

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the NORTH ORANGE COUNTY PUBLIC SAFETY COLLABORATIVE (herein, the COLLABORATIVE) consisting of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda, intend to work together toward the mutual goal of providing maximum available assistance to support its regional communities using the COLLABORATIVE effort to reduce violence through prevention, intervention and suppression activities through the use of evidence-based services.

The COLLABORATIVE believes that the formation of the North Orange County Public Safety Coordinating and Advisory Board (herein, the BOARD) and the implementation of the North Orange County Public Safety Collaborative Services (herein, the Services) (together, the “Project”), as described within this application, will further this goal. Each city agency agrees to participate in the Project as outlined below.

North Orange County Public Safety Collaborative Coordinating and Advisory Board

The cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda will closely coordinate regional services and activities through the formation of the Board. The Board members are representatives from the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda. The Chair of the Board is the Chief of Police from the City of Brea, Chief Adam Hawley, who will facilitate the Board’s efforts. In addition to the Chair, the adoption of a Vice-Chair will further facilitate and assist the Board Chair. The Vice-Chair of the Board is the Chief of Police from the City of La Habra, Chief Adam Foster. The Board will ensure that the Project is responsive to community needs, prioritize the use of funds, secure key agencies to support the efforts and identify ways to obtain sustainability including the promotion of the and replication of the COLLABORATIVE to other regions throughout California.

The Board’s support of the efforts is to ensure that Services are readily available for resource provision through the evidence-based prevention support services such as OST (out of school time) character and leadership development, education and career development, health and life skills, the arts, and sports, fitness and recreation through intervention support services such as homeless street outreach and intervention efforts through appropriate linkages to continuum of care, reentry supportive resources and case management services.

Monthly Board meetings will review fiscal and project reports. To serve the community as a safety net, regional efforts and its coordination to provide the community direct resources through the Services will also be monitored and modified as necessary.

North Orange County Public Safety Collaborative Members

SECTION 1: Additional Members

Any North Orange County city organized and existing under the laws of the State of California or under a city charter adopted pursuant thereto, authorized by or pursuant to such laws or charter to engage in the purposes described in this Agreement (“Applying Agency”), may become a Member as described below:

1.1 Resolution of Application. The Applying Agency shall file with the Coordinating & Advisory Board a certified copy of a resolution of its governing body whereby the Applying Agency: (a) agrees to the provisions of this Agreement; and (b) requests to become a Member.

1.2 Approval and Conditions of Approval. No such Applying Agency shall become a Member until: (a) its admission is approved at a regular or special meeting of the Coordinating & Advisory Board by a unanimous vote; and (b) execution of this Agreement by the authorized representative of the Applying Agency and acknowledged by the Board Chair and Executive Director of the COLLABORATIVE.

1.3 Admission. Upon completion of the foregoing, the Applying Agency shall become a Member for all purposes under this Agreement and the COLLABORATIVE shall circulate to all Members an updated copy of this Agreement with the signature page of the new Member.

SECTION 2: Suspension and Exclusion of Member

Any Member that has breached this Agreement in any way, may have its rights under this Agreement suspended and be excluded from participating in the COLLABORATIVE (including, but not limited to, representation on the Coordinating & Advisory Board) following: (a) at least thirty (30) days’ prior written notice from the COLLABORATIVE to the defaulting Member or of its breach; and (b) if the defaulting Member fails to cure the breach within such time, a majority vote of the Coordinating & Advisory Board at a special or regular meeting of the Board, which shall take effect immediately. Any suspended and excluded Member shall continue to be liable for its obligations under any separate agreement with the COLLABORATIVE and for any funds to the Member approved by the Coordinating & Advisory Board prior to such Member’s suspension and exclusion. Any suspended and excluded Member may be reinstated by the Coordinating & Advisory Board following cure of the breach and, if applicable, its share of any additional payments or advances approved by the Coordinating & Advisory Board during the Member’s suspension and exclusion period. A suspended and excluded Member may withdraw from THE COLLABORATIVE pursuant to the provisions of this agreement.

SECTION 3: Termination; Withdrawal; Amendment.

3.1 Termination. This Agreement may be terminated by the mutual written consent of all Members. If at any time there are only two (2) Parties to this Agreement and one (1) Party intends to withdraw, the other Party’s written consent to terminate this Agreement shall not be unreasonably conditioned or delayed. This Agreement and the COLLABORATIVE shall

continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the COLLABORATIVE.

