



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, SEPTEMBER 8, 2015 - 6:30 P.M.

As a courtesy to those in attendance, the City of Stanton respectfully requests that all cell phones, pagers and/or electronic devices be turned off or placed on silent mode while the meeting is in session. Thank you for your cooperation.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, CONTACT THE CITY CLERK AT (714) 379-9222. NOTIFICATION BY 9:00 A.M. ON MONDAY, SEPTEMBER 7, 2015 WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.

Supporting, descriptive documentation for agenda items, including staff reports, is available for review in the City Clerk's Office and on the City web site at www.ci.stanton.ca.us.

1. **CLOSED SESSION** **None.**
2. **CALL TO ORDER REGULAR CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL** Council/Agency/Authority Member Ramirez
Council/Agency/Authority Member Shawver
Council/Agency/Authority Member Warren
Mayor Pro Tem/Vice Chairman Donahue
Mayor/Chairman Ethans

CC/SA/SHA AGENDA – Joint Regular Meeting – September 8, 2015 - Page 1

Any writings or documents provided to a majority of the City Council/Successor Agency/Stanton Housing Authority regarding any item on this agenda will be made available for public inspection at the Public Counter at City Hall located at 7800 Katella Avenue, Stanton CA, during normal business hours.

5. SPECIAL PRESENTATIONS AND AWARDS

1. Presentation of Certificate of Recognition honoring Ms. Annette L. Cox as Veteran of the Month for the month of September 2015.
2. Presentation by the West Orange County Regional Chamber of Commerce; sharing their mission with the City Council and providing an update on their current operations.

6. CONSENT CALENDAR

All items on the Consent Calendar may be acted on simultaneously, unless a Council/Board Member requests separate discussion and/or action.

CONSENT CALENDAR

6A. MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED

RECOMMENDED ACTION:

City Council/Agency Board/Authority Board waive reading of Ordinances and Resolutions.

6B. APPROVAL OF WARRANTS

City Council approve demand warrants dated August 20, August 26, and September 8, 2015, in the amount of \$427,219.50.

6C. APPROVAL OF MINUTES

1. City Council approve Minutes of Special Meeting – August 18, 2015 (5:00 p.m.); and
2. City Council approve Minutes of Special Meeting – August 18, 2015 (7:00 p.m.); and
3. City Council/Agency/Authority Board approve Minutes of Adjourned Joint Regular Meeting – August 25, 2015.

6D. AWARD OF A MAINTENANCE CONTRACT FOR THE SANITARY SEWER CLEANING SERVICES TO EMPIRE PIPE CLEANING AND EQUIPMENT, INC. BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

As part of the preventive maintenance of the City's Sanitary Sewer System, the City of Stanton requires the use of a specialty contractor to perform sanitary sewer cleaning services on an annual basis. The cost for providing the City with this service is estimated at \$206,299.50 for one year of service. This cost includes a 10-percent contingency. The length of the contract will be for thirty three (33) months with an option to renew the contract thereafter.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301b; and
2. Award a maintenance contract with Empire Pipe Cleaning and Equipment, Inc. to provide sanitary sewer cleaning services for a maximum contract amount of \$187,545 each year; and
3. Authorize the City Manager to bind the City of Stanton and Empire Pipe Cleaning and Equipment, Inc. in a contract to provide sanitary sewer cleaning services; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

6E. APPROVAL OF RESOLUTION 2015-32 AND LETTER OF INTEREST TO PARTICIPATE IN A MULTIPLE JURISDICTIONAL, COUNTYWIDE RECYCLING MARKET DEVELOPMENT ZONE

The City of Huntington Beach is leading the effort to create a multiple jurisdictional, countywide Recycling Market Development Zone (RMDZ). There are currently 36 RMDZs in the state, none in Orange County. If the City of Stanton desired to become part of the RMDZ, the City would need to provide a letter of interest and a resolution to join the RMDZ.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.; and
2. Approve Resolution No. 2015-32 approving the City's participation in a countywide Recycling Market Development Zone; and
3. Approve a letter of interest to participate in a countywide Recycling Market Development Zone to be signed by the Mayor.

6F. AGREEMENT FOR PROVISION OF POINT OF DISPENSING SITE EQUIPMENT SERVICES

The County of Orange has released agreements to provide Point of Dispensing (POD) site equipment services to eligible cities that are part of the Orange County Operational Area (OA). The POD agreements are intended to strengthen the County's capability to distribute supplies to help citizens cope with emergency situations. The agreement period is July 1, 2015 to June 30, 2020.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Authorize the City Manager to sign a five-year agreement with the County of Orange for Point of Dispensing Site Equipment Services.

6G. ADMINISTRATIVE RULES AND REGULATIONS – ACCOUNTS PAYABLE PROCESSING

In September 2007, the City Council adopted an Administrative Policy Manual. As discussed at that time, as policies are revised, they will be brought forward to the City Council for consideration.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Approve Administrative Policy IV-4-1 - Accounts Payable Processing as revised.

6H. APPROVAL OF AN ASSIGNMENT AND ASSUMPTION AGREEMENT TRANSFERRING ALL POST CLOSING RIGHTS AND OBLIGATIONS UNDER A DISPOSITION AND DEVELOPMENT AGREEMENT WITH FRONTIER REAL ESTATE INVESTMENT, INC. FROM THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY TO THE CITY OF STANTON

The Successor Agency and Oversight Board approved a Disposition and Development Agreement (DDA) to sell eleven properties to Frontier Real Estate Investment, Inc. The State Department of Finance has raised concerns that this DDA would create new obligations for the Successor Agency, which is not permitted under State Law. This agreement would transfer these "obligations" or rights in the DDA to the City of Stanton, in an effort to address the DOF's concerns.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve the attached Assignment and Assumption Agreement; and
3. Authorize the Executive Director and City Manager to execute the necessary documents and take all actions reasonably necessary to complete the sale of the properties.

END OF CONSENT CALENDAR

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Any writings or documents provided to a majority of the City Council/Successor Agency/Stanton Housing Authority regarding any item on this agenda will be made available for public inspection at the Public Counter at City Hall located at 7800 Katella Avenue, Stanton CA, during normal business hours.

7. PUBLIC HEARINGS

7A. PROPOSITION 218 PUBLIC HEARING FOR SOLID WASTE COLLECTION SERVICES

On September 22, 1981 the City Council awarded a solid waste franchise agreement to CR&R, and CR&R has served the Stanton community since that time. Pursuant to Proposition 218, the City is required to conduct a public hearing and approve the Resolution containing the proposed solid waste service rates to be effective beginning October 1, 2015, and future adjustments to such rates for residential, multi-family and commercial customers.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. Declare that this item is not subject to California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
3. Adopt Resolution No. 2015-33 permitting CR&R to charge specific rates for solid waste collection services.

7B. AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36937 AND 65858 TEMPORARILY PROHIBITING THE ESTABLISHMENT OF INTERNET CAFES AND CYBER CAFES PENDING STUDY AND ADOPTION OF REGULATORY AND ZONING STANDARDS

Due to numerous reports by jurisdictions all over the State, including the City of Stanton, of illegal gambling at internet and cyber cafes, the City Council is asked to consider an interim urgency ordinance to temporarily prohibit the establishment of such businesses. The interim urgency ordinance would provide the City sufficient time to study the potential impacts of these establishments and to adopt appropriate regulatory and zoning standards.

RECOMMENDED ACTION:

1. City Council conduct a public hearing;
2. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines. Moreover, this Ordinance is statutorily exempt from further CEQA review under Section 15262 (feasibility and planning studies); and
3. Introduce and adopt Ordinance No. 1040, entitled:

"AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36937 AND 65858 TEMPORARILY PROHIBITING THE ESTABLISHMENT OF INTERNET CAFES AND CYBER CAFES PENDING STUDY AND ADOPTION OF REGULATORY AND ZONING STANDARDS."

ROLL CALL VOTE: Council Member Ramirez
Council Member Shawver
Council Member Warren
Mayor Pro Tem Donahue
Mayor Ethans

8. UNFINISHED BUSINESS None.

9. NEW BUSINESS

9A. APPROVAL AND ADOPTING THE RECOGNIZED OBLIGATIONS PAYMENT SCHEDULE (ROPS) 15-16B AND ADMINISTRATIVE BUDGET PURSUANT TO SECTIONS 34177(I) AND 34177(j) OF CALIFORNIA HEALTH & SAFETY CODE FOR THE PERIOD OF JANUARY THROUGH JUNE 2016 (SUCCESSOR AGENCY)

This report summarizes the obligations of the Successor Agency under AB X1 26 and AB 1484 to draft Recognized Obligation Payment Schedules (ROPS) and corresponding administrative budgets to be implemented in six-month periods. Staff recommends the Successor Agency adopt the attached resolutions approving ROPS 15-16B and the Successor Agency's administrative budget for the period January through June 2015.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a director reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Adopt Resolution No. SA 2015-06 to approve the Recognized Obligation Payment Schedule (ROPS) No. 15-16B for the period January 1, 2016 through June 30, 2016.

9B. AWARD OF THE CITYWIDE LANDSCAPE MAINTENANCE CONTRACT TO VENCO WESTERN, INC. BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

Bids for the Citywide Landscape Maintenance Contract were opened on August 31, 2015. Based on the post-bid analysis of the three (3) bids received, staff recommends the contract for these services be awarded to Venco Western, Inc.

The annual cost for completing the Citywide Landscape Maintenance Contract will be \$178,344 for fiscal year 2015/16, and \$193,944 for fiscal years 2016/17 and 2017/2018 due to the completion of Stanton Central Park.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301h as maintenance of existing landscaping; and
2. Approve the scope of work for the Citywide Landscape Maintenance Contract; and
3. Award a maintenance contract for the Citywide Landscape Maintenance Contract to Venco Western, Inc, for a maximum annual amount of \$193,944; and
4. Authorize the City Manager to bind the City of Stanton and Venco Western, Inc in a contract for the Citywide Landscape Maintenance Contract.

9C. CONSIDERATION OF AN ORDINANCE PERTAINING TO THE REGULATION OF COFFEEHOUSES

Due to issues reported by local jurisdictions regarding beverage establishments that include adult-oriented features, the City Council is asked to consider an ordinance that regulates cafes, coffeehouses, and juice bars. Such regulations provide, among other things, that the business may not provide live entertainment and that employees such as waiters and waitresses must cover specified body parts while at the establishment.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Introduce Ordinance No. 1039, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING CHAPTER 5.70 (COFFEEHOUSES) TO TITLE 5 OF THE STANTON MUNICIPAL CODE"; and

3. Set said ordinance for adoption at the regular City Council meeting of September 22, 2015.

ROLL CALL VOTE: Council Member Ramirez
Council Member Shawver
Council Member Warren
Mayor Pro Tem Donahue
Mayor Ethans

10. ORAL COMMUNICATIONS - PUBLIC

At this time members of the public may address the City Council/Successor Agency/Stanton Housing Authority regarding any items within the subject matter jurisdiction of the City Council/Successor Agency/Stanton Housing Authority, provided that NO action may be taken on non-agenda items.

- Members of the public wishing to address the Council/Agency/Authority during Oral Communications-Public or on a particular item are requested to fill out a REQUEST TO SPEAK form and submit it to the City Clerk. Request to speak forms must be turned in prior to Oral Communications-Public.
- When the Mayor/Chairman calls you to the microphone, please state your Name, slowly and clearly, for the record. A speaker's comments shall be limited to a three (3) minute aggregate time period on Oral Communications and Agenda Items. Speakers are then to return to their seats and no further comments will be permitted.
- Remarks from those seated or standing in the back of chambers will not be permitted. All those wishing to speak including Council/Agency/Authority and Staff need to be recognized by the Mayor/Chairman before speaking.

11. WRITTEN COMMUNICATIONS None.

12. MAYOR/CHAIRMAN COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS

12A. COMMITTEE REPORTS/ COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

At this time Council/Agency/Authority Members may report on items not specifically described on the agenda which are of interest to the community provided no discussion or action may be taken except to provide staff direction to report back or to place the item on a future agenda.

12B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE MEETING

At this time Council/Agency/Authority Members may place an item on a future agenda.

12C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

At this time Council/Agency/Authority Members may place an item on a future study session agenda.

Currently Scheduled: None.

13. ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

14A. ORANGE COUNTY SHERIFF'S DEPARTMENT

At this time the Orange County Sheriff's Department will provide the City Council with an update on their current operations.

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 3rd day of September, 2015.



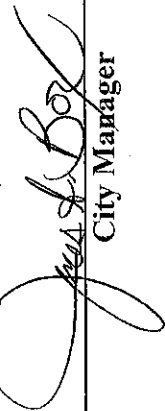
Patricia A. Vazquez, City Clerk/Secretary

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

August 20, 2015	\$171,767.93
August 26, 2015	\$208,342.67
September 8, 2015	\$47,108.90

\$427,219.50

Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.


City Manager

Demands listed on the attached registers are accurate and funds are available for payment thereof.



Administrative Services Director

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MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON SPECIAL MEETING AUGUST 18, 2015 (7271 KATELLA AVENUE, STANTON, CA 90680)

1. **CLOSED SESSION** None.

2. **CALL TO ORDER**

The meeting was called to order at 5:00 p.m. by Mayor Ethans.

3. **PLEDGE OF ALLEGIANCE**

Led by Mayor Alexander A. Ethans.

4. **ROLL CALL**

Present: Council Member Ramirez, Council Member Warren, Mayor Pro Tem Donahue, and Mayor Ethans.

Absent: None.

Excused: Council Member Shawver.

SPECIAL ORDERS OF THE DAY

5A. COUNTY AGREEMENT

This year the County of Orange is requiring a standard agreement to be signed before they will collect assessments, taxes and fees on the property tax rolls. This agreement replaces a long-standing agreement that the two parties were previously using.

Motion/Second: Donahue/Warren

Motion unanimously carried by the following vote:

AYES: 4 (Donahue, Ethans, Ramirez, Warren)

NOES: None

ABSTAIN: None

ABSENT: 1 (Shawver)

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Authorized the City Manager to execute the Agreement for the Collection of Special

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Taxes, Fees, Charges and Assessments with the County of Orange.

5B. DISCUSSION REGARDING COMMUNITY AND RESIDENT COMMENTS

Council Member Shawver arrived at 5:05 p.m.

Presentations and discussions by City Council, staff and residents.

- 6. ADJOURNMENT** Motion/Second: Ethans/
Motion carried at 6:20 p.m.

MAYOR

ATTEST:

CITY CLERK

DRAFT

**MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON
SPECIAL MEETING AUGUST 18, 2015
(8051 ACACIA AVENUE, STANTON, CA 90680)**

1. CLOSED SESSION None.

2. CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Mayor Pro Tem Donahue.

3. PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Brian Donahue.

4. ROLL CALL

Present: Council Member Shawver, Council Member Warren, and Mayor Pro Tem Donahue.

Absent: None.

Excused: Council Member Ramirez and Mayor Ethans.

SPECIAL ORDERS OF THE DAY

5A. DISCUSSION REGARDING COMMUNITY AND RESIDENT COMMENTS

Presentations and discussions by City Council, staff and residents.

6. ADJOURNMENT Motion/Second: Donahue/
Motion carried at 8:15 p.m.

MAYOR

ATTEST:

CITY CLERK

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MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON ADJOURNED JOINT REGULAR MEETING AUGUST 25, 2015

1. **CLOSED SESSION** None.

2. **CALL TO ORDER**

The meetings were called to order at 6:30 p.m. by Mayor/Chairman Ethans.

3. **PLEDGE OF ALLEGIANCE**

Led by a member of the audience.

4. **ROLL CALL**

Present: Council/Agency/Authority Member Ramirez, Council/Agency/Authority Member Shawver, Council/Agency/Authority Member Warren, Mayor Pro Tem/Vice Chairman Donahue, and Mayor/Chairman Ethans.

Absent: None.

Excused: None.

5. **SPECIAL PRESENTATIONS AND AWARDS**

1. Presentation of Certificate of Recognition honoring Mr. Charles Cargo as Veteran of the Month for the month of August 2015 in the City of Stanton.
2. Administrative Services Director Stephen M. Parker introduced the City's new Business License Specialist Connor Duckworth to the City Council.
3. Presentation by Dr. Jennifer Hawkins and Steve Franks, Director, Orange County Animal Control; sharing their mission with the City Council and providing an update on their current operations.
 - The City Council questioned the Orange County Animal Control regarding the estimated costs to build new animal care facilities and what the costs projections would be for each member city.
 - The City Council requested that Orange County Animal Control provide information on the procedure of identifying feral cats.
 - The City Council directed staff to asses and research alternative animal care service options and present findings to the council at a future City Council meeting.

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6. CONSENT CALENDAR

Motion/Second: Ramirez/Warren

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, Warren)

NOES: None

ABSTAIN: None

ABSENT: None

The City Council/Agency Board/Authority Board approved the following Consent Calendar items:

CONSENT CALENDAR

6A. MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED

The City Council/Agency Board/Authority Board waived reading of Ordinances and Resolutions.

6B. APPROVAL OF WARRANTS

1. The City Council approved demand warrants dated July 23, July 30, and August 11, 2015, in the amount of \$1,273,989.80; and
2. Approved demand warrants dated August 6, August 13, and August 25, 2015, in the amount of \$1,313,611.41.

6C. APPROVAL OF MINUTES

The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – July 28, 2015.

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6D. JULY 2015 INVESTMENT REPORT

The Investment Report as of July 31, 2015 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment), and
2. Received and filed the Investment Report for the month of July 2015.

6E. JULY 2015 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of July 31, 2015 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Successor Agency finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment), and
2. Received and filed the Investment Report for the month of July 2015.

6F. EXTENSION OF CONTRACT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES WITH SIEMENS INDUSTRY INC. BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

A contract was awarded at the September 11, 2012 City Council meeting to provide Traffic Signal Maintenance Services for a period of three years. The current contract will soon expire and staff recommends an extension until June 30, 2016.

1. The City Council declared that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(b) as maintenance of existing facilities; and
2. Approved a contract extension to Siemens for traffic signal maintenance services until June 30, 2016; and
3. Authorized the City Manager to sign the contract extension with Siemens for traffic signal maintenance services until June 30, 2016.

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6G. EXTENSION OF CONTRACT TO GREAT SCOTT TREE SERVICE, INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES RELATED TO CITYWIDE TREE TRIMMING AND REMOVAL SERVICES

A contract was awarded to Great Scott Tree Service, Inc. at the October 8, 2013 City Council meeting to provide Citywide Tree Trimming and Removal Services. On August 26, 2014 a one-year extension was granted to the original contract. The current contract will soon expire and staff recommends an additional extension until June 30, 2016.

1. The City Council declared that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approved a contract extension to the firm of Great Scott Tree Service, Inc. for citywide tree trimming and removal services for the second (2) of four (4) allowable contract renewals at identical unit prices for the contract sum of \$53,304 annually; and
3. Authorized the City Manager to sign the contract extension with the firm of Great Scott Tree Service, Inc. for citywide tree trimming and removal services for the second (2) of four (4) allowable contract renewals at identical unit prices for the contract sum of \$53,304 annually.

6H. SUPPORT HOUSE RESOLUTION 2775 – REMOTE TRANSACTIONS PARTY ACT (RTPA)

House Resolution (HR) 2775 (Chaffetz, Conyers) would compel retailers to collect taxes on remote sales tax based on the location of the consumer. The consumer's residing state can compel out-of-state retailers to collect the use tax, either as a member of the Streamlines Sales Tax Governing Board or through the use of certified software providers.

1. The City Council declared that this item is not subject to California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Adopted Resolution No. 2015-28, which declares support for the Remote Transactions Party Act, proposed House Resolution 2775.

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6I. OPPOSE ASSEMBLY BILL 113 – ADMINISTRATIVE COST ALLOWANCE (COMMITTEE ON BUDGET)

AB 113 contains additional provisions and provides specificity to existing law governing the dissolution of redevelopment agencies (RDAs) and the wind-down of their existing activities and obligations. In addition, the measure addresses several ongoing issues relating to state-local fiscal situations. The bill is related to the implementation of the Budget Act of 2015.

1. The City Council declared that this item is not subject to California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Adopted Resolution No. 2015-29, which expresses opposition for the Administrative Cost Allowance, proposed Assembly Bill 113.

6J. REVIEW AND INTENTION TO AMEND THE CITY'S CONFLICT OF INTEREST CODE

The City Council adopted an amended Conflict of Interest Code by Resolution dated October 28, 2014. Subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Code.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved Resolution No. 2015-31 entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING A CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974".

END OF CONSENT CALENDAR

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7. PUBLIC HEARINGS

7A. ESTABLISHMENT OF A FEE FOR THE PERMIT PROCESSING OF SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

On August 25, 2015, the City Council had a second reading of Ordinance No. 1038, to adopt an expedited, streamlined permitting process for small residential rooftop solar systems. This resolution would establish a fee to recover the costs associated with the permit processing for these systems.

The public hearing was opened.

No one appearing to speak, the public hearing was closed.

Motion/Second: Donahue/Shawver

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, Warren)

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council conducted a public hearing; and
2. Declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
3. Adopted Resolution No. 2015-27 establishing a permit fee for streamlined processing of small residential rooftop solar systems.

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8. UNFINISHED BUSINESS

8A. APPROVAL OF ORDINANCE NO. 1038

This Ordinance was introduced at the regular City Council meeting of July 28, 2015.

Motion/Second: Donahue/Shawver

ROLL CALL VOTE:	Council Member Ramirez	AYE
	Council Member Shawver	AYE
	Council Member Warren	AYE
	Mayor Pro Tem Donahue	AYE
	Mayor Ethans	AYE

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1038, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 16.16.020 OF CHAPTER 16.16 OF DIVISION I OF TITLE 16 TO THE CITY OF STANTON MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS”; and

2. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15061(b)(3) (the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
3. The City Council adopted Ordinance No. 1038.

DRAFT

9. NEW BUSINESS

9A. APPROVAL OF CONTRACT WITH ALL CITY MANAGEMENT SERVICES TO PROVIDE CROSSING GUARD SERVICES

Effective July 1, 2015, the City Council reinstated crossing guards in the budget due to funding from Measure GG. Written quotes were received from three potential vendors, and All City Management Services, Inc. is the recommended vendor.

Administrative Services Director Stephen M. Parker stated that with the approval of Measure GG by Stanton Residents in November 2014, the City now has a new local funding source. As school safety has always been a priority of the City of Stanton, City Council is pleased to add funds from Measure GG in the current years' budget for crossing guard services.

Motion/Second: Donahue/Warren

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, Warren)

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council declared that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Authorized the City Manager to sign a three-year contract with All City Management Services, Inc. in the amount of \$79,170 for crossing guard services.

DRAFT

9B. AWARD OF CONTRACT FOR CONSTRUCTION OF BEACH BOULEVARD BEAUTIFICATION PROJECT TO USS CAL BUILDERS BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The bids for the construction of Beach Boulevard Beautification Project were opened Tuesday, July 28, 2015. Based on the post-bid analysis of the two (2) bids received, staff recommends the bid submitted by USS Cal Builders to be the lowest responsive and responsible bid.

The cost for completing the Beach Boulevard Beautification Project is estimated at \$851,653.20, which includes a 10-percent contingency and a construction inspection fee that will be awarded, if necessary at a later time.

Motion/Second: Ramirez/Warren

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, Warren)

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Approved the plans and specifications for the construction of Beach Boulevard Beautification Project; and
3. Awarded a construction contract for the construction of Beach Boulevard Beautification Project to the lowest responsive and responsible bidder, USS Cal Builders, for the amount of \$740,568.00; and
4. Authorized the City Manager to bind the City of Stanton and USS Cal Builders in a contract for the construction of the Beach Boulevard Beautification Project; and
5. Authorized the City Manager to approve contract changes, not to exceed 10-percent.

DRAFT

10. **ORAL COMMUNICATIONS – PUBLIC** None.

11. **WRITTEN COMMUNICATIONS** None.

12. **MAYOR/CHAIRMAN/COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS**

12A. **COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS**

- Council Member Warren reported on the City's Inaugural Paws in the Park event, which was held on August 8, 2015.
- Council Member Shawver reported on his and Mayor Pro Tem Donahue's attendance at Assemblywoman Young Kim's Stuff the Bus Final Day Event, which was held on August 21, 2015.
- Mayor Pro Tem Donahue reported on his attendance at the Boy's & Girls Club of Stanton's Casino Night event, which was held on August 22, 2015.
- Council Member Shawver requested that Community Services Director Julie S. Roman report on the City's first National Night Out event.
- Community Services Director Julie S. Roman reported on the City's first National Night Out event, which was held on August 4, 2015.
- Mayor Ethans reported on the Orange County Vector Control District's West Nile virus alerts and cases.

12B. **COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE COUNCIL MEETING**

None

12C. **COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION**

None.

DRAFT

12D. PARTICIPATION IN A MULTIPLE JURISDICTIONAL, COUNTYWIDE RECYCLING MARKET DEVELOPMENT ZONE

The City of Huntington Beach is leading the effort to create a multiple jurisdictional, countywide Recycling Market Development Zone (RMDZ). There are currently 36 RMDZs in the state, none in Orange County. If the City of Stanton desired to become part of the RMDZ, the City would need to provide a letter of interest and a resolution to join the RMDZ.

The letter and resolution would be brought to the Council at a subsequent meeting if so directed by the City Council.

Motion/Second: Shawver/Warren

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, Warren)

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Directed staff to prepare a letter of intent and a resolution joining the countywide Recycling Market Development Zone.

13. ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL

None.

DRAFT

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Public Works Director/City Engineer Allan Rigg provided the City Council with a progress report on the Stanton Central Park construction.

14A. ORANGE COUNTY FIRE AUTHORITY

Chief David Steffen provided the City Council with an update on their current operations.

- 18. ADJOURNMENT** in memory and in honor of Warren Johnson, Senior Chaplin Orange County Fire Authority.
Motion/Second: Ethans/
Motion carried at 7:53 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: September 8, 2015

SUBJECT: AWARD OF A MAINTENANCE CONTRACT FOR THE SANITARY SEWER CLEANING SERVICES TO EMPIRE PIPE CLEANING AND EQUIPMENT, INC. BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

As part of the preventive maintenance of the City's Sanitary Sewer System, the City of Stanton requires the use of a specialty contractor to perform sanitary sewer cleaning services on an annual basis. The cost for providing the City with this service is estimated at \$206,299.50 for one year of service. This cost includes a 10-percent contingency. The length of the contract will be for thirty three (33) months with an option to renew the contract thereafter.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301b; and
2. Award a maintenance contract with Empire Pipe Cleaning and Equipment, Inc. to provide sanitary sewer cleaning services for a maximum contract amount of \$187,545 each year; and
3. Authorize the City Manager to bind the City of Stanton and Empire Pipe Cleaning and Equipment, Inc. in a contract to provide sanitary sewer cleaning services; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

This maintenance contract consists of an agreement to provide citywide sanitary sewer cleaning services. Additionally, responding to emergency situations, the annual cleaning of catch basins, and quarterly cleaning of select sewer segments that are categorized as hotspots will also be included in this contract. The estimated project cost of

\$206,299.50 is as follows:

Maintenance Contract	\$ 187,545.00
Maintenance Contingency – 10 percent	\$ 18,754.50
Total Estimated Project Cost	\$ 206,299.50

ANALYSIS/JUSTIFICATION:

Since 2012, the City has been under contract with National Plant Services, Inc. to clean the City's sewer facilities and respond to emergency situations. Other services under this contract include the annual catch basin cleaning. The existing contract with National Plant Services, Inc. has expired and a request for proposals was advertised August 10, 2015 with a due date of August 26, 2015. Staff obtained two (2) proposals and after reviewing the proposals determined Empire Pipe Cleaning and Equipment, Inc. to be the most qualified contractor to provide these services. Empire Pipe Cleaning and Equipment, Inc. had a contract with the City prior to National plant Services, Inc. and is familiar with the sewer and storm system throughout the City. Other nearby municipalities serviced by Empire Pipe Cleaning and Equipment, Inc. include Fountain Valley, Placentia, Cerritos, La Palma, and Norwalk. The annual cleaning of sewers is essential in preventing sanitary sewer overflows (SSOs) from occurring.

FISCAL IMPACT:

Funds for the sewer cleaning services are available from account 501-3700-730100. Currently only \$155,000 is budgeted for FY 15/16, but the attached budget adjustment requests an additional \$52,000 from the Sewer Maintenance Fund's fund balance in order to support this project. Currently the Sewer Maintenance Fund has more than \$2.5 million in unrestricted fund balance. This project will have no impact on the General Fund.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(b) as maintenance of existing facilities.

LEGAL REVIEW:

None.


PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

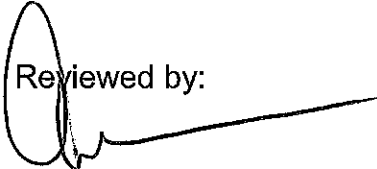
STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

Prepared by:


Stephanie Camorlinga
Engineering Assistant

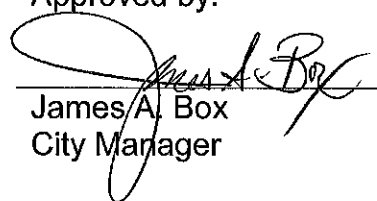
Reviewed by:


Allan Rigg, P.E. AICP
Director of Public Works

Concur:


Stephen Parker, CPA
Administrative Services Director

Approved by:


James A. Box
City Manager

ATTACHMENTS:

- (1) Contract
- (2) Proposal
- (3) Budget Adjustment 2016-01

CITY OF STANTON

AGREEMENT FOR SANITARY SEWER CLEANING SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of October, 2015, by and between the City of Stanton, a municipal corporation, organized under the laws of the State of California, located at 7800 Katella Avenue, Stanton, CA 90680 ("City") and Empire Pipe Cleaning and Equipment, Inc., a California Corporation, with its principal place of business at 1788 N. Neville St., Orange, CA 92865 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain sewer and catch basin maintenance services required by the City on the terms and conditions set forth in this Agreement and the Contract Documents, and Request for Proposal for Sanitary Sewer Cleaning dated, August 10, 2010⁵ which are hereby incorporated as though fully set forth herein. The contract Documents for the aforesaid project shall consist of the Request for Proposal and the Proposal, together with this Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. Contractor represents that it is experienced in providing sewer and storm drain maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the Sanitary Sewer Cleaning Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the sanitary sewer and catch basin maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from October 1, 2015 to June 20, 2018, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional two-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Allan Rigg, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Craig Van Thyne, Vice President of Operation, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10 Labor

3.2.10.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages

in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.10.2 Registration. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code sections 1725.5 and 1771.1, effective March 1, 2015, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.2.11 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time,

terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Water Quality Management and Compliance.

3.2.13.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.13.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.13.3 Compliance with DAMP and WQMP In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), and the applicable Water Quality Management Plan ("WQMP"). Both documents contain Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality. Contractor shall be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:

<https://media.ocgov.com/gov/pw/watersheds/documents/damp/default.asp>

More information on the applicable WQMP is available on the internet at:

<https://cms.ocgov.com/gov/pw/watersheds/documents/wqmp/default.asp>

3.2.13.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

3.2.13.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 **Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed ONE HUNDRED EIGHTY SEVEN THOUSAND, FIVE HUNDRED FORTY FIVE DOLLARS (\$187,545) annually without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City. For agreements in excess of \$30,000.00, the City Manager may, on an annual basis, approve additional work, provided the total Agreement compensation, including the cost of additional work, does not exceed 10% of the original Agreement compensation as set forth in

Section 3.3.1, for a total increase of \$18,754.50. Any additional work in excess of this amount shall be approved by the City Council.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Empire Pipe Cleaning and Equipment, Inc.
1788 N. Neville St.
Orange, CA 92865
ATTN: Craig Can Thyne

City: City of Stanton
7800 Katella Avenue
Stanton, CA 90680
ATTN: Allan Rigg, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.5.6 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF STANTON

EMPIRE PIPE CLEANING AND
EQUIPMENT, INC.

By: _____
Mayor or City Manager

By: _____
[INSERT NAME AND TITLE]

ATTEST:

By: _____
[INSERT NAME AND TITLE]

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF STANTON

Empire Pipe Cleaning and Equipment, Inc.

By: _____
Mayor or City Manager

By: _____
TWO SIGNATURES, President OR
Vice President AND Secretary OR
Treasurer REQUIRED

ATTEST:

By: _____
TWO SIGNATURES, President OR
Vice President AND Secretary OR
Treasurer REQUIRED

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF MAINTENANCE SERVICES

Request For Proposals and Contractor Proposal



REQUEST FOR PROPOSAL (RFP)

FOR

Sanitary Sewer Cleaning Services

RFP responses to be received until

10:00 A.M., August 26, 2015

In the Office of the Public Works Department

City of Stanton

7800 Katella Avenue,
Stanton, CA 90680-3162

ATTN: Allan Rigg, Director of
Public Works / City Engineer

Approved for Advertising:

A handwritten signature in black ink, appearing to be "A. Rigg", written over a horizontal line.

Allan Rigg, P.E.
Director of Public Works / City Engineer

Date Issued: August 10, 2015



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SECTION I. GENERAL DESCRIPTION AND INTRODUCTION

The City of Stanton is requesting proposals from qualified contractors to provide yearly Sanitary Sewer Cleaning Services.

Proposals must conform to the requirements of this Request for Proposal (RFP), and must be submitted in a sealed envelope, to the Department of Public Works no later than 10:00 a.m., on Wednesday, August 26, 2015. The consultant contract is anticipated to be awarded on September 8, 2015 with work to begin October 1, 2015. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant.

The successful contractor will be required to enter into an agreement with the City, which will include the requirements of this RFP as well as other requirements to be specified at a later date. By submitting a proposal, the contractor agrees to all of the terms of this RFP. The bidder must possess a Class-A, C-36, or C-42 Contractor License in the State of California. This contract term is for a period of 32 months. The City and contractor may elect to exercise an extension of this Contract for two additional twelve month terms. Contract extensions are also contingent upon satisfactory performance of the Contractor.

SECTION II. PROJECT BACKGROUND

The City currently operates and maintains a sewer collection system that serves the City and portions of the adjacent Cities of Anaheim, Garden Grove and Unincorporated County. This network of sanitary sewers serves approximately 39,000 residents and is comprised of 48.9 miles of pipes with approximately 1,160 manholes and cleanouts.

As part of this preventative maintenance program, the City desires that the entire Sanitary Sewer System be cleaned over a 32-month period with an option to extend the contract an additional two years. In addition, there are numerous locations that will require cleaning every 3 months (Appendix B). The intent of sewer line cleaning is to remove roots and other foreign materials from the lines and restore the sewer to the original carrying capacity.



SECTION III. SCOPE OF SERVICES

Cleaning Equipment:

High-Velocity Jet (Hydrocleaning) Equipment:

All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

Mechanically Powered Equipment:

A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat treated steel. To insure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

Large Diameter Cleaning:

For cleaning large diameter sewer pipes, consideration shall be given to a combination hydraulic high volume water and solids separation system. The flow from the sewer will provide water for the pump operation so no potable water is necessary and treatment costs are not a factor. Water volume of up to 250 GPM at 2000 PSI+ will move solids to the downstream manhole in high flow conditions. The separation system will dewater solids to 95% (passing a paint filter test) for transport to a sewage treatment plant or approved landfill. Sewer water will be filtered to a point where it can be used in the pump for continuous cleaning. No by-passing of sewer flows will be necessary. The unit shall be capable of 24 hour operation and the unit shall not leave the manhole until a section is fully cleaned.

Annual Sewer Cleaning:

The selected contractor shall use a combination cleaning truck with a mandatory two man crew. Combination cleaning trucks shall have either fan or PD type vacuum equipment in addition to a water pump capable of producing a minimum of 2000 psi water pressure at a minimum flow rate of 65 GPM. Cleaning shall be from the downstream manhole except when it is not accessible to clean from this manhole. Any conditions that are potential for blockages shall immediately be reported to the City.



The Contractor shall have cleaning equipment capable of 1000 feet of 1 inch diameter high pressure hydro flushing hose for those locations requiring remote access or easement situations. Cleaning truck shall have a minimum water capacity of 1000 gallons.

The designated sewer manhole sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of equipment used shall be based on the condition of lines at the time work commences. The equipment and methods selected shall be satisfactory to the City Engineer. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned. Manhole walls and floor shall be cleaned using high-velocity jet cleaning gun.

Root Removal:

Roots shall be removed in the designated sections where root intrusion is a problem. Special attention should be used during the cleaning operation to assure almost complete removal of roots from the joints. Procedures may include the use of mechanical equipment such as rodding machines, root saws, using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemicals such as root foaming will not be allowed. The cost for any necessary root removal shall be included in the cost for the annual sewer cleaning.

