Definitions.** Unless the contrary is stated or clearly appears from the context, the  
14 following definitions will govern the construction of the words and phrases used in this Agreement:

15 “City” means the City of Bellflower and its agents including, without limitation, the Los  
16 Angeles County Sheriff’s Department acting on City’s behalf in accordance with applicable law  
17 or the “Municipal Law Enforcement Services Agreement” existing at the time of this  
18 Agreement with a termination date of June 30, 2024.

19 “Homeless Person” has the same meaning as set forth in 42 U.S.C. § 11302.

20 “Homeless Population” means the number of homeless persons residing within City’s  
21 jurisdiction as determined by City’s most recent actual count during the term of this Agreement.  
22 At the time of entering this Agreement, City’s Homeless Population was approximately 70  
23 Homeless Persons (as determined by the Homeless Persons’ last permanent residence).

24 “Outreach and Engagement” or “O&E” means efforts made by persons trained in engaging in  
25 clinical assessments of individuals with disabilities as necessary to determine an appropriate  
26 placement with a reasonable accommodation of the individual’s disability. O&E personnel may  
27 include City employees, homeless liaison, and trained persons from the Los Angeles County  
28 Sheriff’s Department.

1 “Personal Effects” means personal property consisting of at least the following items:

- 2 A. Medication, personal documents, identification, prescriptions, eyeglasses, or
- 3 other medical devices;
- 4 B. Sleeping bag or bed roll which is sanitary and non-verminous;
- 5 C. Tents in usable and good condition;
- 6 D. Clothes stored in a manner protecting them from the elements, which are not
- 7 unsanitary, soiled, or verminous; and
- 8 E. Such additional personal property identified in best practices drafted in
- 9 accordance with this Agreement.

10 “Restricted Area” means any public right-of-way and public property including, without  
11 limitation, parks, parking lots, and the “Trail” as defined by Bellflower Municipal Code  
12 (“BMC”) § 12.44.010.

13 “Temporary Shelter” means facilities with sleeping accommodations, the primary purpose of  
14 which is to provide temporary shelter for Homeless Persons at no charge. City will provide  
15 Temporary Shelter in accordance with this Agreement to accommodate its Homeless  
16 Population. Such Temporary Shelter will be provided in a secular manner. City may, after  
17 utilizing best practices that include due process considerations in accordance with applicable  
18 law, deny Temporary Shelter to Homeless Persons who engage in voluntary actions which  
19 result in a public nuisance or a threat to the public health, safety, general welfare, or quiet  
20 enjoyment of the Temporary Shelter Site or nearby public property.

21 “Temporary Shelter Site” or “TSS” means the geographic site that may be agreed to between  
22 the parties pursuant to Section 13. The TSS will include facilities to accommodate human  
23 habitation including, without limitation, sanitary facilities, designed to protect public health and  
24 safety, all in accordance with attached Exhibit “A,” which is incorporated by reference.

25 4. **Construction of Temporary Shelters at the TSS.** The TSS will be the geographic  
26 location for City’s Temporary Shelters as contemplated by this Agreement. City will construct or cause  
27 to be constructed Temporary Shelters with sufficient beds and facilities to accommodate City’s  
28 Homeless Population for any overnight stay. The types of beds and facilities provided by City must be

1 reasonably designed to shelter Homeless Persons from the elements but need not be permanent. For  
2 example, cots and tents will meet the requirements of this Agreement. City will use its best effort to  
3 ensure construction of the Temporary Shelter by the earliest practicable date with a goal of making best  
4 efforts to complete construction and commence operations for the TSS not later than December 31,  
5 2019.