3.2 Withdrawal. Notwithstanding any other provision of this Agreement, any Member may withdraw from the COLLABORATIVE by adopting a resolution of the Member's advisory body and providing the COLLABORATIVE with written notice of its intent to withdraw at least six (6) months prior to the end a Fiscal Year. Such notice shall not become effective until the last day of Fiscal Year in which notice was given. A withdrawal from the COLLABORATIVE constitutes a withdrawal of that Member's representatives from the Coordinating & Advisory Board. If at any time there are only two (2) Parties to this Agreement, any desired withdrawal shall be subject to the termination provisions of this Agreement.

3.3 Effect of Withdrawal. The withdrawal of a Member shall not terminate its responsibility to contribute its share of any obligation incurred by the COLLABORATIVE or to perform any other obligation arising from a separate agreement or other legally binding obligation, including, but not limited to, amounts determined by the Board for: (a) liabilities and claims accrued during the time the agency was a Member (including any future obligations arising from retirement benefits for past and existing employees of the COLLABORATIVE, if any); (b) contributions, payments or advances for budgeted expenses for the Fiscal Year in which notice of intent to withdraw is given; and (c) other obligations payable from contributions, payments, or advances incurred, which obligation matures after the effective date of withdrawal provided to the Member by the COLLABORATIVE.

Prior to the effective date of withdrawal, the withdrawing Member shall have paid, or made arrangements satisfactory to the Board to pay, its share of such obligations. Except as the withdrawing Member may agree in writing with the Board, the withdrawing Member shall automatically relinquish all rights as a Member under this Agreement on the effective date of the withdrawal. Such relinquishment shall include, but not be limited to, any right of the withdrawing Member to the assets of the COLLABORATIVE. The withdrawal of a Member shall not affect any obligations under any separate agreement between the withdrawing Member and the COLLABORATIVE.

3.4 Disbursement Upon Termination. Upon termination of this Agreement and after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, all remaining assets of the COLLABORATIVE shall be disbursed among Members, including any Members which previously withdrew from the COLLABORATIVE. All assets shall be divided among the Members and former Members in accordance with and proportionate to their cash contributions (including payments for services received and property at market value when this Agreement and the COLLABORATIVE shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the COLLABORATIVE.

SECTION 4: Default; Enforcement

If default shall be made by any Member in any undertaking contained in this Agreement, such default shall not excuse such Member or any other Member from fulfilling its obligations under this Agreement and each Member shall continue to be liable for the payments and

advances hereof and the performance of all conditions herein contained. Each Member hereby declares that this agreement is entered into for the benefit of the COLLABORATIVE created hereby and each Member hereby grants to the COLLABORATIVE the right to enforce by whatever lawful means the COLLABORATIVE deems appropriate all of the obligations of each of the Members hereunder. Each and all of the remedies given to the COLLABORATIVE hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the COLLABORATIVE to any or all other remedies.

North Orange County Public Safety Collaborative Programmatic Responsibilities and Fiscal Executive Director

The North Orange County Public Safety Collaborative Services Programmatic and Fiscal Executive Director is Soo Elisabeth Kang (herein, the Executive Director) who will directly report to the Board as to coordinating the administrative framework and wraparound effort to meet its goals and objectives of the Services in the region.

Management structure and decision-making processes and how it will support the objectives and goals: Under the leadership of the Coordinating and Advisory Board, the Executive Director evaluates emerging trends, early, middle and late evaluation and outcomes of rendered services, sets given policy direction, monitors the progress of the community-based organization (CBO) partners, facilitates interagency/collaboration and troubleshooting while implementing the Board's direction.

The Executive Director shall file reports to the Board of State and Community Corrections fiscally and programmatically as required by the Board of State and Community Corrections. Fiscal responsibilities include 1) Preparation which includes all Project-related receipts for each reimbursable item with sufficient supporting documentation with labels on all documents for expenses eligible for reimbursement; 2) Invoice Line Item Clarification which includes line items from the budget match worksheets, invoices, itemized receipts to substantiate charges for each line item; and 3) Assembly and submission of supporting documentation packet signed by the Board's authorized designated officer on the required face page.