Catch Basin Cleaning:

The contractor will be responsible for ensuring each and every catch basin and storm drain inlet located within the City is cleaned each year. The contractor will be responsible for submitting an inventory of all the catch basins cleaned throughout the City and reporting the inspection and maintenance records prior to processing of payment. The contractor will be paid for each catch basin that is cleaned each year. The annual catch basin cleaning will occur in October each year.

Maintenance of a Hydrodynamic Separator:

Work under this item of work shall include services to provide annual maintenance to a hydrodynamic separator.



Quarterly Cleaning of Hot Spots:

Work under this item of work shall include the quarterly cleaning of hot spot locations within the City's sanitary sewer system using method described in this request for proposal. The diameter of pipe at each offset will vary between 8" and 18". A list of hot spot locations in the City is located in Appendix B.

Quarterly Cleaning of Siphons:

Work under this item of work shall include the quarterly cleaning of siphon locations within the City's sanitary sewer system using method described in this request for proposal. A list of siphon locations is found in Appendix C.

Traffic Control:

The contractor shall provide appropriate traffic control to accomplish the project. The latest revision of the WATCH Manual shall be used. This aspect is considered to be part of the cost of sewer cleaning. Beach Boulevard is within the jurisdiction and right of way of the California Department of Transportation (Caltrans). The Contractor shall obtain a Caltrans Encroachment permit prior to performing work within the Caltrans right of way. Contractor shall pay the cost of all bonds, insurance, application fees and inspection fees specified by Caltrans. The cost for complying with requirement of this section shall be included in the bid item for annual cleaning of sewers. No further compensation shall be made thereof. For all work done within the Caltrans' Right-Of-Way (ROW), the Contractor shall be responsible for complying with all Caltrans' requirements.

On-Call Emergency Services:

The Contractor shall provide an hourly rate sheet for emergency work and must be available 24 hours a day, 7 days a week for on-call emergency services. The contractor shall supply the City with a list of contact information to contact in the event of an emergency situation. **Response time to the site must be 1 hour from the time the call is placed to the contractor.** It is preferred that the contractor has equipment at a location within 20 miles of the City of Stanton. Failure to respond to emergency situations within the 1 hour time frame may result in the termination of this contract.

Contractor shall be responsible for any fines levied by others, reimbursement of any agency incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs to customers as a result of Contractor's work. Requirements for



emergency response must adhere to the State Water Resources Control Board Order No. 2006-0003 for waste discharge requirements of sanitary sewer systems.

Cleaning Precautions:

During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment to ensure that the water pressure or head created does not damage or cause flooding of public or private property being served by the sewer. Care shall be exercised in the selection and use of the cleaning tools to avoid pipe damage. Contractor shall be responsible for all costs for repairs and /or clean up to City-owned or private property to City's satisfaction. Use of a nozzle skid is required to prevent accidental entry of nozzle into house connections.

Material Disposal:

Liquids shall be decanted and rained back to the sewer. All solids or semisolid resulting from the cleaning operations will be removed from the work site and disposed of at no added cost to the City in the digester cleaning beds at OCSD's Treatment Plant No. 2 located in Huntington Beach, California. All materials will be removed from the work site at the end of each workday. Under no circumstances will the Contractor be allowed to accumulate debris, etc. on the site of work beyond a single workday.

Spill Reporting and Handling

Contractor shall immediately notify City's representative(s) of any manhole overflow or interruption/backup of customer service. The Contractor shall take all measures possible to immediately contain and control any overflow. The City of Stanton Sanitary Sewer Overflow Emergency Response Plan is available for review at City Hall 7800 Katella Avenue and at the City Public Works Yard at 8100 Pacific Street. Contractor shall be responsible for any fines levied by others as a result of the Contractor's work.

Ultimately, if the Contractor is involved with a spill, he must:

1. First, immediately notify the City of Stanton. The City will then make the notifications required by OCSD.
2. Secondly, the Contractor must attempt to contain the spill to isolate it from entry to any waterways.
3. Thirdly, the Contractor must attempt to relieve the spill. Once the spill has been contained and relieved, the area must be cleaned up.
4. Lastly, follow-up reports must be made.

Contractor shall be responsible for any fines levied by others, reimbursement of any



agency incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs to customers as a result of Contractor's work.

Contractor shall also notify the City of Stanton immediately of any apparent non-Contractor related spills and/or any abnormal conditions.

Work Plan

The Contractor shall prepare a weekly work plan and submit it one (1) week in advance to the City representative for review and approval. The plan shall verify the cleaning sequence and identify all the line sections to be cleaned based on City maps and sequence data provided. Plan may be amended for weather or local road maintenance or construction issues discovered by either party.

SECTION IV. PROGRESS SUBMITTALS

Work Documentation

Weekly reports based on the work plan shall be submitted for City review with the invoice for payment. Contractor's log sheets, with a section-by-section breakdown, including comments, shall be maintained on site, in a legible manner, for review at all times. Comments on log sheets shall include notice of badly worn frames and covers and of badly deteriorated manhole concrete structures.

SECTION V. PROPOSAL SUBMISSION REQUIREMENTS

The Department has established requirements for proposal format. Proposals shall be submitted in a 1" reusable three ring binder. All pages shall be duplex copied.

Four (4) copies of the proposal must be submitted containing the following elements:

1. Cover Letter.
2. Firm Structure and History. Including the firm's experience managing projects similar in magnitude and scope, key personnel and structure (organization chart), credentials, background, and ownership of the firm. Include the firm's previous experience with providing annual Citywide Sanitary Sewer Cleaning Services.
3. Key personnel: List qualifications of personnel with resumes and a breakdown of responsibilities. The Firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and



committed to the project. The City must approve changes to key personnel committed to work on the project subsequent to award of contract. Resumes must be submitted of key personnel who will be assigned to this project.

4. A narrative briefly describing the proposed approach using general descriptions for the activities.
5. A list of proposed sub-consultants, sub-contractors, suppliers, and manufacturers, including their qualifications pertinent to this project.
6. A client reference list from previous projects of similar scope and magnitude. List should include key personnel-contacts and their position with the agency.
7. A schedule indicating proposed time and duration for routine maintenance.
8. Company fee schedule included with the submittal but in a separate sealed envelope. The proposal shall include:
 - a. Project cost proposal submitted in a separate, sealed envelope. Contractor shall use the itemized bid sheet in Appendix A as the cost proposal.
 - b. A table indicating the anticipated staff-hours dedicated to perform each of the tasks to complete the project.
9. Evidence of compliance with City insurance requirements.

SECTION VI. SELECTION CRITERIA

The proposals will be evaluated on the following factors, but may not be limited to just these factors:

Staffing Capabilities / Technical Competence

Extensive knowledge and background with design of sewer systems within Orange County is desirable. The firm should have direct experience and knowledge of all regulatory agencies.

Past Performance Record

Experience in completion of projects of similar complexity and scale for other agencies within Southern California is desirable. Efficiency and timeliness in completion of program requirements. The contractor must show an ability to respond to emergency situations within one (1) hour.

Approach to Work

Methodology to be implemented to address and coordinate the various elements within the program.



Cost Control

Demonstrated ability to provide innovative and reliable solutions using available City resources.

SECTION VII. SELECTION PROCESS

Selection of the consultant will be made in accordance with the provision of Chapter 10 of the California Government Code, Sections 4526 and 4529.5. Stating that selection of professional services is made on the basis of competence and qualifications without regard to fee. The fee will be opened and evaluated after selection of the consultant is complete.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The City may reject any proposal if it is conditional, incomplete or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the consultant from compliance with the contract requirements if the consultant is awarded a contract.

Proposals that meet the criteria of this RFP will be reviewed by a panel. The Department may conduct oral interviews. The selected firms will be notified, in advance, of the time and place for the oral interviews. Consultants will also be advised of additional information, if any, to be submitted at the oral interviews. Failure to appear at the interview will be considered non-responsive and the firm will be eliminated from any further consideration. Upon completion of the oral interviews, the City of Stanton will select the top ranked consultant deemed to be most qualified.

The successful consultant to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within said ten (10) days shall be just cause for the City to contract with the next responsible consultant.

SECTION VIII. SUBMISSION DEADLINE

In order to be considered, the Consultant must submit four (4) responses to the RFP to the following office:

Attention: Allan Rigg, P.E.
Director of Public Works / City Engineer
City of Stanton
Department of Public Works
7800 Katella Avenue



Stanton CA 90680-3162

The proposal must be received at the above office no later than the date listed on the cover.

There is no expressed or implied obligation for City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.). Any language purporting to render the entire proposal confidential or propriety will be ineffective and will be disregarded.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly, and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement shall be vested in the City.

SECTION IX. REQUEST FOR ADDITIONAL INFORMATION

To receive any written responses to Requests for Information or other addenda issued by the City to be made a part of this Request for Proposal prior to the submittal date please e-mail contact information to:

ims@imsinfo.com

Re: City of Stanton Sanitary Sewer Cleaning Services

SECTION X. TAXES AND LICENSES

All taxes and licenses, including, but not limited to, a Stanton City Business License, required for this project shall be obtained at the sole expense of the consultant.

SECTION XI. INSURANCE

Before the City executes a contract, the selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits no less than \$1,000,000 per accident and Comprehensive Professional Liability Insurance or General Liability Insurance with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.



Appendix A: Sewer Cleaning Inventory*

#	DESCRIPTION	QUANTITY	UNIT
1	Annual Cleaning of Sewers	290,000	LF
2	Quarterly Cleaning of Hot Spots	75,000	LF
3	Quarterly Cleaning of Siphons	60	EA
4	Catch Basin Cleaning	177	EA
5	Emergency Response 4-Hour Minimum	16	HR
6	Maintenance of a Hydrodynamic Separator	1	EA

*Note: These quantities are approximate quantities. The selected contractor shall be paid only for the work that is completed.



Appendix B: Hotspot Locations

	LOCATION	DS MH	US MH	SURVEY FOOTAGE	ACTUAL FOOTAGE	SIZE	SIPHON S / D
	Beach Boulevard	W010	W011	175	175	10"	
	Beach Boulevard	W008	W010	162	165	10"	Siphon
	Beach Boulevard	W009	W027	305	310	8"	Siphon
	Beach Boulevard	W008	W009	220	222	8"	
	Chapman	S009	S010	160	160	12"	
	Chapman	S008	S009	90	90	10"	DBL
	St Gertrudes	R002	R017	292	292	8"	
	Hopi Road	R062	R061	350	350	8"	
	Hopi Road	R061	R083	340	340	8"	
	Hopi Road	R083	R046	353	353	8"	
	Santa Catalina	R008	R085	350	350	8"	



	Santa Catalina	R085	R007	350	350	8"	
	Santa Catalina	R007	R006	350	350	8"	
	Santa Catalina	R006	R005	70	70	8"	
	Santa Rosalia	R005	R004	365	365	8"	
	Santa Rosalia	R004	R003	365	365	8"	
	Santa Rosalia	R002	R003	363	363	8"	
	Santa Rosalia	R001	R002	200	200	8"	
	Chapman	R001	R802	255	255	8"	Siphon
	Santa Paula	R035	R036	279	280	8"	
	Georgian	V004	V012	205	209	8"	
	Santa Rosalia	V004	V005	380	380	8"	
	Santa Rosalia	V003	V004	230	230	8"	
	Santa Rosalia	V002	V004	238	240	8"	



	Hampton Way	M030	M031	210	213	8"	
	Cabot Way	M029	M034	160	160	8"	
	Lambert Way	M029	M030	230	230	8"	
	Kirby Way	M093	M092	170	174	8"	
	Hood Way	M092	M077	215	214	8"	
	Grant Way	M016	M017	63	63	8"	
	Custer Way	M005	M016	66	67	8"	
	Custer Way	M004	M005	230	230	8"	
	Marshall Way	M004	M013	250	250	8"	
	Easement from Katella to Marshall Way	M003	M004	105	105	8"	
	Star & Fern	D092	D074	335	338	8"	
	Star & Fern	D074	D029	360	360	8"	
	Star & Fern	D029	D028	155	157	8"	



	Star & Fern	D028	D027	225	230	8"	
	Star & Fern	D027	D026	250	255	8"	
	Star & Fern	D027A	D027		85	8"	
	Star & Fern	D026	D025	250	250	8"	
	Ramblewood	B001	H102	200	200	8"	Siphon
	Courson	B003	H097	375	375	8"	Siphon
	Dale & Monroe	J038	K039	35	35	8"	Siphon
	Monroe	J035	J034	50	50	8"	Siphon
	Monroe	J034	J033	365	366	8"	
	Shopping Center - Food4Less	Z015	Z026	200	200	8"	
	Shopping Center - Food4Less	Z021	Z007	470	470	8"	
		Z029 is buried					
	Shopping Center - Food4Less	Z022	Z021	200	200	8"	
	Shopping Center -	Z023	Z022	220	220	8"	



	Food4Less						
	Shopping Center - Food4Less	Z024	Z023	155	155	8"	
	Shopping Center - Food4Less	Z015	Z024	150	150	8"	
	Shopping Center - Food4Less	Z027	Z015	240	240	8"	
TOTAL					12,506		
	Rose Street	C004	I044	317	320	12"	
	Rose Street	I044	I043	337	340	12"	
	Rose Street	I043	I042	345	345	12"	
	Rose Street	I042	I041	385	390	12"	
	Rose Street	I041	I040	390	390	12"	
	Rose Street	I040	I039	300	300	12"	
	Rose Street	I039	I038	334	335	12"	
	Rose Street	I038	I037	310	315	12"	
	Rose Street	I037	I009	300	300	12"	



	Rose Street	C007	I051	335	332	10"	
	Rose Street	I051	I050	325	330	10"	
	Rose Street	I050	I049	330	327	10"	
	Rose Street	I049	I048	422	720	10"	
	Rose Street	I048	I047	236	235	10"	
	Rose Street	I047	I046	322	325	10"	
	Rose Street	I046	I045	337	335	10"	
	Rose Street	I045	I010	307	310	10"	
	Rose Street	C057	I102	317	320	18"	
	Rose Street	I102	I103	355	350	18'	
	Rose Street	I103	I104	332	335	18"	
	Rose Street	I104	I105	275	277	18"	
	Rose Street	I105	I106	370	368	18"	



	Rose Street	I106	I107	244	245	18"	
	Rose Street	I107	I108	338	340	18"	
	Rose Subtotal				8,184		
	Cerritos Avenue	B045	B020	270	270	10"	
	Cerritos Avenue	B003	B004	137	137	10"	
	Cerritos Avenue	B001	B002	137	137	10"	Siphon
	Ramblewood	B001	H102	200	202	8"	
	Cerritos Avenue	B002	B003	124	125	10"	Siphon
	Courson	B003	H097	315	377	8"	
	Cerritos Avenue	B006	B007	260	260	10"	
	Cerritos Avenue	B026	B025	18	18	10"	
	Cerritos Avenue	B024	B026	245	250	10"	
	Cerritos	B023	B024	60	60	10"	



	Avenue						
	Cerritos Avenue	B022	B023	200	200	10"	
	Cerritos Avenue	B021	B022	120	120	10"	Siphon
	Cerritos Avenue	B019	B045	62	65	10"	
	Cerritos Avenue	B019	B041	200	200	10"	Siphon
	Cerritos at Alley - South	B006	B005	280	125	8"	
	Cerritos at Alley - South	B005	B004	280	137	8"	
	Cerritos at Alley - South	B005	H107	280	280	8"	
	Lowden	H095	H096	50	55	8"	Siphon
	Lowden	B026	H095	230	230	8"	
	Cerritos Avenue	B025	B026	120	120	10"	Siphon
	Lexington	B023	H093	400	400	8"	Siphon
	Bell	B021	H083	55	55	8"	Siphon
	Knott &	B045	B019	60	60	10"	



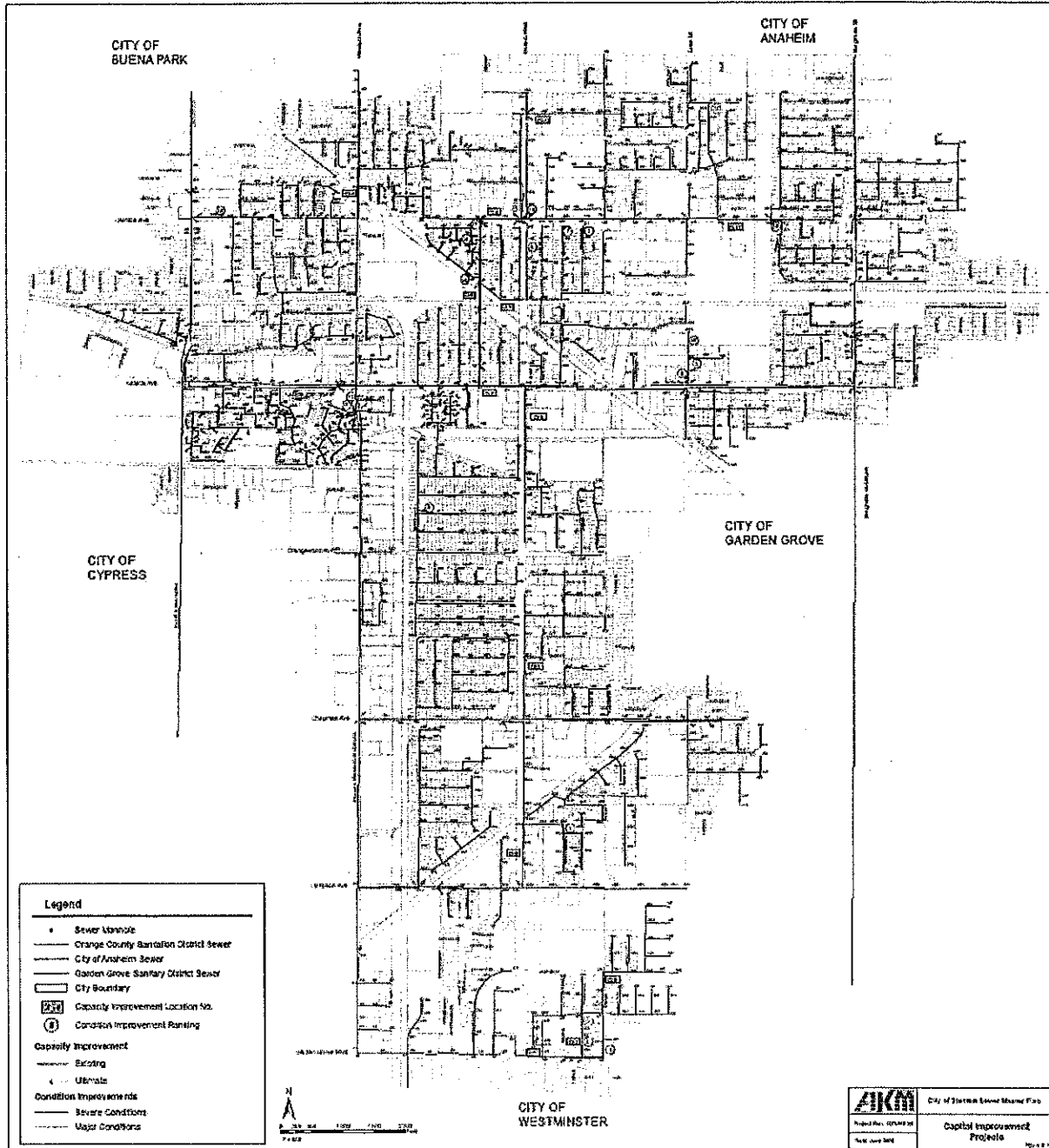
	Cerritos - Mid. Intersection						
	Cerritos	B045	B020	200	200	10"	
	Knott Avenue	H022	B019	180	180	10"	Siphon
	Knott Avenue	H021	H022	70	75	10"	
	Knott Avenue	H020	H021	75	75	10"	
Cerritos Subtotal					4,413		
City of Stanton Project Overview							
Hot Spot Cleaning					12,506	LF	
Rose Subtotal					8,184	LF	
Cerritos Subtotal					4,413	LF	
Total Footage					25,103	LF	



Appendix C: Siphon Locations

Location No.	Pipe	U/S MH ID	D/S MH ID	Location	Size (in)	Length (ft)	Material
1	B045-B019	B045	B019	Knott Avenue & Cerritos Avenue - mid intersection	8	62	VCP
2	H022-H021	H022	H021	Knott Avenue south of Cerritos Avenue	10	70	VCP
3	H083-B021	H083	B021	Bell Street, south of Cerritos Avenue	8	55	VCP
4	H093-B023	H093	B023	Lexington Street South of Cerritos Avenue	8	246	VCP
5	H095-B026	H095	B026	Lowden Street South of Cerritos Avenue	8	367	VCP
6	H097-B003	H097	B003	Courson Drive, south of Cerritos Avenue	8	371	VCP
7	H102-B001	H102	B001	Ramblewood Drive, south of Cerritos Avenue	8	198	VCP
8	H107-B005	H107	B005	Alley east of Lowden Street, south of Cerritos Avenue	8	280	VCP
9	I041-I040	I041	I040	Rose Street at Pacific Electric Corridor	12	402	VCP
10	I049-I048	I049	I048	Rose Street at Pacific Electric Corridor	12	363	VCP
11	I104-I105	I104	I106	Rose Street at Pacific Electric Corridor	18	419	VCP
12	J035-J034	J035	J034	Monroe Avenue, east of Court Street	8	60	VCP
13	K039-J038	K039	J038	Dale Street & Monroe Avenue	8	91	VCP
14	R802-R801	R802	R801	Chapman Ave (w/o Beach Blvd)	8	335	VCP
15	W010-W009	W010	W009	Beach Blvd (n/o Catherine Ave)	8	190	VCP

Appendix D: Sewer Location Map





REQUEST FOR PROPOSAL
FOR
Sanitary Sewer Cleaning Services
2015

Provided By:



1788 N. Neville St Orange CA. 92865

Provided For:

Director of Public Works/City Engineer

Allan Rigg, P.E.

7800 Katella Avenue

Stanton, CA 90680-3162

August 25, 2015





Empire Pipe Cleaning and Equipment, Inc.

P.O. Box 8035 • Anaheim, CA 92812
(714) 639-8352 • FAX (714) 283-8578

August 25, 2015

Mr. Allan Rigg, P.E.
Director of Public Works / City Engineer
City of Stanton
7800 Katella Ave
Stanton, CA 90680-3162

Subject: RFP for Sanitary Sewer Cleaning Services

Dear Mr. Rigg

Empire Pipe Cleaning and Equipment, Inc. (EPCE) welcomes this opportunity to present a highly qualified team that has experience performing city maintenance services including but not limited to sewer pipe cleaning, and CCTV inspection.

Empire Pipe Cleaning & Equipment, Inc. has been providing these specialized services since 1975 for small and large sized cities throughout California, including Palmdale, Berkeley, Santa Barbara, Fountain Valley, Placentia, Cerritos, La Palma, Norwalk, Coachella, Stockton, Barstow, and many more.

Our team includes a team of specially trained and certified cleaning and inspection field crews, and administrative staff experienced in working in Southern California cities and covering all the disciplines necessary to complete the inspection and reporting effort described in the Proposal.

EPCE's team is specialized in providing 'full service' contracting and engineering support to local and regional public agencies, including sewer inspection, condition assessment, Capital Improvement Programming (CIP), GIS and mapping support, and master planning. Our cleaning and inspection services include a complete package of traffic control, sewer cleaning and CCTV crews to support projects of any size and duration. We have supplied GIS and Condition Assessment with our partners to other Cities and this service can be offered as an option to the City of Stanton.

Please feel free to contact me if you have any questions or need any additional information. We look forward to hearing from you and hope you find our enclosed proposal comprehensive and responsive to your Proposal and Purchase Order Contract.

Sincerely,

A handwritten signature in black ink, appearing to read 'CVT', with a long horizontal line extending to the right.

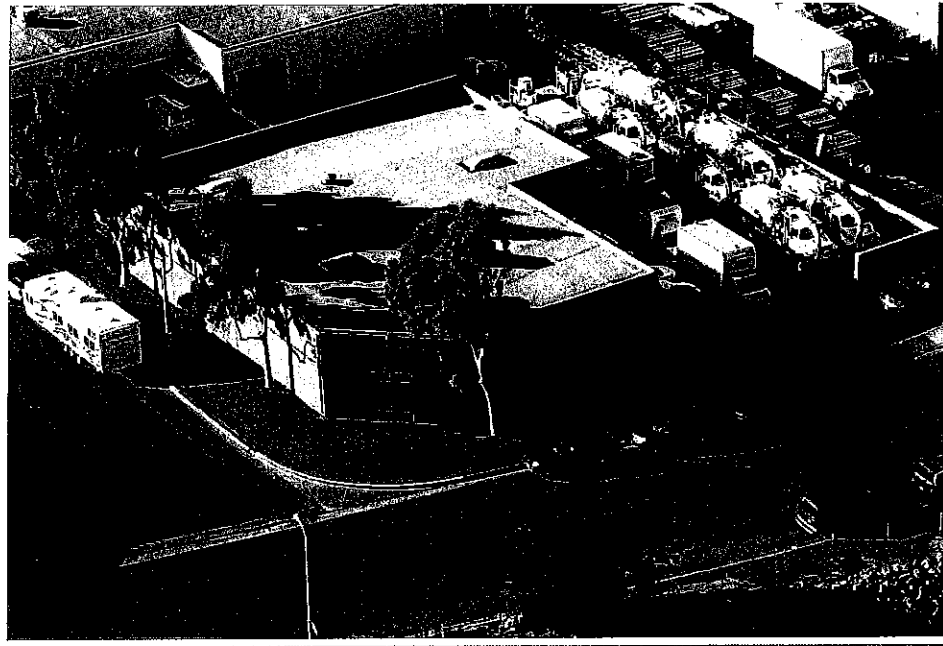
Craig Van Thyne
Vice President of Operation



Proposal for The City of Stanton

Sanitary Sewer Cleaning Services

Empire Pipe Cleaning and Equipment Inc. (EPCE) are providing a proposal for Sanitary Sewer Cleaning Services. We have been providing sewer and storm maintenance services for more than 35 years. We are a licensed Contractor with the State of California and currently possess a C36 Plumbing and C42 Sanitation License. We are located in Orange, CA and provide similar services to surrounding Cities We had been responsible for maintaining the City of Stanton's Sewers, Catch Basins, and Hot Spots Citywide from 2004 to 2011. We are very familiar with the City and the associated sewer line infrastructure. In addition we were contracted for the CCTV inspections for a portion of the SSMP and worked with the engineer to build the GIS maps and atlas books. This included GPS of Manholes and GPS layer values to update the current model.





Cleaning Equipment

EPCE has been in business for more than 35 years. Over that time, the company has grown to an average of 20 to 25 fulltime employees. Our Company is equipped with:

- ❖ **6 -Combination Trucks-** Vac-Con and Vactor Combination Trucks for safety, reliability and productivity. The Trucks provide up to 80 GPM at 2500 PSI, 650' of 1" sewer cleaning hose and a 3-stage fan or D.P. vacuum system.



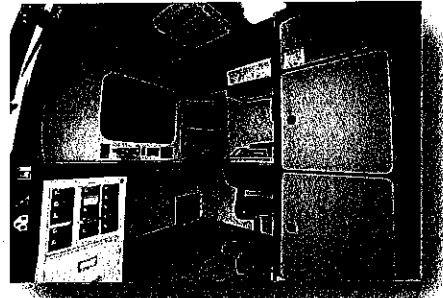
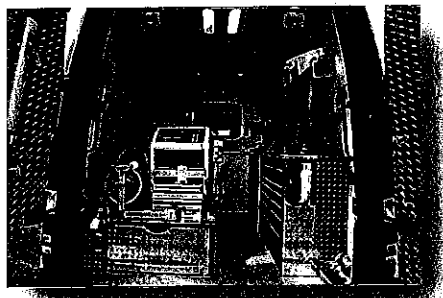
- ❖ **1 -Specialty Easement Cleaning truck with 1200' of cleaning capability-** This truck is specific to strictly Jet Cleaning. Sewer Cleaning Hose capability of 1200'. It is ideal for easement type cleaning and difficult to reach areas.



- ❖ **6 -Fully Operational and Self Sufficient CCTV Trucks-** CCTV Inspection truck are equipped with the top of the line RST inspection systems. Software collection utilizes POSM. Keeping a standard system reduces system and operator errors.

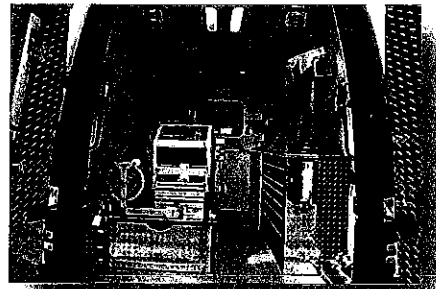


- ❖ **1- Manhole Inspection Box Van-** This system is equipped with a custom Manhole inspection software using POSM to collect the field data. Crews use a laser to collect measurements and EnviroSight Pole Camera to document the manholes details. This system is capable of video capture and digital photos of the manhole features.





- ❖ **Envirosight CCTV Inspection and Pipeline Scanning Truck** – This unit contains the latest technology in CCTV Inspection and Pipeline scanning where images are collected in 3D and unfolded to 2D for detailed NASSCO PACP assessments.

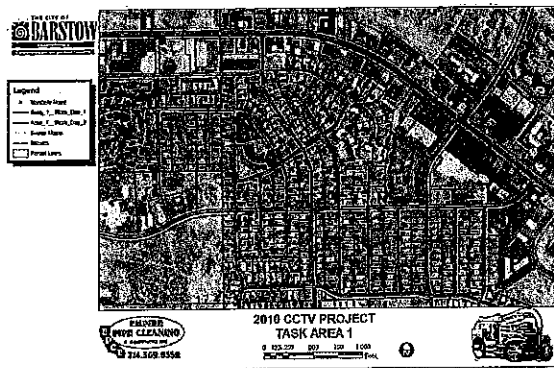


- ❖ This side scanning technology delivers high resolution images and works with asset management and GIS Software and supports NASSCO PACP. This technology is used in conjunction with WinCan Software and scanning modules to provide the latest in CCTV Inspection Technology. This technology is out of the specified scope of work but will be available at additional cost.

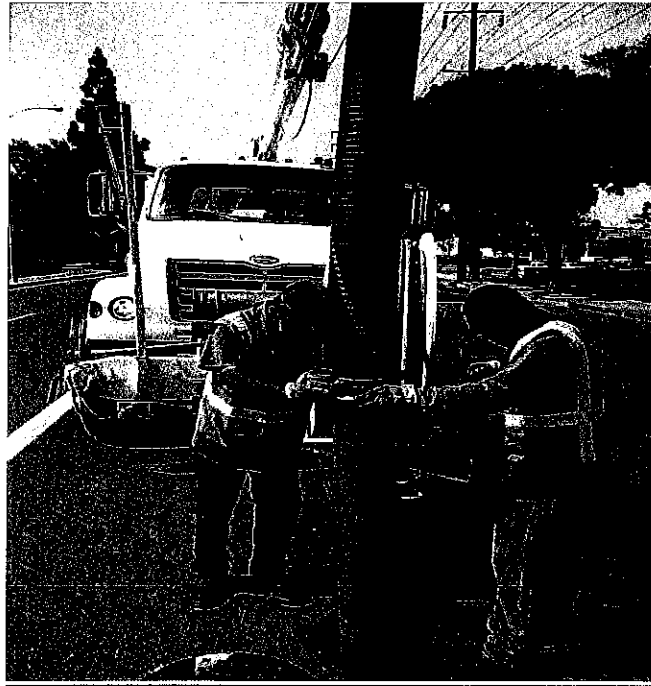
- ❖ **Data Post Processing Services-** Data services allows EPCE to transfer data from POSM into other specific databases. We can retrieve projects that are archived in the event that the client's data is corrupted or lost due to unforeseen events.



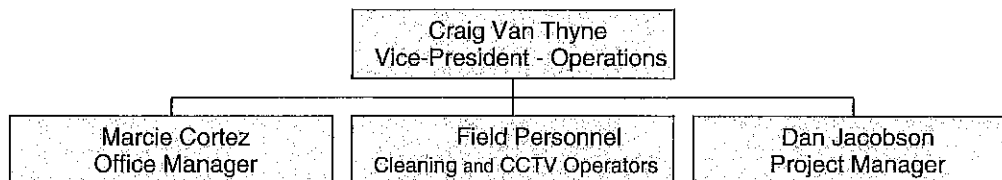
- ❖ **GIS Data Integration Services and Maps-** EPCE utilize ARC View 10.1 for their GIS Platform. This software allows EPCE to produce a visual report for the CCTV and cleaning services that completed. We can update, edit and design GIS systems and produce maps to show location and details of a specific item, asset, or data range. CCTV and cleaning data can be linked to the shape files. If this level of service is required, EPCE can provide them at additional cost



- ❖ **Tool Fabrication and Equipment Repair-** The shop is an 8,000 square foot enclosed facility that has capability of truck repair, heavy equipment repair, and fabricating. Repair and maintenance equipment include welders, cutting tools, milling machines, presses, and many other assorted tools. This one stop shop has the resources to handle most repair or equipment requests.



Proposed Staffing



Craig Van Thyne, V.P./Operations – responsible for day-to-day operations. Mr. Van Thyne coordinates the daily activities of each field crew every morning and evening to track the progress of each project. As Vice President of the company he has the final authority to sign and authorize project activities.

Education

December, 1987 Colorado School of Mines Golden, CO
Master of Science, Metallurgical Engineering

December 1985 Iowa State University Ames, IA
Bachelor of Science, Metallurgical Engineering



**Professional
experience**

December 2000 to Present

Empire Pipe Cleaning & Equipment

Vice-President / General Manager

Owner of Pipeline Cleaning and Video Inspection Company. Responsible for operations, sales, and overall profitability.

Certifications

NASSCO PACP Certified - U-034-276 License, Contractor license classifications C36 and C42

Dan Jacobson, Project Manager – Dan is responsible for managing all aspects of the mapping and field operation processes. This includes researching project requirements, preparing proposals and implementing project standards. It also includes data management to support field staff, preparation of electric and paper maps, and meetings with the City. Field and office interaction to complete all items in the project scope will be the emphasis of Dan's role in this project.

Qualifications - Dan has been in the Engineering and Environmental Services Industry for over 9 years. Dan's background includes working in a civil engineering office and current experience with pipeline Cleaning and CCTV Contractors. Project experience includes Cities and Agencies, Engineering Firms, Military organizations, and water and sanitation districts.

Certifications:

NASSCO PACP Certified - 04-6113

First AID/CPR

Confined Space Certified

Traffic Control Flagman Certified

HAZWHOPER

SCBA / SCUBA

Marcelina Cortez, Office Manager – Marcelina has been with EPCE for 5 years and processes all incoming reports and verifies contract compliance. She inputs the required electronic data and saves information on the appropriate folder on the EPCE Server. Report verification and invoicing are processed through her office. For this project she will track the daily production logs and update the team with project mile markers.





Cleaning Procedures

The RFP outlined cleaning of approximately 290,000 lineal feet of sanitary sewer lines, 75,000 lineal feet of quarterly hot spots and 60 siphons(15 each quarter), and 145 Catch Basins.

Page 4 of the RFP lists a "consideration" for Large Diameter Cleaning. This type of unit is normally not available but if it is needed for certain locations, we can look for available subcontractors to complete this task. EPCE does not have this type of equipment and will not be part of our scope of service for this RFP. We are not able to provide pricing for this application. Our previous experience working with the City of Stanton never dictated this type of machine.

EPCE will provide a combination cleaning truck with a two-man crew. These trucks typically provide 65 GPM at 3000 PSI with 1" diameter hose up to 600 feet in length. Vacuum capabilities are provided by three stage fans or Positive Displacement Units.

EPCE has a Sreco Jet Rodder with 1200 feet of hose for those locations that have difficult to reach access or easement locations.

Each cleaning truck will have a Warthog Spinning Nozzle, Hydraulic root saw, "Grenade" type nozzle, and penetrating nozzle. In locations where root intrusion and heavy grease deposits are suspected in a sewer to be cleaned, a root cutter shall be used. Proper skids used to prevent getting stuck will be used on all cleaning nozzles.

EPCE will clean the sewer from the downstream manhole and ensure that the nozzle has reached the upstream manhole before pulling the nozzle back to the downstream manhole until the entire length of the sewer has been cleaned. Pull back rate shall not exceed 40 feet per minute. Any debris or solids will be vacuumed at the downstream manhole and shall not be passed downstream. Any manholes that are not accessible will be noted on the cleaning reports. These lines will be cleaned from the adjacent upstream or downstream manhole. The number of passes will be dictated by the amount and type of debris. .