6       **5. Operation of Temporary Shelters.** City may ensure that Temporary Shelters be  
7 operated by referral only, giving priority to City's Homeless Population. It may establish admission  
8 requirements that are developed in accordance with Section 13 that, at a minimum, include protections  
9 for Homeless Persons to prevent arbitrary and capricious removal from the TSS and, additionally,  
10 ensuring that Homeless Persons with a disability are reasonably accommodated in accordance with  
11 applicable law. Referrals to the Temporary Shelter is available only to City and prioritized for  
12 Homeless Persons demonstrating they are part of City's Homeless Population. Temporary Shelters will  
13 be operated on a secular basis and in full compliance with all applicable federal and state non-  
14 discrimination laws including, without limitation, California Government Code § 11135. City may  
15 establish operational policies and procedures that limit personal property present at the TSS and in  
16 Temporary Shelters to only Personal Effects belonging to a Homeless Person. City will store personal  
17 property in accordance with applicable law and may dispose of such personal property that may be  
18 classified as solid or liquid waste.

19       **6. Funding of Temporary Shelter Construction and Operation.** City is solely  
20 responsible for identifying and securing monies required to fund construction, operation, and  
21 maintenance of the Temporary Shelters and the TSS. Nothing in this Agreement obligates Plaintiffs to  
22 contribute to such funding.

23       **7. Bellflower General Plan.** City may utilize this Agreement and its  
24 construction/operation of Temporary Shelters as part of updating its Housing Element in accordance  
25 with Government Code § 65583, *et seq.* Plaintiffs may challenge any breach of this Agreement in  
26 accordance with applicable law.

27       **8. City Maintenance Project.** Nothing in this Agreement may be construed to prevent  
28 City from performing routine maintenance, remediation, or cleaning projects as determined in City's



1 sole discretion. City will advise Plaintiff's counsel when a project is expected to be submitted to City's  
2 City Council (or appropriate City department) for approval that may result in displacement of Homeless  
3 Persons included with City's Homeless Population. Such project may be subject to the Dispute-  
4 Resolution process of this Agreement. Nothing precludes City from implementing an emergency  
5 project as determined by an administrative declaration of emergency or otherwise. Absent exigent  
6 circumstances, City will strive to provide at least 24-hours notice to affected Homeless Persons and  
7 provide storage, at no charge, for personal property in an area that is accessible to Homeless Persons to  
8 reclaim their personal property in accordance with applicable law.

9           **9. Enforcement of Anti-Nuisance Regulations.** City will establish the following policies  
10 and procedures to implement City's trespass, presence, anti-camping, and park closure regulations (the  
11 "Anti-Nuisance Regulations") and any analogous provision of local or State law applied against  
12 Homeless Persons within its jurisdiction:

- 13           a. Absent exigent circumstances, any enforcement of the Anti-Nuisance Regulations  
14           against a Homeless Person will first be preceded by contacts with Outreach and  
15           Engagement personnel.
- 16           b. O&E personnel will first work with the Homeless Person to offer an appropriate and  
17           available placement at a shelter other than the Temporary Shelters at the TSS. Such  
18           placements include, without limitation, countywide Department of Mental Health  
19           placements. City may consider this offer an "available bed" for purposes of enforcing  
20           the Anti-Nuisance Regulations so long as the placement does not unreasonably impede  
21           the individual's ability to access medical appointments; outpatient programs in which  
22           the individual may be enrolled; work; and other support systems. If the Homeless Person  
23           accepts the offered placement, the O&E personnel will provide transportation to the  
24           placement and will assist the Homeless Person in finding necessary transportation to and  
25           from scheduled appointments or work including, without limitation, bus passes, when  
26           transportation is necessitated by such placement.

