



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, MARCH 27, 2018 - 6:30 P.M.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (714) 890-4245. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

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- 1. CLOSED SESSION (6:00 PM)**
- 2. ROLL CALL**
 - Council Member Donahue
 - Council Member Ethans
 - Council Member Warren
 - Mayor Pro Tem Ramirez
 - Mayor Shawver
- 3. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

Closed Session may convene to consider matters of purchase / sale of real property (G.C. §54956.8), pending litigation (G.C. §54956.9(a)), potential litigation (G.C. §54956.9(b)) or personnel items (G.C. §54957.6). Records not available for public inspection.

4. CLOSED SESSION

4A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9
(d) (2)

Number of Potential Cases: 1

5. CALL TO ORDER / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING

6. ROLL CALL Agency/Authority Member Donahue
Agency/Authority Member Ethans
Agency/Authority Member Warren
Vice Chairman Ramirez
Chairman Shawver

7. PLEDGE OF ALLEGIANCE

8. SPECIAL PRESENTATIONS AND AWARDS

8A. Presentation of Proclamation declaring the month of April, as Child Abuse Prevention Month in the City of Stanton.

8B. Presentation of City Tile of Recognition honoring Lieutenant Sean A. Howell, Orange County Sheriff's Department.

9. 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

9A. 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.

9B. APPROVAL OF WARRANTS

City Council approve demand warrants dated March 8, 2018 and March 15, 2018, in the amount of \$1,491,979.93.

9C. FEBRUARY 2018 INVESTMENT REPORT

The Investment Report as of February 28, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. City Council find 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. Receive and file the Investment Report for the month of February 2018.

9D. FEBRUARY 2018 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of February 28, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find 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. Receive and file the Investment Report for the month of February 2018.

9E. FEBRUARY 2018 INVESTMENT REPORT (HOUSING AUTHORITY)

The Investment Report as of February 28, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Stanton Housing Authority find 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. Receive and file the Investment Report for the month of February 2018.

9F. APPROVAL OF DISSOLUTION OF A COUNTYWIDE PUBLIC FINANCING AUTHORITY

The City of Stanton, along with eight other cities in the county, entered into a joint powers agreement dated June 19, 1996 which established a public financing authority to provide a vehicle to finance the purchase of 800MHz radios. At this time the authority has no outstanding debt and has no outstanding contracts, and the members that created the authority desire to dissolve it. The attached resolution would establish City Council's approval of the dissolution.

RECOMMENDED ACTION:

1. City Council find that these items are 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); and
2. Adopt Resolution No. 2018-12, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE DISSOLUTION OF THE COUNTYWIDE PUBLIC FINANCING AUTHORITY."

9G. EXTENSION OF CONTRACT WITH VENCO WESTERN, INC. TO PROVIDE PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES

A contract was awarded to Venco Western, Inc. at the September 8, 2015 City Council meeting to provide Citywide Landscape Maintenance Services. The contract is set to terminate on June 30, 2018. The terms of the contract allow for two one-year extensions at the sole discretion of the City. Staff recommends the award of the first extension for the period of July 1, 2018 to June 30, 2019.

RECOMMENDED ACTION:

1. City Council declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approve a contract extension to the firm of Venco Western, Inc. for citywide landscape maintenance services for the first of two allowable contract renewals at identical unit prices.

9H. AWARD OF CONTRACT FOR CITYWIDE TREE TRIMMING AND REMOVAL SERVICES BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The bids for the Citywide Tree Trimming and Removal Services were opened on February 26, 2018. Based on the post-bid analysis of the four bids received, staff recommends the bid submitted by Great Scott Tree Service, Inc. to be the lowest and most-qualified bid.

The cost for completing the Citywide Tree Trimming and Removal Services contract is approximately \$75,000 which includes a 10-percent contingency.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h); and
2. Award a contract for the Citywide Tree Trimming and Removal Services to the lowest responsible bidder, Great Scott Tree Service, Inc., for the amount of \$68,765.00 annually for four years; and
3. Authorize the City Manager to bind the City of Stanton and Great Scott Tree Service, Inc. in a contract for the Citywide Tree Trimming and Removal Services; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

9I. APPROVAL OF BUDGET ADJUSTMENT NO. 2018-24 FOR THE CIVIC CENTER ACCESSIBILITY IMPROVEMENT PROJECT

The City of Stanton recently awarded a contract for the construction of the Community Center project to C.S. Legacy Construction Inc. A budget adjustment is needed to allocate funds from the Gas Tax Fund for this project.

RECOMMENDED ACTION:

1. City Council declare 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. Approve Budget Adjustment No. 2018-24 to appropriate \$620,477.80 to the Street Improvement account in the Gas Tax Fund for this project.

9J. AGREEMENT BETWEEN THE CITY OF STANTON AND THE COUNTY OF ORANGE FOR THE STANTON BRANCH LIBRARY EXTERIOR MAINTENANCE AND IMPROVEMENT PROJECT

The County of Orange previously agreed to fund improvements around their library at Cedar and Katella as part of the City's Community Center and Civic Center Accessibility Improvement Project in the amount of \$50,000. As the City has recently received bids for the overall project, the contribution by the County has risen to \$58,198. The attached agreement provides for the reimbursement of this amount to the City for the County's portion of funding the project.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Authorize the City Manager to bind the City of Stanton and the County of Orange in a funding agreement for the County's portion of the construction of the Community Center and Civic Center Accessibility Improvement Project.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS **None.**

11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1079

This Ordinance was introduced at the regular City Council meeting of March 13, 2018.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1079, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING ADOPTION OF NEW OR INCREASED SEWER SERVICE FEES BY RESOLUTION, AND TAKING CERTAIN OTHER ACTIONS RELATING THERETO”; and

2. City Council declare that the proposed ordinance is exempt from the California Environmental Quality Act (“CEQA”) review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273; and

3. Adopt Ordinance No. 1079.

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

12. NEW BUSINESS **None.**

13. 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.

14. WRITTEN COMMUNICATIONS None.

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

15A. 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.

15B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE MEETING

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

15C. 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

15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE CREATION OF A WOMEN OF DISTINCTION AWARD PROGRAM

At the March 13, 2018 City Council meeting, Council Member Warren requested that this item be agendaized for discussion.

RECOMMENDED ACTION:

City Council provide direction to staff.

15E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE CREATION OF A MAYOR'S FITNESS CHALLENGE

At the March 13, 2018 City Council meeting, Mayor Shawver requested that this item be agendaized for discussion.