In locations where root intrusion and heavy grease deposits are suspected in a sewer to be cleaned, a root cutter shall be used. Proper skids used to prevent getting stuck will be used on all cleaning nozzles.





Liquids will be decanted into the collection system. All debris collected from the cleaning operations will be disposed at OCSD Sanitation Plant. Lengths will be measured from center of manhole and recorded on the cleaning log. Any manhole defects will be noted on the cleaning log.

The cleaning crew will document the cleaning process and a cleaning log will be documented for City Staff Review. Any additional information will be shown in the comments section and any potential "Red Flag" conditions will be immediately reported to the City Staff. A Master Sewer Atlas is marked at the office to show the status of the cleaning project. Electronic copies will be sent with the summary invoice at the end of the month. A sample cleaning report is shown in Attachment A.

- ❖ Date
- ❖ Street
- ❖ Manhole Numbers – Upstream and Downstream for the pipe ID number
- ❖ Map Number
- ❖ Length of Run
- ❖ Pipe Size
- ❖ Cleaning Code
- ❖ Type of Debris
- ❖ Truck Number
- ❖ Conditions/Comments

Enhanced Maintenance Areas (Trouble spots)

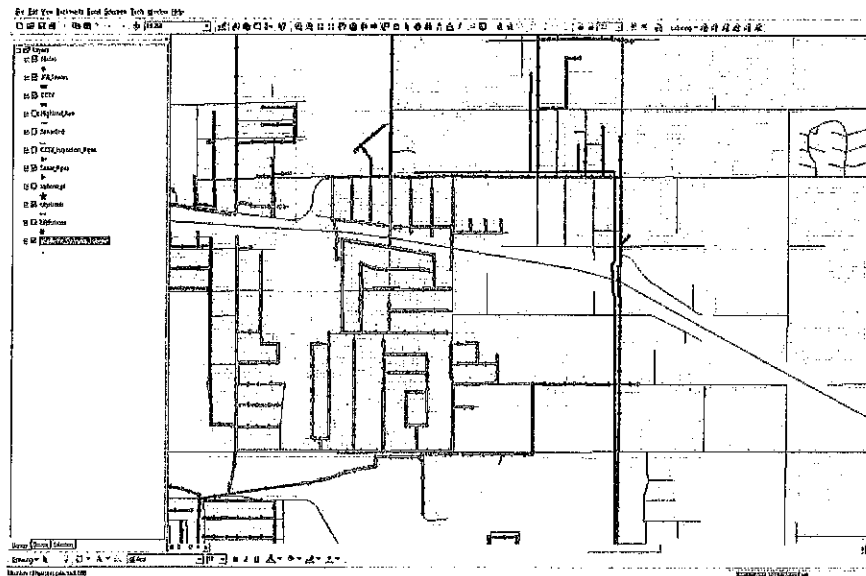
Enhanced Cleaning Areas (Trouble Spots) and Siphons as outlined in the RFP will be cleaned and a sample Cleaning sheet is shown in Attachment B. The hot spots will be cleaned and priced according to the lineal foot price. The project will be based on approximately 75000 LF of trouble spots and 60 siphons which is the total for quarterly cleaning. The list shown in the RFP shows roughly 25,103 LF of Hot Spots which would total to 100,000 LF annually. We will provide a lineal foot price for cleaning regardless.

A comprehensive excel spreadsheet can be completed for the annual cleaning and trouble spot cleaning. These databases can be used as a tool in conjunction with GIS and are effective in combining with the City's SSMP.





GIS integration can be part of the overall Sewer Master Plan (SSMP). GIS Services for integration with cleaning or CCTV Inspections are available for additional fees. The cost of these services depends on the scope of the project.



Catch Basin Cleaning

EPCE will clean approximately 177 catch basins annually in the Fall prior to typical rainy seasons. Attachment C shows the Cleaning Report that will be used to document the Cleaning Process. We will use one of our combination cleaning trucks to vacuum debris and high pressure water clean the catch basins from the manhole entry point. All debris loose debris and vegetation will be cleaned and vacuumed from the catch basin. Laterals that connect to the main from the catch basin are not included in this cleaning service.





On-Call Emergency Services

EPCE provides 24 hour 7 day a week services for emergency situations such as sewer spills (SSO) or storm drain related events. The telephone number of 714-639-8352 is available 24 hours a day including after-hours answering service. Our equipment is located in Orange which is approximately 10-12 miles away. Depending on time of day – 1 hour response time from call to onsite arrival is typical however conditions such as time of day and traffic may not allow this to happen. We would always be able to meet the industry standard of 2 hours.

Any additional costs outside our control will not be reimbursed by EPCE. Our main focus in the case of an SSO is to address the blockage and minimize any sewer flow that may be contacting the street level. We will also ensure that any flow on street is diverted from Storm Drain inlets.

Traffic Control

EPCE will comply with the Standards of the WATCH Manual and any additional City recommendations when working in the streets for the various contract services.

CCTV Inspection Procedures (Optional Services)

EPCE uses Pipeline Observation System Management (POSM) as the software collection system for CCTV Inspections. All of the CCTV Operators are NASSCO PACP certified. POSM and NASSCO PACP Standards creates the database that rates both the structural and maintenance severity of the pipeline segments utilizing a 1 to 5 defect rating system for each assessment. POSM allows for easy integration with many GIS Platforms.

High resolution pan and tilt cameras manufactured by RS Technical Services and CCTV Trucks by the same manufacturer are used. The POSM database, digital video and photographs, and reports are recorded on a removable hard and backed up daily on DVD Media. Two copies of DVD's and Reports will be provided to the City for their review. EPCE will notify the City immediately of "Red Flag" conditions.

In the event of a line blockage where the CCTV camera is unable to pass a reach of pipe between two manholes, EPCE will move the camera to the downstream manhole and continue inspecting the reach in an upstream direction. If again the camera fails to pass the entire reach, the inspection of this reach shall be considered complete and flagged. EPCE will notify the City and the Engineer's immediately of "Red Flag" conditions.





POSM office version is available and when connected with the hard drive data, the CCTV inspections can be reviewed. The following features are available.

- CCTV Inspection Reports
- Video and Images, of Each assessment
- The plot of the pipe with the defects shown in it actual location
- Isolate specific fields in the database like roots, broken pipes, grade 1-5 defects, and generate reports for them



Project Scheduling

Annual Cleaning schedule dictates about 4 months of cleaning with a single two man combination crew. Trouble Spots typically take 9-10 days to clean. Catch Basins normally take about 4 weeks to complete. EPCE will coordinate with the City of Stanton Public Works Director and Field Personnel to update proposed schedules.





References



City of La Palma

CONTACT: Carlo Nafarette / Public Works Director, City Engineer

PHONE: 714-690-3312

Citywide Sewer Cleaning, Quarterly Hot Spots, Callouts as Needed, Catch Basin Cleaning, CCTV Inspections, and calcium removal

Current

Service Provider 2004 **to Present**



City of Manhattan Beach

CONTACT: Justin Gervais

PHONE: 310-802-5320

A three-phase project for the Sewer Master Plan that included Cleaning and Video Inspection of Sanitary Sewers and Manhole Inspections. POSM Collection software was used to link to City GIS.

400,000 lineal feet, 1200 Manhole Inspections 2008 **to Present**





City of Norwalk

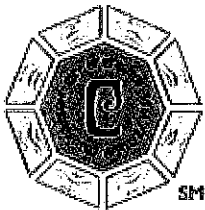
CONTACT: Noel Ford/ Utilities Superintendent

PHONE: 562-929-5599

EPCE is the service provider for sewer mainline cleaning, lift station cleaning, and frequent trouble spot cleaning for the City of Norwalk. A five-year sewer master plan is being developed and we are using POSM Collection Software for the CCTV Inspection. Plan is being updated over a 5-year program. POSM data will be linked to GIS

Cleaning 300,000 Feet of Sewer Line annually **1997 to Present**

CCTV Inspection of 150,000 lineal Feet per year starting in **2008 to Present**



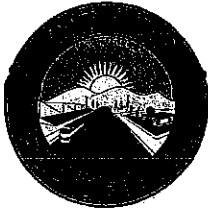
City of Cerritos

CONTACT: Mary Anne Wozniak

PHONE: 310-603-0220

Annual Cleaning and maintenance of 320,000 Feet of Sewer Line **2000 to Present**
Annual Sewer Cleaning, On Call, Trouble spots, and lift station services.



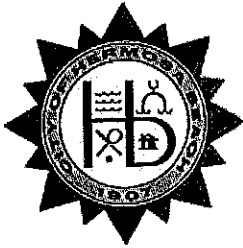


City of Placentia

CONTACT: Joel Cardenas

PHONE: 714-238-2425

Cleaning and Video Inspection of Sanitary Sewers
400,000 lineal feet and ongoing CCTV Inspection 2004 to **Present**



City of Hermosa Beach

CONTACT: Ells Freeman

1315 VALLEY DRIVE

HERMOSA BEACH, CA 90254

PHONE: 310-629-1954

Maintenance Provider and supplier of Cleaning and Video Inspection of Sewer Lines

Additional References Available Upon Request

Contact Information

Empire Pipe Cleaning & Equipment, Inc.

Craig Van Thyne , Vice-President

1788 N. Neville St

Orange, CA 92865

Contractor's License 363528 C36, C42

Tel 714-639-8352 Fax 714-283-8578

Craig@Empirepipecleaning.com

www.empirepipecleaning.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Patriot Risk & Insurance Services 100 Spectrum Center Drive, Suite #400 Irvine, CA 92618		CONTACT NAME:	
www.patrisk.com 0G55454		PHONE (A/C, No, Ext): (949) 486-7900	FAX (A/C, No): (949) 486-7950
INSURED Empire Pipe Cleaning & Equipment Inc 1788 N. Neville Street Orange CA 92865		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A: Peerless Insurance Company 24198	
		INSURER B: Peerless Indemnity Insurance 18333	
		INSURER C: Cypress Insurance Company 10855	
		INSURER D: Navigators Insurance Company 42307	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 24032996

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BKO1656441736	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
				BAA1656441736	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			SE14EXC812221V	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3300056774151	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof/Evidence of Insurance. 30 days notice of cancellation, 10 days for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Proof/Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Leonard E. Ziminsky

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ACORD 25 (2014/01)

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Policy Number: BKO1656441736

Coverage Is Provided In **GOLDEN EAGLE INSURANCE CORPORATION**

Named Insured:

Empire Pipe Cleaning & Equipment Inc
1788 N. Neville Street
Orange CA 92865

Agent:

**PATRIOT RISK AND INS SERVICES
INC**

Agent Code: 4297789

Agent Phone: (949)-486-7900

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT, AGREEMENT OR PERMIT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADD'L INSURED ON YOUR POLICY TO PROVIDE INSURANCE SUCH AS IS AFFORDED UNDER THIS COVERAGE PART

Location And Description Of Completed Operations:

ANY LOCATION AT WHICH YOU PERFORMED WORK DESCRIBED IN WRITING IN THE CONTRACT, AGREEMENT OR PERMIT FOR A PERSON OR ORGANIZATION THAT HAS BEEN QUALIFIED AS AN ADDITIONAL INSURED IN THIS ENDORSEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number: BKO1656441736

Coverage Is Provided In GOLDEN EAGLE INSURANCE CORPORATION

Named Insured:Empire Pipe Cleaning & Equipment Inc
1788 N. Neville Street
Orange CA 92865**Agent:**PATRIOT RISK AND INS SERVICES
INC

Agent Code: 4297789

Agent Phone: (949)-486-7900

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p align="center">ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT, AGREEMENT OR PERMIT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY TO PROVIDE INSURANCE SUCH AS IS AFFORDED UNDER THIS COVERAGE PART.</p>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to provision a. Primary Insurance of paragraph 4. Other Insurance under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

- (1) You and the additional insured have agreed in a written contract that this insurance is primary and non-contributory; and
- (2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

B. For the purposes of this endorsement the following is added to SECTION V – DEFINITIONS:

"Additional insured's own insurance" means other insurance for which the additional insured is designated as a Named Insured.

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22-111 (01/07)

Page 1 of 1



Attachment A

City of Stanton Daily Cleaning and Maintenance Report

CLEANING CODES

1	LIGHT
2	MEDIUM
3	HEAVY

City of Stanton

Truck # 115 DATE:

MAP NUMBER	STREET	FROM MH	TO MH	FOOTAGE	SIZE	Grease	Roots	Rootsaw	Shell	Debris
MAP P	Yana Drive	P801	P805	270	8"	1		1		1
						Other:				
MAP P	Katella Avenue	P801	P802	280	8"	1				1
						Other:	Spinner Nozzle			
MAP P	Katella Avenue	P800	P801	225	8"					1
						Other:				
MAP P	Katella Avenue	P801	P800	230	8"	1				1
						Other:	Spinner Nozzle			
MAP P	Dale	P002	P003	330	8"					1
						Other:				
MAP P	Dale	P001	P002	380	8"					1
						Other:				
MAP P	Dale	K001	K002	100	8"		2			1
						Other:	Rootsaw			
MAP P	Katella Avenue	K004	K005	325	8"					1
						Other:				
MAP P	Katella Avenue	J016	K004	320	8"					1
						Other:	Spinner Nozzle			
MAP P	Katella Avenue	J018	J019	290	8"				1	1
						Other:				
MAP P	Katella Avenue	J017	J018	80	8"					1
						Other:				
MAP P	Katella Avenue	J016	J017	150	8"	1	1			1
						Other:	Rootsaw			
MAP P	Katella Avenue	J012	J001	250	8"					1
						Other:				
MAP P	Katella Avenue	J011	J012	435	12"					2
						Other:				



Attachment A City of Stanton Daily Cleaning and Maintenance Report

CLEANING CODES

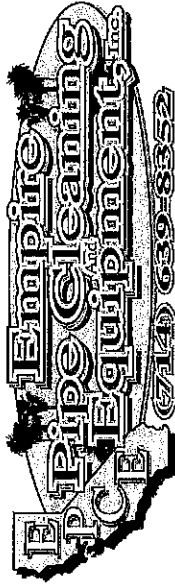
1 LIGHT
2 MEDIUM
3 HEAVY

Truck # 115

DATE:

City of Stanton

MAP NUMBER	STREET	FROM MH	TO MH	FOOTAGE	SIZE	Grease	Roots	Rootsaw	Shell	Debris
MAP NUMBER 8	Katella Avenue	J010	J011	160	12"	Other:				2
MAP NUMBER 8	Boatman Avenue	J010	J010A	490	8"	Other:				1
MAP NUMBER 8	Katella Avenue	J009	J016	200	12"	Other:				1
MAP NUMBER 8	Katella Avenue	J008	J009	330	12"	Other:				2
MAP NUMBER 8	Katella Avenue	J007	J008	205	12"	Other:				1
MAP NUMBER 8	Katella Avenue	J006	J007	175	12"	Other:				1
MAP NUMBER 8	Katella Avenue	J006	J005	45	12"	Other:				1
						Other:				
						Other:				
						Other:				
	TOTAL			5270		Other:				
						Other:				
						Other:				
						Other:				
						Other:				
						Other:				



Attachment B

Sample Troublespot Cleaning Report

EMPIRE PIPE CLEANING AND EQUIPMENT, INC

SANITARY SEWER CLEANING AND MAINTENANCE

CONTRACTOR DAILY REPORT

CITY OF STANTON

Trouble Spots Dated

Date	LOCATION	DS MH	US MH	SURVEY FOOTAGE	ACTUAL FOOTAGE	SIZE	SIPHON S/D	PASSES	CLEANING METHOD CONDITION					
	Beach Boulevard	W010	W011	175	10"			1 2 3 X	H Grease X	Other	Roots	Rootsaw	Shell	L Debris
	Beach Boulevard	W008	W010	162	10"		Syphon	1 2 3 X	H Grease X	Other	Roots	Rootsaw	Shell	L Debris
	Beach Boulevard	W009	W027	305	8"		Syphon	1 2 3 X	H Grease X	Other	Roots	Rootsaw	Shell	L Debris
	Beach Boulevard	W008	W009	220	8"			1 2 3 X	M Grease X	Other	Roots	Rootsaw	Shell	L Debris
	Chapman	S009	S010	160	12"			1 2 3 X X	M Grease X	Other	Roots	Rootsaw	Shell	L Debris
	Chapman	S008	S009	90	10"		DBL	1 2 3 X	M Grease X	Other	Roots	Rootsaw	Shell	L Debris
	St Gertrudes	R002	R017	292	8"			1 2 3 X	M Grease X	Other	L Roots	Rootsaw	Shell	L Debris
	Hopi Road	R062	R061	350	8"			1 2 3 X	M Grease X	Other	L Roots	Rootsaw	Shell	L Debris
	Hopi Road	R061	R083	340	8"			1 2 3 X	M Grease X	Other	L Roots	Rootsaw	Shell	L Debris

ATTACHMENT C CATCH BASIN REPORT

City of Stanton

Drainage Facility Cleaning Inspection Log

Date	MAP ID	CB ID	Street	Cross Street	Block Address # & #	Curb or Grate Inlet Type	Soils %	Vegetation %	Trash %	Other %	Comments
		CB #1	Cerritos	Dale	2685	G	25	25	50		
		CB #2	Cerritos	Dale	8593 / 8591	C	25	25	25		
		CB #3	Cerritos	Dale	8501	C	25	50	25		
		CB #4	Cerritos	Dale	8502	C	25	50	25		
		CB #5	Cerritos	Yana	8748	C	25	25	50		
		CB #6	Pacific	Sherill	8861 / 8871	C	25	50	25		
		CB #7	Yana	Cerritos	8592	C	25	50	25		
		CB #8	Yana	Cerritos	8591	C	25	50	25		
		CB #9	Monroe	Dale	8400	C	25	50	25		
		CB #10	Monroe	Dale	8400A	C	25	50	25		
		CB #11	Monroe	Court	8112	C	25	50	25		
		CB #12	Monroe	Court	8072	C	25	50	25		
		CB #13	Monroe	Court	8100	C	25	25	50		
		CB #14	Monroe	Court	8210	C	25	50	25		
		CB #15	Monroe	Dale	8340 / 8322		25	50	25		
		CB #16	Monroe	Dale	8341	C	25	25	50		
		CB #17	Monroe	Dale	8490	C	25	25	50		
		CB #18	Dale	Monroe	10800	C	25	50	25		
		CB #19	Dale	Standustrial	10850	C	25	50	25		
		CB #20	Dale	Cerritos	10490	C	25	25	50		
		CB #21	Monroe	Court	8101	C	25	50	25		
		CB #22	Monroe	Court	8111	C	25	50	25		
		CB #23	Pacific	Fern	8230	C	50	25	25		
		CB #24	Katella	Boatman	8351	C	25	50	25		
		CB #25	Pacific	Fern	8231	C	25	50	25		
		CB #26	Pacific	Sycamore	8181	C	25	50	25		
		CB #27	Pacific	Sycamore	8181	C	25	50	25		
		CB #28	Pacific	Court	8097	C	50	25	25		

City of Stanton

Drainage Facility Cleaning Inspection Log

Date	WAPID	CBID	Street	Cross Street	Blvm Address #1 & #2	Curbor Grate Inlet Type	Soil %	Vege %	Trash %	Other %	Comments
	2016	CB #29	Court	Pacific	10702	C	50	25	25		
	2016	CB #30	Chestnut	Pacific	10732	C	25	50	25		
	2016	CB #31	Chestnut	Pacific	10731	C	25	50	25		
	2016	CB #32	Pacific	Beach	8091	C	50	25	25		
	2016	CB #33	Pacific	Beach	8092	C	50	25	25		
	2016	CB #34	Chestnut	Katella	10951	C	25	50	25		
	2016	CB #35	Chestnut	Katella	10962	C	25	50	25		
	2016	CB #36	Katella	Boatman	8352	C	25	50	25		
	2016	CB #37	Boatman	Katella	10960	C	25	50	25		
	2016	CB #38	Monroe	Dale	8211	C	25	50	25		
	2016	CB #39	Cerritos	Beach	8051 / 8045	C	25	25	50		
	2014	CB #40	Cerritos	Western	Intersection	C	25	25	50		
	2014	CB #41	Western	Cerritos	Intersection	C	25	25	50		
	2014	CB #42	Cerritos	Western	7499	C	25	25	50		
	2014	CB #43	Cerritos	Western		C	25	25	50		
	2014	CB #44	Ramblewood	Western	10472 / 10471	C	25	25	50		
	2014	CB #45	Westchester		10472 / 10471	C	25	50	25		
	2014	CB #46	Cerritos	Courson	7361	C	25	50	25		
	2014	CB #47	Cerritos	Oakhaven	7271	C	25	50	25		
	2014	CB #48	Cerritos	Lexington	7161	C	25	50	25		
	2014	CB #49	Cerritos	Knott	7011	C	25	25	50		
	2014	CB #50	Knott	Cerritos	10448	C	25	25	50		
	2014	CB #51	Knott	Cerritos	10444	C	25	25	50		
	2014	CB #52	Knott	Cerritos	10447	C	25	25	50		
	2014	CB #53	Cerritos	Knott	7012	C	25	25	50		
	2014	CB #54	Cerritos	Lexington	7182 / 7172	C	25	25	50		
	2014	CB #55	Cerritos	Bell	7100	C	25	25	50		
	2014	CB #56	Cerritos	Lowden	10510	C	25	25	50		

ATTACHMENT C CATCH BASIN REPORT

City of Stanton

Drainage Facility Cleaning Inspection Log

Date	MAP ID	CB ID	Street	Cross-Street	Blv'n Address P. & P2	Curb or Grate Inlet Type	Soli %	Vege %	Trash %	Other %	Comments
	2014	CB #57	Katella	Western	7501	C	25	50	25		
	2014	CB #58	Syracuse	Western	7502	C	25	30	25		
	2014	CB #60	Syracuse	Western	7501	C	25	50	25		
	2014	CB #61	Syracuse	Knott	7021	C	25	50	25		
	2014	CB #62	Syracuse	Knott	7020	C	25	50	25		
	2014	CB #63	Knott	Syracuse	10831	C	25	50	25		
	2014	CB64	Knott	Knott/Katella	10792	C	25	25	25		
	2014	CB65	Western	Katella	7483	C	50	25	50		
	2416	CB66	Lampson	Lampson/Beach Blvd.	12500	Grate	25	50	25		
	2416	CB67	Lampson	Lampson/Beach Blvd.	8058	C	25	50	25		
	2416	CB68	Court Street	Garden Grove & Court	12930	C	25	25	50		
	2416	CB69	Court Street	Garden Grove & Court	12930	C	25	25	50		
	2416	CB70	Acacia Ave.	Beach & Acacia	8111 Block	c	25	50	25		
	2416	CB71	Garden Grove	Garden Grove & Beach	8141	C	20	20	60		
	2416	CB72	Stanford	Beach Blvd. & Stanford	8112	C	25	25	25		
	2416	CB73	Stanford	Beach Blvd. & Stanford	8112	C	25	25	25		
	2416	CB74	Stanford	Beach Blvd. & Stanford	12685	C	25	25	25		
	2416	CB75	Stanford	Beach Blvd. & Stanford	12689	C	20	60	20		
	2416	CB76	Lampson	Lampson/Beach Blvd.	8131/8141	C	25	50	25		
	2416	CB77	Lampson	Lampson/Beach Blvd.	8101/8131	C	50	25	25		
	2416	CB78	Lampson	Lampson/Beach Blvd.	12444	Grate	50	25	25		
	2014	CB79	Knott	Knott/Syracuse	10870	C	30	30	40		
	2416	CB80	Lampson	Lampson/Beach Blvd.	7951	C	25	50	25		
	2416	CB81	Beach Blvd	Beach/Village Ctr. Dr.	12697	C	20	50	30		
	2416	CB82	Beach Blvd	Beach & Acacia	12775	C	60	20	20		
	2415	CB89	Samura	Lampson	7782	C	25	50	25		
	2415	CB88	Camus	Lampson	12572	C	25	50	25		
	2415	CB85	Village Ctr. Dr.	Lampson	7774	C	25	50	25		

City of Stanton

Drainage Facility Cleaning Inspection Log

Date	MAP ID#	CBID#	Street	Cross Street	Bldg Address City & Zip	Curb or Grate Inlet Type	Soli %	Vege %	Trash %	Other %	Comments
	2415	CB86	Village Ctr. Dr.	Garden Grove	7731	C	25	50	25		
	2415	CB87	Village Ctr. Dr.	Garden Grove	7731	C	25	50	25		
	2415	CB91	Lampson	Santa Rosalia	7690	C	75	25	25		
	2415	CB90	Lampson	Santa Rosalia	7700	C	75	25	25		
	2415	CB92	Lampson	Santa Rosalia	7700	C	50	25	25		
	2315	CB93	Georgian	Santa Rosalia	12442	C	25	50	25		
	2315	CB94	Georgian	Santa Rosalia	12449	C	25	50	25		
	2315	CB95	Santa Rosalia	Georgian	12431/12441	C	25	50	25		
	2315	CB96	Santa Rosalia	Devonwood	12301/12291	C	25	50	25		
	2315	CB97	Devonwood	Santa Rosalia	12302	C	25	50	25		
	2315	CB98	Devonwood	Santa Rosalia	7691	C	25	50	25		
	2315	CB99	Bentley	Santa Rosalia	7692	C	25	50	25		
	2315	CB100	Bentley	Santa Rosalia	7691	C	25	50	25		Cement in catch basin.
	2315	CB101	Santa Rosalia	Bentley	12241	C	25	50	25		
	2315	CB102	Laurelton	Santa Rosalia	7691	C	25	50	25		
	2315	CB103	Laurelton	Santa Rosalia	7692	C	50	25	25		
	2315	CB104	Santa Rosalia	Laurelton	12121	C	25	50	25		
	2315	CB105	Vanguard	Santa Rosalia	7691	C	25	50	25		
	2315	CB106	Vanguard	Santa Rosalia	7692	C	25	50	25		
	2315	CB107	Santa Rosalia	Vanguard	12051	C	25	50	25		
	2315	CB109	Chapman	Santa Paula	7891	C	25	25	25		
	2013	CB108	Chapman	Santa Rosalia		C	25	25	50		
	2013	CB110	Irana	Via Jacara	6851	C	40	40	20		
	2013	CB111	Irana	Via Jacara	6870	C	30	30	40		
	2013	CB112	Via Kannela	Via Jacara	6851	C	25	50	25		
	2155	CB113	Western	Industrial	11262	C	25	25	25		
	2155	CB114	Western	Industrial	11262/11120	C	25	50	50		
	2115	CB115	Western	Industrial	11120	C	25	25	25		

ATTACHMENT C CATCH BASIN REPORT

City of Stanton

Drainage Facility Cleaning Inspection Log

Date	MAP ID#	CB ID#	Street	Cross Street	Block Address # & #	Curb or Grate Inlet Type	Soil %	Vege. %	Trash %	Other %	Comments
	2115	CB116	Western	Industrial	11070	C	25	50	25		
	2115	CB118	Katella	Date	7622	C	25	25	50		
	2115	CB119	Cedar	Katella	City Hall	C	50	25	25		
	2115	CB120	Cedar	Katella	Flag Pole	C	50	25	25		
	2115	CB121	Cedar	Katella	OC Sheriff	C	25	50	25		
	2115	CB122	Cedar	Katella	OC Sheriff	C	25	25	50		MH cover broken.
	2115	CB123	Cedar	Katella	Boy & Girl Club	C	25	25	50		
	2115	CB124	Katella	Cedar	7850	C	25	25	50		
	2115	CB125	Beach Blvd	Katella	11151	C	20	25	50		
	2115	CB126	Beach Blvd	Katella	11002	C	25	50	25		
	2115	CB127	Katella	Beach Blvd.	11002	C	50	0	50		
	2115	CB128	Katella	Beach Blvd.	10972	C	50	50	0		
	2115	CB129	Katella	Date	7701	C	25	25	50		
	2115	CB117	Date	Katella	10951	C	25	50	25		
	2015	CB130	Pacific	Flower	7921	C	50	25	25		
	2015	CB131	Rose	Main	10626	C	25	50	25		
	2016	CB132	Court Street	Electric	10840	C	25	50	25		
	2016	CB133	Beach Blvd	Katella	Gas Station	C	25	50	25		
	2316	CB134	Shadow	Briarwood	8071/8081	C	25	50	25		
	2316	CB135	Briarwood	Capistrano	12250	C	25	50	25		
	2316	CB136	Chapman	Dale	A X from Briarwood	C	25	50	25		
	2316	CB137	Chapman	Beach Blvd.	11961	Grate	50	25	25		
	2316	CB138	Chapman		12000	C	50	25	25		
	2316	CB139	Beach Blvd	Catherine	12282	C	25	50	25		
	2316	CB140	Beach Blvd	Catherine	12295	C	50	25	25		
	2316	CB141	Beach Blvd	Catherine	12331	C	50	25	25		
	2316	CB142	Beach Blvd	Chapman	11921	C	50	25	25		
	1916	CB143	Beach Blvd	Starr	10250	C	50	25	25		
	1916	CB144	Beach Blvd	Starr	10250/10200	C	50	25	25		

City of Stanton

Drainage Facility Cleaning Inspection Log

Date	INAPID	CBID	Street	Cross Street	Block Address 42' & 42'	Curb or Grate Inlet Type	Soil %	Vege %	Trash %	Other %	Comments
	1916	CB145	Cerritos	Beach Blvd.	8051	C	25	50	25		

**Sewer Cleaning Inventory
Bid Sheet - City of Stanton
Sanitary Sewer Cleaning Services**

Bidder's Name and Address:

Empire Pipe Cleaning & Equipment, Inc
1788 N. Neville St
Orange, Ca 92887
714-639-8352
Submitted By: Craig Van Thyne

Date: 8/25/2015

No	Description	Quantity	Unit / Qty	Unit Price	Item Cost
1	Annual Cleaning of Sewers	290,000	LF	\$0.36	\$104,400.00
2	Quarterly Cleaning of Hot Spots	75000	LF	\$0.59	\$44,250.00
3	Quarterly Cleaning of Siphons	60	EA	\$135.00	\$8,100.00
4	Catch Basin Cleaning	177	EA	\$135.00	\$23,895.00
5	Emergency Response 4- Hour Minimum	16	HR	\$275.00	\$4,400.00
6	Maintenance of Hydrodynamic Separator	1	EA	\$2,500.00	\$2,500.00

Total Base Bid in Numbers:

\$187,545.00

Total Base Bid in Words:

**One hundred eighty-seven thousand,
five hundreds forty-five dollars and no cents**

Additional Hourly Rates for on-call services

Hourly 4 hour minimum combination truck for cleaning and emergencies **\$235.00 / Hour**

Hourly 4 hour minimum CCTV Truck for cleaning and emergencies **\$185 / Hour**

GIS Services for ESRI and GIS Mapping **\$95 / Hour**

EXHIBIT "B"

SEE EXHIBIT "A"

EXHIBIT "C"
COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

Contractor shall provide a Performance Bond and Payment Bond pursuant to Sections 3.2.12.1 and 3.2.12.2 of this Agreement, executed by a surety meeting the qualifications described in Section 3.2.12.4.

EXHIBIT "D"
INSURANCE REQUIREMENTS

1.1 Insurance.

1.1.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

1.1.3 Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Contractor's Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

1.1.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 Waiver of Subrogation. All required policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its officials, officers, employees, agents and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.1.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15

days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.10 Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.

1.1.11 Requirements Not Limiting. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents and volunteers as Additional Insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.

CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION

BA # 2016-01

Date: September 1, 2015

Title: Public Works Director

Date: September 8, 2015

Title: Administrative Services Director

Administrative Services Department

**Increase
(Decrease)**

Amended
Amount

Transfer

[illegible]

		JUSTIFICATION:	
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To provide appropriations for the CCTV & Line Cleaning maintenance project.

Budget Adjustment Request Approved:

9-1-15
Date

	Budget Adjustment Processed:
--	------------------------------

Entered by

*** PRINT ON BLUE PAPER ONLY ***

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: September 8, 2015

SUBJECT: APPROVAL OF RESOLUTION 2015-32 AND LETTER OF INTEREST TO PARTICIPATE IN A MULTIPLE JURISDICTIONAL, COUNTYWIDE RECYCLING MARKET DEVELOPMENT ZONE

REPORT IN BRIEF:

The City of Huntington Beach is leading the effort to create a multiple jurisdictional, countywide Recycling Market Development Zone (RMDZ). There are currently 36 RMDZs in the state, none in Orange County. If the City of Stanton desired to become part of the RMDZ, the City would need to provide a letter of interest and a resolution to join the RMDZ.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.; and
2. Approve Resolution No. 2015-32 approving the City's participation in a countywide Recycling Market Development Zone; and
3. Approve a letter of interest to participate in a countywide Recycling Market Development Zone to be signed by the Mayor.

BACKGROUND:

The California Public Resources Code Section 42010 established the RMDZ program throughout the state. This economic development program, administered by CalRecycle, a division of the California Environmental Protection Agency, provides incentives to stimulate the development of post-consumer and secondary materials markets for recyclables; basically, businesses and manufacturers that use recycled materials or recyclable materials to create new products or partner with other local companies to use their discards to create new products.

Inclusion in an RMDZ is an economic development tool that utilizes the growing supply of recycled and recyclable materials to fuel new businesses, expand existing businesses, create jobs, increase local revenues, and divert waste from landfills. Eligible businesses within an RMDZ may apply for low interest loans of up to \$2 million, get technical assistance, and receive free business-to-business product marketing.

As the Lead Agency for this application, the City of Huntington Beach will conduct the environmental analysis and will submit the application to CalRecycle by October 2015. Currently, five Orange County cities including Garden Grove, Huntington Beach, Mission Viejo, Orange, and Placentia are joining in the RMDZ. In order for a city to be included in an RMDZ, the State program requires that cities adopt a resolution approving the designation and participation in the program, which is then included in the application to CalRecycle by the lead agency.

ANALYSIS/JUSTIFICATION:

Inclusion in the program could provide for significant benefits for businesses with the City of Stanton. There does not seem to be any potential negative impact from this program. On August 25, 2015, the City Council directed that after review of the program that staff return with a letter of interest and a resolution to join the RMDZ

FISCAL IMPACT:

As a participant in the program, there is no negative financial impact to the City. City staff will make information about the program available via the City's website and will refer businesses to the program. All incentives are provided by the State.

ENVIRONMENTAL IMPACT:

This project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.

LEGAL REVIEW:

None.

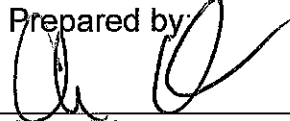
PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

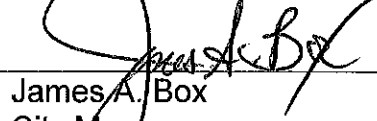
3 - Provide a strong local economy.