- 1 c. Alternatively, O&E personnel may offer the Homeless Person temporary shelter at the  
2 TSS if appropriate. City may also consider this offer an “available bed” for purposes of  
3 enforcing the Anti-Nuisance Regulations.
- 4 d. City may, but is not required, designate a person or organization to act as a homeless  
5 ombudsman to ensure effective and appropriate placement determinations in accordance  
6 with this section.
- 7 e. If a Homeless Person declines the offered placement in any facility including the TSS,  
8 City may proceed with enforcing its Anti-Nuisance regulations in its discretion.  
9 Notwithstanding the preceding sentence, for any individual who declines the offered  
10 placement, City will first give the person a warning and an opportunity to leave the  
11 location before engaging in citation and/or arrest. Provided the individual relocates upon  
12 warning to another location, he or she will not be cited or arrested for violating an Anti-  
13 Nuisance Regulation. If the individual fails to relocate to another location as directed,  
14 then the individual may be issued a citation or, subject to this Agreement, placed under  
15 custodial arrest for the violation. City will advise the individual of the Dispute-  
16 Resolution process described below. If a violation arises from an individual’s presence  
17 in a Restricted Area and if there is no immediately available placement for that person,  
18 City will advise the individual of a location he or she may move to and avoid citation or  
19 arrest for violating the Anti-Nuisance regulations until an appropriate and immediately  
20 available bed is made available to the individual. The requirements of this Section apply  
21 until the earlier of (i) the date on which *Martin v. City of Boise*, 902 F.3d 1031 (9th Cir.  
22 2018) is no longer applicable law within the jurisdiction of the Ninth Circuit, or (b) the  
23 date on which the Court finds that there are sufficient appropriate and immediately  
24 available placements for City’s Homeless Population.
- 25 f. City will not cite or arrest any Homeless Person for violating applicable law based upon  
26 an alleged obstruction of public property unless that individual, either individually or  
27 conjunction with personal property, actually interferes with the intended use of the  
28

1 public property and declines to move the personal property creating obstruction in the  
2 public right of way after being requested to do so.

3 10. **No Admission.** Nothing in this Agreement constitutes an admission by City that its  
4 current policies and procedures for enforcement of Anti-Nuisance Regulations are either (a) different  
5 from those set forth in this Agreement; or (b) in any way legally inadequate, or a concession by  
6 Plaintiffs that it is legally adequate.

7 11. **No Guarantee.** Nothing in this Agreement constitutes a promise, representation, or  
8 warranty by City that any number of beds will be available to any particular Homeless Person at any  
9 time. The lack of availability of any appropriate and immediately accessible bed for any person or  
10 persons at any time may impact the ability of City to punish a purported violation of Anti-Nuisance  
11 regulations based upon an individual's status as a Homeless Person. The failure of City to construct and  
12 operate Temporary Shelters to reasonably accommodate City's Homeless Population may be raised by  
13 the Court under the Dispute -Resolution in this Agreement.

14 12. **Facial Challenges to Anti-Nuisance Regulations.** Nothing in this Agreement limits  
15 Plaintiffs from raising facial challenges to City's Anti-Nuisance Regulations on constitutional grounds.

16 13. **Best Practices.** The Parties will meet and confer to draft best practices that will  
17 implement this Agreement in a practical manner and in accordance with applicable law.

18 14. **Dispute Resolution.** The Court will retain jurisdiction over the Action until the date that  
19 is four, or (if automatically extended) eight, years from the Effective Date (the "Termination Date") for  
20 purposes of (a) overseeing implementation of this Agreement and (b) implementing and presiding over  
21 the dispute-resolution process (the "Dispute-Resolution Process") to be established by the Court and to  
22 which Plaintiffs and City consent and agree:

- 23 a. Except as expressly identified in this Agreement or as may be modified by the Court, or  
24 the Parties with the Court's consent, during the four-year period of the Court's  
25 continuing jurisdiction this Dispute-Resolution Process will apply to adjudicate any and  
26 all disputes arising out the shelter or enforcement including whether a placement is  
27 available and appropriate (a "Dispute"). The Dispute-Resolution Process does not apply  
28 to any dispute regarding an individuals violation of laws other than the Anti-Nuisance

1 regulations and this Agreement. Unless terminated by either party at least 30 days before  
2 the four year anniversary date of this Agreement, the Dispute-Resolution Process, and  
3 the Court's ongoing jurisdiction, will renew for an additional four-year period, for a total  
4 of eight years.