RECOMMENDED ACTION:

City Council provide direction to staff.

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. 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.

18. 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 22nd day of March, 2018.

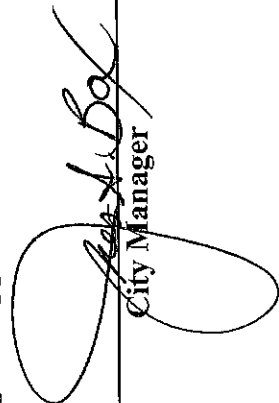
s/ Patricia A. Vazquez, City Clerk/Secretary

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

March 8, 2018	\$89,214.47
March 15, 2018	\$1,402,765.46

\$1,491,979.93

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.



Assistant City Manager

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: March 27, 2018

SUBJECT: FEBRUARY 2018 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of February 28, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. City Council find 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. Receive and file the Investment Report for the month of February 2018.

BACKGROUND:

The attached reports summarize the City investments and deposit balances as of February 2018. A summary of the City's investments and deposits is included as Attachment A. The details of the City's investments are shown in Attachment B. The City's cash and investment balances by fund type are presented in Attachment C.

ANALYSIS:

The City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of February 2018 was 1.41%. All City investments have safekeeping with Bank of the West. The City's investments are shown on Attachment B and have a weighted investment yield of 2.00%. Including LAIF and the City's deposit in the Bank of the West money market account, the weighted investment yield of the portfolio is 1.95%, which exceeds the benchmark LAIF return of 1.41%.

The weighted average maturity of the City's investments on January 2018 is 1,037 days. Including LAIF and a money market account, it is 954 days. LAIF's average maturity on February 28, 2018 was approximately 172 days.

The City has exceeded the LAIF benchmark return by increasing the weighted average maturity. With a weighted average maturity of 2.61 years, the City is well within the investment policy restriction of 3.5 years.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2017-18 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

The City Treasurer controls a \$27.6 million portfolio with \$25.3 million in investments with safekeeping with Bank of the West.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.


PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

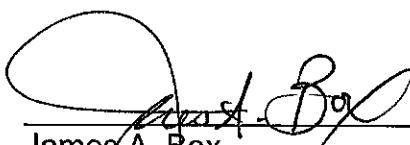
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Assistant City Manager/Treasurer

Approved:



James A. Box
City Manager

Attachments:

- A. Investments and Deposits
- B. Investment Detail
- C. Cash and Investment Balances by Fund Type

CITY OF STANTON, CA
INVESTMENTS AND DEPOSITS
February 28, 2018

Investment Type	Issuer	Date of Maturity	Interest Rate	Par Value	Cost	% of Total	Market Value	Market Value Source
State Pool (LAIF) - City portion ¹	State of California	On Demand	1.41%	\$ 2,078,466	\$ 2,078,466	7.48%	\$ 2,078,467	LAIF
Investments ²	Various	Various	Various	\$ 25,735,874	25,507,490	91.85%	25,343,569	Bank of the West
Money Market Account	Bank of the West	On Demand	0.29%	\$186,222	186,222	0.67%	186,222	Bank of the West
Subtotal - Investments					\$ 27,772,177	100.00%	\$ 27,608,257	
Demand Deposits/Main Checking - City portion	Bank of the West	On Demand	N/A	N/A	\$ 593,187		\$ 593,187	Bank of the West
Imprest Accts & Petty Cash	Bank of the West	On Demand	N/A	N/A	122,380		122,380	Bank of the West
Subtotal - Deposits					\$ 715,567		\$ 715,567	

Total Cash Investments and Deposits ³

954	1.95%
Weighted Average Maturity (days)	Weighted Average Yield

\$ 28,487,744

\$ 28,323,825

¹ Par Value amount represents entire LAIF balance, including City and Successor Agency portions² Cost amount includes \$58,005 adjustment made to City's books at 6/30/17 to adjust portfolio to market value, per GASB 31³ Weighted average maturity and yield calculations include LAIF, Investments and Money Market Account**NOTES:**

The City's portfolio is in compliance with the City's 2017-18 Investment Policy.

The portfolio will allow the City to meet its expenditure requirements for the next six months.