Prepared by:



Allan Rigg
Public Works Director

Approved by:



James A. Box
City Manager

Attachments:

- (1) Resolution 2015-32 approving the City's participation in a countywide Recycling Market Development Zone
- (2) Letter of interest to participate in a countywide Recycling Market Development Zone

RESOLUTION NO. 2015-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON TO DESIGNATE THE CITY OF STANTON AS PART OF THE RECYCLING MARKET DEVELOPMENT ZONE

WHEREAS, California Public Resources Code Section 42010 provides for the establishment of a Recycling Market Development Zone (RMDZ) program throughout the State, which provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables; and

WHEREAS, all California jurisdictions must meet a 50 percent reduction in landfill waste disposal, as mandated by the California Integrated Waste Management Act; and

WHEREAS, the development of local markets for recycled materials would reduce the need to transport such materials out of the region in the future; and

WHEREAS, the current and proposed waste management practices and conditions are favorable to the development of post-consumer and secondary waste materials markets; and

WHEREAS, the designation of the zone in the Cities of Garden Grove, Huntington Beach, Orange, Santa Ana, Stanton, and Unincorporated Orange County dedicated to establishing, sustaining and expanding recycling-based manufacturing businesses, is essential for market development and to assist these jurisdictions in meeting the established landfill waste reduction goals; and

WHEREAS, the designation as an RMDZ is necessary to facilitate local and regional planning, coordination, support existing and new recycling-based manufacturing businesses, as well as attract private sector recycling investments; and

WHEREAS, the RMDZ designation would make existing and new recycling-based manufacturing businesses located within the proposed zone eligible for the technical and financial incentives associated with the RMDZ program; and

WHEREAS, local governing bodies may receive RMDZ program related payments as authorized by Public Resources Code; and

WHEREAS, the California Legislature has defined environmental justice as "the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations and policies" [Government Code section 65040.12(e)], and has directed the California Environmental Protection Agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that

ensures the fair treatment of people of all races, cultures, and income levels, including minority populations, and low income populations of the State (Public Resources Code section 71110(a)); and

WHEREAS, CalRecycle, in its Strategic Plan, has adopted a goal to continuously integrate environmental justice concerns into all of the its programs and activities; and

WHEREAS, the cities of Garden Grove, Huntington Beach, Orange, Santa Ana, Stanton, and Unincorporated Orange County have agreed to submit a joint application to CalRecycle requesting designation as an RMDZ ("OC RMDZ Designation")

WHEREAS, the City of Huntington Beach has agreed to act as Lead Agency for the OC RMDZ for the environmental review and analysis of the proposed designation pursuant to the California Environmental Quality Act (Pub. Res. Code § 21000 et seq. [CEQA]); and

WHEREAS, the lead agency determined that the OC RMDZ Designation is exempt from CEQA pursuant to State CEQA Guidelines Section 15378(b)(5) as it is comprised of organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and

WHEREAS, pursuant to the City's role as a responsible agency, the City Council has carefully reviewed the Notice of Exemption and all other information contained in the record for the proposed designation of the OC RMDZ; and

WHEREAS, all other legal requisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Stanton as follows:

1. The above recitals are true and correct and hereby incorporated herein by reference.
2. As the decision-making body for the City of Stanton, and in the City's role as a responsible agency under CEQA, the City Council has reviewed and considered the information contained in the Notice of Exemption filed by the lead agency and all other related documents prior to approving the OC RMDZ Designation. The City Council finds that its approval of the OC RMDZ Designation is exempt from CEQA pursuant to State CEQA Guidelines section 15378(b)(5) as it is comprised of organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment

3. Based on the whole record before it, the City Council finds that there is no substantial evidence that the OC RMDZ Designation will have a significant effect on the environment.
4. The City of Stanton, as a Responsible Agency, approves the designation of the Orange County Recycling Market Development Zone as an RMDZ and directs the City of Huntington Beach to submit an application to CalRecycle requesting designation of the Orange County Recycling Market Development Zone as an RMDZ, which includes the Cities of Garden Grove, Huntington Beach, Orange, Santa Ana, Stanton, and Unincorporated Orange County.
5. The City of Stanton's Administrative Services Director is hereby authorized to execute in the name of the City of Stanton all documents necessary to secure payment and implementation of all activities associated with the OC RMDZ, including, without limitation, the receipt of any RMDZ-related payments authorized by the Public Resources Code.
6. The City of Huntington Beach as the Lead Agency will administer the OC RMDZ program in a manner that seeks to ensure the fair treatment of people of all races, cultures and incomes, including but not limited to soliciting public participation in all communities within the OC RMDZ, including minority and low income populations.
7. The City's Community Development Director or his/her designee shall prepare, execute, and file a Notice of Exemption with the Orange County Clerk within five (5) working days of the approval and adoption of this Resolution.
8. The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The Community Development Director is the custodian of the record of proceedings.

ADOPTED, SIGNED AND APPROVED this 8th day of September 2015.

A. A. ETHANS, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2015-32 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on September 8, 2015, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK



September 8, 2015

Mayor Jill Hardy
City of Huntington Beach
200 Main Street
Huntington Beach, CA 92648

Alexander A. Ethans
Mayor

Brian Donahue
Mayor Pro Tem

Rigoberto A. Ramirez
Council Member

David J. Shawver
Council Member

Carol Warren
Council Member

James A. Box
City Manager

RE: Support for the Recycling Market Development Zone

Dear Mayor Hardy:

On behalf of the City of Stanton, I am writing to express my support to the City of Huntington Beach in leading the effort to form a Recycling Market Development Zone in Orange County (RMDZ).

The RMDZ is a statewide program that assists businesses who either manufacture products using recyclable material or processes materials for recycling. Qualifying businesses may receive technical assistance, marketing assistance, and financial incentives which in turn benefit the community at-large. The RMDZ program combines economic development with recycling to provide attractive incentives for new businesses, expansion of existing facilities, job creation, and reduction of waste. RMDZ incentives will ultimately enhance our City's economic development efforts by creating jobs and increasing revenue streams.

The City of Stanton supports the efforts of your staff as they seek to create a RMDZ in Orange County. The RMDZ program would be an excellent complement to our City's existing business and economic development programs.

Sincerely,

Alexander A. Ethans
Mayor

CC: Antonia Graham, Energy and Sustainability Project Manager

7800 Katella Avenue
Stanton, CA 90680
Phone (714) 379-9222
Fax (714) 890-1443
www.ci.stanton.ca.us

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: September 8, 2015

SUBJECT: **AGREEMENT FOR PROVISION OF POINT OF DISPENSING SITE EQUIPMENT SERVICES**

REPORT IN BRIEF:

The County of Orange has released agreements to provide Point of Dispensing (POD) site equipment services to eligible cities that are part of the Orange County Operational Area (OA). The POD agreements are intended to strengthen the County's capability to distribute supplies to help citizens cope with emergency situations. The agreement period is July 1, 2015 to June 30, 2020.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Authorize the City Manager to sign a five-year agreement with the County of Orange for Point of Dispensing Site Equipment Services.

BACKGROUND:

During a public health emergency, such as a large scale disease outbreak or bioterrorism event, the City may be tasked to provide antibiotics or vaccines to community members potentially exposed to disease. Point of Dispensing (POD) sites may be set-up to accomplish this task. The sole purpose of a POD is to quickly distribute preventative medication to large numbers of people during a public health emergency in an effort to prevent illness.

The loaned equipment received from the County of Orange will assist with the implementation of the City's POD plan. This plan identifies over 40 items made available to the City and the POD site. The agreement also specifies the protocols to be followed when the POD site is active and helps City emergency preparation efforts as a result.

FISCAL IMPACT:

None

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3).


PUBLIC NOTIFICATION:

Notifications were performed through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

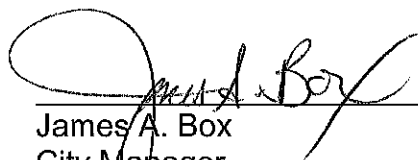
1 – Provide a Safe Community.

Prepared by:



Julie Roman
Community Services Director

Approved by:



James A. Box
City Manager

Attachment A. Agreement for Provisions of Point of Dispensing Site Equipment
Services between the County of Orange and the City of Stanton.

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2015 through June 30, 2016

Maximum Obligation: \$0

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

County of Orange
Health Care Agency
Program Manager
Health Disaster Management Division
405 West 5th Street, Suite 310
Santa Ana, CA 92701

CONTRACTOR: City of Stanton
James Box
7800 Katella Avenue
Stanton, CA 90680
jbox@ci.stanton.ca.us
714-890-4277

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I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

A.	ARRA	American Recovery and Reinvestment Act
B.	ASRS	Alcohol and Drug Programs Reporting System
C.	CCC	California Civil Code
D.	CCR	California Code of Regulations
E.	CEO	County Executive Office
F.	CFR	Code of Federal Regulations
G.	CHPP	COUNTY HIPAA Policies and Procedures
H.	CHS	Correctional Health Services
I.	COI	Certificate of Insurance
J.	D/MC	Drug/Medi-Cal
K.	DHCS	Department of Health Care Services
L.	DPFS	Drug Program Fiscal Systems
M.	DRS	Designated Record Set
N.	ePHI	Electronic Protected Health Information
O.	GAAP	Generally Accepted Accounting Principles
P.	HCA	Health Care Agency
Q.	HHS	Health and Human Services
R.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
S.	HSC	California Health and Safety Code
T.	ISO	Insurance Services Office
U.	MHP	Mental Health Plan
V.	OCJS	Orange County Jail System
W.	OCPD	Orange County Probation Department
X.	OCR	Office for Civil Rights
Y.	OCSD	Orange County Sheriff's Department
Z.	OIG	Office of Inspector General
AA.	OMB	Office of Management and Budget
AB.	OPM	Federal Office of Personnel Management
AC.	PA DSS	Payment Application Data Security Standard
AD.	PC	State of California Penal Code
AE.	PCI DSS	Payment Card Industry Data Security Standard
AF.	PHI	Protected Health Information
AG.	PII	Personally Identifiable Information

1	AH. PRA	Public Record Act
2	AI. SIR	Self-Insured Retention
3	AJ. The HITECH Act	The Health Information Technology for Economic and Clinical Health
4		Act, Public Law 111-005
5	AK. USC	United States Code
6	AL. WIC	State of California Welfare and Institutions Code

8 **II. ALTERATION OF TERMS**

9 A. This Agreement, together with Exhibit A attached hereto and incorporated herein, fully
10 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
11 matter of this Agreement.

12 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of
13 this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees
14 or agents shall be valid unless made in the form of a written amendment to this Agreement, which has
15 been formally approved and executed by both parties.

17 **III. COMPLIANCE**

18 A. ADMINISTRATOR has established a Compliance Program for the purpose of ensuring
19 adherence to all rules and regulations related to federal and state health care programs.

20 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA
21 policies and procedures relating to HCA's Compliance Program, HCA's Code of Conduct and General
22 Compliance Trainings.

23 2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of
24 Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct
25 have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as
26 described in subparagraphs below.

27 3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct;
28 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award
29 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's
30 Compliance Program and Code of Conduct.

31 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
32 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures
33 to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.
34 ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR Compliance Program
35 and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to
36 meet said standards or shall be asked to acknowledge and agree to the HCA's Compliance Program and

37 //

1 Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain
2 all required elements.

3 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
4 CONTRACTOR Compliance Program and Code of Conduct contains all required elements,
5 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
6 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

7 6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and
8 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure
9 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute
10 grounds for termination of this Agreement as to the non-complying party.

11 B. SANCTION SCREENING -- CONTRACTOR shall adhere to all screening policies and
12 procedures and screen all Covered Individuals employed or retained to provide services related to this
13 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.
14 Screening shall be conducted against the General Services Administration's Excluded Parties List
15 System or System for Award Management, the Health and Human Services/Office of Inspector General
16 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider
17 List and/or any other as identified by the ADMINISTRATOR.

18 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who
19 provide health care items or services or who perform billing or coding functions on behalf of
20 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
21 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
22 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
23 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
24 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
25 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
26 procedures.

27 2. An Ineligible Person shall be any individual or entity who:

28 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
29 federal and state health care programs; or

30 b. has been convicted of a criminal offense related to the provision of health care items or
31 services and has not been reinstated in the federal and state health care programs after a period of
32 exclusion, suspension, debarment, or ineligibility.

33 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
34 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
35 Agreement.

36 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
37 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that

1 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
2 State of California health programs and have not been excluded or debarred from participation in any
3 federal or state health care programs, and to further represent to CONTRACTOR that they do not have
4 any Ineligible Person in their employ or under contract.

5 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
6 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
7 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
8 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
9 Ineligible Person.

10 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
11 federal and state funded health care services by contract with COUNTY in the event that they are
12 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
13 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
14 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
15 business operations related to this Agreement.

16 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
17 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
18 screened. Such individual or entity shall be immediately removed from participating in any activity
19 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or
20 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
21 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
22 overpayment is verified by the ADMINISTRATOR.

23 C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training
24 and Provider Compliance Training, where appropriate, available to Covered Individuals.

25 1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals;
26 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
27 representative to complete all Compliance Trainings when offered.

28 2. Such training will be made available to Covered Individuals within thirty (30) calendar
29 days of employment or engagement.

30 3. Such training will be made available to each Covered Individual annually.

31 4. Each Covered Individual attending training shall certify, in writing, attendance at
32 compliance training. CONTRACTOR shall retain the certifications. Upon written request by
33 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

34 D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

35 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
36 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
37 and are consistent with federal, state and county laws and regulations.

2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

IV. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

C. If CONTRACTOR is a public institution, COUNTY understands and agrees the CONTRACTOR is subject to the provisions of the California Public Records Act. In the event CONTRACTOR receives a request to produce this Agreement , or identify any term, condition, or aspect of this Agreement, CONTRACTOR shall notify COUNTY no less than three (3) business days prior to releasing such information.

V. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

11

1 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
2 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)
3 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
4 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
5 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
6 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

7 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
8 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
9 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
10 change in fifty percent (50%) or more of Board of Directors of CONTRACTOR at one time shall be
11 deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in
12 derogation of this subparagraph shall be void.

13 3. If CONTRACTOR is a governmental organization, any change to another structure,
14 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
15 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
16 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of
17 this subparagraph shall be void.

18 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
19 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations
20 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
21 the effective date of the assignment.

22 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
23 CONTRACTOR shall provide written notification within thirty (30) calendar days to
24 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors of
25 CONTRACTOR at one time.

26 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
27 means of subcontracts, provided such subcontracts are approved in advance, in writing by
28 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
29 under subcontract, and include any provisions that ADMINISTRATOR may require.

30 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
31 subcontract upon five (5) calendar days written notice to CONTRACTOR if the subcontract
32 subsequently fails to meet the requirements of this Agreement or any provisions that
33 ADMINISTRATOR has required.

34 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
35 pursuant to this Agreement.

36 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,
37 amounts claimed for subcontracts not approved in accordance with this paragraph.

1 4. This provision shall not be applicable to service agreements usually and customarily
2 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional
3 services provided by consultants.

4 5 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

6 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
7 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,
8 and consultants performing work under this Agreement meet the citizenship or alien status requirement
9 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
10 subcontractors, and consultants performing work hereunder, all verification and other documentation of
11 employment eligibility status required by federal or state statutes and regulations including, but not
12 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
13 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
14 covered employees, subcontractors, and consultants for the period prescribed by the law.

15 16 **VII. FACILITIES, PAYMENTS AND SERVICES**

17 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
18 Exhibit A to this Agreement. COUNTY shall compensate, and authorize, when applicable, said
19 services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at
20 least the minimum number and type of staff which meet applicable federal and state requirements, and
21 which are necessary for the provision of the services hereunder.

22 23 **VIII. INDEMNIFICATION AND INSURANCE**

24 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
25 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
26 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
27 (COUNTY INDEMNITEES) harmless from any claims, demands or liability of any kind or nature,
28 including but not limited to personal injury or property damage, arising from or related to the services,
29 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
30 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
31 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
32 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
33 a jury apportionment.

34 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,
35 and/or agents harmless from any claims, demands, or liability of any kind or nature, including but not
36 limited to personal injury or property damage, arising from or related to the services, products or other
37 performance provided by COUNTY pursuant to this Agreement. If judgment is entered against

1 COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active
2 negligence of CONTRACTOR, COUNTY and CONTRACTOR agree that liability will be apportioned
3 as determined by the court. Neither party shall request a jury apportionment.

4 C. Each party agrees to provide the indemnifying party with written notification of any claim
5 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days
6 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
7 each party shall cooperate with the indemnifying party in its defense.

8 D. Prior to the provision of services under this contract, CONTRACTOR agrees to purchase all
9 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
10 to satisfy the County that the insurance provisions of this contract have been complied with.
11 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
12 on deposit with the COUNTY during the entire term of this contract. In addition, all subcontractors
13 performing work on behalf of CONTRACTOR pursuant to this contract shall obtain insurance subject to
14 the same terms and conditions as set forth herein for CONTRACTOR.

15 E. Contractor shall ensure that all subcontractors performing work on behalf of CONTRACTOR
16 pursuant to this agreement shall be covered under Contractor's insurance as an Additional Insured or
17 maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
18 CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of
19 coverage required by COUNTY from CONTRACTOR under this agreement. It is the obligation of
20 CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive
21 proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be
22 maintained by Contractor through the entirety of this agreement for inspection by COUNTY
23 representative(s) at any reasonable time.

24 F. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of
25 Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0)
26 by the appropriate line of coverage.

27 G. If the Contractor fails to maintain insurance acceptable to COUNTY for the full term of this
28 contract, COUNTY may terminate this contract.

29 H. QUALIFIED INSURER

30 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
31 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current
32 edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred,
33 but not mandatory, that the insurer be licensed to do business in the state of California (California
34 Admitted Carrier).

35 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of
36 Risk Management retains the right to approve or reject a carrier after a review of the company's
37 performance and financial ratings.

3. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

I. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

J. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds.

2. A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

L. All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

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1 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
2 cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation
3 notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach
4 of the contract, upon which the County may suspend or terminate this contract.

5 N. The Commercial General Liability policy shall contain a severability of interests clause also
6 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

7 O. Insurance certificates should be forwarded to the agency/department address listed on the
8 solicitation.

9 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
10 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
11 made to the next qualified vendor.

12 Q. County expressly retains the right to require CONTRACTOR to increase or decrease insurance
13 of any of the above insurance types throughout the term of this contract. Any increase or decrease in
14 insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect
15 COUNTY.

16 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
17 CONTRACTOR does not deposit copies of acceptable Certificates of Insurance and endorsements with
18 COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this contract may
19 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
20 remedies.

21 S. The procuring of such required policy or policies of insurance shall not be construed to limit
22 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of
23 this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

24 T. SUBMISSION OF INSURANCE DOCUMENTS

25 1. The COI and endorsements shall be provided to COUNTY as follows:

26 a. Prior to the start date of this Agreement.

27 b. No later than the expiration date for each policy.

28 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
29 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

30 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced
31 in the Referenced Contract Provisions of this Agreement.

32 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
33 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall
34 have sole discretion to impose one or both of the following:

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1 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
2 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
3 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
4 submitted to ADMINISTRATOR.

5 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
6 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
7 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
8 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

9 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
10 CONTRACTOR's monthly invoice.

11 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
12 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid
13 COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

14 **IX. INSPECTIONS AND AUDITS**

15
16 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
17 of the State of California, the Secretary of the United States Department of Health and Human Services,
18 the Comptroller General of the United States, or any other of their authorized representatives, shall have
19 access to any books, documents, and records, including but not limited to, financial statements, general
20 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
21 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
22 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
23 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
24 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
25 premises in which they are provided.

26 B. CONTRACTOR shall actively participate and cooperate with any person specified in
27 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
28 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
29 evaluation or monitoring.

30 C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of
31 services.

32 **D. AUDIT RESPONSE**

33 1. Following an audit report, in the event of non-compliance with applicable laws and
34 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
35 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
36 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
37 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

X. LICENSES AND LAWS

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:

a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;

b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;

d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;

1 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
2 grounds for termination of this Agreement.

3 3. It is expressly understood that this data will be transmitted to governmental agencies
4 charged with the establishment and enforcement of child support orders, or as permitted by federal
5 and/or state statute.

6 7 **XI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

8 A. Any written information or literature, including educational or promotional materials,
9 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
10 to this Agreement must be approved at least thirty (30) days in advance and in writing by
11 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
12 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
13 and electronic media such as the Internet.

14 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
15 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
16 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

17 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
18 available social media sites) in support of the services described within this Agreement,
19 CONTRACTOR shall develop social media policies and procedures and have them available to
20 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
21 forms of social media used to either directly or indirectly support the services described within this
22 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
23 they pertain to any social media developed in support of the services described within this Agreement.
24 CONTRACTOR shall also include any required funding statement information on social media when
25 required by ADMINISTRATOR.

26 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement
27 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

28 29 **XII. MAXIMUM OBLIGATION**

30 The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
31 agreements for Point of Dispensing Site Services is as specified in the Referenced Contract Provisions
32 of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to
33 which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that
34 reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.

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XIII. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners, or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirements shall be deemed fulfilled by use of the term EOE.

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975

1 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
2 Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
3 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
4 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
5 limited to the following based on one or more of the factors identified above:

- 6 1. Denying a client or potential client any service, benefit, or accommodation.
- 7 2. Providing any service or benefit to a client which is different or is provided in a different
8 manner or at a different time from that provided to other clients.
- 9 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
10 others receiving any service or benefit.
- 11 4. Treating a client differently from others in satisfying any admission requirement or
12 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
13 any service or benefit.
- 14 5. Assignment of times or places for the provision of services.

15 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
16 through a written statement that CONTRACTOR and/or subcontractor's clients may file all complaints
17 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
18 ADMINISTRATOR or the U.S. Department of Health and Human Services' OCR.

19 1. Whenever possible, problems shall be resolved informally and at the point of service.
20 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to
21 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
22 CONTRACTOR either orally or in writing.

23 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
24 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

25 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
26 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
27 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC 12101
28 et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons with
29 disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et
30 seq., as they exist now or may be hereafter amended together with succeeding legislation.

31 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
32 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
33 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
34 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to
35 enforce rights secured by federal or state law.

36 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
37 state law, this Agreement may be canceled, terminated or suspended in whole or in part and

1 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
2 state or county funds.

3 4 **XIV. NOTICES**

5 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
6 authorized or required by this Agreement shall be effective:

7 1. When written and deposited in the United States mail, first class postage prepaid and
8 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
9 by ADMINISTRATOR;

10 2. When faxed, transmission confirmed;

11 3. When sent by Email; or

12 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
13 Service, or other expedited delivery service.

14 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
15 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
16 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
17 Parcel Service, or other expedited delivery service.

18 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
19 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
20 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
21 damage to any COUNTY property in possession of CONTRACTOR.

22 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
23 ADMINISTRATOR.

24 25 **XV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

26 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
27 whole or part by the COUNTY, except for those events or meetings that are intended solely to serve
28 clients or occur in the normal course of business.

29 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
30 of any applicable public event or meeting. The notification must include the date, time, duration,
31 location and purpose of public event or meeting. Any promotional materials or event related flyers must
32 be approved by ADMINISTRATOR prior to distribution.

33 34 **XVI. RECORDS MANAGEMENT AND MAINTENANCE**

35 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
36 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
37 accordance with this Agreement and all applicable requirements.

1 B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
2 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

3 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
4 preparation, and confidentiality of records related to participant, client and/or patient records are met at
5 all times.

6 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
7 commencement of the contract, unless a longer period is required due to legal proceedings such as
8 litigations and/or settlement of claims.

9 E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
10 billings, and revenues available at one (1) location within the limits of the County of Orange.

11 F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
12 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
13 CONTRACTOR.

14 G. CONTRACTOR may be required to retain all records involving litigation proceedings and
15 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

16 H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
17 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR
18 all information that is requested by the PRA request.

19 20 **XVII. RESEARCH AND PUBLICATION**

21 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a
22 result of this Agreement for the purpose of personal publication.

23 24 **XVIII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

25 A. In accordance with the United States Immigration Reform and Control Act of 1986,
26 CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this
27 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the
28 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any
29 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the
30 identity of their employees and their eligibility for employment in the United States.

31 B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and
32 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
33 federal or California Minimum Wage to all its employees that directly or indirectly provide services
34 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that
35 all its contractors or other persons providing services pursuant to this Agreement on behalf of
36 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
37 Wage.

1 C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and
2 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
3 pursuant to providing services pursuant to this Agreement.

4 D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
5 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
6 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
7 State of California (§§1770, et seq.), as it exists or may hereafter be amended.

8 9 **XIX. SEVERABILITY**

10 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
11 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
12 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
13 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
14 in full force and effect, and to that extent the provisions of this Agreement are severable.

15 16 **XX. STATUS OF CONTRACTOR**

17 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
18 wholly responsible for the manner in which it performs the services required of it by the terms of this
19 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
20 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
21 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
22 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
23 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
24 subcontractors as they relate to the services to be provided during the course and scope of their
25 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
26 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
27 to be COUNTY's employees.

28 29 **XXI. TERM**

30 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the
31 term of this Agreement applies. This specific Agreement shall commence as specified in the Reference
32 Contract Provisions of this Agreement or the execution date, whichever is later. This specific
33 Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless
34 otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall
35 be obligated to perform such duties as would normally extend beyond this term, including but not
36 limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

37 //

1 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a
2 weekend or holiday may be performed on the next regular business day.

3 4 **XXII. TERMINATION**

5 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar day's
6 written notice given the other party.

7 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
8 five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this
9 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty
10 (30) calendar days for corrective action.

11 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
12 of any of the following events:

- 13 1. The loss by CONTRACTOR of legal capacity.
- 14 2. Cessation of services.
- 15 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
16 another entity without the prior written consent of COUNTY.
- 17 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
18 required pursuant to this Agreement.
- 19 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
20 this Agreement.
- 21 6. The continued incapacity of any physician or licensed person to perform duties required
22 pursuant to this Agreement.
- 23 7. Unethical conduct or malpractice by any physician or licensed person providing services
24 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
25 removes such physician or licensed person from serving persons treated or assisted pursuant to this
26 Agreement.

27 **D. CONTINGENT FUNDING**

- 28 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 29 a. The continued availability of federal, state and county funds for reimbursement of
30 COUNTY's expenditures, and
 - 31 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
32 approved by the Board of Supervisors.
- 33 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
34 terminate or renegotiate this Agreement upon thirty (30) calendar day's written notice given
35 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
36 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

37 //

1 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
2 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
3 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
4 term of the Agreement.

5 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
6 above, CONTRACTOR shall do the following:

7 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
8 is consistent with recognized standards of quality care and prudent business practice.

9 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
10 performance during the remaining contract term.

11 3. Until the date of termination, continue to provide the same level of service required by this
12 Agreement.

13 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
14 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
15 orderly transfer.

16 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
17 client's best interests.

18 6. If records are to be transferred to COUNTY, pack and label such records in accordance
19 with directions provided by ADMINISTRATOR.

20 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
21 supplies purchased with funds provided by COUNTY.

22 8. To the extent services are terminated, cancel outstanding commitments covering the
23 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
24 commitments which relate to personal services. With respect to these canceled commitments,
25 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
26 arising out of such cancellation of commitment which shall be subject to written approval of
27 ADMINISTRATOR.

28 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
29 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

30 31 **XXIII. THIRD PARTY BENEFICIARY**

32 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
33 including, but not limited to, any subcontractors or any clients provided services pursuant to this
34 Agreement.

35 //

36 //

37 //

XXIV. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,
2 State of California.

3
4 CITY OF STANTON

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6
7 BY: _____ DATED: _____

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9 TITLE: _____

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12 BY: _____ DATED: _____

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14 TITLE: _____

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18 COUNTY OF ORANGE

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21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA

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31 BY: _____ DATED: _____

32 DEPUTY

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36 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
37 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

1 EXHIBIT A
2 TO AGREEMENT FOR PROVISION OF
3 POINT OF DISPENSING SITE EQUIPMENT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CITY OF STANTON
8 July 1, 2015 THROUGH June 30, 2020
9

10 **I. DEFINITIONS**

11 A. "Equipment" means moveable property of a relatively permanent nature with significant value.
12 Equipment which costs \$5,000 or over, including sales taxes, freight charges and other taxes are
13 considered Fixed Assets. Equipment which cost less than \$5,000, including sales taxes, freight charges
14 and other taxes are considered Minor Equipment or Controlled Assets.

15 B. "Exercise" means an event designed to test and evaluate the POD site plan using the guidelines
16 set forth by Homeland Security Exercise and Evaluation Program (HSEEP) requirements.

17 C. "Health Emergency" means a situation where a potential threat to the health of the community
18 from a disease agent (i.e. Anthrax, Smallpox, Influenza, etc.) requires medication, medical supplies,
19 and/or equipment to be dispensed in mass quantity. Designation of a situation as a Health Emergency
20 requires an emergency declaration by the County Executive Officer and the Public Health Officer.

21 D. "Point of Dispensing (POD) Site" means any pre-identified location within a city and/or agency
22 designed to provide public citizens with medications, supplies, equipment, and/or other resources in the
23 event of a Health Emergency.
24

25 **II. SERVICES**

26 A COUNTY is loaning CONTRACTOR Equipment. Title to these items shall remain vested in
27 COUNTY and the Equipment shall be deemed to be "Loaned Equipment" while in the possession of
28 CONTRACTOR.

29 B. CONTRACTOR agrees to the transportation, presence, and storage of Loaned Equipment at
30 designated POD site(s) or location of CONTRACTOR's choosing with ADMINISTRATOR'S written
31 approval, in support of this Agreement. POD site locations may be changed with written mutual consent
32 of CONTRACTOR and ADMINISTRATOR. The Loaned Equipment, listed in Table A below, is
33 appropriate for preparation of a public health emergency and/or exercise. In a public health emergency
34 or exercise, the Loaned Equipment shall serve to:

- 35 1. Identify staff within the POD site;
36 2. Provide instructions to direct and orientate individuals through the POD site; and
37 //

3. Allow individuals to receive the necessary material during an exercise or Health Emergency.

C. With respect to the Loaned Equipment, CONTRACTOR and/or authorized representatives shall:

1. Establish a defined and designated secure location(s) and storage area for the Loaned Equipment;

2. Continuously and properly maintain and store Loaned Equipment;

3. Develop internal policy and procedures for:

a. The preparation for mobilization of Loaned Equipment;

b. Transportation of Loaned Equipment;

c. The training of assigned staff on these policies and procedures; and

D. CONTRACTOR may use Loaned Equipment in the course of its everyday provision of services or for training purpose; provided, however, said Loaned Equipment are readily available and in good working order in the event of a public health emergency and/or exercise.

E. During a public health emergency and/or exercise, CONTRACTOR is responsible for:

1. Transporting Loaned Equipment to POD site and returning Loaned Equipment to the designated secure locations expressed in II.C. above;

2. Setting-up and breaking down the POD site;

3. Providing all non-medical POD staff;

4. Providing all non-medical Equipment, including but not limited to, tents, tables and chairs;

5. Notifying the local community of the event;

6. Providing traffic and/or crowd control;

7. Disseminating forms to the public; and

8. Providing general assistance to the public and COUNTY staff.

F. COUNTY shall loan to CONTRACTOR the following Equipment for each of CONTRACTOR's POD Sites:

Item	Quantity
POD Storage Case & Step Stool	1
Signage	
Fill Out Form (36 x 48)	1
Show Form (36 x 48)	1
Pick Up Medicine (36 x 48)	1
Get Vaccine (36 x 48)	1
Turn In Form & Exit (36 x 48)	1
Medical Services Facility (22 x 28)	1
Bioterrorism Agent Information (22 x 28)	6

1	Signage	Quantity
2	Bioterrorism Symptoms (22 x 28)	6
3	Four Simple Steps (22 x 28)	2
4	Prohibited (22 x 28)	1
5	Exit (11 x 17)	2
6	No Exit (11 x 17)	2
7	Incident Command Post (11 x 17)	1
8	Staff Person Wearing Vest can Assist (11 x 17)	1
9	Break/Staging (11 x 17)	1
10	First Aid (11 x 17)	1
11	Ambulance (11 x 17)	1
12	Staff Registration (11 x 17)	1
13	Please Wait (11 x 17)	2
14	Family Line (11 x 17)	2
15	Adult Line (11 x 17)	3
16	Arrows	8
17	Entrance Banner (22 x 28)	2
18	Stop - Fill Out Form (22 x 28)	1
19	Stop - Turn in Form & Exit (22 x 28)	1
20	Hardware	
21	Metal A-frames	4
22	Collapsible Easels	4
23	Metal Stantions (Part# 05-015CH)	4
24	6-foot Cardboard Poles and Mount Caps	13
25	Wire Feet	26
26	Plastic Display Sleeves	10
27	Vests	
28	Red - XL	80
29	Orange - XL	25
30	Blue - XL	5
31	Yellow - XL	6
32	Lime Green - XL	30
33	General Supplies	
34	Clipboards	20
35	Pens - Boxes	1
36	POD Field Operations Guide	1
37	//	

1 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
2 Equipment set forth in subparagraph II. F., above.
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CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: September 8, 2015

SUBJECT: ADMINISTRATIVE RULES AND REGULATIONS – ACCOUNTS PAYABLE PROCESSING

REPORT IN BRIEF:

In September 2007, the City Council adopted an Administrative Policy Manual. As discussed at that time, as policies are revised, they will be brought forward to the City Council for consideration.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Approve Administrative Policy IV-4-1 - Accounts Payable Processing as revised.

BACKGROUND:

City Council directed staff to create the City's financial and administrative policies as a part of the 2006 City Council Goals and Strategies. In September 2007 the goal was achieved by the establishment of the City's Administrative Policy Manual issued under authority of Section 2.08.050 of the Stanton Municipal Code. Included the Administrative Policy Manual are guidelines that modifications to the Administrative Policy Manual will be made through the issuance of new or revised pages.

ANALYSIS/JUSTIFICATION:

Administrative Policy IV-4-1 was originally adopted on September 25, 2007. Since that point a number of changes have been made in that Accounts Payable process in the City, and those changes are reflected in the revised policy.

In addition, staff has recently looked at the processing of accounts payable checks, which currently are done weekly for recurring invoices and bi-monthly (in conjunction with City Council meetings) for the majority of checks. Recent research has determined that there is a common alternative to this process. According to the California Government Code, general law cities are required to have their warrants approved by City Council, but that can be done after the warrants are cut by ratification (as Stanton already does for our weekly check runs).

In an effort to take advantage of potential vendor discounts, reduce the occurrence of late fees, and to reduce the number of check runs handled by accounts payable staff, the process is changed in the attached revised Accounts Payable Processing Administrative Policy. The revised policy calls for accounts payable to be processed weekly, with City Council receiving details of all accounts payable checks at subsequent City Council meetings.

Additional revisions to the policy have been made to remove the manual check process, which no longer exists and revise titles of employees who are handling steps in the Accounts Payable process as well as documenting additional internal controls implemented since this policy was originally written.

FISCAL IMPACT:

There will be a limited positive fiscal impact through the reduction of late fees and the addition of the ability to take advantage of discounts for paying vendors earlier. In addition, there will be some staff time saved by reducing the number of accounts payable check runs per month by two.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

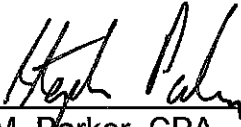
4. Ensure Fiscal Stability and Efficiency in Governance

PUBLIC NOTIFICATION:

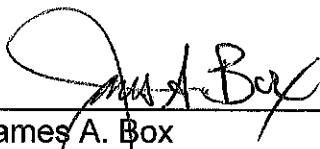
Through the agenda posting process.

Prepared by:

Approved by:



Stephen M. Parker, CPA
Administrative Services Director



James A. Box
City Manager

Attachment:

A. Administrative Policy IV-4-1- Accounts Payable Processing

CITY OF STANTON ADMINISTRATIVE POLICY	Number IV-4-1
	Date 9/8/15
SUBJECT: ACCOUNTS PAYABLE PROCESSING (1 of 4)	Authority City Council
	Administrator Administrative Services
<p>Policy: It is the policy of the City of Stanton to pay vendor invoices within 30 days of receipt and to take advantage of available discounts. In order to process accounts payable the following procedures are to be followed.</p> <p><u>General Information:</u> City of Stanton disburses accounts payable checks weekly, with warrants being issued each Thursday which are submitted to the City Council for ratification at the next regular Council meeting. Warrants drawn in payment of demands certified or approved by the Director of Administrative Services as conforming to a budget approved by ordinance or resolution need not be audited by the City Council prior to payment.</p> <p>Procedures: Invoices are received by the department that initiated the transaction. Invoices are paid only from invoices and will not be paid by statements received by the vendor.</p> <p>Each department is responsible for verification of invoices for payment including the following items.</p> <ul style="list-style-type: none"> • Comparison of quantities billed on the invoice with quantities listed on the purchase order or shown on the receiving documents. • Comparison of prices, discounts, and terms with those specified on the purchase order. • Proof of clerical accuracy of the invoice with respect to extensions, mathematical accuracy and deductions for discounts. <p>An Accounts Payable Voucher is required for all payments and is used to clearly document the invoices to be paid. The initiating department completes the form including the following information. This information is then reviewed and approved by the department head initiating the transaction.</p> <ul style="list-style-type: none"> • Payee: vendor name and address • Vendor No.: this is the internal number within the City's financial system which identifies the vendor. If a Purchase Order has been issued for the invoice reference the purchase order number after the vendor number. • Special instructions: this area is to identify any item that may be unique to the check including delivery instructions or payment outside the normal accounts payable process. • Description: identifies fiscal year when submitting vouchers in July or August. • Date Received: this is the date the invoice was received by the department. 	