- 5 b. Should a Dispute arise, the parties to that Dispute will first attempt to meet and confer  
6 informally with the other side to resolve the matter in good faith. Such attempt will at  
7 least involve (a) a communication from the party initiating the Dispute to the other  
8 side's counsel describing in detail the Dispute and the requested remedy and providing  
9 any available evidence in relation thereto; and (b) a discussion either in person or by  
10 telephone seeking to resolve the Dispute.
- 11 c. If the parties to a Dispute are unable to resolve it within two court days after it is first  
12 informally raised, any party to the Dispute may request a hearing with the Court under  
13 the standards and processes to be set by the Court and the Court will have jurisdiction to  
14 resolve that Dispute. If the Dispute involves an emergency situation that presents a  
15 threat to the immediate health and safety of an individual, the parties may seek  
16 expedited review by the Court.
- 17 d. The fact that a person initiated this Dispute-Resolution Process does not affect City's  
18 right to enforce any law against that person including issuing citations. If enforcement  
19 action is taken, the City will inform the Homeless Person of the dispute resolution  
20 problem and provide contact information for the Elder Law and Disability Rights  
21 Center. If the individual does not have access to a phone, O&E will assist them to  
22 contact the ELDR Center. If the individual initiates the Dispute-Resolution Process, City  
23 agrees that no custodial arrest will subsequently be made for violating an Anti-Nuisance  
24 Regulation arising from an individual's status as a Homeless Person until the Dispute-  
25 Resolution Process is concluded. Once the Dispute-Resolution Process is concluded  
26 regarding an issue, City is not required to complete a subsequent Dispute-Resolution  
27 Process regarding the same issue and the same individual before a custodial arrest where  
28 the individual does not comply with a warning or leave once a citation is issued

1 provided City complies with the Court's determination of that issue. The phrase "same  
2 issue" refers to an issue determined by the Court in a Dispute-Resolution Process where  
3 the individual's objections, including any claim of alleged disability, physical  
4 limitations, and the offered bed are substantially similar for purposes of determining  
5 whether the individual's disability or other objection is being reasonably accommodated.  
6 In circumstances involving citation for violating an Anti-Nuisance Regulation, the Court  
7 may issue an order directing City to stay the filing of formal charges against a Homeless  
8 Person until the Dispute-Resolution Process is concluded for that Dispute. City agrees  
9 not to contest such a request for a brief stay of the filing of charges.

10 e. In resolving any Dispute, the Court may enforce any rights available to a party under  
11 this Agreement, subject to sufficient notice, opportunity to be heard, briefing, evidence,  
12 and other due process. The Court is not empowered to award damages or any other  
13 monetary relief including, without limitation, attorney's fees, to any part as a result of  
14 any Dispute submitted to this process. Nothing in this Agreement limits the ability of  
15 Plaintiff to seek damages in other proceedings not subject to this Agreement.

16 15. **Release and Covenant Not to Sue.** In consideration for the terms of this Agreement,  
17 Plaintiffs, and each of them, on their own behalf, and any other individual claiming rights under this  
18 Agreement including, without limitation, those employing the Dispute-Resolution Process (the  
19 "Releasing Parties"), hereby release and forever discharge City, as well as its present and former  
20 employees, agents, managers, officers, directors, council members, insurance companies, attorneys,  
21 departments, and divisions or affiliated entities, whether previously or hereafter affiliated in any  
22 manner (the "Released Parties"), from and against any and all claims, demands, causes of action,  
23 obligations, damages, attorneys' fees costs, and liabilities, arising from or relating to the events detailed  
24 in the lawsuit of any nature whatsoever, whether or not now known, suspected, or claimed, which the  
25 Releasing Parties, and/or any of them, have, or ever may claim to have, as against the Released Parties,  
26 or any of them, whether directly or indirectly, relating to or arising out of (a) the Action, (b) any claims  
27 raised in, or that could have been raised in, the Action, (c) the availability of the TSS, Temporary  
28 Shelter, beds, and/or other homeless accommodations, (d) City's alleged obligation to provide and/or

1 fund such accommodations, and/or (e) City's alleged inability to enforce any of the Anti-Nuisance  
2 Regulations (including, without limitation, to any law that the Releasing Parties claim criminalizes a  
3 person's homeless status), against any person because of his or her homeless status (the "Released  
4 Claims").