CITY OF STANTONS
INVESTMENTS
FEBRUARY 2018

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=non-callable)	Par Value	Purchase Amount	Current Market Value
U.S. Government Agency Securities:											
Chandler Asset Management	FNMA	3135G0E58	1.20%	1.13%	100.42	9/30/2015	10/19/2018	NC	195,000	195,014	193,957
Chandler Asset Management	FNMA	3135G0C72	1.17%	1.13%	99.38	10/30/2015	12/14/2018	NC	195,000	194,709	193,590
Chandler Asset Management	FHFB	3133782M2	1.16%	1.50%	101.23	02/01/16	03/08/19	NC	185,000	186,930	183,823
Chandler Asset Management	FFCB	3135EGCA1	1.06%	1.06%	100.01	10/25/16	06/03/19	NC	200,000	200,010	197,226
Chandler Asset Management	FHLMC	3137EADM8	1.25%	1.25%	99.15	08/31/15	10/02/19	NC	190,000	188,394	187,066
Chandler Asset Management	FHFB	3130A0UR2	1.65%	2.38%	103.07	11/23/15	12/13/19	NC	200,000	205,698	200,272
Chandler Asset Management	FNMA	3135G0D75	1.27%	1.50%	100.90	2/24/2016	6/22/2020	NC	200,000	201,862	196,362
Chandler Asset Management	FNMA	3135G0F73	1.50%	1.50%	100.36	1/20/2016	11/30/2020	NC	190,000	190,035	185,377
Chandler Asset Management	FNMA	3130A3U05	1.49%	1.88%	102.18	2/10/2016	12/11/2020	NC	185,000	188,349	182,049
Chandler Asset Management	FNMA	3135G0H55	1.50%	1.88%	102.11	1/20/2016	12/28/2020	NC	190,000	193,386	187,127
Chandler Asset Management	FHFB	3130A7CV6	1.46%	1.38%	99.77	02/17/16	02/18/21	NC	210,000	209,166	203,509
Chandler Asset Management	FHFB	3130A7CV6	1.46%	1.38%	99.77	02/17/16	02/18/21	NC	200,000	200,630	193,558
Chandler Asset Management	FNMA	3135G0J20	1.31%	1.38%	100.01	4/12/2016	2/28/2021	NC	190,000	192,005	186,021
Chandler Asset Management	FHFB	3135G0K69	1.53%	1.75%	101.72	03/23/16	03/12/21	NC	200,000	200,432	193,458
Chandler Asset Management	FHFB	3130A7PV1	1.33%	1.38%	99.80	04/12/16	04/05/21	NC	200,000	200,168	192,346
Chandler Asset Management	FNMA	3135G0K69	1.23%	1.25%	99.75	8/15/2016	5/6/2021	NC	190,000	188,596	181,608
Chandler Asset Management	FHFB	3135G0K69	1.23%	1.25%	99.75	08/09/16	07/14/21	NC	200,000	198,998	190,874
Chandler Asset Management	FHLMC	3137EAC9	1.28%	1.13%	98.96	08/12/16	08/12/21	NC	100,000	99,536	97,597
Chandler Asset Management	FHFB	3130AABG2	1.24%	1.88%	99.36	11/30/16	11/29/21	NC	200,000	199,830	194,134
Chandler Asset Management	FHFB	3135G0T45	1.89%	1.88%	99.78	4/20/2017	4/5/2022	NC	500,000	500,000	482,165
Chandler Asset Management	FNMA	3130AC2X1	1.75%	1.75%	100.00	8/23/2017	8/23/2022	9/15/2018	500,000	500,000	491,228
Chandler Asset Management	FHFB	3130AC7K4	1.75%	1.75%	100.00	8/23/2017	2/28/2023	2/28/2019	500,000	500,000	500,000
Multi-Bank Securities, Inc.	FHFB	3130ADKP6	2.10%	2.10%	100.00	2/28/2018	2/28/2023	8/28/2018	500,000	500,000	500,000
Multi-Bank Securities, Inc.	FHFB	3130ADLH3	2.00%	2.00%	100.00	2/28/2018	2/28/2023	8/28/2018	5,620,000	5,633,746	5,623,136
Municipal Bonds											
Multi-Bank Securities, Inc.	Brawley CA Pension Obligation Bond	105710AA5	1.52%	1.75%	100.25	7/25/2017	9/1/2018	NC	1,005,000	1,007,462	1,003,080
Multi-Bank Securities, Inc.	California Earthquake Auth Rev	13017HAE6	2.23%	2.81%	100.63	11/14/2017	7/1/2019	NC	212,000	179,207	211,635
Multi-Bank Securities, Inc.	California Earthquake Auth Rev	13017HAE6	2.43%	2.81%	100.40	11/22/2017	7/1/2019	NC	1,280,000	1,079,501	1,277,798
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZ27	2.04%	2.30%	100.75	7/24/2017	8/1/2020	NC	250,000	251,875	247,733
First Empire Securities	Coachella Valley CA Unif School District	189848K77	2.25%	2.89%	101.65	11/17/2017	8/1/2020	NC	440,000	447,260	437,721
Multi-Bank Securities, Inc.	Banning CA RDA SA TAB	086816AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	249,150	243,915
Multi-Bank Securities, Inc.	Pomona CA RDA SA TAB	086816AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	249,150	243,915
Multi-Bank Securities, Inc.	Pomona CA PFA Lease Bond	73208MCX4	2.25%	2.42%	100.60	6/23/2017	4/1/2021	NC	350,000	352,625	345,611
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.32%	2.51%	100.75	7/24/2017	8/1/2021	NC	225,000	222,750	219,654
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.27%	2.51%	101.09	8/18/2017	8/1/2021	NC	280,000	293,013	283,083
Multi-Bank Securities, Inc.	Guadalupe Community Redevelopment	400559AD2	2.55%	2.25%	98.00	1/8/2018	8/1/2021	NC	400,000	406,684	390,448
Multi-Bank Securities, Inc.	Oceanside CA Pension Obligation Bond Taxable	657371AX6	2.03%	3.25%	104.65	6/28/2017	9/1/2021	NC	360,000	360,000	350,730
Multi-Bank Securities, Inc.	LA County CA RDA TAB Taxable West Covina	54465AHQ0	2.08%	2.50%	101.67	8/15/2017	9/1/2021	NC	500,000	505,800	488,685
Multi-Bank Securities, Inc.	Yorba Linda RDA SA TAB Taxable Series B	986176AQ8	2.00%	2.00%	100.00	6/20/2017	6/1/2022	NC	240,000	241,080	233,609
Multi-Bank Securities, Inc.	Riverside CA Pension Obligation Bond	769038BB9	2.25%	2.50%	101.16	7/24/2017	6/1/2022	NC	6,797,000	6,806,334	6,717,584
First Empire Securities	Riverside CA Pension Obligation Bond	769038BB9	2.40%	2.50%	100.45	7/24/2017	6/1/2022	NC	6,797,000	6,806,334	6,717,584