CITY OF STANTON ADMINISTRATIVE POLICY	Number IV-4-1
	Date 9/8/15
SUBJECT: ACCOUNTS PAYABLE PROCESSING (2 of 4)	Authority City Council
	Administrator Administrative Services
<ul style="list-style-type: none"> • Received By: the individual processing the request. • Department Head Approval: all payable vouchers must be signed by the initiating department head. • City Manager Approval: all payable vouchers over \$500 are required to have the City Manager's signature. This will be obtained by the Administrative Services Department. • Audited By: this is completed by the Administrative Services Department to ensure that all information has been provided correctly. • Budget code: this is the account to which the expenditure is to be charged. If there are insufficient funds in the account a budget adjustment may be required. • Purpose: provide a brief explanation for the purchase. • Invoice Number: provide the invoice number. • Amount: total amount of the check requested. This must match the invoice amount. <p>After the proper approvals have been secured, the Administrative Services Department will process the request on the next available accounts payable check run.</p> <p>The Administrative Services Department processes in the following manner.</p> <p><u>Process:</u></p> <p>Accounts Payable data is input into the Accounts Payable Module by the Administrative Services Department. Once the Payable Voucher processing is complete then the Payable Vouchers are input into the system. An Accounts Payable report is generated ("To Be Paid Proof List"), printed and reviewed and matched to the check run by Administrative Services staff and turned into the Administrative Services Director to audit and approve the vouchers.</p> <p>Once the approval to proceed is received from the Administrative Services Director the Administrative Services staff proceeds according to the weekly accounts payable process to process checks for payment.</p> <p><u>Issuance of Accounts Payable Checks</u></p> <p>In order to avoid unnecessary penalties or late charges and to take advantage of available discounts, accounts payable check runs are made on a weekly basis and submitted to the City Council for ratification at the next regular Council meeting. Checks are processed every Thursday and released in the afternoon through the normal mail process. If there are any checks to be held the Administrative Services Director will notify Administrative Services Coordinator.</p>	

CITY OF STANTON ADMINISTRATIVE POLICY	Number IV-4-1
	Date 9/8/15
SUBJECT: ACCOUNTS PAYABLE PROCESSING (3 of 4)	Authority City Council
	Administrator Administrative Services

Check Log

Accounts payable checks are pre-numbered and secured in the safe. Each time a check is used it is recorded into the check register log, including date, number of checks used and initialed by employee receiving the checks. All checks must be accounted for. Any damaged or voided checks are to be turned into the Accounting Manager.

After the accounts payable checks are processed the accounts payable run is posted to the accounts payable module in the City's financial system. The charges automatically post and are reflected in the general ledger. The checks are matched up to payable voucher and duplicate copy of check by the Departmental Assistant (Personnel), who will also review for accuracy prior to mailing. Checks \$5,000 or greater will be reviewed by the City Manager prior to being released. During the matching process, a "PAID" stamp is stamped on the supporting documentation prior to filing. A vendor file is created and filed alphabetically in the vendor file according to fiscal year.

Accounts Payable Reports

At the end of the accounts payable process, the following reports are reviewed and filed in the Accounts payable binder by check date by the Administrative Services Coordinator.

- Accounts Payable—To Be Paid Proof List
- GL Distribution Report
- Computer Check Proof List
- Computer Check Poof List—By Vendor Number
- Computer Check Poof List—By Vendor Name
- Computer Check Poof List—By Vendor Fund
- Check for Approval – copy provided to Accounting Manager and City Council
- Computer Check Register

Bank of the West Reporting

- The Accounting Manger will get an electronic (Excel spread sheet) file and hard copy of the checks by date—summary by check number report for Bank of the West data reporting purposes.

Void Checks:

There are times when a check would need to be "voided" out of the system. In order for this process to occur a Void Check Authorization Form must be filled out and approved by the Administrative Services Director. The following information must be obtained:

CITY OF STANTON ADMINISTRATIVE POLICY	Number IV-4-1
	Date 9/8/15
SUBJECT: ACCOUNTS PAYABLE PROCESSING (4 of 4)	Authority City Council
	Administrator Administrative Services
<ul style="list-style-type: none"> • Check Number • Amount • Date • Issued To • Reason for void • Stop Payment Required • Check being Reissued <p>Once approval from the Administrative Service Director is obtained, the void check process is posted in the financial system. A copy of the void check authorization form is given to the Accounting Manager indicating the posting date on the void check authorization form.</p> <p>At the end of the void check process, the following reports are reviewed and filed in the void check file by check date by the Administrative Services Coordinator.</p> <p><u>Void Check Report</u></p> <ul style="list-style-type: none"> • Copy of Void Check Authorization Form • Copy of Accounts Payable Check • Void Check Proof List • AP Void Check Distribution List 	

CITY OF STANTON

REPORT TO CITY COUNCIL AND STANTON SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Mayor and Members of the City Council
Honorable Chair and Members of the Agency Board

DATE: September 8, 2015

**SUBJECT: APPROVAL OF AN ASSIGNMENT AND ASSUMPTION AGREEMENT
TRANSFERRING ALL POST CLOSING RIGHTS AND OBLIGATIONS
UNDER A DISPOSITION AND DEVELOPMENT AGREEMENT WITH
FRONTIER REAL ESTATE INVESTMENT, INC. FROM THE
SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT
AGENCY TO THE CITY OF STANTON**

REPORT IN BRIEF:

The Successor Agency and Oversight Board approved a Disposition and Development Agreement (DDA) to sell eleven properties to Frontier Real Estate Investment, Inc. The State Department of Finance has raised concerns that this DDA would create new obligations for the Successor Agency, which is not permitted under State Law. This agreement would transfer these "obligations" or rights in the DDA to the City of Stanton, in an effort to address the DOF's concerns.

RECOMMENDED ACTIONS:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve the attached Assignment and Assumption Agreement; and
3. Authorize the Executive Director and City Manager to execute the necessary documents and take all actions reasonably necessary to complete the sale of the properties.

BACKGROUND:

On July 28, 2015 the Successor Agency approved the sale of eleven properties in the Stanton/Renaissance Plaza to Frontier Real Estate Investment, Inc. through a Disposition and Development Agreement (DDA). On August 13, 2015, the Stanton Oversight Board approved the DDA as well and the agreement was transferred to the State Department of Finance for review (DOF). The properties in question are located at 11382, 11430 and 11462 Beach Boulevard and carry the APN Nos: 131-691-49, 50, 51, 58, 59, 60, 61, 62, 63, 64, and 65.

ANALYSIS/JUSTIFICATION:

In their review of the DDA, the DOF has raised certain objections. It is their preliminary position that in allowing the Successor Agency certain rights such as the ability to approve future tenants the DDA creates on-going obligations for the Agency. Redevelopment Dissolution Law prohibits the creation of new obligations and thus the DOF has raised concerns. While it is Staff's position that no new obligations are being created and that the DDA merely provides rights that the Successor Agency may take advantage of in the future if they see fit, in order to remove the DOF's concerns, Staff has prepared the attached Assignment and Assumption Agreement. The Assignment and Assumption Agreement would assign these "obligations" or rights to the City and remove the possibility of the Successor Agency accepting any new obligations through possible approval of the DDA.

If approved by the Successor Agency and City, the Agreement would be forwarded to the Oversight Board for consideration.

FISCAL IMPACT:

No impact

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3).

LEGAL REVIEW:

The City Attorney has reviewed this report and the attached resolution on behalf of the Successor Agency.

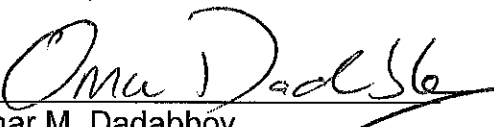
PUBLIC NOTIFICATION:

Through the normal agenda posting process.

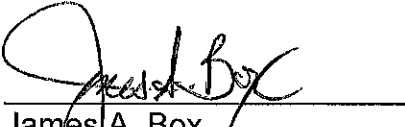
STRATEGIC PLAN OBJECTIVE ADDRESSED:

2 - Promote a Strong Local Economy.

Prepared by:


Omar M. Dadabhoy
Community Development Director,
Deputy Executive Director

Approved by:


James A. Box
City Manager,
Executive Director

Attachments:

A. Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

(Successor Agency/Frontier Real Estate DDA)

This Assignment and Assumption Agreement ("**Assignment**") is entered into as of _____, 2015, by and between Successor Agency to the Stanton Redevelopment Agency., a public body, corporate and politic ("**Assignor**"), the City of Stanton, a municipal corporation, and ("**Assignee**"), and Frontier Real Estate Investments, Inc., a California corporation ("**Developer**") with reference to the following facts:

RECITALS

A. The City of Stanton Redevelopment Agency ("**RDA**") purchased approximately 2.892 acres of that certain real property generally located at the northeast corner of Beach Boulevard and Orangewood Avenue in the City of Stanton, California consisting of eleven (11) contiguous and adjacent parcels (APNs 131-691-49, 131-691-50, 131-691-51, 131-691-58, 131-691-59, 131-691-60, 131-691-61, 131-691-62, 131-691-63, 131-691-64, and 131-691-65) ("**Property**").

B. Assembly Bill 1X 26, enacted as part of the 2011-2012 State of California budget bill, and as modified by the Supreme Court of the State of California in the matter of *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 dissolved and set out procedures for the wind-down of all redevelopment agencies throughout the State effective February 1, 2012, and in June 2012, the California Legislature adopted Assembly Bill 1484 (Assembly Bill 1X 26 and Assembly Bill 1484 are collectively referred to herein as the "**Dissolution Act**") further modifying some of the procedures set forth in Assembly Bill 1X 26, and adding certain other procedures and requirements for the dissolution and wind-down of redevelopment agencies.

C. Assignor is the successor entity to the RDA and, pursuant to the Dissolution Act, upon the RDA's dissolution the Property automatically transferred to the Assignor.

D. Pursuant to Health and Safety Code section 34177(e), the Assignor is responsible for disposing of the assets and properties of the former RDA, as directed by the Oversight Board to the Assignor, expeditiously and in a manner aimed at maximizing value.

E. Pursuant to Health and Safety Code section 34191.5, the Property was listed on the Assignor's Long Range Property Management Plan ("**LRPMP**"), to be sold expeditiously and at fair market value, and in accordance with the Dissolution Act the LRPMP has been approved by the Oversight Board to the Assignor and the California Department of Finance.

F. In order to dispose of the Property expeditiously and in a manner aimed at maximizing value, Assignor and Developer entered into that certain Disposition and Development Agreement (Beach and Orangewood) ("**DDA**"), dated _____, for the sale and redevelopment of the Property to Developer. Pursuant to the DDA, Assignor

retained certain post-closing rights.

G. In furtherance of the Dissolution Laws, the California Department of Finance has requested that Assignor assign all post-closing rights, duties and obligations within the DDA to another entity.

H. To ensure the timely development of the Property and benefit to the community, Assignor desires to assign all post-closing rights, duties and obligations of the DDA to Assignee, and Assignee desires to acquire the post-closing rights and to assume the post-closing obligations and duties of Assignor under the DDA.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefit to be derived by the parties hereto, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers, conveys, and delivers to Assignee all of Assignor's rights, title, and interest in and to the DDA as of the Close of Escrow, as that term is defined in Section 1.1.18 of the DDA.

2. **Acceptance of Assignment and Assumption of Liabilities.** By executing this Assignment, Assignee (a) accepts the assignment of the post-closing rights, duties and obligations of the DDA and assumes all of the post-closing liabilities, duties and obligations of Assignor under the DDA, and (b) agrees that, from and after the Close of Escrow, Assignee shall perform and be bound by all of the terms, covenants, and conditions of the DDA to the same extent as if Assignee were the original party named in the DDA.

3. **Binding Nature.** This Assignment and everything contained in it shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

4. **Governing Law.** This Assignment shall be construed in accordance with and governed by the laws of the State of California.

5. **Further Assurances.** The parties hereto agree to execute such further instruments and documents and to take all actions pursuant to the provisions hereof as may reasonably be necessary and appropriate in order to timely consummate the transactions contemplated by this Assignment.

6. **Developer Consent.** Developer hereby agrees and consents to the Assignment of the post-closing rights, duties and obligations of Assignor to Assignee and agrees that Assignee shall stand in the place of Assignor in all respects following the Close of Escrow.

7. **Counterparts.** This Assignment may be executed in any number of counterparts, and by facsimile signature, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

8. **Effective Date.** This Assignment shall be effective as of the first date on which all of the following have occurred: (a) Assignor has received three (3) counterpart originals of this Agreement signed by the authorized representative(s) of Developer; (b) this Agreement is approved by the governing body of Assignor; (c) this Agreement is approved by the governing body of Assignee; (d) this

Agreement is approved by the Oversight Board to the Assignor and the California Department of Finance in accordance with the Dissolution Act; (e) this Agreement is signed by the authorized representative(s) of Assignor; and (f) this Agreement is signed by the authorized representative(s) of the Assignee.

[Signatures on following page]

**SIGNATURE PAGE
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT
(Successor Agency/Frontier Real Estate DDA)**

IN WITNESS WHEREOF, the parties have duly executed this Assignment.

ASSIGNOR:

SUCCESSOR AGENCY TO THE CITY OF STANTON REDEVELOPMENT
AGENCY, a public body, corporate and politic

By: _____
James A. Box
Executive Director

ATTEST:

By: _____
Secretary to the Board

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____
General Counsel

ASSIGNEE:

CITY:

CITY OF STANTON, a municipal corporation

ASSIGNEE:

CITY:

CITY OF STANTON, a municipal corporation

By: _____
James Box
City Manager

ATTEST:

By: _____
City Clerk

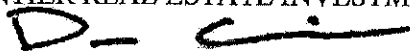
APPROVED AS TO FORM:

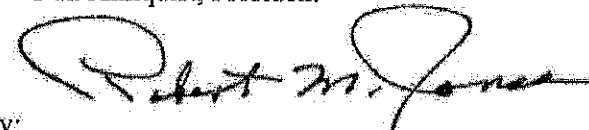
BEST BEST & KRIEGER LLP

By: _____
City Attorney

DEVELOPER:

FRONTIER REAL ESTATE INVESTMENTS, INC., a California corporation


By: _____
Dan Almquist, President


By: _____
Robert M. Jonas, Secretary

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council and Honorable Chairman

DATE: September 8, 2015

SUBJECT: PROPOSITION 218 PUBLIC HEARING FOR SOLID WASTE COLLECTION SERVICES

REPORT IN BRIEF:

On September 22, 1981 the City Council awarded a solid waste franchise agreement to CR&R, and CR&R has served the Stanton community since that time. Pursuant to Proposition 218, the City is required to conduct a public hearing and approve the Resolution containing the proposed solid waste service rates to be effective beginning October 1, 2015, and future adjustments to such rates for residential, multi-family and commercial customers.

RECOMMENDED ACTION:

That City Council:

1. Conduct a Public Hearing.
2. Declare that this item is not subject to California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
3. Adopt Resolution No. 2015-33 permitting CR&R to charge specific rates for solid waste collection services.

BACKGROUND:

On September 22, 1981, the City Council awarded an exclusive solid waste franchise agreement to CR&R Incorporated ("CR&R") for the collection and handling of all solid waste and green waste, food scrap waste, and recycling within the City. Pursuant to the franchise agreement, the rates for the solid waste service are determined by the size of the

refuse container ("bin or cart") and the frequency of pickups per week.

The franchise agreement established a formula for the amount that CR&R will charge the City for the solid waste services. The agreement further provides that the amount to be paid CR&R each year may be increased annually, but no more than five percent.

The disposal fee is charged by Orange County for disposal of solid waste at the County landfill ("Disposal Fees"). On July 23, 2009, the Waste Disposal Agreement with the County of Orange became effective. The agreement allows for an annual adjustment to the Disposal Fees in accordance with the Consumer Price Index for the term of the agreement effective July 1, 2010 through June 30, 2020. This agreement allows the franchise hauler to deliver trash to the County of Orange's landfill at a discounted rate. On April 14, 2015, the City Council approved Resolution No. 2015-11 which further extended the term of the agreement to June 30, 2025.

ANALYSIS/JUSTIFICATION:

Proposition 218

Proposition 218, the Right to Vote on Taxes Act was approved by California voters in November 1996. In part, Proposition 218 requires the City to conduct a majority protest proceeding before imposing or increasing any property-related fees. Specifically, Proposition 218 requires the City to hold a public hearing and mail a notice of the public hearing to the record owner of and any tenant who is directly liable for the payment of the proposed fees. The notice must be mailed at least forty-five (45) days prior to the date of the public hearing regarding the proposed fees. Property owners and affected tenants can protest the proposed fees by submitting a written protest to the City. If protests for more than half of the affected parcels are received, the City cannot approve the proposed fees.

While there is no clear legal authority requiring the City to conduct a Proposition 218 hearing for solid waste fees, there is a strong likelihood that some of the services provided by CR&R, especially basic monthly solid waste service, are subject to Proposition 218. Based on this, the franchise agreement permits the City to condition any rate approvals or increases on Proposition 218 compliance.

On July 24, 2015, in accordance with Proposition 218 requirements, notification of the proposed solid waste collection rates was mailed to 10,792 property owners, commercial customers, tenants, and occupants in the City (Attachment A). The notice clearly identified the proposed rates, as well as provided information regarding filing of written protests against the proposed rates. As of September 1st, a total of 1 written protest has been received (Attachment B). A final tabulation of protests received will be provided at the September 8, 2015 hearing on the rates.

Additionally, the Public Hearing Notice included an authorization to adjust the solid waste service fees annually for July 1, 2016, through July 1, 2020. The solid waste service fees paid to CR&R may adjust annually to reflect the increase in the cost of living adjustment

based on the Consumer Price Index for all Los Angeles-Anaheim-Riverside area for all Urban Customers ("CPI"), and may increase due to an increase in the rates for the disposal fees ("Disposal Fees") paid to the County of Orange for disposal of solid waste with the Orange County Disposal System. Prior to implementing any rate adjustments, CR&R will provide written notice to property owners and customers directly liable for the payment. The rates for the solid waste service fees may be adjusted annually by an amount not to exceed the annual percentage increase, if any, in the CPI and any increase in the rates for Disposal Fees. Provided, however, in no event shall the rates for the solid waste service fees be adjusted for pass-through adjustments in any single year by more than five percent.

The Proposition 218 Notice provides a complete list of new solid waste rates. The rates include residential and commercial (which includes multi-family residential and industrial) customers subject to Proposition 218 requirements. Staff is recommending that the City Council approve the attached resolution prepared by the City Attorney's Office establishing the City of Stanton customer fees for solid waste collection services to be effective October 1, 2015 (Attachment C).

FISCAL IMPACT:

Waste fees are collected by CR&R directly, so this action has no direct cost to the City. The franchise agreement with CR&R calls for a 10% franchise fee, so that revenue will increase slightly with the slight increase in rates as a result of this action (2.8% for residential service). In addition, expenses the City incurs relating to the Proposition 218 process will be reimbursed by CR&R.

ENVIRONMENTAL IMPACT:

None.

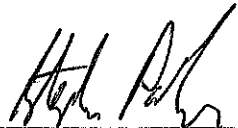
STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Government

PUBLIC NOTIFICATION:

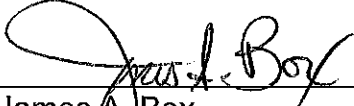
Through the regular agenda process.

Prepared by:



Stephen M. Parker, CPA,
Director of Administrative Services

Approved by:



James A. Box,
City Manager

Attachments:

1. Proposition 218 Notice
2. All protest letters received as of 9/1/2015
3. City Council Resolution No. 2015-33



Harris & Associates

**CERTIFICATE OF COMPLIANCE
WITH NOTICE REQUIREMENTS**

**CITY OF STANTON
PROPOSED SOLID WASTE SERVICE FEE INCREASE**

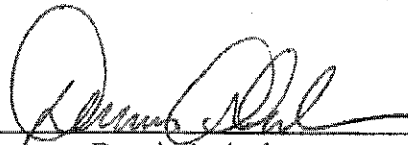
STATE OF CALIFORNIA
COUNTY OF ORANGE
CITY OF STANTON

The undersigned, under penalty of perjury, CERTIFIES AS FOLLOWS:

MAILING

The NOTICING OF PUBLIC HEARING was mailed to the record owners of all real property proposed to be charged according to the names and addresses of such owners as the same appear on the last County Assessment Roll, or at the address as known to the undersigned; said mailing being accomplished on the 24th day of July, 2015, being at least forty-five (45) days prior to the date set for the public hearing. (Attached to this Certification is a complete copy of the Notice of Public Hearing.)

EXECUTED this 27th day of July, 2015, at Irvine, California.



Dennis A. Anderson

Title: PROJECT MANAGER
HARRIS & ASSOCIATES



**NOTICE OF PUBLIC HEARING
CONCERNING PROPOSED RATE INCREASES
TO SOLID WASTE SERVICE FEES**

NOTICE IS HEREBY GIVEN that the City Council of the City of Stanton (the "City") will conduct a Public Hearing on **September 8, 2015 at 6:30 p.m., in the City Council Chamber in the City Hall, located at 7800 Katella Ave, Stanton, CA 90680**, or as soon thereafter as the matter may be heard, to consider adopting increases and adjustments in the current rates for its Solid Waste Service Fees.

REASONS FOR THE PROPOSED RATE INCREASES

The City has an exclusive franchise agreement with CR&R Inc. ("CR&R") for the collection and handling of solid waste and green waste, food scrap waste, and recycling within the City (collectively, "solid waste services"). All properties within the City are required to subscribe to the solid waste services provided by CR&R. Pursuant to the franchise agreement, Solid Waste Service Fees are imposed on customers within the City who receive solid waste services from CR&R. CR&R bills the customers directly for the services. The revenues from the fees are used to pay CR&R for the solid waste services provided under the franchise agreement.

The franchise agreement establishes a process for revising the amount that CR&R will charge the City for the solid waste services it provides within the City. Pursuant to the agreement, CR&R is proposing to increase the rates it charges the City for these services. The agreement further provides that the amount to be paid CR&R each year may be adjusted annually for increases in the cost of living. The cost of living adjustment is based on the Consumer Price Index for all Los Angeles-Anaheim-Riverside area for all Urban Consumers (April through March of the prior year) ("CPI"), as maintained and published by the Bureau of Labor Statistics, United States Department of Labor.

The franchise agreement provides that the amount paid to CR&R may be adjusted for other factors as requested by CR&R. In accordance with the franchise agreement, CR&R has requested an increase due to an increase in the rates for the disposal fees ("Disposal Fees") paid to Orange County for disposal of solid waste with the Orange County Disposal System.

To recover the increased costs of providing solid waste services as described above, the City has determined that it is necessary to increase the rates for the Refuse Service Fees it imposes on its solid waste customers.

PROPOSED SOLID WASTE SERVICE FEES

The rate structure for the Solid Waste and Recycling Fee has two customer classes—residential and commercial (which includes multi-family residential and industrial customers). Residential customers are billed quarterly, and commercial customers are billed monthly by CR&R. For single-family residential customers, the rates for the Solid Waste Service Fees are calculated on the basis of the number of refuse containers they use. For commercial customers, the rates for the Solid Waste Service Fees are calculated on the basis of the size (in cubic yards) of the refuse containers (i.e., bins or roll off containers) that they use and the number of pick-ups per week.

Customers may request temporary extra pick-ups of their refuse containers and bins than are scheduled, and may also request the delivery of temporary extra bins to their property. A separate, temporary "extra pick up fee" and "bin delivery fee" is imposed on any customer who requests these services. The rate for these services is a fixed charge.

If adopted, the proposed monthly rates will be in **effect beginning October 1, 2015**. The current and proposed monthly rates for the Solid Waste Service Fees and rates for extra pick up fee and bin delivery fee are set forth in the following table.

CURRENT AND PROPOSED RATES FOR SOLID WASTE SERVICE FEES

MONTHLY RATES			SINGLE CHARGE FOR TEMPORARY SERVICE		
<u>Residential Service</u>	<u>Current</u>	<u>Proposed</u>	<u>Temporary Service</u>	<u>Current</u>	<u>Proposed</u>
90 Gallon Container	\$ 21.09	\$ 21.69	3 yard Clean up Bin	\$162.10	\$164.30
Any Additional 90 Gallon Container	\$ 19.59	\$ 20.16	10 Yard Roll-off Container	\$682.46	\$698.97
<u>Commercial Service</u>	<u>Current</u>	<u>Proposed</u>	20 Yard Roll-off Container	\$457.86	\$466.55
1 yard 1x a week	\$ 86.40	\$ 87.60	40 Yard Roll-off Container	\$686.50	\$700.17
1 yard 2x a week	\$140.22	\$142.38	Extra Pick up Fee	\$ 60.70	\$ 62.02
1 yard 3x a week	\$194.02	\$197.13	Bin Delivery Fee	\$ 45.89	\$ 46.15
1 yard 4x a week	\$246.91	\$250.98			
1 yard 5x a week	\$301.58	\$306.61			
1 yard 6x a week	\$382.17	\$388.36			
2 yard 1x a week	\$124.97	\$127.01			
2 yard 2x a week	\$201.94	\$205.66			
2 yard 3x a week	\$280.59	\$286.02			
2 yard 4x a week	\$357.42	\$364.51			
2 yard 5x a week	\$437.92	\$446.73			
2 yard 6x a week	\$516.64	\$527.13			
3 yard 1x a week	\$162.10	\$164.98			
3 yard 2x a week	\$265.50	\$270.81			
3 yard 3x a week	\$368.88	\$376.63			
3 yard 4x a week	\$472.27	\$482.42			
3 yard 5x a week	\$575.55	\$588.14			
3 yard 6x a week	\$678.99	\$694.00			
4 yard 1x a week	\$203.29	\$207.04			
4 yard 2x a week	\$303.39	\$310.08			
4 yard 3x a week	\$403.49	\$413.13			
4 yard 4x a week	\$503.53	\$516.13			
4 yard 5x a week	\$603.66	\$619.21			
4 yard 6x a week	\$703.74	\$722.25			

Because the City anticipates that there will be additional increases in the costs of providing solid waste services that CR&R will charge in the future pursuant to the franchise agreement, the City is also proposing to annually pass through to solid waste service customers any automatic CPI adjustments for inflation and adjustments for increases in the rates for the Disposal Fees that are imposed on the City by CR&R (each a "CR&R Pass-Through Adjustment"). The CR&R Pass-Through Adjustments will impact the rates for the Solid Waste Service Fees set forth in the table above. If approved, beginning July 1, 2016, and each July 1 thereafter for a five-year period, through and including adjustments effective on or after July 1, 2020, the rates for the solid waste service fees may be adjusted annually by an amount not to exceed the annual percentage increase, if any, in the CPI and any increase in the rates for the Disposal Fees. Provided, however, in no event shall the rates for the Solid Waste Service Fees be adjusted for CR&R Pass-Through Adjustments in any single year by more than 5%, and provided further that in no event may a CR&R Pass-Through Adjustment exceed the City's cost of providing solid waste services.

PUBLIC HEARING AND PROTESTS

Any record owner of a parcel upon which the Solid Waste Service Fees are proposed for imposition and any tenant directly liable for the payment of Solid Waste Service Fees (i.e., a customer of record) may submit a written protest to the proposed rate increases and CR&R Pass-Through Adjustments to the City's Solid Waste Service Fees; provided, however, only one written protest will be counted per identified parcel. Any written protest must: (1) state that the identified property owner or tenant is in opposition to the proposed rate increases and CR&R Pass-Through Adjustments to the Solid Waste Service Fees; (2) provide the location of the identified parcel (by street address or assessor's parcel number); and (3) include the name and signature of the property owner or tenant submitting the protest. Written protests may be submitted by mail or in person to the City Clerk at 7800 Katella Ave, Stanton, CA 90680, or at the Public Hearing (date and time noted above), provided they are received prior to the close of the Public Hearing, which will occur when the public testimony on the proposed increases and adjustments is concluded. Any protest submitted via e-mail or other electronic means will not be accepted. Please identify on the front of the envelope for any written protest, whether mailed or submitted in person to the City Clerk, Attn: Public Hearing on Solid Waste Rate Increases.

The City Council will hear and consider all written protests and oral comments to the proposed rate increases at the Public Hearing. Oral comments at the Public Hearing will not qualify as formal protests unless accompanied by a written protest. Upon the conclusion of the Public Hearing, the City Council will consider adoption of a resolution authorizing the rate increases and annual CR&R Pass-Through Adjustments to the City's Solid Waste Service Fees as described in this notice. If written protests against the proposed rate increases and adjustments to the Solid Waste Service Fees as outlined above are not presented by a majority of property owners of the identified parcels and tenants upon which the Solid Waste Service Fees are proposed to be imposed, the City Council will be authorized to impose the respective rate increases and adjustments. If adopted, the proposed rate increases to the Solid Waste Service Fees will be in effect beginning October 1, 2015. The rates may also be adjusted annually for any CR&R Pass-Through Adjustments beginning July 1, 2016 and each July 1 thereafter, for a five-year period through and including adjustments effective July 1, 2020. Prior to implementing any CR&R Pass-Through Adjustment, however, the City must provide, or cause to be provided, written notice of the CR&R Pass-Through Adjustment not less than 30 days prior to the effective date of the adjustment.

For further details regarding the basis and reasons for the proposed rate increases and CR&R Pass-Through Adjustments to the City's Solid Waste Service Fees, please contact Stephen Parker at (714) 890-4226. For any questions you may have regarding your customer classification, please contact CR&R at (714) 826-9049.

Kevin Ha
8140-8146 Orangewood Ave.
Stanton, CA 90680
KevinHa@alumni.usc.edu
714-869-5625

July 29, 2015


Stanton City Council
7800 Katella Ave,
Stanton, CA 90680

Dear City Council:

I, Kevin Ha, property owner of 8140-8146 Orangewood Ave, Stanton, CA 90680, Parcel Number 131-211-41, object to the proposed rate increases to the Solid Waste Service Fees.

I, Kevin Ha, property owner of 8140-8146 Orangewood Ave, Stanton, CA 90680, Parcel Number 131-211-41, object to the CR&R Pass-Through Adjustments to the Solid Waste Service Fees.

Sincerely,



Kevin Ha
Property Owner

RESOLUTION NO 2015-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA PERMITTING CR&R INCORPORATED TO CHARGE SPECIFIC RATES FOR SOLID WASTE COLLECTION SERVICES

WHEREAS, Public Resources Code Section 40059 and Stanton Municipal Code permit the City Council to award a solid waste franchise ("Franchise") for residential and commercial customers; and

WHEREAS, on September 22, 1981, the City Council selected CR&R, Incorporated ("CR&R") to provide solid waste services to residential and commercial customers and executed a franchise agreement with CR&R ("Agreement"); and

WHEREAS, from time to time the City and CR&R have amended the Agreement; and

WHEREAS, CR&R is required to provide such solid waste services ("Services") as set forth in the Agreement; and

WHEREAS, the City Council is authorized under the Agreement to set the maximum rates CR&R may charge for the Services ("Rates"); and

WHEREAS, the City Council has directed that the City utilize the process provided in California Constitution Article XIII D, Section 6 ("Article XIII D") to approve the Rates, set for the in the attached Exhibit A, subject to compliance with Article XIII D; and

WHEREAS, Article XIII D requires that prior to imposing or increasing any property-related fee, the City shall provide written notice (the "Notice") by mail of the proposed Rates to the record owner of each parcel upon which the Rates are proposed for imposition and any tenant directly liable for the payment of such Rates, the amount of the Rates proposed to be imposed on each parcel, the basis upon which the Rates were calculated, the reason for the imposition or increase, and the date time and location of a public hear (the "Hearing") on the proposed Rates; and

WHEREAS, the City did provide such Notice to the affected property owners and tenants of the proposed Rates in compliance with Article XII D; and

WHEREAS, the Hearing was held on this day, September 8, 2015; and

WHEREAS, at the Hearing the City Council of the City heard and considered all oral testimony, written materials, and written protests concerning the establishment and imposition of the proposed Rates, and at the close of the Hearing the City did not receive written protests against the approval of the proposed Rates from a majority of the affected property owners and tenants directly liable for the payment of the Rates; and

WHEREAS, the City Council now desires to approve the proposed Rates.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: The City Council finds and determines that the above Recitals are true and correct and incorporated herein.

SECTION 2: The City Council finds that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

SECTION 3: Pursuant to Public Resources Code Section 40059 and Stanton Municipal Code Section 6.04 the City Council has determined that authorizing CR&R to provide the Services as set forth in the Agreement serves the public health, safety and well-being. Based on this determination, the City Council awarded CR&R the Franchise as set forth in the Agreement. All procedural requirements for the award of the Franchise

SECTION 4: CR&R shall charge the Rates for the Services pursuant to the terms and conditions of the Agreement. The Rates will be adjusted (i.e., increased and decreased) for cost-of-living and disposal cost changes, as described in the Agreement and explained in the Notice.

SECTION 5: If any section, subsection, subdivision, sentence, clause, or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional or invalid, ineffective by any court or competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 6: This Resolution shall supersede any and all provisions of any previous resolution and/or ordinance approved by the City Council that may conflict with, or be contrary to, this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its adoption. The City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 8th day of September, 2015.

A. A. ETHANS, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2015-33 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on September 8, 2015, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: September 8, 2015

SUBJECT: AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36937 AND 65858 TEMPORARILY PROHIBITING THE ESTABLISHMENT OF INTERNET CAFES AND CYBER CAFES PENDING STUDY AND ADOPTION OF REGULATORY AND ZONING STANDARDS

REPORT IN BRIEF:

Due to numerous reports by jurisdictions all over the State, including the City of Stanton, of illegal gambling at internet and cyber cafes, the City Council is asked to consider an interim urgency ordinance to temporarily prohibit the establishment of such businesses. The interim urgency ordinance would provide the City sufficient time to study the potential impacts of these establishments and to adopt appropriate regulatory and zoning standards.

RECOMMENDED ACTION:

1. City Council conduct a public hearing;
2. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines. Moreover, this Ordinance is statutorily exempt from further CEQA review under Section 15262 (feasibility and planning studies); and
3. Introduce and adopt Ordinance No. 1040, entitled:

"AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36937 AND 65858 TEMPORARILY PROHIBITING THE ESTABLISHMENT OF INTERNET CAFES AND CYBER CAFES PENDING STUDY AND ADOPTION OF REGULATORY AND ZONING STANDARDS."

BACKGROUND:

Cities across the State have reported that internet and cyber cafes are allowing illegal gambling operations at those businesses. The gambling often takes the form of "promotional sweepstakes," in which a business allows customers to play gambling-themed games on computers to win cash prizes.

Media reports have chronicled police raids on internet cafes throughout the State in which local law enforcement have seized electronic gaming machines and thousands of dollars in alleged profits from illegal gambling. (See "Hesperia Internet Cafes Raided in Illegal Gambling Probe," *LA Times*, Mar. 20, 2013; "States Battle Illegal Gambling at Internet Cafes," *USA Today*, Mar. 24, 2014; "Police Raid Milpitas Internet Cafe for 'Unlawful Gambling,'" NBC (Online), May 8, 2014; "Evidence at Internet Cafe Reveals Gambling Operation," *The Reporter*, Aug. 26, 2015.)

The City has not been immune to these illegal operations. In recent months, the City has also received numerous reports of illegal gambling at existing internet cafes in the City. Due to these statewide issues, the Governor signed Assembly Bill 1439 ("AB 1439") into law in late 2014, which became effective this year. AB 1439 prohibits, in part, gambling at internet and cyber cafes.

ANALYSIS/JUSTIFICATION:

In order to analyze the potential impacts of internet and cyber cafes and provide the City time to consider the adoption of more stringent development standards, Interim Urgency Ordinance No. 1040 would place a 45-day moratorium on the establishment of new internet cafes and cyber cafes in the City. Section 5.68.020 of the Stanton Municipal Code defines internet cafes and cyber cafes as follows:

"An establishment that provides more than six computers and/or other electronic devices for access to the world wide web, internet, e-mail, video games or computer software programs which are networked (via LAN, WAN or otherwise) or which function as a client/server program, and which seeks compensation, in any form, from users. Internet cafe is synonymous with a personal computer ("PC") cafe, cyber cafe and Internet center, but does not include a Internet learning center as defined herein."

Government Code Section 36937 authorizes public agencies like the City to adopt ordinances that are immediately effective if they are to preserve the public peace, health or safety. Government Code Section 65858 also authorizes public agencies to adopt an interim urgency ordinance temporarily prohibiting land uses, which, if approved, may be in conflict with contemplated land use policies and regulations which the City is studying or intends to study. As described in this report, the City is considering the potential impacts of internet and cyber cafes due to law enforcement issues, such as illegal gambling, at those businesses. In order for the urgency ordinance to be effective, four-fifths (4/5) of the City Council must approve the ordinance.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of CEQA, the adoption of this Ordinance has been determined to not be subject to CEQA pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378). Moreover, the proposed Ordinance is statutorily exempt under Section 15262 (feasibility and planning studies).

PUBLIC NOTIFICATION:

Public notice for this item was made through the regular agenda process.

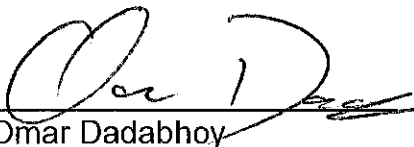
STRATEGIC PLAN OBJECTIVE ADDRESSED:

2 – Provide a high quality of life.