- 5 a. The release set forth above is a release of ALL claims, demands, causes of action,  
6 obligations, damages, and liabilities, of any nature whatsoever, and is intended to  
7 encompass all known and unknown, foreseen and unforeseen, claims that are possessed  
8 by the Releasing Parties and within the scope of the Released Claims based solely and  
9 only on the events giving rise to this Action. To effectuate the intent of the Parties, the  
10 Releasing Parties expressly agree to waive and relinquish all rights and benefits they  
11 may have under California Civil Code Section 1542, which reads as follows:

12 SECTION 1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
13 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS  
14 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY  
15 HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE  
16 DEBTOR.

- 17 b. The Releasing Parties, and each of them, warrant that they have made no assignment,  
18 and will make no assignment, of any claim, chose in action, light of action, or any light,  
19 of any kind whatsoever, within the scope of the Released Claims, and that no other  
20 person or entity of any kind had or has any interest in any of the demands, obligations,  
21 actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees,  
22 costs, expenses, losses, or claims within the scope of the Released Claims.

23 16. **Dismissal of the Action.** At the conclusion of the Court's continuing jurisdiction,  
24 Plaintiffs will take all necessary actions and file all necessary documents to effectuate dismissal of the  
25 Action, with prejudice.

26 17. **Settlement Payments and Attorneys' Fees.** All Parties, and all Releasing Parties, will  
27 bear their own costs, expenses, and attorneys' fees in relation to or arising out of (a) the Action, (b) the  
28

1 resolution, negotiation, and settlement of the Action, including the negotiation of this Agreement, and  
2 (c) the implementation of this Agreement, including the resolution of any Dispute.

3       18.     **Non-Admission of Liability.** By entering into this Agreement, City admits no liability,  
4 and explicitly denies any liability or wrongdoing of any kind arising out of or relating to any of the  
5 claims alleged in the Action. Nothing herein constitutes an admission by City as to any interpretation of  
6 laws, or as to the merits, validity, or accuracy of any of the claims or legal contentions made in the  
7 Action. City entered into this Agreement solely to avoid the time, expense, and risk of continued  
8 litigation. The Parties agree that an express condition of this settlement is that there has been no finding  
9 of liability on the merits, and that this settlement and any document related to this settlement, including  
10 this Agreement and the Order, and the negotiations leading up to this settlement, are inadmissible in  
11 evidence and cannot be used for any purpose in this or any other proceeding except in an action or  
12 proceeding to approve, interpret, or enforce the Agreement.

13       19.     **Knowing and Voluntary.** This Agreement is an important legal document and, in all  
14 respects, has been voluntarily and knowingly executed by the Parties. The Parties, and each of them,  
15 specifically represent that, before signing within which to consider whether to accept this Agreement,  
16 (b) they have each carefully read and fully understand all of the provisions of this Agreement, and (c)  
17 they are voluntarily, knowingly, and without coercion entering into this Agreement based upon their  
18 own judgment. Plaintiffs, and each of them, further specifically represent that, before signing this  
19 Agreement, they have conferred with counsel of their choice to the extent desired concerning the legal  
20 effect of this Agreement, and that the legal effect of this Agreement has been adequately explained to  
21 them.

22       20.     **Entire Agreement.** This Agreement constitutes the entire agreement between Plaintiffs  
23 and City regarding the matters discussed herein and supersedes any and all other agreements,  
24 understandings, negotiations, or discussions, either oral or in writing, express or implied, between  
25 Plaintiffs and City relating to the subject matter hereof. Plaintiffs and City each acknowledge that no  
26 representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made  
27 by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they have  
28 not executed this Agreement in reliance on any such representation, inducement, promise, agreement,

EXHIBIT A

Minimum Standards for Emergency Shelters

Instructions: Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. A copy of this checklist should be placed in the shelter's files.