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value		
Negotiable Certificates of Deposit:	Generations Community Fed Credit	37148LAB4	1.65%	1.65%	100.00	6/28/2017	6/28/2019	NC	249,000	249,000	247,586		
	Multi-Bank Securities, Inc.	25646FAQ9	1.75%	1.75%	100.00	05/24/17	2/24/2020	NC	249,000	249,000	245,965		
	Direct Federal Credit Union	58733AE14	1.90%	1.90%	100.00	08/15/17	3/2/2020	NC	247,000	247,000	244,651		
	Multi-Bank Securities, Inc.	02006L7Y2	1.75%	1.75%	100.00	03/16/17	3/16/2020	NC	248,000	248,000	244,853		
	First Empire Securities	94764J16	1.85%	1.85%	100.00	03/30/17	3/30/2020	3/30/2018	249,000	249,000	246,256		
	Cantella & Co., Inc	539036CN2	2.00%	2.00%	100.00	04/07/17	4/7/2020	NC	249,000	249,000	245,965		
	Multi-Bank Securities, Inc.	20416LAC3	1.85%	1.85%	100.00	08/10/17	8/18/2020	NC	247,000	247,000	243,584		
	Cantella & Co., Inc	700654AY2	1.95%	1.95%	100.00	03/30/17	9/30/2020	NC	249,000	249,000	245,945		
	First Empire Securities, Inc.	319267GC8	1.80%	1.80%	100.00	06/23/17	1/12/2020	NC	247,000	247,000	242,737		
	Multi-Bank Securities, Inc.	67054NAF0	2.00%	2.00%	100.00	05/30/17	1/13/2020	NC	249,000	249,000	245,982		
	First Empire Securities	05580AGQ1	1.95%	1.95%	100.00	03/10/17	3/10/2021	NC	248,000	248,000	244,171		
	Multi-Bank Securities, Inc.	949763FC4	2.10%	2.10%	100.00	03/15/17	3/15/2021	NC	249,000	249,000	246,127		
	First Empire Securities	51505VCA9	2.10%	2.10%	100.00	03/29/17	3/29/2021	3/29/2018	248,000	248,000	245,160		
	First Empire Securities	58403B6F8	1.80%	1.80%	100.00	04/06/17	4/6/2021	NC	249,000	249,000	245,355		
	First Empire Securities	20033AJU0	2.00%	2.00%	100.00	6/30/2017	6/30/2021	NC	249,000	249,000	244,874		
	Cantella & Co., Inc	2546725D6	2.10%	2.10%	100.00	7/6/2017	7/6/2021	NC	247,000	247,000	243,668		
	First Empire Securities	06740KKC0	2.00%	2.00%	100.00	7/12/2017	7/12/2021	NC	247,000	247,000	242,843		
	Cantella & Co., Inc	092577AY2	1.95%	1.95%	100.00	7/21/2017	7/21/2021	NC	249,000	249,000	244,339		
	First Empire Securities	55266CVV3	1.90%	1.90%	100.00	7/21/2017	7/21/2021	NC	249,000	249,000	243,935		
	Cantella & Co., Inc	404341MK0	2.15%	2.15%	100.00	7/26/2017	7/26/2021	7/26/2018	247,000	247,000	243,972		
	HSBC Bank USA, NA	89413GBN7	2.00%	2.00%	100.00	7/28/2017	7/28/2021	NC	248,000	248,000	243,732		
	First Empire Securities	856284EV1	2.35%	2.35%	100.00	03/14/17	3/14/2022	NC	248,000	248,000	245,577		
	Multi-Bank Securities, Inc.	140420XD3	2.35%	2.35%	100.00	03/15/17	3/15/2022	NC	248,000	248,000	245,570		
	State Bank of India	Capital One Bank USA	2.35%	2.35%	100.00	03/16/17	3/16/2022	3/16/2018	249,000	249,000	246,547		
	JP Morgan Chase Bank NA	48126XD83	2.35%	2.35%	100.00	03/29/17	3/29/2022	3/29/2018	248,000	248,000	245,312		
	Multi-Bank Securities, Inc.	05581WNK7	2.00%	2.00%	100.00	05/19/17	5/23/2022	NC	247,000	247,000	244,676		
	Cantella & Co., Inc	87165EL96	2.40%	2.40%	100.00	06/09/17	6/23/2022	NC	150,000	150,000	146,772		
	First Empire Securities	02554BCN9	2.10%	2.10%	100.00	6/21/2017	6/21/2022	NC	247,000	247,000	241,480		
	First Empire Securities	319141GL5	2.35%	2.35%	100.00	6/21/2017	6/21/2022	NC	247,000	247,000	243,979		
	First Empire Securities	38148PK4	2.30%	2.30%	100.00	7/19/2017	7/19/2022	NC	243,293	243,293	244,163		
	Cantella & Co., Inc	14042RGN5	2.30%	2.30%	100.00	7/19/2017	7/19/2022	NC	247,000	247,000	244,163		
	Multi-Bank Securities, Inc.	79546DBE1	2.30%	2.30%	100.00	7/27/2017	8/22/2022	NC	248,000	248,000	242,250		
Multi-Bank Securities, Inc.	82687DVA7	2.35%	2.35%	100.00	8/30/2017	8/8/2022	NC	247,000	247,000	242,250			
Cantella & Co., Inc	316077CV6	1.80%	1.70%	99.60	8/4/2017	8/9/2022	3/9/2018	249,000	248,004	244,107			
First Empire Securities	02587GCFU9	2.40%	2.40%	100.00	8/22/2017	8/29/2022	NC	247,000	247,000	242,761			
										8,335,000	8,334,004	8,218,205	
Medium-Term Corporate Notes:	Qualcomm Inc	747525AG8	2.260%	1.40%	99.87	05/28/15	11/3/2021	NC	135,000	134,787	134,785		
	Praxair Inc	74005FB16	1.45%	1.25%	100.08	10/03/16	10/03/18	NC	125,000	125,100	124,085		
	Apple Inc	037833CQ2	1.21%	1.01%	100.87	02/16/16	02/22/19	NC	115,000	114,294	114,294		
	Bank of New York	06406HCU1	1.71%	1.01%	100.86	02/01/16	02/22/19	NC	115,000	114,980	114,885		
	Toyota Motor Credit Corp	88236TDE2	1.85%	1.40%	99.88	05/17/16	05/20/19	4/15/2019	126,825	126,290	123,419		
	Chandler Asset Management	084468CK5	1.45%	1.40%	99.86	08/08/16	08/08/19	NC	55,000	55,000	54,179		
	Berkshire Hathaway	68398VAX3	1.33%	1.30%	103.16	08/11/16	10/08/19	NC	125,000	128,744	124,605		
	Oracle Corp	08438VAX3	1.28%	2.25%	103.16	08/11/16	10/08/19	NC	260,000	249,543	247,078		
	Chandler Asset Management	89114CBU1	2.00%	1.90%	99.82	12/15/17	10/24/19	NC	500,000	500,000	493,550		
	Cantella & Co., Inc	06714GUFU0	2.00%	2.00%	100.00	08/11/17	08/25/20	8/25/2018	123,128	123,728	123,728		
	Barclay's Bank PLC	02669WAZ4	2.00%	2.45%	101.22	04/20/17	09/24/20	NC	125,000	126,651	126,651		
	American Honda Finance	92826CAB8	2.05%	2.45%	101.22	09/01/16	09/24/20	NC	150,000	154,404	148,059		
	Visa Inc	92826CAB8	2.20%	2.20%	102.56	02/29/16	03/01/21	2/15/2021	126,468	126,468	122,645		
	Exxon Mobil Corp	30231GAV4	1.49%	2.22%	101.77	08/16/16	03/15/21	2/15/2021	100,000	102,896	98,358		
	Berkshire Hathaway	084670BQ0	1.54%	1.90%	102.76	03/16/16	03/15/21	NC	125,000	124,784	121,448		
	State St Corp	857477AV5	1.99%	2.20%	99.49	05/23/16	05/19/21	NC	85,000	84,889	81,574		
	Microsoft Corp	594318BP8	1.58%	1.55%	99.87	08/08/16	08/08/21	7/6/2021	65,000	64,859	61,474		
	Chandler Asset Management	693371RN44	1.69%	1.69%	99.59	08/11/16	08/11/21	NC	125,000	124,810	119,753		
	Chandler Asset Management	24422ETL3	2.66%	2.66%	100.26	01/03/17	01/06/22	NC	130,000	129,964	128,414		
	Chandler Asset Management	91159HPF8	2.66%	2.66%	100.37	01/19/17	01/24/22	NC	125,000	125,065	123,095		
	Apple Inc	037833AY6	2.10%	2.10%	100.30	10/23/17	02/08/22	NC	500,000	501,000	485,250		
	First Empire Securities	14020A2A1	2.50%	2.50%	100.00	10/23/17	10/15/22	NC	500,000	500,000	483,445		
	Capital Impact Partners	3692G6S8	3.11%	3.10%	99.95	01/25/18	01/09/23	NC	250,000	249,873	246,695		
	Cantella & Co., Inc	89236TEL5	2.78%	3.10%	99.63	01/25/18	01/09/23	NC	250,000	249,073	247,113		
	First Empire Securities	06744CRP8	3.00%	2.70%	100.00	01/26/18	01/26/23	1/26/2020	250,000	250,000	246,748		
											4,399,894.80	4,306,103	4,306,103