Prepared By:

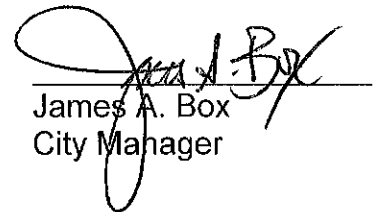
Concurred By:

Approved By:



Omar Dadabhoy
Community and Economic
Development Director

Matthew E. Richardson
City Attorney



James A. Box
City Manager

Attachments:

A. Ordinance No. 1040

URGENCY ORDINANCE NO. 1040

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36937 AND 65858, TEMPORARILY PROHIBITING THE ESTABLISHMENT OF INTERNET CAFES AND CYBER CAFES PENDING STUDY AND ADOPTION OF REGULATORY AND ZONING STANDARDS

WHEREAS, Article 11, Section 7 of the California Constitution authorizes the City of Stanton ("City") to make and enforce within its limits all ordinances and regulations not in conflict with general laws; and

WHEREAS, the City has adopted a zoning code regulating the uses of land within the City, as codified in Chapter 20 of the Stanton Municipal Code ("SMC"); and

WHEREAS, the SMC also includes regulations on Internet Cafes and Cyber Cafes, which are included under the category of "Indoor Commercial Recreation Facilities" for zoning purposes (see SMC §§ 5.68 et seq.; 20.700.050; 20.400.090); and

WHEREAS, the City is aware that internet and cyber cafes throughout the State have been connected to illegal gambling. Some of the illicit operations are in the form of "promotional sweepstakes," in which the business allows customers to play gambling-themed games on computers to win cash prizes; and

WHEREAS, the State Bureau of Gambling Control has opined that these types of sweepstakes are considered illegal gambling operations (see "Law Enforcement Advisory," California Department of Justice Bureau of Gambling Control, Dec. 5, 2012); and

WHEREAS, according to media reports, localities across the State have battled to shut down illegal gambling operations that occur at internet and cyber cafes (see "Hesperia Internet Cafes Raided in Illegal Gambling Probe," *LA Times*, Mar. 20, 2013; "States Battle Illegal Gambling at Internet Cafes," *USA Today*, Mar. 24, 2014; "Police Raid Milpitas Internet Cafe for 'Unlawful Gambling,'" NBC (Online), May 8, 2014; "Evidence at Internet Cafe Reveals Gambling Operation," *The Reporter*, Aug. 26, 2015); and

WHEREAS, according to the National Council on Problem Gambling, up to eight million U.S. adults have problems with gambling, which may compromise, disrupt, or damage personal, family, or vocational pursuits; and

WHEREAS, in response to public agencies' and local law enforcement requests, the Assembly Bill 1439 ("AB 1439") was passed by the State in September 2014, to prohibit, in part, online gambling that often occurs at internet cafes. AB 1439 became effective on January 1, 2015; and

WHEREAS, the City has also recently investigated complaints that some existing local internet and cyber cafes have allowed illegal gambling at their establishments in the City; and

WHEREAS, Section 36937 of the Government Code authorizes the City Council to adopt an ordinance that will take effect immediately if it is an ordinance for the immediate preservation of the public peace, health or safety, containing a declaration of the facts constituting the urgency, and is passed by a four-fifths (4/5) vote of the City Council; and

WHEREAS, Section 65858 of the Government Code also authorizes the City Council to adopt an interim urgency ordinance temporarily prohibiting land uses, which, if approved, may be in conflict with contemplated land use policies and regulations which the City is studying or intends to study within a reasonable period of time. Section 65858 also requires a four-fifths (4/5) vote of the City Council for such ordinance to be effective; and

WHEREAS, the City desires to adopt an interim urgency ordinance temporarily prohibiting the establishment of additional internet cafes and cyber cafes in the City, pending study and adoption of regulatory and zoning standards to protect the public health, safety, and welfare; and

WHEREAS, all legal prerequisites prior to the adoption of this Interim Urgency Ordinance have occurred.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES ORDAIN AS FOLLOWS:

SECTION 1: CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, this Ordinance is statutorily exempt from further CEQA review under Section 15262 (feasibility and planning studies) because this Ordinance authorizes the City to study potential regulatory and zoning standards regarding internet cafes and cyber cafes.

SECTION 2: Urgency Findings. The City Council hereby incorporates by reference the recitals of this urgency ordinance and the accompanying staff report. The City Council finds that this interim urgency ordinance temporarily prohibiting the establishment of internet cafes and cyber cafes in the City is necessary to promote the immediate preservation of the public health, safety, and welfare due to numerous reports of illegal gambling operations that are

alleged to occur at internet cafes and cyber cafes. This is a matter of importance to the entire City of Stanton, and is not directed at any particular property.

SECTION 3: Moratorium. Pursuant to the authority granted to the City Council by Government Code Sections 36937 and 65858, the City Council hereby adopts, as an interim urgency ordinance, a moratorium on the establishment of internet cafes and cyber cafes in the City.

(a) The City shall not issue or approve any general plan amendment, zone change, building permit, conditional use permit, minor use permit, variance, architectural and site plan review, business occupancy permit, business license, tenant improvement permit, subdivision map or other land use entitlement, license, or permit required to comply with the provisions of the SMC for the establishment of an internet cafe or cyber cafe during the time that this Interim Urgency Ordinance is in effect, and continuing for the time set forth in subdivision (b) below. The prohibitions contained in this Ordinance shall not apply to any existing lawful uses and buildings that have already received all discretionary and vested land use entitlements from the City prior to the date of this Ordinance, and which do not seek to expand or intensify said existing use or building beyond what was already approved.

(b) This Interim Urgency Ordinance shall take effect immediately and shall remain in effect for a period of 45 days after the date of adoption, unless repealed earlier or extended in accordance with California Government Code Section 65858.

(c) At least 10 days before this Interim Urgency Ordinance or any extension expires, the City Council shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of this Interim Urgency Ordinance.

SECTION 4: Location and Custodian of Records. The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The Community Development Director is the custodian of the record of proceedings.

SECTION 5: Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Stanton hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases may be declared invalid or unconstitutional.

SECTION 6: Effective Date. This Interim Urgency Ordinance shall be effective immediately. This Interim Urgency Ordinance was adopted by the necessary four-fifths vote of the members of the City Council pursuant to the authority granted to it by Article XI, Section 7 of the California Constitution, Government Code Section 36937, which authorizes the City Council to adopt an ordinance that will take effect immediately if it is an ordinance for the immediate preservation of the public peace, health or safety, and Government Code Section 65858, which allows the City to adopt an interim urgency ordinance prohibiting land uses which may be in conflict with a zoning proposal that the City Council, Planning Commission or the Planning Department is considering or studying or intends to study within a reasonable time. The City Council hereby directs the Planning Department to consider and study possible means of regulating internet cafes and cyber cafes, including zoning and other regulations permissible under State law.

SECTION 7: Publication. The City Clerk shall certify to the passage of the Interim Urgency Ordinance and cause the same or a summary thereof to be published within fifteen (15) days after adoption in a newspaper of general circulation published and circulated in the City.

PASSED, APPROVED, and ADOPTED this 8th day of September, 2015.

ALEXANDER A. ETHANS, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM

MATTHEW E. RICHARDSON, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Urgency Ordinance No. 1040 was introduced and adopted at a regular meeting of the City Council of the City of Stanton, California, held on the 8th day of September, 2015 by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: September 8, 2015

**SUBJECT: APPROVAL AND ADOPTING THE RECOGNIZED OBLIGATIONS
PAYMENT SCHEDULE (ROPS) 15-16B AND ADMINISTRATIVE
BUDGET PURSUANT TO SECTIONS 34177(I) AND 34177(j) OF
CALIFORNIA HEALTH & SAFETY CODE FOR THE PERIOD OF
JANUARY THROUGH JUNE 2016**

REPORT IN BRIEF:

This report summarizes the obligations of the Successor Agency under AB X1 26 and AB 1484 to draft Recognized Obligation Payment Schedules (ROPS) and corresponding administrative budgets to be implemented in six-month periods. Staff recommends the Successor Agency adopt the attached resolutions approving ROPS 15-16B and the Successor Agency's administrative budget for the period January through June 2015.

RECOMMENDED ACTION:

1. Find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a director reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.
2. Adopt Resolution No. SA 2015-06 to approve the Recognized Obligation Payment Schedule (ROPS) No. 15-16B for the period January 1, 2016 through June 30, 2016.

BACKGROUND:

Upon dissolution of the Stanton Redevelopment Agency on February 1, 2012 pursuant to AB X1 26, the City Council took action to have the City of Stanton act as Successor Agency to the Stanton Redevelopment Agency. The Successor Agency is considered a separate legal entity from the City. Pursuant to Health and Safety Code Section 34177,

successor agencies are required to prepare Recognized Obligation Payment Schedules (ROPS) that list enforceable obligations prior to each six-month fiscal period. The Successor Agency previously prepared ROPS for the six-month fiscal periods January 1, 2012 through June 30, 2012 ("ROPS I"), July 1, 2012 through December 31, 2012 ("ROPS II"), January 1, 2013 through June 30, 2013 ("ROPS III"), July 1, 2013 through December 31, 2013 ("ROPS 13-14A"), January 1, 2014 through June 30, 2014 ("ROPS 13-14B"), June 1, 2014 through December 31, 2014 ("ROPS 14-15A"), January 1, 2015 through June 30, 2015 ("ROPS 14-15B") and June 1, 2015 through December 31, 2015 ("ROPS 15-16A"). At this time, a ROPS must be prepared for the next six-month fiscal period commence on January 1, 2016 and ending on June 30, 2016.

AB X1 26 and AB 1484 (the clean-up legislation passed in June 2012) define enforceable obligations as follows:

1. Bonds as defined by Health & Safety Code section 33602 and bonds issued pursuant to Cal. Gov Code section 5850. Cal. Health & Safety Code § 34171(d)(1)(A).
2. Loans of moneys borrowed by the RDA for a lawful purpose. This includes money borrowed from the Low & Moderate Income Housing Fund. Cal. Health & Safety Code § 34171(d)(1)(B).
3. Payments required by the federal government, preexisting obligations to the state or obligations imposed by state law other than pass-through payments that are made by the county auditor-controller pursuant to Health & Safety Code section 34183 or legally enforceable payments required in connection with agencies employees. Cal. Health & Safety Code § 34171(d)(1)(C).
4. Judgments or settlements entered by a competent court of law or binding arbitration decisions against the former RDA, other than pass-through payments that are made by the county auditor-controller pursuant to Health & Safety Code section 34183. Cal. Health & Safety Code § 34171(d)(1)(D).
5. Any legally binding and enforceable agreement or contract that is not otherwise void as violating the debt limit or public policy. Cal. Health & Safety Code § 34171(d)(1)(E).
6. Contracts or agreements necessary for the continued administration or operation of the successor agency to the extent permitted by Part 1.8 (commencing with Section 34161) of Division 24 of the Health & Safety Code, including, but not limited to, agreements concerning litigation expenses related to assets or obligations, settlements and judgments, and the costs of maintaining assets prior to disposition, and agreements to purchase or rent office space, equipment or supplies, and pay-related expenses pursuant to Section 33127 and for carrying insurance pursuant to Section 33134. Cal. Health & Safety Code § 34171(d)(1)(F).
7. Amounts borrowed from, or payments owing to, the Low and Moderate Income

Housing Fund of a redevelopment agency, which had been deferred as of the effective date of the act adding this part; provided, however, that the repayment schedule is approved by the Oversight Board. Cal. Health & Safety Code § 34171(d)(1)(G)

8. Those obligations created to conduct the work of winding down the redevelopment agency including hiring staff, acquiring necessary professional administrative services and legal counsel, and procuring insurance. Cal. Health & Safety Code § 34177.3(b).

Under AB X1 26, the Successor Agency may receive an administrative cost allowance of the greater of \$250,000 annually or three percent of the property tax allocated to the Successor Agency, based upon an approved administrative budget that justifies the allocation of the administrative cost allowance. The amounts of property taxes that are allocated to the Successor Agency are based on an approved ROPS during each six-month period. The administrative cost allowance is included as an enforceable obligation on the ROPS.

ANALYSIS/JUSTIFICATION:

On June 27, 2012, as part of the FY 2012-13 State budget package, the Legislature adopted AB 1484. As a budget "trailer bill", AB 1484 took immediate effect upon signature by the Governor. The primary purpose of AB 1484 was to make technical and substantive amendments to "clean up" AB X1 26, providing clarity concerning issues including but not limited to the ROPS, enforceable obligations and successor agency administrative costs.

Under AB 1484, the process and timing for preparation and approval of each ROPS changed. Specifically, the Successor Agency is required to submit to the Department of Finance (DOF) and County Auditor-Controller (CAC) the ROPS for the six-month period ending June 30, 2016 (ROPS 15-16B), approved by the Oversight Board, no later than October 3, 2014. The Agency is also required to submit a draft of the ROPS to several state and county agencies at the same time it is submitted to the Oversight Board.

The administrative budgets have been prepared so that the Administrative Cost Allowance payments authorized under the ROPS 15-16B will reimburse the City for a portion of its costs associated with carrying out Successor Agency responsibilities, including administration, completion of projects, compliance and financial reporting, to the extent such amounts do not exceed the statutory limit of the greater of \$250,000 or 3% of the Successor Agency enforceable obligations in Fiscal Year 2015-16.

Following Successor Agency approval of ROPS 15-16B, staff will forward the ROPS and administrative budgets to the County Auditor-Controller, the County Administrative Officer, and the Department of Finance for review, simultaneously with presenting them to the Oversight Board for approval. The Oversight Board will review ROPS 15-16B at their regularly scheduled September 10, 2015 meeting. Copies of ROPS 15-16B, following approval by the Oversight Board, will be sent to the County Auditor-Controller,

the State Controller's Office and the Department of Finance by the October 3, 2015 deadline and will be posted on the Successor Agency's website.

On January 2, 2016, the County Auditor-Controller is responsible for remitting property taxes to the Successor Agency for payment of the enforceable obligations listed on the approved ROPS 15-16B.

FISCAL IMPACT:

ROPS 15-16B sets forth the Successor Agency's existing financial obligations and administrative costs for the period January 1, 2016 to June 30, 2016. There are no immediate fiscal impacts associated with the adoption of the resolutions approving the ROPS 15-16B and administrative budgets.

ENVIRONMENTAL IMPACT:

Not applicable.

LEGAL REVIEW:

The City Attorney has reviewed this report and the attached resolutions on behalf of the Successor Agency.


PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

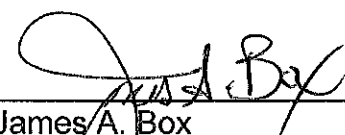
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Administrative Services Director

Approved by:



James A. Box
Executive Director

Attachment:

1. Resolution No. SA 2015-06
2. Exhibit A - Recognized Obligation Payment Schedule 15-16B (January-June 2016)

RESOLUTION NO. SA 2015-06

A RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY, APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JANUARY 1, 2016 THROUGH JUNE 30, 2016, PURSUANT TO HEALTH AND SAFETY CODE, SECTION 34177(I) AND THE ADMINISTRATIVE BUDGET, PURSUANT TO HEALTH AND SAFETY CODE, SECTION 34177(j)

WHEREAS, pursuant to Health and Safety Code, Section 34173(d), the City of Stanton elected to become the successor agency to the Stanton Redevelopment Agency ("Successor Agency") on January 10, 2012 and the Successor Agency is a separate legal entity from the City of Stanton; and

WHEREAS, Health and Safety Code, Section 34177(l)(2), as modified by the Supreme Court decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861, requires the Successor Agency to prepare a draft of the recognized obligation payment schedule ("ROPS") every six months covering the forward-looking six-month time frame; and

WHEREAS, Health and Safety Code, Section 34177(l)(2), requires the Successor Agency to submit the ROPS to the Successor Agency's oversight board for its approval, and simultaneously, the Successor Agency is required to submit a copy of the draft ROPS ("Draft ROPS") to the Orange County Auditor-Controller, the Orange County Administrative Officer, and the State of California Department of Finance, and once approved by the oversight board ("Approved ROPS"), to post the Approved ROPS on the Successor Agency's website and submit the Approved ROPS to the State of California Department of Finance, State Controller's Office and the Orange County Auditor-Controller; and

WHEREAS, Health and Safety Code, Section 34177(j), as modified by the Supreme Court decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861, requires the Successor Agency to prepare a proposed administrative budget covering the period from January 1, 2016 through June 30, 2016 and submit it to the oversight board for approval; and

WHEREAS, pursuant to Health and Safety Code, Section 34177(k), upon approval of the administrative budget by the oversight board, the Successor Agency is required to provide administrative cost estimates, from the approved administrative budgets, that are to be paid from property tax revenue deposited in the Redevelopment Property Tax Trust Fund to the Orange County Auditor-Controller for each fiscal period covered by the administrative budget; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY, DOES HEREBY RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. Approval of the ROPS. The Successor Agency hereby approves and adopts ROPS 15-16B, for the period January 1, 2016 through June 30, 2016, in substantially the form attached to this Resolution as Exhibit A, as required by Health and Safety Code, Section 34177.

SECTION 3. Transmittal of the ROPS. The Community Development Director is hereby authorized to take all actions necessary under the Dissolution Act to post ROPS 15-16B on the Successor Agency website, transmit ROPS 15-16B to the Auditor-Controller and the County Administrator of the County of Orange and the State Department of Finance (the "DOF"), submit ROPS 15-16B to the oversight board, and to take any other actions necessary to ensure the approval and validity of ROPS 15-16B and the validity of any enforceable obligation approved by the Successor Agency in this Resolution. In addition, the Successor Agency authorizes and directs the Successor Agency staff to make such non-substantive revisions to the ROPS 15-16B as may be necessary to submit ROPS 15-16B in any modified form required by the DOF, and ROPS 15-16B as so modified shall thereupon constitute the ROPS 15-16B as approved by the Successor Agency pursuant to this Resolution.

SECTION 4. Approval of Proposed Administrative Budget. The Successor Agency hereby approves and adopts the proposed administrative budget, covering the period from January 1, 2016 through June 30, 2016 as follows, as required by Health and Safety Code, Section 34177.

SUCCESSOR AGENCY PERSONNEL

731-6100-501110	Salaries-Regular	44,047
731-6100-502100	Retirement	5,746
731-6100-502105	Workers Comp Insurance	708
731-6100-502110	Health/Life Insurance	4,207
731-6100-502115	Unemployment Insurance	152
731-6100-502120	Medicare/Fica	735
	Total Personnel Services	55,595

OTHER ADMINISTRATIVE COSTS

731-6100-612115	Liability Insurance	1,503
731-6100-612125	Employee Benefits	6,562
731-6100-612200	Allocated Costs	29,405
731-6100-608105	Professional Services (Audit Services)	10,000
731-6100-608105	Professional Services (Audit Services)	10,000
731-6100-608105	Professional Services (Legal Services - SA Projects)	11,935
731-6100-608105	Professional Services (Code Enforcement Prosecutions)	<u>10,000</u>
	Total Other Administrative Costs	<u>69,405</u>

Total Administrative Budget **125,000**

SECTION 5. Transmittal of Proposed Administrative Budget. The City of Stanton Administrative Services Director is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding the proposed administrative budget, including submitting the proposed administrative budget to the Successor Agency's oversight board; and upon oversight board approval of the administrative budget, the provision of administrative cost estimates, from the approved administrative budget, that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund to the Orange County Auditor-Controller.

SECTION 6. Certification. The Clerk shall certify to the adoption of this Resolution on behalf of the Successor Agency.

SECTION 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Successor Agency to the Stanton Redevelopment Agency, held on this 8th day of September, 2015.

A. A. ETHANS, CHAIRMAN

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, AGENCY COUNSEL

ATTEST:

I, Patricia A. Vazquez, Agency Secretary of the City of Stanton, as Successor to Stanton Redevelopment Agency, Stanton, California, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. SA 2015-06 has been duly signed by the Chairperson and attested by the Agency Secretary, all at a regular meeting of the City of Stanton, as Successor to Stanton Redevelopment Agency, held on September 8, 2015, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, AGENCY SECRETARY

Recognized Obligation Payment Schedule (ROPS 15-16B) - Summary

Filed for the January 1, 2016 through June 30, 2016 Period

Name of Successor Agency: Stanton
Name of County: Orange

Current Period Requested Funding for Outstanding Debt or Obligation			Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):			
A	Bond Proceeds Funding (ROPS Detail)		\$ 18,155
B	Reserve Balance Funding (ROPS Detail)		743
C	Other Funding (ROPS Detail)		-
D			17,412
E	Enforceable Obligations Funded with RPTTF Funding (F+G):		\$ 5,758,509
F	Non-Administrative Costs (ROPS Detail)		5,633,509
G	Administrative Costs (ROPS Detail)		125,000
H	Total Current Period Enforceable Obligations (A+E):		\$ 5,776,664

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I	Enforceable Obligations funded with RPTTF (E):	5,758,509
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(9,722)
K	Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 5,748,787

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L	Enforceable Obligations funded with RPTTF (E):	5,758,509
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	Adjusted Current Period RPTTF Requested Funding (L-M)	5,758,509

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

Name
/s/ Signature
Title
Date

Stanton Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail January 1, 2016 through June 30, 2016 (Report Amounts in Whole Dollars)																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation \$	Retired	Funding Source						
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)						
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total	
1	Bond Payment: 2005 Tax Allocation	Bonds issued On or Before 12/31/10	7/7/2005	12/1/2035	US Bank	Debt Service on Bonds issued to fund non-housing projects	Consolidated	\$ 167,277,792	N	\$ 743	\$ -	\$ 17,412	\$ 5,633,509	\$ 125,000	\$ 5,776,664	
2	Bond Payment: 2005 Tax Allocation Bonds Series B	Bonds issued On or Before 12/31/10	7/7/2005	12/1/2035	US Bank	Debt Service on Bonds issued to fund non-housing projects	Consolidated	22,459,390	N	149			362,951		\$ 363,100	
3	Bond Payment: 2010 Tax Allocation	Bonds issued On or Before 12/31/10	10/28/2010	12/1/2040	US Bank	Debt Service on Bonds issued to fund non-housing projects	Consolidated	12,203,157	N	82			177,222		\$ 177,304	
4	Bond Payment: 2011 Housing Tax Allocation Bonds Series A	Bonds issued After 12/31/10	3/1/2011	12/1/2040	US Bank	Debt Service on Bonds issued to fund housing projects	Consolidated	39,458,413	N	169			820,001		\$ 520,160	
5	Bond Payment: 2011 Tax Allocation Bonds Series B	Bonds issued After 12/31/10	3/1/2011	12/1/2030	US Bank	Debt Service on Bonds issued to fund non-housing projects	Consolidated	34,458,927	N	148			644,277		\$ 644,425	
6	Trustee Fees	Fees	7/7/2005	12/1/2040	US Bank	Trustee Fees	Consolidated	168,000	N						\$ -	
8	Bond Disclosure	Fees	12/1/2005	12/1/2040	Harrell & Company	Bond Continuing Disclosure/Financial Services	Consolidated	140,000	N				4,500		\$ 4,500	
27	Palazzo @ Renaissance Plaza Properties - Shared Facilities Maintenance	Property Maintenance	3/4/2009	12/1/2040	Palazzo @ Renaissance Plaza Maintenance Assoc	Annual Maintenance	Consolidated	51,000	N				1,000		\$ 1,000	
38	Park Construction	Improvement/Infrastructure	2/10/2015	6/30/2016	City of Stanton	Stanton Central Park Construction	Consolidated	-	Y						\$ -	
41	Administrative Cost Allowance	Admin Costs	7/1/2015	12/1/2040	City of Stanton	Administrative Cost Allowance	Consolidated	6,375,000	N					125,000	\$ 125,000	
60	Replacement Housing Obligation under H&S Code	Miscellaneous	7/1/2013	12/1/2040	To be Determined	96 Required Units	Consolidated	1,300,000	N						\$ -	
64	Bond Payment: 2005 Tax Allocation Bonds Series A	Reserves	7/7/2005	12/1/2035	US Bank	ROPS B Reserve for following ROPS A December 1 Debt Service	Consolidated	513,420	N				513,420		\$ 513,420	
65	Bond Payment: 2005 Tax Allocation Bonds Series B	Reserves	7/7/2005	12/1/2035	US Bank	ROPS B Reserve for following ROPS A December 1 Debt Service	Consolidated	306,863	N				306,863		\$ 306,863	
66	Bond Payment: 2010 Tax Allocation Bonds Series A	Reserves	10/28/2010	12/1/2040	US Bank	ROPS B Reserve for following ROPS A December 1 Debt Service	Consolidated	1,112,112	N				1,112,112		\$ 1,112,112	
67	Bond Payment: 2011 Housing Tax Allocation Bonds Series A	Reserves	3/1/2011	12/1/2040	US Bank	ROPS B Reserve for following ROPS A December 1 Debt Service	Consolidated	672,098	N				672,098		\$ 672,098	
68	Bond Payment: 2011 Tax Allocation Bonds Series B	Reserves	3/1/2011	12/1/2030	US Bank	ROPS B Reserve for following ROPS A December 1 Debt Service	Consolidated	625,763	N				625,763		\$ 625,763	
69	City Loan	City/County Loans On or Before 6/27/11	6/25/2002	12/1/2040	City of Stanton	City Loan for Start up costs for 2000 Project Area	Consolidated	191,841	N						\$ -	
70	City Loan	City/County Loans On or Before 6/27/11	2/9/2010	12/1/2040	City of Stanton	City Loan to pay SERAF Payment	Consolidated	4,086,029	N						\$ -	
71	Property Maintenance	Property Maintenance	10/1/2015	6/30/2016	Landscaping Maintenance	Maintenance of Successor Agency Properties	Consolidated	4,500	N				1,500		\$ 1,500	
72	Trinity Pacific Neighborhood Rehabilitation	Professional Services	7/31/2010	12/1/2040	GPSP	Relocation consulting	Consolidated	105,000	N						\$ -	
73	Trinity Pacific Neighborhood Rehabilitation	Property Dispositions	7/31/2010	12/1/2040	Appex Contracting	Demolition	Consolidated	7,000	N						\$ -	
74	Trinity Pacific Neighborhood Rehabilitation	Property Dispositions	7/31/2010	12/1/2040	Tenants/Contractors	Relocation of residents prior to demolition	Consolidated	500,000	N						\$ -	
75	Trinity Pacific Neighborhood Rehabilitation	Relocation	10/1/2011	12/1/2040	Palazzo @ Renaissance Plaza Maintenance Assoc	Relocation of residents prior to demolition	Consolidated	2,000	N						\$ -	
76	Trinity Pacific Neighborhood Rehabilitation	Relocation	7/31/2010	12/1/2040	GPSP	Relocation of residents prior to demolition	Consolidated	2,000	N						\$ -	
77	Trinity Pacific Neighborhood Rehabilitation	Property Dispositions	7/31/2010	12/1/2040	Various Property Owners	Relocation of residents prior to demolition	Consolidated	4,235,170	N						\$ -	

Stanton Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail January 1, 2016 through June 30, 2016 (Report Amounts in Whole Dollars)																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source						Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)				RPTTF		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin		
83	City Loan	City/County Loans On or Before 6/27/11	6/24/2003	12/1/2040	City of Stanton	City Loan for Start up costs for 2000 Project Area	Consolidated	2,000,000	N						\$ -	
84	Stanton Plaza	Property Dispositions	7/1/2015	6/30/2016	Stanton Housing Authority	AP-477 Administration Fee	Consolidated	18,000	N				10,716		\$ 150,000	
87	Park Construction	Improvement/Infrastructure	2/10/2016	6/30/2016	City of Stanton	Stanton Central Park Construction	Consolidated	-	Y						\$ -	
88	Stanton Plaza	Property Dispositions	7/1/2014	6/30/2016	City of Stanton	Reimburse legal costs incurred in ROPS 14-16B and 15-16A in connection with disposition of property	Consolidated	18,000	N			7,284	10,716		\$ 18,000	
89	Stanton Plaza	Property Dispositions	7/1/2015	6/30/2016	Best Best & Kreiger	Pay legal costs incurred in connection with disposition of property - Frontier DDA	Consolidated	5,000	N			-	5,000		\$ 5,000	
90	Stanton Plaza	Property Dispositions	7/1/2015	6/30/2016	City of Stanton	Reimburse cost of fencing for Stanton Plaza	Consolidated	10,128	N			10,128	-		\$ 10,128	
91	LRPMP Properties	Property Dispositions	7/1/2015	6/30/2016	Best Best & Kreiger	Legal costs relating directly to property dispositions	Consolidated	20,000	N				2,500		\$ 2,500	
92	LRPMP Properties	Property Dispositions	7/1/2015	6/30/2016	City of Stanton	Staff time relating directly to property disposition	Consolidated	20,000	N				2,500		\$ 2,500	
93	LRPMP Properties	Property Maintenance	7/1/2015	6/30/2016	City of Stanton	Reimburse cost of fencing for Corporate Yard Property	Consolidated	3,232	N				3,232		\$ 3,232	
94	LRPMP Properties	Property Maintenance	7/1/2015	6/30/2016	So Cal Sanitation	Fencing for Corporate Yard Property until disposition	Consolidated	3,000	N				540		\$ 540	
95									N						\$ -	
96									N						\$ -	
97									N						\$ -	
98									N						\$ -	
99									N						\$ -	
100									N						\$ -	
101									N						\$ -	
102									N						\$ -	
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117									N						\$ -	
118									N						\$ -	
119									N						\$ -	
120									N						\$ -	

Stanton Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [INSERT URL LINK TO CASH BALANCE TIPS SHEET]									
A	B	C	D	E	F	G	H	I	
	Cash Balance Information by ROPS Period	Fund Sources							
		Bond Proceeds		Reserve Balance		Other		RPTTF	
		Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)		Rent, Grants, Interest, Etc.	Non-Admin and Admin	
ROPS 14-15B Actuals (01/01/15 - 06/30/15)									
1	Beginning Available Cash Balance (Actual 01/01/15)	10,368,039	18,182,645	-	-	-	12,871	26,225	
2	Revenue/Income (Actual 06/30/15) RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015	1,039	37,258				14,785	5,278,525	
3	Expenditures for ROPS 14-15B Enforceable Obligations (Actual 06/30/15) RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q.	340,000	-				10,000	2,130,980	
4	Retention of Available Cash Balance (Actual 06/30/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	10,029,078	18,219,903					3,155,000	Col H - PPA Lines 64-68
5	ROPS 14-15B RPTTF Prior Period Adjustment RPTTF amount should tie to the self-reported ROPS 14-15B PPA in the Report of PPA, Column S			No entry required				9,722	
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,656	\$ 9,048	
ROPS 15-16A Estimate (07/01/15 - 12/31/15)									
7	Beginning Available Cash Balance (Actual 07/01/15) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 10,029,078	\$ 18,219,903	\$ -	\$ 3,155,000	\$ 17,656	\$ 18,770		
8	Revenue/Income (Estimate 12/31/15) RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during June 2015							1,921,801	
9	Expenditures for ROPS 14-15B Enforceable Obligations (Estimate 12/31/15)	5,580	151		3,155,000	244		1,930,849	
10	Retention of Available Cash Balance (Estimate 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	10,023,498	18,219,752			17,412			Col G - Retain for Col M ROPS 15-16B
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,722	

Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a) (Report Amounts in Whole Dollars)

[illegible]

Stanton Recognized Obligation Payment Schedule (ROPS 15-16B) - Notes
January 1, 2016 through June 30, 2016

[illegible]

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: September 8, 2015

SUBJECT: AWARD OF THE CITYWIDE LANDSCAPE MAINTENANCE CONTRACT TO VENCO WESTERN, INC. BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

Bids for the Citywide Landscape Maintenance Contract were opened on August 31, 2015. Based on the post-bid analysis of the three (3) bids received, staff recommends the contract for these services be awarded to Venco Western, Inc.

The annual cost for completing the Citywide Landscape Maintenance Contract will be \$178,344 for fiscal year 2015/16, and \$193,944 for fiscal years 2016/17 and 2017/2018 due to the completion of Stanton Central Park.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301h as maintenance of existing landscaping; and
2. Approve the scope of work for the Citywide Landscape Maintenance Contract; and
3. Award a maintenance contract for the Citywide Landscape Maintenance Contract to Venco Western, Inc, for a maximum annual amount of \$193,944; and
4. Authorize the City Manager to bind the City of Stanton and Venco Western, Inc in a contract for the Citywide Landscape Maintenance Contract.

BACKGROUND:

The scope of this contract will cover landscape maintenance services necessary to maintain the City's parks, planted medians, building facilities, and City maintained parkways and block walls. The contract was last bid out in May Of 2014 and was awarded to Landscape West Management Services, Inc. in the amount of \$166,812.24.

The contract was awarded based on their bid being the lowest responsive bid. The scope of services did not include the upcoming modifications to the Beach Boulevard medians, Stanton Central Park, nor the tree wells along Katella Avenue from Beach Boulevard to Knott Avenue. In order to get competitive prices for these additional services, staff rebid the contract with these modifications. The current contract with Landscape West Management Services, Inc. will be terminated as of September 20, 2015.

ANALYSIS/JUSTIFICATION:

The project was advertised for bids on August 3, 2015. Notices announcing the solicitation of bids for this project were posted the F.W. Dodge publication known as the "Green Sheets" and were also sent to the landscape maintenance contractors currently servicing nearby Cities.

A mandatory pre-bid meeting took place on August 13, 2015 to meet with prospective bidders prior to bids being submitted to the City. This meeting provided an opportunity for the prospective bidders to review a Powerpoint of each area of service and to ask any questions about the contract. This meeting was important in reviewing the City's expectations for the contract and to ensure each bidder had a clear understanding of the scope of work.

The bids were publicly opened on August 31, 2015 at 10:00 a.m. Three (3) bids were received and are listed below:

Rank	Contractor	Bid
1	Venco Western, Inc.	\$193,944
2	Landscape West Management Services	\$220,500
3	Mariposa Landscapes, Inc.	\$275,700

Staff has reviewed the submitted bid documents and found all bidders in compliance with the contract documents. As this contract is to be awarded on a best value consideration, Staff reviewed all bids and considered qualifications, experience, costs, and ability to perform to the contract requirements. Upon successful execution of the contract documents, the project is scheduled to begin work in October 2015.

Please note that the services for Central Park will not begin until approximately October of 2016, after the 90-day maintenance period of the park by the contractor is complete. This cost of \$1,300 per month will not be charged for until said time. Staff is currently pursuing sponsorship opportunities to offset costs associated with Stanton Central Park maintenance.

The initial term of this contract will be for thirty three (33) months. After this time, the City and contractor may elect to exercise an extension of this contract for two additional

24 month terms. The term is set to coincide with the City's fiscal year, hence the odd term of 33 months.

FISCAL IMPACT:

The annual cost for completing the Citywide Landscape Maintenance Contract will be \$178,344 for fiscal year 2015/16, and \$193,944 for fiscal years 2016/17 and 2017/2018 due to the completion of Stanton Central Park.

Funding for this project is available from a combination of General Fund and Median Maintenance Accounts. The increased funding required until the completion of Stanton Central Park is due in the Median Maintenance account due to the reduction of City Forestry services. The City previously contracted with Charles Abbott Associates for City Forestry services but they are no longer able to provide these services. Staff believes the scope of these services can be greatly reduced resulting in a savings of approximately \$20,000 annually.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301h as maintenance of existing landscaping.

LEGAL REVIEW:

The City Attorney's office has reviewed the contract.


PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.


STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.


Prepared by:


Stephanie Camorlinga
Engineering Assistant

Reviewed by:

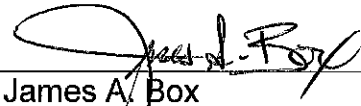

Allan Rigg, P.E. AICP
Director of Public Works

Concur:



Stephen Parker, CPA
Administrative Services Director

Approved by:



James A. Box
City Manager

Attachments:

- (1) Bid Summary Sheet
- (2) Construction Contract



7800 Katella Avenue
Stanton, California 90680 • (714) 379-9222

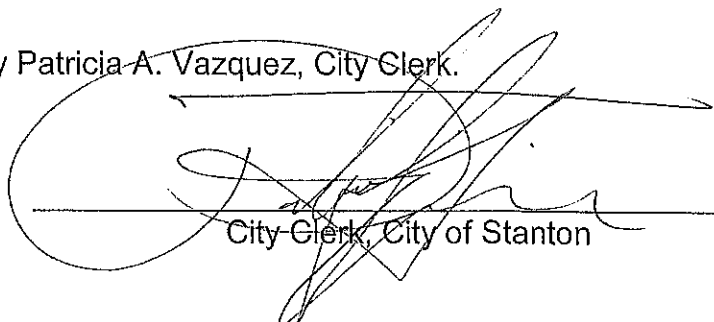
BID RECAP SHEET

Project /Equipment Citywide Landscape Maintenance

Date of Bid Opening Monday, August 31, 2015 Time 10:00 a.m.