Approved	Deficient	Standard (24 CFR part 576.403(b))
		<p>1. <i>Structure and materials:</i></p> <p>a. The shelter building is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.</p> <p>b. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance uses Energy Star and WaterSense products and appliances.</p>
		<p>2. <i>Access.</i> Where applicable, the shelter is accessible in accordance with:</p> <p>a. Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;</p> <p>b. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and</p> <p>c. Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35.</p>
		<p>3. <i>Space and security:</i> Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.</p>
		<p>4. <i>Interior air quality:</i> Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.</p>
		<p>5. <i>Water Supply:</i> The shelter's water supply is free of contamination.</p>
		<p>6. <i>Sanitary Facilities:</i> Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.</p>
		<p>7. <i>Thermal environment:</i> The shelter has any necessary heating/cooling facilities in proper operating condition.</p>
		<p>8. <i>Illumination and electricity:</i></p> <p>a. The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety.</p> <p>b. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.</p>
		<p>9. <i>Food preparation:</i> Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.</p>
		<p>10. <i>Sanitary conditions:</i> The shelter is maintained in a sanitary condition.</p>
		<p>11. <i>Fire safety:</i></p> <p>a. There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas.</p> <p>b. All public areas of the shelter have at least one working smoke detector.</p> <p>c. The fire alarm system is designed for hearing-impaired residents.</p> <p>d. There is a second means of exiting the building in the event of fire or other emergency.</p>
		<p>12. If ESG funds were used for renovation or conversion, the shelter meets state or local government safety and sanitation standards, as applicable.</p>
		<p>13. Meets additional recipient/subrecipient standards (if any).</p>




1 or warranty, and that no representation, inducement, promise, agreement, or warranty not contained in  
2 this Agreement, including, without limitation, any purported supplements, modifications, waivers, or  
3 terminations of this Agreement, are valid or binding, unless executed in writing by all of the Parties to  
4 this Agreement. Any alteration, change, or modification of or to this Agreement must be made by  
5 written instrument executed by each Party in order to become effective.

6 21. **Warranty of Authority.** Each individual or entity that executes this Agreement  
7 represents and warrants, in his, her, or its personal capacity, that he, she, or it is duly authorized and  
8 empowered to enter into this Agreement on behalf of the party it purports to represent.

9 22. **Counterparts.** This Agreement may be executed in multiple counterparts, each of  
10 which is considered an original but all of which constitute one agreement.

11 **Signatures:**


12  
13 Date: 9/23/2019  
14   
15 \_\_\_\_\_  
16 Sonny Santa Ines, Mayor  
17 City of Bellflower

18  
19 Approved as to form:  
20   
21 \_\_\_\_\_  
22 Karl H. Berger, City Attorney  
23 City of Bellflower

24  
25 Approved as to from:  
26   
27 \_\_\_\_\_  
28 Carol Sobel  
Attorney for OCCW et al., Plaintiffs

29 Date: Sept. 23, 2019  
30   
31 \_\_\_\_\_  
32 Orange County Catholic Workers, Plaintiff

33 ~~\_\_\_\_\_  
34 Larry Ford, Plaintiff~~  
35 ~~\_\_\_\_\_  
36 Lisa Bell, Plaintiff~~  
37 ~~\_\_\_\_\_  
38 Cameron Ralston, Plaintiff~~

39 ~~\_\_\_\_\_  
40 Melissa Fields, Plaintiff~~  
41 ~~\_\_\_\_\_  
42 Gloria Shoemake, Plaintiff~~  
43   
44 \_\_\_\_\_  
45 Juan Garza  
46 Mayor Pro Tem, Bellflower

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

~~Richie Thomas, Plaintiff~~

~~Kathie Schuler, Plaintiff~~

~~Shawn Carroll, Plaintiff~~