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value
Mortgage-Backed Securities: First Empire Securities	FNMA DUS Balloon	3138LF4Y1	2.030%	1.620%	98.40	8/18/2017	11/1/2021		487,327	480,173	467,217
Asset-Backed Securities: Chandler Asset Management Chandler Asset Management Chandler Asset Management Chandler Asset Management Chandler Asset Management Chandler Asset Management Chandler Asset Management	Toyota Auto Receivables 2015A	89236WAC2	1.44%	1.12%	99.99	03/04/15	02/15/19	NC	5,996	5,995	5,994
	Honda Auto Receivables	43813NAC0	1.05%	1.04%	100.01	05/13/15	02/21/19	NC	8,946	8,945	8,941
	Nissan Auto Receivables	65478WAB1	1.06%	1.07%	99.89	08/02/16	05/15/19	NC	12,343	12,342	12,338
	Toyota Auto Receivables Owner 2016-D	89231LAB3	1.07%	1.06%	99.99	10/04/16	05/15/19	NC	24,106	24,105	24,066
	John Deere Owner Trust	47767XAB3	1.51%	1.50%	99.98	02/22/17	10/15/19	NC	29,764	29,784	29,698
	Nissan Auto Receivables	654747AB0	1.49%	1.47%	100.00	03/21/17	01/15/20	NC	30,391	30,391	30,307
									111,547	111,542	111,344
Subtotal Investments			2.00%				1.037	days			
Prior Year Adjustment GASB 31							WAM				
Investments Held With Bank of the West									25,735,874	25,565,495	25,343,568
										(68,005)	
									25,735,874	25,507,490	25,343,568
State Treasurer's Pool Money Market Acct	Local Agency Investment Fund (LAIF) Bank of the West		0.29%				3/12/2018		2,078,466	2,078,466	2,078,467
Total Investments									186,222	186,222	186,222
Total Money Market, LAIF and Investments			1.95%				954	days	28,000,562	27,772,177	27,608,257
			Weighted Average Yield				WAM				

CITY OF STANTON
CASH AND INVESTMENT BALANCES BY FUND TYPE
February 28, 2018

Fund Type	Cash and Investments	Totals
General Fund:		
Pooled	\$ (10,715,053)	
Other Accounts *	25,816,091	\$ 15,101,038
Special Revenue, Capital Projects and Enterprise Funds:		
Gas Tax	1,340,451	
Measure M	540,150	
Fire Emergency Services	(113,054)	
Lighting & Median Maint.	1,782,761	
Sewer Maintenance	3,503,107	
Other	2,360,788	9,439,003
Internal Service Funds		1,516,917
Trust Funds		2,430,786
Total Cash and Investment Balances		\$ 28,487,744

* Money Market, Imprest Accounts, Petty Cash and Investments

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: March 27, 2018

SUBJECT: FEBRUARY 2018 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of February 28, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find 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. Receive and file the Investment Report for the month of February 2018.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of February 2018. A summary of the Agency's investments and deposits is included as Attachment A. The Agency's cash balances by fund are presented in Attachment B.

ANALYSIS:

The Agency's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of February 2018 was 1.41%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 0.74%, which is below the benchmark LAIF return of 1.41%, as the portfolio is completely liquid and has significant funds held in custodial accounts accruing very little interest.

With a completely liquid portfolio, the weighted average maturity of the Agency's investments at February 28, 2018 is 1 day. LAIF's average maturity at February 28, 2018 is approximately 172 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2017-18 Investment Policy.

The portfolio will allow the Agency to meet its expenditure requirements for the next six months.

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

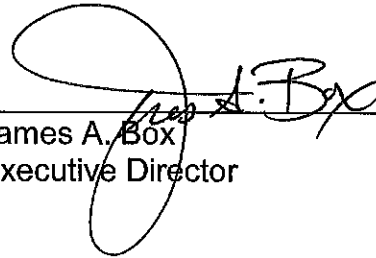
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Assistant Executive Director/Treasurer

Approved:



James A. Box
Executive Director

Attachments:

- A. Investments and Deposits
- B. Cash Balances by Fund

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
February 28, 2018**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
State Treasurer's Pool - SA portion	Local Agency Investment Fund (LAIF)	State of California	On Demand	1.41%	\$ 4,837,856	\$ 4,837,856	\$ 4,833,222	LAIF
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	1,380,708	1,380,708	1,380,708	Bank of the West
Clawback - Demand Deposits/Money Market Account	Bank of the West	Bank of the West	On Demand	N/A	3,259,523	3,259,523	3,259,523	Bank of the West

Total Cash Investments and Deposits

\$ 9,478,086 \$ 9,473,452

Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2010 Tax Allocation Bonds (Tax-Exempt)									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$9.95	\$9.95	\$9.95	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$5,700.89	\$5,700.89	\$5,700.89	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$38.06	\$38.06	\$38.06	US Bank
Reserve Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank
Cash Equivalent	LAIF	US Bank	99LA009W8	On Demand	1.41%	\$1,138,457.28	\$1,138,457.28	\$1,138,457.28	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$1,144,206 \$1,144,206

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B									
Debt Service Fund									
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$824,473.35	\$824,473.35	\$824,473.35	US Bank
Principle Account									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$546.13	\$546.13	\$546.13	US Bank
Interest Account									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$306.72	\$306.72	\$306.72	US Bank

Total 2016 Series A and B

\$ 825,326 \$825,326.20

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series C and D									
Debt Service Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$86.75	\$86.75	\$86.73	US Bank
Interest Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$11.32	\$11.32	\$11.32	US Bank
Principle Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	14.14	\$14.14	\$14.14	US Bank
Cost of Issuance Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank

Total 2016 Series C and D

\$ 112 \$112.19

Total Bond Fund Investments and Deposits (3)

\$1,969,645 \$1,969,645

Notes:

- (1) - There have been no exceptions to the Investment Policy.
- (2) - The Successor Agency is able to meet its expenditure requirements for the next six months.
- (3) - Restricted Bond Funds are held by the fiscal agent.

SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY**POOLED CASH BALANCES BY FUND TYPE
January 31, 2018**

Fund	Cash Balance
710 Project 2000 Debt Service Fund	-
711 Redevelopment Debt Service Fund	-
712 Redevelopment Obligation Retirement Fund	6,368,440
720 Low and Moderate Income Housing Fund	-
721 Housing Successor Fund	-
730 Community Redevelopment Administration Fund	-
731 Successor Agency Admin Fund	(156,242)
740 Redevelopment Project Fund	-
741 Successor Agency Project Fund	6,365
741 Cash DDR Clawback	3,259,523

TOTAL CASH BALANCE**\$ 9,478,086**

CITY OF STANTON

REPORT TO THE STANTON HOUSING AUTHORITY

TO: Honorable Chair and Members of the Housing Authority

DATE: March 27, 2018

SUBJECT: FEBRUARY 2018 INVESTMENT REPORT (HOUSING AUTHORITY)

REPORT IN BRIEF:

The Investment Report as of February 28, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Stanton Housing Authority find 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. Receive and file the Investment Report for the month of February 2018.

BACKGROUND:

The attached reports summarize the Stanton Housing Authority investments and deposit balances as of February 2018. A summary of the Housing Authority's investments and deposits is included as Attachment A. The Housing Authority's cash balances by fund are presented in Attachment B.

ANALYSIS:

The Housing Authority's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of February 2018 was 1.41%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 1.94%, as almost the entire portfolio is invested in LAIF.

With investments almost completely in LAIF, the portfolio is completely liquid, and the weighted average maturity of the Housing Authority's investments at February 28, 2018 is 1 day. LAIF's average maturity at February 28, 2018 is approximately 172 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2017-18 Investment Policy.

The portfolio will allow the Housing Authority to meet its expenditure requirements for the next six months.

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

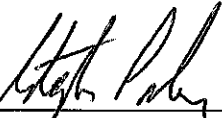
PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

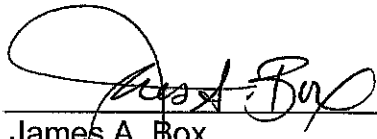
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Assistant Executive Director

Approved:



James A. Box
Executive Director

Attachments:

- A. Investments and Deposits
- B. Cash Balances by Fund

**STANTON HOUSING AUTHORITY
INVESTMENTS AND DEPOSITS
February 28, 2018**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
State Treasurer's Pool - HA portion	Local Agency Investment Fund (LAIF)	State of California	On Demand	1.41%	\$ 579,894	\$ 579,894	\$ 580,053	LAIF
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	\$ 165,500	165,500	165,500	Bank of the West
State Treasurer's Pool - Housing Authority Account	Local Agency Investment Fund (LAIF)	State of California	On Demand	1.41%	\$ 8,847,213	\$ 8,847,213	\$ 8,838,738	LAIF

Total Cash Investments and Deposits

\$ 9,592,607 \$ 9,584,291

Notes:

- (1) - There have been no exceptions to the Investment Policy.
(2) - The Housing Authority is able to meet its expenditure requirements for the next six months.

STANTON HOUSING AUTHORITY

POOLED CASH BALANCES BY FUND TYPE
February 28, 2018

Fund	Cash Balance
------	-----------------

285 Housing Authority Fund	9,592,607
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TOTAL CASH BALANCE

\$ 9,592,607

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: March 27, 2018

SUBJECT: APPROVAL OF DISSOLUTION OF A COUNTYWIDE PUBLIC FINANCING AUTHORITY

REPORT IN BRIEF:

The City of Stanton, along with eight other cities in the county, entered into a joint powers agreement dated June 19, 1996 which established a public financing authority to provide a vehicle to finance the purchase of 800MHz radios. At this time the authority has no outstanding debt and has no outstanding contracts, and the members that created the authority desire to dissolve it. The attached resolution would establish City Council's approval of the dissolution.

RECOMMENDED ACTION:

1. City Council find that these items are 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); and
2. Adopt Resolution No. 2018-12, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE DISSOLUTION OF THE COUNTYWIDE PUBLIC FINANCING AUTHORITY."

HISTORY:

In 1996 the City of Stanton joined the cities of Brea, Buena Park, Fullerton, Garden Grove, Orange, Santa Ana, Seal Beach and Tustin in creating a Countywide Public Financing Authority pursuant to a joint powers agreement dated June 19, 1996.

ANALYSIS/JUSTIFICATION:

Currently the Countywide Public Financing Authority (Authority) has no outstanding indebtedness and is not a party to any outstanding material contracts. As there is no purpose for the continued existence of the Authority, the member cities that established the Authority are now looking to dissolve it.

Resolution No. 2018-12 approves the City of Stanton's election to terminate the agreement and dissolve the Authority once all members of the Authority take similar action.

FISCAL IMPACT:

There will be no fiscal impact with the approval of this resolution.

ENVIRONMENTAL IMPACT:

Not applicable.

LEGAL REVIEW:

None.

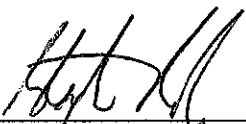
PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

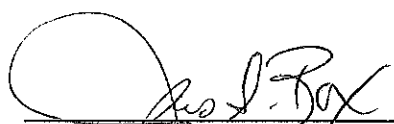
4. Ensure Fiscal Stability and Efficiency in Government

Prepared by:



Stephen M. Parker, CPA
Assistant City Manager

Approved by:



James A. Box
City Manager

Attachments:

- A. Resolution No. 2018-12 Approving the Dissolution of the Countywide Public Financing Authority

RESOLUTION NO. 2018-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE DISSOLUTION OF THE COUNTYWIDE PUBLIC FINANCING AUTHORITY

WHEREAS, pursuant to a joint powers agreement, dated June 19, 1996 (the "Agreement"), the City and the cities of Brea, Buena Park, Fullerton, Garden Grove, Orange, Santa Ana, Seal Beach and Tustin (the "Members"), created the Countywide Public Financing Authority (the "Authority") to provide a vehicle to financing projects beneficial to the Members; and

WHEREAS, the Authority has no outstanding indebtedness and is not a party to any outstanding material contracts and the Members desire to dissolve the Authority.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

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. The City, as a Member, hereby elects to terminate the Agreement and to dissolve the Authority which dissolution shall take effect upon the concurrence of all Members.