VENDOR	AMOUNT OF BID
1. <u>Mariposa Landscapes, Inc.</u>	<u>\$ 275,700.00</u>
2. <u>Venco Western, Inc.</u>	<u>\$ 193,944.00</u>
3. <u>Landscape West</u>	<u>\$ 220,500.00</u>
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

The above bids were received and opened by Patricia A. Vazquez, City Clerk.



City Clerk, City of Stanton

CITY OF STANTON

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 8th day of September, 2015, by and between the City of Stanton, a municipal corporation, organized under the laws of the State of California, located at 7800 Katella Avenue, Stanton, CA 90680 ("City") and Venco Western, Inc. A California Corporation with its principal place of business at 2400 Eastman Avenue, Oxnard, California 93030 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain landscape maintenance services required by the City on the terms and conditions set forth in this Agreement and the Contract Documents, Plans, and Specifications for Citywide Landscape Maintenance Services, dated August 3, 2015, which are hereby incorporated as though fully set forth herein. The contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid, together with this Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. Contractor represents that it is experienced in providing landscape maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the Citywide Landscape Maintenance project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the landscape maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from October 1, 2015 to June 20, 2018, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional two-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Allan Rigg, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Rob Archer, Business Development Director, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10 Labor

3.2.10.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in

effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.10.2 Registration If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code sections 1725.5 and 1771.1, effective March 1, 2015, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.2.11 Insurance. Contractor agrees to procure and maintain, at Contractor's expense all insurance specified in Exhibit "D" attached hereto and by this reference incorporated herein. Contractor shall require all subcontractors to carry the same policies and limits of insurance that the Contractor is required to maintain, unless otherwise approved in writing by the City.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Water Quality Management and Compliance.

3.2.13.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.13.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.13.3 Compliance with DAMP and WQMP In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), and the applicable Water Quality Management Plan ("WQMP"). Both documents contain Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality. Contractor shall be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:

<https://media.ocgov.com/gov/pw/watersheds/documents/damp/default.asp>

More information on the applicable WQMP is available on the internet at:

<https://cms.ocgov.com/gov/pw/watersheds/documents/wqmp/default.asp>

3.2.13.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

3.2.13.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation **shall not exceed ONE HUNDRED NINETY THREE THOUSAND NINE HUNDRED FORTY FOUR DOLLARS (\$193,944) annually** without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City. For agreements in excess of \$30,000.00, the City Manager may, on an annual basis, approve additional work, provided the total Agreement compensation, including the cost of additional work, does not exceed 10% of the original Agreement compensation as set forth in

Section 3.3.1, for a total increase of \$19,394. Any additional work in excess of this amount shall be approved by the City Council.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:	Venco Western, Inc. 2400 Eastman Avenue Oxnard, CA 93030 ATTN: Rob Archer, Business Development
City:	City of Stanton 7800 Katella Avenue Stanton, CA 90680 ATTN: Allan Rigg, Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.5 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.5.6 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF STANTON

VENCO WESTERN, INC.

By: _____
Mayor or City Manager

By: _____

ATTEST:

By: _____

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF MAINTENANCE SERVICES

BOOK III OF III

CONTRACT DOCUMENTS

GENERAL AND SPECIAL PROVISIONS, APPENDIX

FOR:

CITYWIDE LANDSCAPE MAINTANENCE



These Contract Documents are the exclusive property of the Agency and shall not be used in any manner without prior consent of the Agency. Any reuse of these plans and specifications by Others shall be at Other's sole risk and without liability to the Agency.

CITY OF STANTON – 7800 KATELLA AVENUE -STANTON, CA 90680-3162

**CITY OF STANTON
PUBLIC WORKS DEPARTMENT**

SPECIAL PROVISIONS

INTRODUCTION

All work necessary for the completion of this contract shall be done in accordance with (1) these Special Provisions; (2) Standard Specifications for Public Works Construction (Latest Edition); (3) County of Orange RDMD Standard Plans (Latest Edition); (4) and the Standard Plans for Public Works Construction (APWA) (Latest Edition). Copies of the Standard Specifications may be purchased from Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, 714-517-0970.

The following Special Provisions supplement or modify the Standard Specifications for Public Works Construction as referenced and stated hereinafter:

**PART 1
GENERAL PROVISIONS**

SECTION 2---SCOPE AND CONTROL OF THE WORK

2-6 WORK TO BE DONE Add to this section, "The work necessary for the completion of this contract consists of maintaining, including but not limited to mowing, aeration, turf maintenance, irrigation repair & timing, hand weeding, litter pickup, raking, and hand watering within the City of Stanton at the following locations:

Parks

	Location	Approximate Area
1	Stanton Park	6.5 Acres
2	Hollenbeck Park	5 Acres
3	Veteran's Memorial Park	0.2 Acre
4	Date & Katella Pocket Park	0.2 Acre
5	Zuniga Park	0.6 Acre
6	Premier Park	0.9 Acre
7	Beach Blvd. and Orangewood Ave. Pocket Park	0.2 Acre
8	Harry M. Dotson Park	1 Acre
9	Katella Ave Linear Parks (4 areas)	0.3 Acre
10	Stanton Central Park	11.5 Acre

Planted Medians

	Location	Approximate Area
11	Beach Blvd. (From Garden Grove Blvd. to 320 ft. North of Starr St.)	3 Miles
12	Katella Ave. (From Knott Ave. to include the 3 rd center median East of Beach Blvd.)	0.2 Miles
13	Chapman Ave. (From 800 ft. East of Beach Blvd. to Briarwood Ave.)	0.2 Mile
14	Bradford Street/Bradford Place	300 LF
15	Cerritos Ave. (From Court Ave. to Dale Ave.)	0.4 Mile
16	Village Center Drive	0.2 Mile

Planted Parkways

	Location	Approximate Area
17	Chapman Ave – (From 800 ft. East of Beach Blvd. to Briarwood Ave.) - both sides	0.2 Mile
18	Cerritos Ave. (From Court Ave. to Dale Ave.) - both sides	0.4 Mile
19	Court Street – (From Orangewood Ave. to Plaza Way) - both sides	0.1 Mile
20	Katella Ave. Tree cut outs (from Knott to Beach Blvd.)	1 Mile

Building Facilities Grounds

	Location	Approximate Area
21	Stanton Community Services Center (11822 Paula Street)	0.6 Acre
22	Stanton City Hall (7800 Katella Ave.)	2 Acres
23	Sheriff's Station (11100 Cedar St.)	0.8 Acre
24	Stanton City Corporate Yard (8100 Pacific St.)	1.6 Acres
25	Stanton Library (7850 Katella Ave.)	0.5 Acre

Miscellaneous

	Location	Approximate Area
26	Trimming Ivy on two walls along Beach Blvd (all sides)	1 Mile
27	Orangewood Street End	0.1 Acre
28	Strawberry Field at 8232 Lampson Ave	5 Acres
29	Trimming of Ivy on wall at Idylwild Dr./Asbury Ave.	130 LF

	(sidewalk and top sides)	
	Location	Approximate Area
30	Sound Wall on North side of Katella Avenue, Between Dale Avenue and Magnolia Avenue	400 LF
31	Irrigation Maintenance Citywide	Citywide

Alternate Bid 1:

	Location	Approximate Area
A	Stanton Annex Building (7855 Katella Ave.)	0.1 Acre

Alternate Bid 2:

	Location	Approximate Area
A	Weed abatement of City Lots	Citywide

Alternate Bid 3:

	Location	Approximate Area
A	Weed abatement of City Alleys	Citywide

Maps of the proposed locations are provided in Appendix A. The areas listed above are approximate areas. The Contractor will be responsible for verifying the conditions and total area of each site prior to submitting a bid. All maintenance work is required to be performed on a weekly basis."

SECTION 3---CHANGES IN WORK

3-3 EXTRA WORK

3-3.2 Payment

3-3.2.3 Markup. Replace this section with,

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

- 1) Labor 20
- 2) Materials 15
- 3) Equipment Rental 15
- 4) Other Items and Expenditures 15

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added for compensation for bonding. All fees and insurance shall be built into the cost of the extra work.

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

SECTION 4---CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.3 Inspection Requirements

4-1.3.4 Inspection and Testing. All material and articles furnished by the Contractor shall be subject to rigid inspection, and no material or article shall be used in the work until it has been inspected and accepted by the Engineer. The Contractor shall furnish the Engineer full information as to the progress of the work in its various parts and shall give the Engineer timely (48-hours minimum) notice of the Contractor's readiness for inspection. Submittals are required for all construction material.

The Engineer shall select an independent testing laboratory and pay for all testing as specified in the various sections of the Standard Special Provisions and these Special Provisions. When, in the opinion of the Engineer, additional tests and retesting due to failed tests or inspections are required because of unsatisfactory results in the manner in which the Contractor executed the work, such tests and inspections shall be paid for solely by the Contractor.

SECTION 5---UTILITIES

5-2 PROTECTION. Add the following: "In the event that an existing pull or meter box or cover is damaged by the Work and is not re-useable, the Contractor shall provide and install a new pull or meter box or cover of identical type and size at no additional cost to the City."

SECTION 6---PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. Add to this section: "The time of completion as specified in Section 6-7, shall commence on the date of the 'Notice to Proceed.'"

No work shall begin until a "Notice to Proceed" has been issued, a pre-construction meeting has been conducted, and a schedule of work has been approved by the Engineer. The Contractor shall submit a construction schedule to the Engineer for

approval a minimum of five working days prior to commencing any work. Schedule may be bar chart or CPM style.

The Engineer will review the schedule and may require the Contractor to modify the schedule to conform to the requirements of the Contract Documents. If work falls behind the approved schedule, the Contractor shall be prohibited from starting additional work until Contractor has exerted extra effort to meet the original schedule and has demonstrated that the ability to maintain the approved schedule in the future. Such stoppages of work shall in no way relieve the Contractor from the overall time of completion requirement, nor shall it be construed as the basis for payment of extra work because additional personnel and equipment were required on the job."

6-7 TIME OF COMPLETION

6-7.1 General. Add to this section: "This contract term is for a period of 33 months. The City and contractor may elect to exercise an extension of this Contract for two additional twenty-four month terms. Contract extensions are also contingent upon satisfactory performance of the Contractor. An inflation factor rate of up to 5% based upon the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI) may be applied to the contract prior to execution of extension if approved by the Director of Public Works."

6-7.2 Working Days. Revise 3) to read: "any City holiday, defined as January 1st, the third Monday in January (Martin Luther King Day), the third Monday in February (President's Day), the last Monday in May (Memorial Day), July 4th, the first Monday in September (Labor Day), November 11th (Veterans Day), the fourth Thursday and Friday in November (Thanksgiving and Friday after), December 24th (Christmas), December 31st (New Year)."

6-7.4 Working Hours. Normal working hours are limited to 7:00 a.m. to 4:00 p.m., Monday through Friday.

The Contractor, subcontractors, suppliers, etc., shall not generate any noise at the work site, storage sites, staging areas, etc., before or after the normal working hours prescribed above.

Should the Contractor elect to work outside normal working hours, Contractor must first obtain special permission from the Engineer. The request may be for 4:30 p.m. to 6:30 p.m. on weekdays or 8:00 a.m. to 6 p.m. on Saturday only. A request for working during any of these hours must be made at least 72 hours in advance of the desired time period. A separate request must be made for each work shift. The Engineer reserves the right to deny any or all such requests. Additionally, the Contractor shall pay for supplemental inspection costs of **\$110.00** per hour when such time periods are approved.

6-9 LIQUIDATED DAMAGES.

An invoice will be submitted at the end of each month for completed work in that month. Incomplete work, work not preformed, areas not complete within the applicable time frame or areas not in compliance with the standards and requirements set forth in these Special Provisions will be deducted from the monthly invoice and may be subject to liquidated damages. The City will inspect on an As needed basis. Items not complete will be documented on a Deficiency/Action document that is required to be corrected before or on the next scheduled service day. Items that appear repetitively on the Deficiency /Action form may be subject to liquidated damages. The contractor will have 10 calendar days to complete all items on the Deficiency/Action form. All items not completed within 10 days will be subjected to liquated damages in which the Contractor shall pay to the City of have withheld moneys due it, the daily sum of \$1,000.

The intent of this section is to emphasize to the Contractor the importance of prosecuting the work in an orderly preplanned continuous sequence so as to minimize inconvenience to residences, businesses, vehicular and pedestrian traffic, and the public as a result of construction operations.

SECTION 7--RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES. Add to this section: "A noise level limit of 86 dbA at a distance of fifty feet shall apply to all construction equipment on or related to the job, whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel."

7-8 PROJECT SITE MAINTENANCE

7-8.5 Temporary Light, Power and Water. Add to this section: "If the Contractor elects to use water, he shall arrange for a meter with the Golden State Water Company.

Water used during construction shall be paid for by the Contractor. This includes water for flushing and pressure testing water lines, compaction, irrigation during maintenance period for landscaping, etc."

7-8.6 Water Pollution Control. Add to this section, "The City of Stanton places a high priority on keeping materials from entering the storm water system. The Contractor shall prepare, submit (to the City and Caltrans), and adhere to a Storm Water Pollution Prevention Plan (SWPPP) including best management practices for containing any wastewater or storm water runoff from exiting the project site. The City of Stanton will monitor the adjacent storm drains and streets for compliance. Failure of the Contractor to follow SWPPP will result in immediate cleanup by City and back-charging the Contractor for all costs plus 15 percent. The Contractor may also receive a separate Administrative Citation per the City's Municipal Code.

The SWPPP will be approved by the Engineer prior to the start of construction, and shall be available on the construction site at all times. The SWPPP shall be prepared in accordance with the Caltrans standard template, which can be obtained online at: <http://www.dot.ca.gov/hq/construc/stormwater/templates.htm>

Waste Discharge Requirements for Discharge of Storm Water Associated with Construction Activities:

- a) The Contractor is required to adhere to the provisions of the Federal Clean Water Act as regulated by the U.S. Environmental Protection Agency in Code 40, Code of Federal Regulations (CFR) Parts 122, 123, 124, the Porter-Cologne Act (California Water Code), the Waste Discharge Requirements for Municipal Storm Water Discharges within the County of Orange and the National Pollution Discharge Elimination System (NPDES). Copies of the suitable Best Management Practices (BMPs) from the California Stormwater Quality Association (CASQA), Stormwater Best Management Practice Handbook for Construction Activities are available for review at the offices of the AGENCY's City Engineer or can be found at www.cabmphandbooks.com. The following BMPs are included by reference.
 - 1) **Saw Cutting:** Shovel or vacuum saw-cut slurry and remove from site. Downstream catch basins, storm drains, and sewer manholes are to be barricaded or covered to contain slurry during saw-cutting operations. Refer to BMP NS-3, Paving and Grinding Operations, and SE-10, Storm Drain Inlet Protection from the BMP Handbook.
 - 2) **Concrete Truck Washout:** Washout of concrete trucks will not be allowed in the gutters, paved street, or catch basin. Washout on the surface will be allowed only if the runoff from such a discharge can be contained and not be allowed to enter any catch basin, storm drain, or sewer manhole. Refer to BMP WM-8, Concrete Waste Management in the BMP Handbook.
 - 3) **Street Sweeping:** Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete. Refer to BMP SE-7, Street Sweeping and Vacuuming in the BMP Handbook.
 - 4) **Spill Prevention:** Care shall be taken to prevent any spills or leakage from entering the storm drain system. Refer to BMP WM-4, Spill Prevention in the BMP Handbook. Construction vehicles should be checked daily for leaking fluids.
 - 5) **Solid Waste/Stockpile Management:** Throughout all phases of construction, including suspension of work, and until the final acceptance, the Contractor shall keep the site clean and free from rubbish and shall keep stockpiles of materials protected from storm water runoff. Refer to BMP WM-3, Stockpile

Management and WM-5, Solid Waste Management in the BMP Handbook

- 6) Sanitary and Septic Wastes: The contractor will provide portable toilets, located away from the drainage patterns and will provide for maintenance as required by a licensed Waste management company. Refer to BMP WM-9, Sanitary and Septic Wastes in the BMP Handbook.

The cost for conforming to the provisions of the Federal Clean Water Act, the NPDES and as specified in this special provisions document shall be provided as part of the mobilization bid item. No additional compensation will be allowed.

7-8.6.1 NPDES PERMIT. The Contractor shall comply with all conditions of the City's NPDES Permit including staff training and submittal of reports for fertilizers and pesticides. Documentation will be provided to the City for inclusion into the City's NPDES program.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall repair or replace all existing improvements within the right-of-way that are not designated for removal (e.g., curbs, gutters, sidewalks, driveways, walks, signs, utility installations, pavement, structures, traffic striping and pavement legends, etc.) which are damaged or removed because of its operations.

When existing planted areas are regarded, removed and replaced because of the Contractor's operations, the soil in these areas shall be adequately prepared, graded and compacted and the area replanted in-kind. Lawn areas shall be reseeded and lawn topper placed. Areas not showing growth of planted areas shall be replanted until the plants and ground cover show establishment of growth.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access. Add to this section: "The Contractor shall provide traffic control and access in accordance with Section 7-10 of the Standard Specifications and the Work Area Traffic Control Handbook (WATCH), also published by Building News, Inc.

Pedestrian access to all storefronts, offices, residences within the limits of work must be maintained at all times. The Contractor shall cooperate with the Engineer to provide advance notice to any and all establishments whose access will be impacted by construction operations, particularly sidewalk construction. The Contractor shall furnish and install signage, barricades, delineators, yellow safety ribbon, and any other measures deemed necessary by the Engineer to safely direct the public around areas of construction."

7-10.2 Storage of Equipment and Materials in Public Streets. Delete the first paragraph and add the following: "Construction materials and equipment may only be stored within the public right of way if approved by the City. It shall be the sole

responsibility of the Contractor to protect equipment and materials from Theft, Vandalism, Graffiti, etc.

7-10.3 Street Closures, Detours and Barricades. Add to this section: "All traffic control shall conform to the provisions of the WORK AREA TRAFFIC CONTROL HANDBOOK (W.A.T.C.H.), Latest Edition. In addition, traffic control shall meet the following requirements:

1. Emergency vehicle access shall be maintained at all times.
2. The locations and wordings of all barricades, signs, delineators, lights, warning devices, parking restrictions, and any other required details shall ensure that all pedestrian and vehicular traffic will be handled in a safe manner with a minimum of inconvenience to the public.
3. All advanced warning sign installations shall be reflectorized and/or lighted.
4. The Contractor shall accommodate the City's trash collection and street sweeping. If the Contractor elects to work and impact either service, it shall be the Contractor's responsibility to make alternative trash collection and street sweeping arrangements, at their sole expense."

7-10.4 Safety

7-10.4-1 Safety Orders. Add to this section: "The Contractor shall be solely and completely responsible for conditions of the job-site, including safety of all persons and property during performance of the work, and the Contractor shall fully comply with all State, Federal and other laws, rules, regulations, and orders relating to the safety of the public and workers.

The right of the Engineer or the City's Representative to conduct construction review or observation of the Contractor's performance shall not include review or observation of the adequacy of the Contractor's safety measures in, on, or near the construction site."

7-10.5 "No Parking" Signs. The Contractor shall install, and maintain in place "NO PARKING-TOW AWAY" signs (even if streets have posted "NO PARKING" signs) which he shall post at least forty-eight hours in advance of the need for enforcement.

The Contractor shall print the hours and dates of parking restriction on the "NO PARKING -TOW AWAY" sign in 2-inch high letters and numbers. A sample of the completed sign shall be reviewed and approved by the Engineer prior to posting."

7-10.7 Notices to Residents. Forty-eight hours prior to the start of construction, the Contractor shall distribute to the residents a written notice clearly indicating specific dates in the space provided on the notice stating the work to be done, when construction operations will start, what disruptions may occur, and when construction will be complete. An interruption of work at any location in excess of 14 calendar days

shall require re-notification. The Contractor shall insert the applicable dates and times at the time the notices are distributed.

7-15 CONTRACTOR'S LICENSES. At the time of the award and until completion of work, the Contractor shall possess a "C-27" Contractor's License in the State of California. At the start of work and until completion of work, the Contractor and all Sub-contractors shall possess a Business License issued by the City of Stanton.

SECTION 9---MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General. Revise paragraph two to read: "The unit and lump sum prices bid for each item of work shown on the proposal shall include full compensation for furnishing the labor, materials, tools, and equipment and doing all the work, including restoring all existing improvements, to complete the item of work in place and no other compensation will be allowed thereafter. Payment for incidental items of work not separately listed shall be included in the prices shown for the other related items of work. The following items of work pertain to the bid items included within the Proposal:

FULL SERVICE

Item No. 1 Stanton Park: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 2 Hollenbeck Park: All maintenance standards and all related work as required by the Contract Documents apply here. Also included are the ficus vines growing on the fence and all encroaching vegetation, including tree branches to the property line. The non-irrigated area in the center is included for gophers, litter, weed abatement and hazards for safety.

Item No. 3 Veteran's Memorial Park: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 4 Date Ave. & Katella Ave. Pocket Park: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 5 Zuniga Park: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 6 Premier Park: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 7 Beach Blvd. and Orangewood Ave. Pocket Park: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 8 Harry M. Dotson Park: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 9 Katella Ave. Linear Park: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 10 Stanton Central Park: All maintenance standards and all related work as required by the Contract Documents apply here. This park is presently under construction and maintenance will begin approximately in one year (June 2016). No work will occur and no billing will be submitted during construction or before actual maintenance begins.

Item No. 11 Beach Boulevard Planted Median: All maintenance standards and all related work as required by the Contract Documents apply here. In addition to maintenance of the landscaping in the median, the contractor will be required to pick up trash/debris and broom sweep the stamped concrete on the center medians once per week. The present landscaping will be renovated with a new landscape during the contract period. Maintenance will cease during the re-landscape and will not be billed. Maintenance will resume following the end of the Landscape contractors maintenance period.

Item No. 12 Katella Avenue Planted Median: All maintenance standards and all related work as required by the Contract Documents apply here. In addition to maintenance of the landscaping in the median, the contractor will be required to pick up trash/debris and broom sweep the stamped concrete on the center medians once per week.

Item No. 13 Chapman Avenue Planted Median: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 14 Bradford Street/Bradford Place Planted Median: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 15 Cerritos Avenue Planted Median: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 16 Village Center Drive Planted Median: All maintenance standards and all related work as required by the Contract Documents apply here. In addition to maintenance of the landscaping in the median, the contractor will be required to pick up trash/debris and broom sweep the stamped concrete on the center medians once per week.

Item No. 17 Chapman Avenue Planted Parkway: All maintenance standards and all related work as required by the Contract Documents apply here. Street tree cut outs, sidewalk, curb and gutter are included.

Item No. 18 Cerritos Avenue Planted Parkway: All maintenance standards and all related work as required by the Contract Documents apply here. Street tree cut outs, sidewalk, curb and gutter are included.

Item No. 19 Court Street Planted Parkway: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 20 Katella Blvd. parkway cut outs: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 21 Stanton Community Service Center: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 22 Stanton City Hall: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 23 Stanton Sheriff's Station: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 24 Stanton City Corporate Yard: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 25 Stanton Library: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 26 Trimming Ivy on Wall along Beach Boulevard: Work under this item shall include trimming of ivy on all sides of the wall, litter pickup, removal of trimmed material, and all other related work as required by the Contract Documents.

Item No. 27 Orangewood Street End: All maintenance standards and all related work as required by the Contract Documents apply here.

Item No. 28 Strawberry Field at 8232 Lampson Ave: All maintenance standards and all related work as required by the Contract Documents apply here. Maintenance is limited to weed control and litter/debris removal.

Item No. 29 Trimming of Ivy on Wall at Idylwide Dr./Asbury Ave.: Work under this item shall include trimming of ivy on top side of the wall and sidealks, litter pickup, removal of trimmed material, and all other related work as required by the Contract Documents.

Item No. 30 Sound Wall on North side of Katella Avenue, Between Dale Avenue and Magnolia Avenue: Work under this item shall include trimming of ivy on all sides of the wall, litter pickup, removal of trimmed material, and all other related work as required by the Contract Documents.

Item No. 31 Irrigation Maintenance Citywide: Work under this item shall include maintenance of entire irrigation system and all other work as required by the Contract Documents. Work under this item shall include all labor, materials, tools, equipment, and incidentals necessary to maintain the City's irrigation system.

Item A1 Alternate Bid 1: All maintenance standards and all related work as required by the Contract Documents apply here.

Item A2 Alternate Bid 2: All maintenance standards and all related work as required by the Contract Documents apply here.

Item A3 Alternate Bid 3: All maintenance standards and all related work as required by the Contract Documents apply here.

Item A4 Alternate Bid 4: The certified arborist will be responsible for inspecting tree planting, tree trimming, and identifying hazardous tree conditions within the City. Also, occasional support for professional recommendations on City projects may be required.

9-3.2 Partial and Final Payment. Add to this section: "Partial payments for mobilization and traffic control shall be made in accordance with Section 10264 of the California Public Contract Code."

**PART 3
CONSTRUCTION METHODS**

SECTION 300---EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.3 Removal and Disposal of Materials

Add to this Section: "Removal and disposal of material shall be done by PER CITY Franchise Agreement and 90-66 C&D Ordinance. A copy of both can be obtained at the Public Works Counter of City Hall.

**PART 7
LANDSCAPE MAINTENANCE**

700-1 WEED CONTROL

The Contractor is responsible for keeping all areas free of weeds. For the purpose of this specification, a weed will be considered as any undesirable or misplaced plant. The Director of Public Works may restrict the use of chemical weed control in certain areas. Weed control is required to be a continuing weekly activity and can be mechanical or chemical. The Contractor shall supply the City with a Pest Control Advisor's recommendation for all chemicals requested to be used indicating each location included for use and name of weed to be controlled.

Monthly Chemical Use Report detailing what chemicals (pesticides/fungicides/herbicides/insecticides/miticides/bactericides) have been used, the quantity, and location of said chemicals are to be submitted monthly to the Public Works Director.

The Contractor is required to submit a copy of the permit issued by the Orange County Department of Weights and Measures for the use of each chemical requested for use in the City at the beginning of the Contract period. The Contractor shall provide to the Director of Public Works a booklet containing complete chemical labels that include brand name, product name, EPA registration number, EPA establishment number, manufacturer's name and address, ingredients, common name, chemical name, inert ingredients, net contents, signal words, precautionary statements, hazards to humans and domestic animals, environmental hazards, physical and chemical hazards, first aid or statement of practical treatment, direction for use, storage and disposal. Additionally, Material Safety Data Sheets shall be included in the booklet. All requirements from the

Orange County Department of Weights and Measures shall be followed to include a 'Notice of Intent' when required by this Department. A written description of the weed control program will be submitted to the Public Works Director at the beginning of the Contract periods. All chemicals to be used in the City will be approved by the Public Works Director prior to use. Contractor shall survey the grounds to:

- a. Identify weeded areas weekly, and
- b. Implement a plan/method (i.e. hand removal, mulch and/or chemicals) for removal. After weeds are cleared from a given area, mulch is recommended to reduce weed growth in the future. Continuous removal of weeds is required. More permanent preventative measures, i.e. mulching is recommended.
- c. Turf, planter, and hardscape areas shall be continually monitored to maintain a weed free condition. The use of pre and post- emergent herbicides based on Pest Control Recommendations may be necessary on an on-going basis. Prevention of Poa annual and Crabgrass is the responsibility and expense of the Contractor. All Kikuaya and Bermuda grass that invades a pre-dominantly fescue grass is the responsibility of the contractor to eradicate, repair and establish and is included in the contract price.
- d. Fungicides shall be applied based on Pest Control Advisor Recommendations to prevent or correct any fungal problems. The contractor shall calibrate all chemical application equipment prior to each use to insure chemicals are applied that the rate specified. All rubber hoses shall be made of neoprene rubber or equivalent material, shall be free of cracks, and shall not be weathered. All pressurized spray equipment shall be kept in a state of good repair, safe to operate, and shall be equipped with appropriate pressure regulators, gauges, and relief valves. A dedicated sprayer for herbicide and a dedicated sprayer for pesticide/fungicide/herbicides are required.

700-2 TURF MAINTENANCE

700-2.1 MOWING.

700-2.2

All turf areas shall be mowed once per week. Exact dates shall be set on annual calendar to provide 52 mows per year. Work shall be performed on the same day each week. General turf areas will be mowed at a height consistent with the growth of the grass variety. Cool season turf grass shall be cut approximately 25% higher during hot summer weather. All mowing equipment shall be maintained in order to provide the sharpest and cleanest cut of the individual grass blades. All perimeter edges will be mowed as low as possible without scalping for improved sprinkler function. Mowers shall be cleaned after each park is mowed to prevent the transfer of weed seeds, stolons, rhizomes and diseases. All Kikuaya and Bermuda grass that invades a pre-dominantly fescue grass is the responsibility of the contractor to eradicate, repair and establish at the contractor expense. The Contractor is responsible to change the mowing direction each week. All curb and gutter, sidewalks and walks, handicapped ramps and concrete areas will be clean and free of soil and weeds. All gopher mounds in the grass landscape areas or spilling into the gutter will be removed, filled with soil and the gophers eradicated.

Turf shall be swept, vacuumed, or otherwise cleaned to maintain a neat appearance at all times. Turf clippings and debris shall be removed the same day of each mowing, trimming, or edging operation and shall be removed from the site.

Mowing shall not be performed when wet soil conditions from rain or over irrigation will result in damage to the lawns. The skipped lawns shall be mowed as soon as possible once the soil conditions enable mowing without damage.

EDGING.

All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing. Mechanical methods shall be used except where physically not possible or practical. This will include hand push mowers, nylon line trimmers, edger, and hand clipping where necessary. Trimming around sprinkler heads and obstacles will be done. Trees that are damaged due to improper use of edging tools or mowers are the responsibility of the contractor to repair or replace. Chemical application may be used on areas such as planters, buildings, around trees along asphalt trails/paths, around sports field equipment, fence lines, sprinkler heads, etc only with prior approval. Prior to application of chemicals, all areas shall be trimmed to proper mow heights. Contractor shall use non-restricted chemicals only to perform chemical edging. Chemicals shall be approved by the Public Works Director prior to use. The contractor shall supply the Public Works Director with a monthly chemical use report at the end of each month. The chemical use report shall list the types, quantities, dates, and locations of all chemicals used. Chemicals shall only be applied under the supervision of persons possessing a valid California Pest Control Operator's License. Records of all chemical application operations, "Notice of Intent" authorizations, dates, times, methods of application, chemical formulations, applicators name and weather conditions at the time of application shall be made, retained and included in the monthly report to the Public Works Director. Records shall be retained in accordance with Orange County Department of Agriculture regulations. All walkways, roadways, trails or other areas dirtied by edging operations shall be cleaned and all debris disposed of off-site prior to the completion of that day's operations or the end of the day, whichever occurs first. Excessive spraying or blanket spraying is not allowed except with the approval of the Public Works Director or approved representative.

700-2.3 WATERING.

An automatic irrigation system is provided at most sites for the contractor's use to maintain optimum soil moisture content to ensure healthy, vigorous growth, but shall not be intended as the only means of irrigation. The Contractor shall be responsible to protect the irrigations systems at all sites from damage during the course of maintenance activities. All turf areas shall be irrigated as required to maintain adequate growth and appearance. All irrigation shall take place as required by Golden State Water due to drought condition. No irrigation shall take place on weekends, except when approved by the Public Works Director. Contractor shall monitor the requirements of the plant material, soil conditions, seasonal temperature variations, wind conditions

and rainfall and shall recommend appropriate changes in duration of watering cycles. Contractor shall respond within 2 hours of any request by the Inspector to turn on/off irrigation systems, particularly in respect to rainfall. All irrigation shall be turned OFF during rain events and turned on only after dry weather requires irrigation to conserve water and reduce water costs. In the event that an irrigation system is broken or in need of maintenance it shall be the sole responsibility of the contractor to hand water all landscaping. State requirements or Golden State Water Company requirements to adhere to the restrictions addressing the drought shall be implemented to include proper two days of the week and shut down after measurable rain and as modified during the term of the contract. Any penalties due to improper irrigation shall be paid by the contractor.

700-2.4 FERTILIZATION.

All turf areas are to be fertilized 6 times a year. Fertilizer shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilizer is broadcast. The contractor shall supply the City with a bimonthly fertilizer report. The fertilizer report shall be due by the 10th of the month for the previous month and shall include types, quantities, and locations of fertilizers used. All damages to landscaping resulting from use of fertilizers shall be repaired or replaced at the expense of the contractor. Attention to schedule fertilization on days that follow scheduled irrigation to reduce the amount of water used to flush the granules into the grass is necessary.

- Turf shall be fertilized at a rate of 1-pound actual nitrogen per 1000 sq. ft. every 2 months
- Fertilization shall be performed to maintain a consistent deep green
- Fertilizer shall have an analysis of 16-6-8
- Fertilizer shall be applied in granular form by use of a rotary spreader. If uneven distribution of the fertilizer results in stripped, banded, spotty, blotched, yellow, burnt or streaked grass, a drop spreader shall be used.
- In the event of uneven distribution of the fertilizer, the contractor shall correct the deficient areas with additional fertilizer and the burnt areas with water, seed and top-dress.
- Fertilizer will be watered in sufficiently to prevent burning and penetrate the soil.

700-2.5 RESEEDING.

All bare, worn or sparse areas in the turf shall be reseeded within 15 days of direction from the city to reestablish turf to an acceptable condition. All areas to be reseeded shall be aerated, raked or verticut to remove all thatch and provide a rough (scarified) seedbed suitable for seeding. Areas to be reseeded shall be fertilized to provide one (1) to one and a half (1 ½) pounds of nitrogen per thousand square feet. Chemical formulation of fertilizer to be used shall be 16-6-8 unless approved by the Public Works Director. Granular Gypsum (Soil Buster) shall be applied at 20 lbs. of product per thousand (1,000) square feet. Once the seed has been applied, the contractor shall

manually irrigate thoroughly with a hose for a period of one week. Irrigation shall continue until 90% of all seed has sprouted and is in a vigorous state of growth. The contractor shall monitor all irrigation so that damage does not occur to property or the application of the seed. The seed type shall be Perennial Rye applied at a rate of 10 lbs./1,000sq. ft.

700-2.6 THATCH/VERTICUT/OVERSEEDING.

All turf areas are to be reviewed for thatch build up and shall be scheduled for thatching as required by the Public Works Director. All lawns may be required to be thatched. Thatching operations will be scheduled for the first week in October. The operation can be managed with a few options to either cut the grass low before or after thatching. All lawns that are thatched shall be thatched in two opposing directions with thatching blades that cut the stolons and scarify the soil surface without excessive penetration (less than ½ inch) at 2-3 inches on center. All thatch shall be removed manually or with a vacuum daily. It is recommended to aerate and fertilize at the same time. All seed used in innerseed/overseed operation shall be Perennial Rye (Stovers VIP or equal) applied at a rate of 10lbs./1,000 sq. ft. Seed quality shall meet the following criteria:

- Minimum purity shall be 98% weed free for all grasses.
- Minimum germination rate shall be 85% for all grasses.
- No seed shall be applied without prior verification of seed quality by the City.

Once the seed has been applied, the contractor shall irrigate thoroughly for a period of one week. Irrigation shall continue until 90% of all seed has sprouted and is in a vigorous state of growth. The contractor shall monitor all irrigation so that damage does not occur to property or the application of the seed.

All green waste removal costs from these operations are the responsibility of the Contractor and included in the contract price.

700-2.7 AERATION.

All turf areas shall be aerated twice per year. Aeration shall be accomplished by removing 1" diameter by 3" deep cores at a maximum spacing of 5" on center by use of a mechanical aeration machine. All cores shall be removed from the turf and disposed of off-site or thoroughly pulverized before leaving the site or by the end of the work day. No plug shall be left overnight. All walkways, roadways, trails, landscaped areas or other areas dirtied by aeration operations shall be cleaned and all debris disposed of offsite prior to the completion of this operation or the end of the day, whichever occurs first. All irrigation heads, valves, quick couplers and other improvements that can be damaged by the aeration operation shall be flagged and/or protected prior to starting.

700-3 SHRUBS/GROUND COVER MAINTENANCE

700-3.1 WATERING.