Programmatic responsibilities include 1) compiling and submitting Progress Reports due in the timeline requested to capture the implementation measures of the Services for the timeframe of the report; 2) Local Evaluation Plan to collect and evaluate data to measure performance and outcomes of the Services' activities with any preliminary findings or evidence of Project impact; 3) Final Outcome Evaluation Report to provide final findings of the measured performance and outcomes of the Services' activities.

The Executive Director's responsibilities also include monthly intervention meetings with the community-based organizations and stakeholders to discuss strategies, timetables, implementation of services and support to reduce violence through prevention, intervention, and suppression activities.

North Orange County Public Safety Collaborative Services

The regional collective impact of the COLLABORATIVE includes funded community-based partners.

Funded Services Partners: The funded Services community based organizations partners will provide the following direct resources: Out of school time (OST) violence, prevention and intervention activities and case management services; mentoring services; early violence prevention and intervention activities; homeless and reentry case management services; promotion of positive outcomes for all children and families by leveraging the COLLABORATIVE impact of partners and championing quality family support and strengthening practices; assessment, life skills, coping and counseling services; and programmatic evaluation and outcome reports. Law enforcement agencies within the COLLABORATIVE will provide dedicated officers to meet the needs of the Services in the region working the COLLABORATIVE.

Period

Effective performance period is for: September 1, 2023 through June 30, 2026.

Financial Arrangements

Board of State and Community Corrections under the Corrections Planning and Grant Programs shall award the funds to the COLLABORATIVE for a total of \$8,000,000 during the performance period. Funds are available for encumbrance or expenditure until June 30, 2026. The COLLABORATIVE agrees that the City of Brea shall serve as the designated fiscal agent (herein, the Fiscal Agent) on behalf of the COLLABORATIVE with authority to present claims to Board of State and Community Corrections on behalf of each of the funded cities and its community-based organizations for services delivered by each. Disbursement of payment as appropriate will be made by the Fiscal Agent. The Fiscal Agent shall be responsible for facilitating partners meetings, collecting documentation for invoices and outcome measurements from each partner and maintaining complete and accurate records of all financial and outcome measurement data.

Miscellaneous

Each party agrees to mutually defend, indemnify, and hold harmless the other parties, their officials, officers, directors, agents, employees, and volunteers, from all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, actual attorney's fees incurred by each party, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever, including, but not limited to, liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of, or relating to any negligent act, error or omission, or willful misconduct of that party, its officials, officers, directors, agents, employees, and volunteers acting pursuant to its

control and performing under this Operational Agreement. To the extent that more than one party is determined to have been negligent or at fault, the parties agree that each party shall bear its own portion or percentage of liability and to indemnify and hold harmless the other parties for that share.

This Operational Agreement may be executed and delivered in any number of counter parts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile or electronic signatures will be permitted.

The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this Operational Agreement.

Should litigation arise out of this Operational Agreement or the performance thereof, each party shall be responsible for its own costs and expenses, including attorney's fees.

Any party may withdrawal from this Operational Agreement without cause upon thirty (30) days' written notice to the other parties. Upon the effective date of the withdrawal, the withdrawing party shall have no right or claim to any additional sums from the Board of State and Community Corrections under the Corrections Planning and Grant Programs, as contemplated by this Operational Agreement.

Authorized Representatives for the COLLABORATIVE

We, the undersigned, as authorized representatives of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton, and Yorba Linda, do hereby approve this document.

[SIGNATURES HERE]

Jim Vanderpool, City Manager
City of Anaheim

Aaron France, City Manager
City of Buena Park

William Gallardo, City Manager
City of Brea

Peter Grant, City Manager
City of Cypress

Eric Levitt, City Manager
City of Fullerton

Jim Sadro, City Manager
City of La Habra

[SIGNATURES HERE]

Conal McNamara, City Manager
City of La Palma

Tom Kisela, City Manager
City of Orange

Damien Arrula, City Manager
City of Placentia

Hannah Shin-Heydorn, City Manager
City of Stanton

Mark Pulone, City Manager
City of Yorba Linda

APPROVED AS TO FORM:

ATTEST:

Terence Boga, City Attorney
City of Brea

Lillian Harris-Neal, City Clerk
City of Brea

CITY OF LA HABRA,
A municipal corporation

APPROVED AS TO FORM:

Richard D. Jones, City Attorney
City of La Habra

Date: _____

ATTEST:

Rhonda J. Barone, CMC
City Clerk
City of La Habra

Date: _____