SECTION 4. Quint & Thimmig LLP, Larkspur, California, is hereby authorized to provide all necessary documentation to the State Controller to effectuate such dissolution.

SECTION 5. All actions of the officers, agents and employees of the Council or the City that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified and confirmed.

SECTION 6. This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 27th day of March, 2018.

DAVID J. SHAWVER, 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. 2018-12 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 March 27, 2018, 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: March 27, 2018

**SUBJECT: EXTENSION OF CONTRACT WITH VENCO WESTERN, INC. TO
PROVIDE PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES**

REPORT IN BRIEF:

A contract was awarded to Venco Western, Inc. at the September 8, 2015 City Council meeting to provide Citywide Landscape Maintenance Services. The contract is set to terminate on June 30, 2018. The terms of the contract allow for two one-year extensions at the sole discretion of the City. Staff recommends the award of the first extension for the period of July 1, 2018 to June 30, 2019.

RECOMMENDED ACTION:

1. Declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. City Council to approve a contract extension to the firm of Venco Western, Inc. for citywide landscape maintenance services for the first of two allowable contract renewals at identical unit prices.

BACKGROUND:

The City has historically used an outside vendor for landscape maintenance services. In 2015 the services were competitively bid with the following results:

Rank	Contractor	Bid
1	Venco Western, Inc.	\$193,944
2	Landscape West Management Services	\$220,500
3	Mariposa Landscapes, Inc.	\$275,700

References were checked for Venco Western, Inc. (Venco) and they were subsequently awarded the contract.

ANALYSIS/JUSTIFICATION:

The contract includes the following provision:

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..

During the term of the agreement Venco has performed extremely well and staff recommends an extension as allowed by the contract. The contract would be extended until June 30, 2019.

FISCAL IMPACT:

Funding for these services is available from a combination of General Fund and Median Maintenance Accounts and is currently budgeted.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

The City Attorney's office has reviewed the contract amendment and the ability to extend the contract for less the one year provided in the original contract.

PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

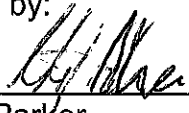
3 - Provide a quality infrastructure.

Prepared by:

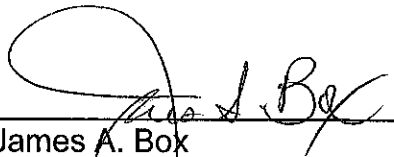


Allan Rigg, PE AICP
Public Works Director/City Engineer

Approved by:



Stephen Parker
Assistant City Manager



James A. Box
City Manager

Attachments:

- (1) Written Request for Contract Extension
- (2) Letter Agreement to Extend Contract



Venco Western, Inc.

March 7, 2018

Allan Rigg
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

RE: Agreement for Landscape Maintenance Services Between the City of Stanton and Venco Western, Inc.

Dear Allan:

Pursuant to Section 3, Item 3.1.2 Term of the above referenced agreement we would like to request a one year extension effective July 1, 2018 to June 30' 2019 at the current rate.

We appreciate the opportunity to provide our services to the City of Stanton and look forward to continued good relations and good service.

Regards,

Linda D. Burr
Venco Western, Inc.



March 20, 2018

David J. Shawver
Mayor

Rigoberto A. Ramirez
Mayor Pro Tem

Alexander A. Ethans
Council Member

Brian Donahue
Council Member

Carol Warren
Council Member

James A. Box
City Manager

Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

Re: Letter Agreement to extend Agreement Between City and Venco Western Inc. for Landscape Maintenance Services

Dear Mr. Archer:

This letter will memorialize and confirm the terms and conditions of an extension of that certain Agreement dated September 8, 2015 (the "Agreement") by and between the City of Stanton ("City") and Venco Western Inc. ("Contractor"). The City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties".

The City, under the Agreement, retained the services of the Contractor for landscape maintenance services. The City and Contractor desire to extend the Agreement a first time, from July 1, 2018 to June 30, 2019 ("Extension").

Except as amended by this Extension, all other provisions of the Agreement remain in full force and effect. The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Extension.

AGREED and ACCEPTED:

CITY OF STANTON

VENCO WESTERN, INC.

By: _____

James A. Box
City Manager

By: _____

Linda D. Burr
Venco Western Inc.

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

Best Best & Krieger LLP
City Attorney



David J. Shawver
Mayor

Rigoberto A. Ramirez
Mayor Pro Tem

Alexander A. Ethans
Council Member

Brian Donahue
Council Member

Carol Warren
Council Member

James A. Box
City Manager

Attest:

By: _____

Patricia A. Vazquez
City Clerk

Approved as to form:

Mal Richardson
City Attorney

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: March 27, 2018

SUBJECT: AWARD OF CONTRACT FOR CITYWIDE TREE TRIMMING AND REMOVAL SERVICES BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

The bids for the Citywide Tree Trimming and Removal Services were opened on February 26, 2018. Based on the post-bid analysis of the four bids received, staff recommends the bid submitted by Great Scott Tree Service, Inc. to be the lowest and most-qualified bid.

The cost for completing the Citywide Tree Trimming and Removal Services contract is approximately \$75,000 which includes a 10-percent contingency.

RECOMMENDED ACTION:

1. Declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h); and
2. Award a contract for the Citywide Tree Trimming and Removal Services to the lowest responsible bidder, Great Scott Tree Service, Inc., for the amount of \$68,765.00 annually for four years; and
3. Authorizes the City Manager to bind the City of Stanton and Great Scott Tree Service, Inc. in a contract for the Citywide Tree Trimming and Removal Services; and
4. Authorizes the City Manager to approve contract changes, not to exceed 10-percent.