All shrubs/groundcover areas shall be irrigated as required to maintain adequate growth and appearance. Contractor shall monitor the requirements of the plant material, soil conditions, seasonal temperature variations, wind conditions, and rainfall and shall recommend appropriate changes in duration of watering cycles. Special watering required during daytime hours, such as after fertilization, during periods of extreme dryness or heat, and during manual irrigation cycles shall be included. Irrigation during the daytime hours to water in fertilizer, establish seed or test systems require the presence of the irrigation technician or a qualified crew member. Contractor shall respond within two (2) hours of any request by the City to turn on/off irrigation systems, particularly in respect to rainfall. All damages resulting from under or over watering shall be repaired at the Contractor's expense. This includes plant replacement and establishment.

700-3.2 FERTILIZATION.

All shrubs/groundcover areas shall be fertilized four times a year. All proposed chemical formulations shall be approved prior to use. Groundcover areas shall be free of moisture on the leaves but the soil must be moist at the time of fertilizer application. Application of the fertilization shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast. The contractor shall supply the inspector a quarterly fertilizer report which includes location, type, and quantity of all fertilizer used.

- Fertilizer shall be applied at a rate of 1 pounds of actual nitrogen per 1000 sq. ft.
- Specific fertilizers shall be applied to correct deficiency. Diagnosis of a deficiency is the responsibility of the Contractor and may require a soil test or tissue analysis for ongoing problems
- Care should be exercised to avoid burning the plants in hot weather
- All fertilizer is to be thoroughly watered into the soil immediately after application
- All palm trees shall be fertilized with a fertilizer specifically formulated for the particular needs of Palms. Queen Palm are the City tree and are seen uniformly around the city. Yellow fronds indicate normally a need for nitrogen but this may not be the only element deficient. Queen palm will benefit from nitrogen in the Aminical form, i.e: Ammonium Sulfate as well as specific palm fertilizer or a combination.

700-3.3 GROUNDCOVER.

Groundcover areas shall be maintained in a manner, which will promote the healthy growth of the plant material in a neat but natural state while removing weed infestations. All groundcover shall be trimmed to restrict growth from sidewalks, trees, shrubs, trails, behind curbs, and from private property.

Edging shall be clean with well-defined lines. In cases where ground covers of different types grow adjacent to another ground cover, trimming to keep a well defined edge

between types is required. Some areas of groundcovers are meant to grow together and separation is not required. Some groundcovers of less importance will be required to be trimmed or removed to allow the more desirable ground cover to spread. Replanting bare areas is required to maintain the continuity of the ground cover. Replacement plant types are required to be approved by the Public Works Director. This shall include all existing bare areas regardless of their condition before the contract was awarded.

700-3.4 SHRUBS/VINES.

All shrubbery shall be trimmed as needed to maintain a neat and attractive appearance. In addition, all shrubs shall be trimmed so as to not encroach into walkway and off structures. Excessive trimming or thinning is not allowed. Removing some lower growth to allow better sprinkler coverage is permitted but no more than 6-8 inches is allowed without prior approval from the City. Sprinkler modification to address poor coverage is preferred to maintain an attractive landscape. Remove dead, damaged or diseased limbs as necessary. All leaves shall be raked from under the shrubs after each pruning, and all trimmings and debris shall be removed and disposed of off-site at the end of each day's work.

Formal hedges are plants that can be trimmed with a power hedge trimmer. All other shrubs shall be allowed to grow informally, but neat and contained within the planter by use of hand pruning clippers.. All shrubs and vines shall be kept free of dead parts. Vines shall not grow into or on trees or shrubs. Vines shall be pruned for health and kept in an open, airy appearance if attached to a wood post, trellis, arbor, etc. Vines on walls will be pruned for a 'tight clinging' effect.

All flowering shrubs/perennials are required to be kept free of dead flowers and leaves. Yellow and brown leaves are required to be removed.

700-4 IRRIGATION SYSTEM

The entire irrigation system, to include all components from connection at meters, shall be maintained in an operational state at all times. This coverage applies but is not limited to: all controllers, remote control valves, master valves, flow sensors, gate valves, backflow devices, main and lateral lines, sprinkler heads, quick couplers, hose bibs and moisture sensing devices.

All irrigation shall take place during the week starting Sunday night/Monday morning through Thursday night/Friday morning. No irrigation shall take place on weekends, except when explicitly approved by the Public Works Director.

Contractor shall provide personnel fully trained in all phases of landscaping and irrigation systems operation, maintenance, adjustment, and repair; in all types of components to include electric control clocks, valves and sprinkler heads; and with all brands and models of irrigation equipment. This shall include one certified irrigation technician at all times when the crew is performing maintenance. Scheduling to

conserve water and adhere to State mandates/Golden State Water Company is the responsibility of the Contractor.

All irrigation systems shall be inspected weekly for repairs and tested a minimum of once per month in accordance with the following:

- A schedule shall be submitted at the start of the contract showing the location and date that each system will be tested. Any changes shall be submitted for approval prior to enactment.
- All systems shall be adjusted in order to :
 - a. Provide adequate coverage of all landscape areas;
 - b. Prevent excessive runoff and/or erosion;
 - c. Prevent watering roadways, facilities such as tennis, basketball or handball courts, walkways, trails, fences and private property.
- All system malfunctions, damage, and obstructions shall be corrected daily.
- In addition to monthly testing, all irrigation systems shall be inspected daily.
- Adjustment, damage and repairs shall be divided into the following categories and actions:
 - a. All sprinkler heads shall be adjusted to maintain proper coverage. Maintenance shall include all repair, replacement and adjustments to heads to provide a functional system. Cleaning, flushing heads and lines and removal of obstructions are included in the contract price.
 - b. All damage resulting from the Contractor's operations shall be repaired or replaced prior to the end of the work day at the Contractor's expense.
 - c. Repairs for causes other than the Contractor's operations shall be divided into included and extra billable repairs. Included repairs are all components after the valve to the end of the sprinkler line but do not include quick couplers, flow sensors, master valves, main pressure lines or gate valves. The cost for these repairs shall be included in the costs for operation and maintenance of the irrigation system. Extra billable repairs shall include all valves, backflows, meters and mainlines, flow sensors, gate valves, quick couplers and will be paid in accordance with the provisions of extra work. Vandalized irrigation systems or damage by other contractors is extra billable. Documentation of vandalized irrigation or destruction by other contractors is required with pictures.

- d. Backflow Device certification costs are included in the contract price but repairs to backflow devices are not.
- Repairs to the irrigation system shall be completed within eight (8) hours after approval from the City on major component damage such as broken irrigation lines, defective or broken valves and within sixteen (16) hours after approval from City on repairs to sprinkler heads and other minor items.
- All replacements shall be approved by the City.
- Contractor shall maintain an adequate stock of medium and high usage items for repair of the irrigation system.
- Contractor shall implement repairs in accordance with all effective warranties and no separate payment will be made for repairs on equipment covered by warranty.

Contractor shall pay for all excessive water usage due improper use of the irrigation controller or failure to repair malfunctions on a timely basis or unauthorized increases in the frequency of irrigation. Costs will be determined by calculating the excessive CCF use above normal or approved. Costs to be deducted from payments will be presented to the Contractor by the City prior to actual deductions to allow for explanations.

The cost for the routine maintenance and staff (including irrigation technician) shall be placed into the individual bid items for maintenance. This includes but is not limited to replacement of all sprinkler heads regardless of their condition before the award of the contract.

The contractor shall submit a pricing sheet for standardized items that are considered extra billable within the first month of service. All irrigations systems are to be audited in the first month to document their present condition with recommendations for repair for items not included in the scope of the contract. All items requiring repair and included in the contract price at required to be completed in the first two months. All work shall be approved by the City Engineer prior to start of construction.

Irrigation Controllers will require a chart with descriptions to indicate where each station controls. This will be placed in the controller and one copy delivered to the Public Works Director within the first two months of the contract. The Irrigation Technician will check all irrigation controllers weekly and make necessary changes and date a new form that documents the present programs and changes. All program forms for all controller will be submitted to the Public Works Director weekly.

700-5 GENERAL MAINTENANCE

700-5.1 HARDSCAPE AND SOFTSCAPE AREAS.

All animal feces or other materials detrimental to human health shall be removed on the normal scheduled service day. All broken glass and sharp objects shall be removed and areas shall be inspected and maintained in a neat, clean and safe condition. All areas

shall be raked to remove leaves and debris on a service day. All play, sports equipment, bleachers, benches, tables, trash cans, gates, rails, posts, fences, barbecues, gazebos, signs and all other park amenities shall be monitored for vandalism, safety hazards and serviceability each service day. Deficiencies shall be reported in writing immediately to the City.

700-5.2 SAND/WOODCHIP AREAS.

These areas shall include tot lots, play areas, etc. All areas shall be maintained weed free. During the first week of every month, all sand areas shall be raked to the maximum depth that will allow complete loosening of the sand but will not cause lower base materials to be mixed in with the sand. Sand and wood chips shall be replenished as necessary to maintain optimum level in each area, generally level to six (6) inches below the top of the concrete curbing but dependent upon play equipment footing and final level shall be determined by the Inspector for each area. This is included in the cost of the contract.

700-5.3 TRASH REMOVAL AT CITY PARKS.

Trash receptacles shall be emptied each service day. All trash can be dumped at the Stanton Park dumpsters for disposal. In the event these dumpsters are full, the Contractor will be responsible for disposal of excess trash.

700-5.4 TREE TRIMMING.

During work operations, the Contractor shall trim all trees within the boundary of the maintained area for vertical and horizontal clearance. Trimming is limited to branches within 12 feet above grade to maintain vertical clearance of 8 feet over sidewalks, and pedestrian areas to include grass lawns. Branches or foliage over an Arterial or collector street is required to be maintained to 14 feet above grade. Neighborhood streets are to 8 feet. Trimming or removal of significant branches is not approved but will be determined by the City Forester or the Public Works Director. The trimming of trees to 12 feet is also intended to remove water sprouts to improve appearance and in some cases, traffic visibility. Trimming of heavy branches for safety within 12 feet above grade is included. All palm trees are included for frond, petiole and sheath removal to 12 feet. Sheaths on the palm trees are to be removed without harm or abnormal scarring of the trunk. Queen palms are included on a continual basis. All tree stake maintenance whether to be removed or re-staked are included.

700-6 PEST CONTROL

All insect pests to be treated shall be identified and life stage determined prior to treatment. All areas which may be adversely affected by chemical treatment operation shall be identified (i.e., waterways, food preparation sites and eating areas, and agricultural production areas) and all precautionary measures necessary shall be taken

to prevent contamination of these areas. All pesticides shall be applied in accordance with the label recommendations and shall be applied in an integrated pest management program. Chemicals and methods are to be approved by the City prior to implementation.

Pest include but are not limited to: snails, slugs, sow bugs, aphids, mites, scale, mealy bugs and Whitefly's All pests that cause excessive damage to any plants, shrubs, groundcover, trees, irrigation systems, facilities or cause erosion are included. It is intended to utilize integrated pest management to minimize chemical spraying.

700-6.1 RODENT CONTROL.

All turf and landscaped areas shall be maintained free of rodents to include gophers and moles. Rodent Control shall be performed in a safe manner and requires prior approval of the method. All rodents to be controlled shall be identified and feeding habits determined prior to treatment of the area. All mounds shall be raked level a minimum of twenty-four (24) hours prior to treatment. Soil shall be checked in the area to be treated to insure proper soil moisture exists prior to treatment. Traps shall be covered with soil once inserted into tunnel, to prevent vandalism and to ensure public safety. Any and all spilled bait shall be picked up immediately. All treated areas shall be inspected for dying animals after treatment on a daily basis. Contractor shall remove all dying animals and/or carcasses and dispose of them off-site prior to the end of each work day until area no longer requires further treatment. No traps are allowed to remain in public areas on the week-end. All chemical use requires a permit from the Agricultural Department and all requirements for post and notification are required.

700-6.2 DECOMPOSED GRANITE PATHWAYS

All D.G. (Decomposed Granite) pathways are to be kept weed free and free of ruts and holes. Weekly herbicide spraying of new weed seedlings is required. Mechanical weed removal, if necessary due to a lack of weekly maintenance, requires the D.G. to be raked and smoothed and re-compacted by adding water and using a vibrating plate. Paths are to be kept clean by use of a broom or very low rpm blower. Avoid excessive rpm's to eliminate dust clouds. All damage from park activities are required to be repaired to conditions approved by the inspector on a weekly or as required. All vegetation is required to be edged neatly without damage to the path or edge board.

700-6.3 PERFORMANCE STANDARDS

Turf

- Color-Even, uniform, green color, no streaks, spot
- Cut-No scalping with even cut throughout the turf
- Edging-Well defined and clean edges
- Weeds-Continuous weed control

Shrubs

- Neat and not excessively trimmed
- No dead flowers and dying leaves
- Healthy vigorous growth

Groundcover

- Density-no encroachment or bare areas
- Edging-Neat, clean edging throughout the property
- Weeds-No weeds visible or below groundcover height
- Bare ground-Cultivated or mulched
- General Health-No disease, insects, or fertility deficiencies

EXHIBIT "B"
SCHEDULE OF MAINTENANCE SERVICES

See EXHIBIT "A"

EXHIBIT "C"
COMPENSATION

See attached

Contractor shall provide a Performance Bond and Payment Bond pursuant to Sections 3.2.12.1 and 3.2.12.2 of this Agreement, executed by a surety meeting the qualifications described in Section 3.2.12.4.

BID SHEET Citywide Landscape Maintenance Services	
BIDDERS NAME:	VENCO WESTERN INC.

#	LOCATION	UNIT QTY	MONTHLY LANDSCAPING MAINTENANCE FEE	YEARLY LANDSCAPING MAINTENANCE FEE
PARKS				
1	Stanton Park	LS	1500.00	18000.00
2	Hollenbeck Park	LS	1200.00	14,400.00
3	Veteran's Memorial Park	LS	300.00	3600.00
4	Dale & Katella Pocket Park	LS	300.00	3600.00
5	Zuniga Park	LS	400.00	4800.00
6	Premier Park	LS	380.00	4560.00
7	Beach Blvd. and Oranewood Ave. Pocket Park	LS	380.00	4560.00
8	Harry M. Dotson Park	LS	380.00	4560.00
9	Katella Ave Linear Park (4 areas)	LS	410.00	4920.00
10	Stanton Central Park	LS	1300.00	15,600.00
Parks Totals			6,550.00	78,600.00
PLANTED MEDIANS				
11	Beach Blvd. (From Garden Grove Blvd. to 320 ft. North of Starr St.) *Re-landscape during contract period	LS	1300.00	15,600.00
12	Katella Ave. (From Knott Ave. to include the 3 rd center median East of Beach Blvd.)	LS	850.00	10,200.00
13	Chapman Ave (From 800 ft. East of Beach Blvd. to Briarwood Ave.)	LS	446.00	5,352.00
14	Bradford Street/Bradford Place	LS	278.00	3,336.00
15	Cerritos Ave. (From Court Ave. to Dale Ave.)	LS	280.00	3,360.00
16	Village Center Drive (Beach Blvd. to South City Limit)	LS	280.00	3,360.00
Planted Median Totals			3,534.00	41,808.00

#	LOCATION	UNIT QTY	MONTHLY LANDSCAPING MAINTENANCE FEE	YEARLY LANDSCAPING MAINTENANCE FEE
PLANTED PARKWAYS				
17	Chapman Ave - (From 800 ft. East of Beach Blvd. to Briarwood Ave.) - both sides	LS	185.00	2,220.00
18	Cerritos Ave. (From Court Ave. to Dale Ave.) - both sides	LS	185.00	2,220.00
19	Court Street - (From Orangewood Ave. to Plaza Way) - both sides	LS	185.00	2,220.00
20	Katella Blvd. cut outs (Knot Ave. to Beach Blvd.)	LS	185.00	2,220.00
Planted Parkways Totals			740.00	8,880.00
BUILDING FACILITIES GROUNDS				
21	Stanton Community Services Center (11822 Paula Street)	LS	278.00	3,336.00
22	Stanton City Hall (7800 Katella Ave.)	LS	371.00	4,452.00
23	Sheriff's Station (11100 Cedar St.)	LS	185.00	2,220.00
24	Stanton City Corporate Yard (8100 Pacific St.)	LS	279.00	3,348.00
25	Stanton Library (7850 Katella Ave.)	LS	185.00	2,220.00
Building Facilities Grounds Total			1,298.00	15,576.00
MISCELLANEOUS				
26	Trimming Ivy on two walls along Beach Blvd (all sides and top)	LS	185.00	2,220.00
27	Orangewood Street End	LS	185.00	2,220.00
28	Strawberry Field at 8232 Lampson Ave	LS	100.00	1,200.00
29	Trimming of Ivy on wall at Idylwild Dr./Asbury Ave. (sidewalk and top sides)	LS	235.00	2,820.00
30	Sound Wall on North side of Katella Ave., Between Dale Ave. and Magnolia Ave.	LS	235.00	2,820.00
31	Irrigation Maintenance Citywide	LS	3200.00	38,400.00
Miscellaneous Totals			4,140.00	49,680.00

ALTERNATE BID 1 (BUILDING FACILITIES GROUNDS)

#	LOCATION	UNIT QTY	<u>'ON CALL'</u> EACH CLEARANCE
A1	Stanton Annex Building (7855 Katella Ave.)	LS	
Total Alternate Bid 1 in Numbers:			\$ 550.00
Total Alternate Bid 1 in Words:			FIVE HUNDRED fifty Dollars ZERO Cents

ALTERNATE BID 2 (WEED ABATEMENT)

#	LOCATION	UNIT QTY	<u>'ON CALL'</u> EACH CLEARANCE
A2	City lots	SF	
Total Alternate Bid 2 in Numbers:			\$.03
Total Alternate Bid 2 in Words:			NO Dollars THREE Cents

ALTERNATE BID 3 (WEED ABATEMENT)

#	LOCATION	UNIT QTY	<u>'ON CALL'</u> EACH CLEARANCE
A3	Alleys	LP	
Total Alternate Bid 3 in Numbers:			\$.05
Total Alternate Bid 3 in Words:			NO Dollars five Cents

The following prices are for non-exclusive emergency/call out work. The City reserves the right to use other contract services or in-house-forces in order to achieve the fastest response and best price for the City.

	Description	Unit	Unit Price
1.	Supervisor	Hourly	85.00
2.	Tree Trimmer	Hourly	140.00
3.	Ground person	Hourly	28.00
4.	Tractor/Loader Operator	Hourly	85.00
5.	Truck Driver	Hourly	75.00
6.	Chipper Truck Driver & Operator	Hourly	125.00
7.	Certified Arborist	Hourly	95.00

NOTE: The City reserves the right to award a contract in parts or in its entirety or for various alternates and reserves the right to reject all bids and re-advertise, as appears to be in its best interests of the City. The City will award the contract based on the Best Value (taking into consideration qualifications, experience, and costs). The City may choose to award the contract with any combination or none of the Alternate Bid items. The estimated quantities set forth in this Bid Sheet being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.

EXHIBIT "D"
INSURANCE REQUIREMENTS

1.1 Insurance. [CITY RISK MANAGER TO REVIEW PRIOR TO EACH USE]

1.1.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

1.1.3 Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability [INSERT "and Contractor's Pollution Liability"; OTHERWISE, ALWAYS DELETE]:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

1.1.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 Waiver of Subrogation. All required policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, its officials, officers, employees, agents and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.1.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15

days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 Failure to Maintain Coverage. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.10 Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.

1.1.11 Requirements Not Limiting. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents and volunteers as Additional Insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.

CITY OF STANTON

REPORT TO STANTON CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: September 8, 2015

**SUBJECT: CONSIDERATION OF AN ORDINANCE PERTAINING TO THE
REGULATION OF COFFEEHOUSES**

REPORT IN BRIEF:

Due to issues reported by local jurisdictions regarding beverage establishments that include adult-oriented features, the City Council is asked to consider an ordinance that regulates cafes, coffeehouses, and juice bars. Such regulations provide, among other things, that the business may not provide live entertainment and that employees such as waiters and waitresses must cover specified body parts while at the establishment.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Introduce Ordinance No. 1039, entitled:

**"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON,
CALIFORNIA, ADDING CHAPTER 5.70 (COFFEEHOUSES) TO TITLE 5
OF THE STANTON MUNICIPAL CODE"; and**

3. Set said ordinance for adoption at the regular City Council meeting of September 22, 2015.

BACKGROUND:

Surrounding cities have reported several issues related to food and beverage establishments in which the waiters and waitresses serve customers in various states of undress. Press reports regarding these same businesses indicate that they have been associated with lewd behavior, indecent exposure, stripping, prostitution, and money laundering in other locales.

For example, according to press reports, the baristas at one "bikini coffee shop" in Washington State were also selling sex acts. Snohomish County prosecutors charged the owner with promoting prostitution and money laundering.

Moreover, law enforcement found evidence of illegal gambling, nudity, and prostitution during raids of some Orange County, California cafes several years ago. As a result, some cities, such as Garden Grove, enacted stricter laws regulating coffeehouses.

ANALYSIS/JUSTIFICATION:

In order to address the issues potentially posed by coffee shops, tea houses, juice bars, and beverage establishments, Staff proposes that the City Council adopt an ordinance regulating such establishments. Such regulations include, among other things, that:

- Tinting or window coverings are not allowed, except as authorized under the City's sign ordinances. Peace officers should have an unimpaired line of sight into the interior of the business during business hours.
- No live entertainment is allowed in the establishment, unless the business abides by the City's live entertainment regulations and obtains a conditional use permit.
- No smoking is allowed in the business.
- Hours of operation are limited to 5 a.m. and 10:30 p.m.
- No person may expose certain body parts at any time, including male or female genitals, the anal region, or buttocks.
- No alcohol is allowed on the premises at any time.

If adopted, existing coffeehouses will be required to comply with the ordinance's requirements within 60 days from the law's effective date.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with CEQA requirements, this project has been determined to be exempt under Section 15061(b)(3).

LEGAL REVIEW:

The City Attorney's Office has drafted and reviewed the staff report and drafted the attached proposed ordinance.

PUBLIC NOTIFICATION:

Through the regular agenda posting process.

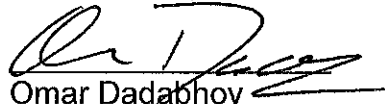
STRATEGIC PLAN OBJECTIVE ADDRESSED:

1 – Provide a safe community.

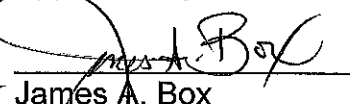
Prepared By:

Matthew E. Richardson
City Attorney

Concurred By:


Omar Dadabhoy
Community and Economic
Development Director

Approved By:


James A. Box
City Manager

Attachment:

- A. Ordinance No. 1039
- B. Articles regarding local city and law enforcement issues relating to coffeehouses

ORDINANCE NO. 1039

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING CHAPTER 5.70 (COFFEEHOUSES) TO TITLE 5 OF THE STANTON MUNICIPAL CODE

WHEREAS, Article 11, Section 7 of the California Constitution authorizes the City of Stanton ("City") to make and enforce within its limits all ordinances and regulations not in conflict with general laws; and

WHEREAS, the City is aware of media reports that some coffeehouses, cafes, and teahouses have been associated with lewd behavior, indecent exposure, stripping, prostitution, and money laundering in other locales. For example, according to press reports, the baristas at one 'bikini coffee shop' in Washington State were also selling sex acts. Snohomish County prosecutors charged the owner with promoting prostitution and money laundering. According to another press report, law enforcement raids into some Orange County, California cafes found evidence of illegal gambling, nudity, and prostitution, prompting nearby cities, including Garden Grove, to enact stricter laws regulating coffeehouses; and

WHEREAS, the City is also aware that these kind of adult-oriented food and beverage establishments threaten the public health, safety, and welfare. Numerous studies, reports and letters prepared by other jurisdictions detail the detrimental social, health and economic effects on persons and properties surrounding adult-oriented businesses. These studies include Upland, California (1992); Garden Grove, California (1991); Tucson, Arizona (1990); Seattle, Washington (1989); Austin, Texas (1986); Oklahoma City, Oklahoma (1986); Indianapolis, Indiana (1984); Houston, Texas (1983); Beaumont, Texas (1982); Minneapolis, Minnesota (1980); P phoenix, Arizona (1979); Whittier, California (1978); Amarillo, Texas (1977); Cleveland, Ohio (1977); Los Angeles, California (1977); State of Minnesota, Attorney General Report (1989); Newport news, Virginia (1996); St. Paul, Minnesota (1987); Corpus Christi, Texas (1995); and National Law Center (1995); (collectively "Studies"). The Studies substantiate the adverse, secondary effects of adult-oriented businesses; and

WHEREAS, based on the foregoing Studies, the City Council has serious concerns about the secondary effects of coffeehouses, cafes, and teahouses that serve as adult-oriented establishments, which may have impacts similar to other adult-oriented businesses, such as increases in the crime rates of those areas in which they are located and that surround them; and

WHEREAS, the Stanton Municipal Code includes regulations on adult-oriented businesses and certain prohibitions against indecent exposure by waiters and waitresses (see SMC §§ 9.20.010 et seq.; 5.65.010 et seq.; 20.46.010 et seq.). However, the City lacks specific regulatory standards to ensure that coffeehouses, cafes, and teahouses do not evolve into adult-oriented businesses or otherwise feature

adult-oriented characteristics that may adversely affect the health, welfare, and safety of the public; and

WHEREAS, the City Council desires to adopt specific regulatory standards to ensure that coffeehouses, cafes, and teahouses do not become adult-oriented establishments or otherwise feature adult-oriented characteristics; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

NOW THEREFORE, The CITY COUNCIL OF THE CITY OF STANTON DOES ORDAIN AS FOLLOWS:

SECTION 1: Findings. The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

SECTION 2: Ordinance. Chapter 5.70 of Title 5 of the Stanton Municipal Code is hereby added, as set forth in Exhibit "A" ("Chapter 5.70, Coffeehouses"), attached hereto and incorporated herein.

SECTION 3. CEQA. The City Council further finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 4: Location and Custodian of Records. The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The City Clerk is the custodian of the record of proceedings.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Stanton hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any or more sections, subsections, sentences, clauses and phrases may be declared invalid or unconstitutional.

SECTION 6. Effective Date. This Ordinance shall take effect and be in full force thirty (30) days from and after its passage. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted in the three (3) designated posting places within the City of Stanton within fifteen (15) days after its passage.

PASSED, APPROVED, and ADOPTED this 22nd day of September, 2015.

ALEXANDER A. ETHANS, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1039 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 8th day of September, 2015, and was duly adopted at a regular meeting of the City Council held on the 22nd day of September, 2015, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

Exhibit "A"

Title 5, Chapter 5.70 (Coffeehouses)

Section 5.70.010 – Purpose and Intent.

The purpose of regulating cafes, coffeehouses, juice bars, and teahouses is to ensure compatibility with surrounding uses and properties, and to avoid any impacts associated with such uses. An additional purpose of regulating cafes, coffeehouses, juice bars, and teahouses is to ensure the public health and safety.

Section 5.70.020 – Definitions

For the purposes of carrying out the intent of this Chapter, unless the content clearly indicates to the contrary, the following words, phrases, and terms shall have the following meanings:

Amusement devices. Any arcade game, pinball machine, electronic table top game, billiard or pool table, or other device or machine that can be used by a person or operator as a game or contest of skill, chance, or amusement, which is offered to guests or patrons by or with the permission of the coffeehouse owner or operator for the purpose of holding the attention of, gaining the attention or interest of, or amusing guests or patrons.

Coffeehouse. Includes coffee shops, teahouses, juice bars, and other retail, beverage-centered establishments whose principle operation includes the preparation and service of non-alcoholic hot or cold beverages for on- or off-premises consumption. Hot or cold food, which may be packaged or fresh, may be provided, but such establishment does not generally include a full service kitchen and a full service food menu. Such establishment may include the use of microwaves or other reheating devices to provide hot food.

Live entertainment. Public entertainment, including, but not limited to any act, play, burlesque, show, revue, scene, song, dance, instrumental music, karaoke, disc jockey, or motion picture.

Minor. Any person under the age of 18 years shall be deemed to be a minor.

Section 5.70.030 – Operational Requirements.

The following operational requirements apply to coffeehouses:

- A. No tinting or placement of any covering or material on or in any windows or glass doors of a coffeehouse is allowed other than lawful window displays authorized pursuant to Chapter 20.325 of this Code. Windows or glass portions of the

entrances shall be clear and unobstructed, so as to allow an unimpaired line of sight by a peace officer into the interior of the business premises during business hours. .

- B. Illumination within the business shall not be less than 10.0 footcandles at any location in the premises.
- C. No live entertainment shall be permitted at any time. Any entertainment other than electronically pre-recorded music shall be subject to the requirements of Section 20.400.170 (Live Entertainment) and approval of a conditional use permit as referenced in Chapter 20.550 (Use Permits – Minor and Conditional) of this Code.
- D. No televisions or monitors for video or audio transmission shall be provided, except for use by the business as a price board.
- E. No amusement devices shall be in the business at any time.
- F. No computers and/or other electronic devices for access to the world wide web, internet, e-mail, video games, or computer software programs may be offered to any customer at any time.
- G. No type or amount of alcoholic beverages shall be sold or allowed to be present at any time, for any purpose, on the premises.
- H. "No Loitering" signs shall be posted on the front and rear of the business.
- I. No smoking shall be permitted within the establishment at any time.
- J. Public restrooms shall be required pursuant to the California Building Code and any other relevant State or local law.
- K. No person aged 17 or younger shall be permitted in the establishment after 10:30 p.m. on any day.
- L. Hours of operation may only be between the hours of 5:00 a.m. and 10:30 p.m. during any day of the week. Drive-through windows may operate between the hours of 4:00 a.m. and 12:00 midnight. Any hours of operation beyond those authorized in this Subsection "K" shall be subject to approval of a conditional use permit as referenced in Chapter 20.550 (Use Permits – Minor and Conditional) of this Code.
- M. No platform or stage is permitted on the premises at any time.
- N. No person, including, without limitation, employees, may be permitted, caused, or allowed to expose: (1) Any part of the male or female genitals, anal region, pubic hair, buttocks, natal cleft, perineum, or pubic hair region; (2) More than one-half of the female breast by area; or (3) Any portion of female breast at or below the

areola thereof. Coffeehouse waiters, waitresses, or other food or beverage servers are subject to the regulations provided in Sections 9.20.010 (Prohibitions and definitions – Waiters, waitresses, and entertainers) and 9.20.030 (Counseling or assisting) of this Code.

5.70.040 – Application to Existing Coffeehouses.

Any existing coffeehouse in the City shall comply with all requirements of this chapter, not later than sixty (60) days from the effective date of the ordinance codified in this chapter.

5.70.050 – Enforcement.

Any person who violates any provision of this chapter is subject to the penalties provided in Chapters 1.10 and 1.12 of this code.

September 1, 2015

AdChoices

37 Vietnamese Cafes In Garden Grove To Face Police Rounds

AP | By Amy Taxin

Posted: 07/01/2011 11:27 am EDT | Updated: 08/31/2011 5:12 am EDT



AP

GARDEN GROVE, Calif. -- At Cafe Miss Cutie, the windows are tinted but not pitch black. The waitresses are wearing negligees but not naked. And patrons are being urged to smoke outside.

The dimly lit coffeehouse in the heart of Orange County's Little Saigon hopes to get a passing grade when police start enforcing a host of new rules to crack down on illegal gambling and nudity at some cafes starting as soon as this weekend.

Officers plan to make rounds of the 37 Vietnamese cafes in the suburban city of Garden Grove to ensure they don't have arcade games that have been rigged to let patrons bet on blackjack and roulette, and that scantily clad waitresses leave something to the imagination.

The crackdown comes after authorities reported crime was on the rise outside coffeehouses.

"When you're running illegal gaming and further complicating the issue by having a quasi-strip bar ... you're attracting a different crowd than guys just going in there to have a cup of coffee," Garden Grove police spokesman Lt. Jeff Nightengale said.

Orange County is home to the biggest Vietnamese immigrant community in the country, with sizable enclaves in Garden Grove and surrounding cities.

Tucked into strip malls featuring McDonald's and Subway restaurants, the coffeehouses cater to men toting laptops to take advantage of free wireless access, who are meeting business partners or who are getting together with friends to play cards, watch sports and flirt with waitresses who pour iced drinks.

Business has fallen at many of the cafes since police started the crackdown -- above all on the arcade games that lured customers off their couches and got them to linger longer at the coffeehouses.

"They say if it's just to drink coffee, then I'll stay home and drink coffee," said Thuy Do, owner of Cafe Chichi in Garden Grove.

On a recent weekday afternoon, a dozen loyal patrons converged at Cafe Miss Cutie to play Chinese chess, watch European soccer on flat screen TVs and sip iced coffee served by a waitress in a see-through lavender negligee.

One of them was Mike Nguyen, a 53-year-old day trader who said he doesn't mind the thick stench of cigarette smoke and wishes authorities would ease up on the coffeehouse that has become his virtual office and escape from the cookie-cutter Southern California suburb where he lives.

"It's a stimulating environment," said Nguyen, of nearby Irvine. "Starbucks is boring."

But authorities in Garden Grove – a city of 170,000 people about 30 miles southeast of Los Angeles – said cafes have gotten out of control. What began more than a decade ago with waitresses in skimpy outfits morphed into nudity. Some coffeehouses had six or eight arcade games running, and crime was on the rise, Nightengale said.

Between January 2010 and May 2011, police received reports of three robberies, four assaults with a deadly weapon, and seven drug-related incidents at coffeehouses – a far cry from the tranquility at the city's more traditional cafes, Nightengale said.

In March, authorities arrested 23 people at coffeehouses in Garden Grove and Westminster for investigation of illegal gaming and seized more than 180 machines and more than \$145,000 in cash, Garden Grove police said.

The Garden Grove City Council recently passed new rules to ban arcade games, darkly tinted windows and nudity at cafes. Coffeehouses will be fined \$1,000 for each violation.

At Cafe Miss Cutie, sales have been halved since police began making rounds several months ago, manager Tuyen Tran said.

"We just serve coffee, wear bikinis, like Hooters," Tran said. "I don't know how long we can survive like this – with no money and losing customers."

Do, whose small cafe is brightly lit, said she relies on loyal, older patrons to stay afloat. But with the new restrictions, she fears her customers may venture over to coffeehouses in nearby cities where there are fewer limits.

"Now it is a little boring to just come and drink coffee and read the paper," she said.

MORE: [California Police](#) [Cafe Miss Cutie](#) [Orange County Little Saigon](#) [Racy Vietnamese Coffeehouses](#) [Orange County](#) [Lt. Jeff Nightengale](#) [Vietnamese Coffee House](#) [Garden Grove California](#) [Crime on the Rise](#) [Orange County Vietnamese Immigrants](#)

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LA WEEKLY

BIKINI COFFEE HOUSE CRACKDOWN PROPOSED FOR GARDEN GROVE: COPS WANT LESS SKIN, MORE SKIM

BY DENNIS ROMERO

WEDNESDAY, MAY 11, 2011 | 4 YEARS AGO



Go Lakers (next season).

Cafe Miss Cutie / Facebook

Update: Bummer gentlemen. The Garden Grove City Council passed the stricter rules for bikini coffee shops last night in a 4-0 vote. The *Orange County Register*.

This is a travesty, and we want all red-blooded men to protest.

We speak, of course, of Garden Grove's proposal to crack down on its 37 bikini coffee houses where, at some of the spots, women wear only pasties on top and thong-style bottoms. What's the problem? We like our coffee this hot.

Apparently Garden Grove police are fed up with this particular Vietnamese American tradition and want more coverage, less smoking, and fewer gangsters at these non-alcoholic, no-dancing establishments. To be fair ...

... some of Little Saigon's coffee shops have seen problems, including homicide and illicit gambling.





This is precisely why we love America.

Cafe Miss Cutie / Facebook

Police Chief Kevin Raney tells the *OC Register* the new rules, to be considered at a City Council meeting tonight, are designed so that the shops "do not turn into gentleman's clubs."

(Interesting -- they've been around for years if not decades, and they have yet to turn into gentleman's clubs; nor have they shown any trajectory in that direction -- women can't even accept hand-to-thong tips, apparently).





We'll take a 'tall.'

Cafe Miss Cutie / Facebook

And, according to the new, proposed rules, no breast exposure below the areola, no arcade games (to discourage gambling), no tinted coffee shop windows (actually, we kind of like this one, if you know what we mean), and double no smoking (indoor smoking is already prohibited, but ethnic coffee shops deserve redundant rules, damn it).

This is just plain wrong. Facebook protest page, anyone? Let's push back, bikini girls: Take a stand: *No justice, no cream.*

First posted at 1:04 p.m. on Tuesday, May 10.

[

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/

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