BACKGROUND:

On February 12, 2018, the City issued a Request for Proposal for tree trimming and removal services in the City. The previous specifications for this contract were modified

in several ways to match the services needed by the City. These included:

- The new trees in Stanton Central Park and on the Beach Boulevard median were added to the trees to be trimmed.
- The palm trees in the City were put on an annual trimming cycle. Staff had found the previous three-year cycle to be too long.
- A monthly allotment of 40 cubic yards of mulch was added to be delivered to the City for use by City forces in parks and medians.

Four bids were received for these services on February 26, 2018.

ANALYSIS/JUSTIFICATION:

The City does not have the proper equipment or expertise to safely and properly trim and remove the larger trees in the City of Stanton. As a result, staff bid these services out to obtain a licensed professional contractor to perform the work. The Associate Engineer will monitor tree trimming operations and will prepare monthly work orders for the contractor for the period of one year. Certain species of trees require trimming at different seasons of the year to ensure the health of the tree. This contract will include language that will allow the City to extend the term of this contract for additional years at the City's discretion.

The project was advertised for bids on February 12, 2018. Notices announcing the solicitation of bids for this project were posted in the local newspaper and the F.W. Dodge publication known as the "Green Sheets."

The bids were publicly opened on February 26, 2018. Four bids were received and are listed below:

#	Contractor	Base Bid
1	West Coast Arborists	\$138,000
2	Great Scott Tree Service	\$68,765
3	Mariposa Landscapes, Inc.	\$100,215
4	Bright View	\$77,325

The Request for Proposal specified that the award of the contract would be made to the firm which scored the highest based on criteria that were weighted on a scale of one to 10. These criteria were qualifications (20%), approach (10%), price (50%), information management (15%), innovative/creative approaches (5%).

The Public Works Director, Associate Engineer, and Engineering Intern rated each proposal based on these criteria. The results are as follows:

#	Contractor	Rater #1	Rater #2	Rater #3	Average
1	West Coast Arborists	7.55	6.5	6.9	6.98
2	Great Scott Tree Service	9.55	9.9	8.85	9.43
3	Mariposa Landscapes, Inc.	6.95	7.1	7.45	7.17
4	Bright View	7.55	7.05	7.2	7.27

Per the review of the scores, Great Scott was found to be the highest rated bidder by all three reviewers. A check of Great Scott's references indicates that they have successfully completed similar tree trimming contracts for other municipalities. Great Scott Tree Service, Inc. previously completed the Citywide Tree Trimming and Removal Services contract for the City since 2011.

FISCAL IMPACT:

This contract will be funded 10% from the General Fund and 90% from the Lighting and Median Maintenance (1972 Act) Fund, proportionate to the City's tree inventory.

Sufficient funds for the Citywide Tree Trimming and Removal Services were budgeted in the Lighting and Median Maintenance District (1972 Act) Fund in account 225-3530-608100 and General Fund account 101-3500-608100.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.


PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Provide a quality infrastructure.

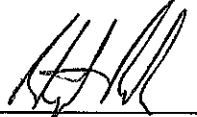
Prepared by:



Allan Rigg, P.E.

Director of Public Works/City Engineer

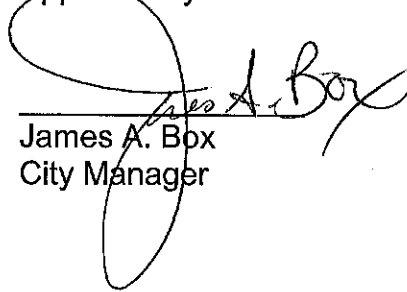
Concur



Stephen Parker

Assistant City Manager

Approved by:



James A. Box

City Manager

Attachments:

(1) Contract

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of March 27, 2018 between the **City of Stanton**, a California Municipal Corporation ("City") and **Great Scott Tree Service, Inc.**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

2. This Agreement shall commence on **July 1, 2018** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2022** unless sooner terminated pursuant to the provisions of this Agreement. At the City's sole discretion the contract may be extended for two years at the same proposed annual cost.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's Director of Public Works shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **seventy five thousand dollars (\$75,000.00)** annually for the total term of the Agreement unless additional payment is approved as provided in this Agreement and shall be billed in accordance with Exhibit B, Proposal.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed seven thousand five hundred dollars (\$7,500.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. However, use of data by City for other than the project that is the subject of this agreement shall be at City's sole risk without legal liability or exposure to Consultant. With respect to computer files,

Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its officials, employees and agents (collectively "Indemnified Parties"), from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part which relate to or arise out of any negligent, intentional or willful act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (collectively "Claims"), by Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, Consultant shall further indemnify, protect, defend and hold harmless the City and Indemnified Parties from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the City from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 9. City has no obligation to ensure compliance with this Section by Consultant and failure

to do so will in no way act as a waiver. This obligation to indemnify and defend City is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of Consultant to fully pay for and indemnify the City for the costs of defense, including but not limited to reasonable attorney's fees and costs, for all Claims against the City and the Indemnified Parties, whether covered or uncovered by Consultant's insurance, against the City and the Indemnified Parties which arise out of any type of omission or error, negligent or wrongful act, of Consultant, its officers, agents, employees, or subcontractors. City shall have the right to select defense counsel.

(e) 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, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant 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 Consultant principal place of business and at the project site. Consultant 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.

(e) 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"). Consultant 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 Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

10. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

11. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way, affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Stanton in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Stanton will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material

breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the

party as set forth below or at any other address as that party may later designate by notice:

To City: City of Stanton
7800 Katella Ave
Stanton, California 90680
Attention: City Clerk

To Consultant: Great Scott Tree Service, Inc.
10761 Court Avenue
Stanton, CA 90680

17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Great Scott Tree Service, Inc. shall perform the services described in this Agreement.

18. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Stanton.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding that between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "B" hereto.

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF STANTON

By: _____
James A. Box
City Manager

CONSULTANT

By: _____
(Signature)

(Typed Name)

Its: _____

Attest:

Patricia Vazquez, City Clerk

Approved As To Form:

Matthew E. Richardson, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

Provide Tree Maintenance services as described in the Request for Proposal dated February 12, 2018.

**REQUEST FOR PROPOSAL
FOR
CITYWIDE TREE MAINTENANCE SERVICES**



**CITY OF STANTON
Public Works Department
7800 Katella Avenue
Stanton, CA 90680**

**Allan Rigg, PE AICP
Director of Public Works
(714) 890-4203
arigg@ci.Stanton.ca.us**

KEY RFP DATES:

Issue Date:	<u>Monday, February 12, 2018</u>
Proposal Due Date:	<u>Monday, February 26, 2018 – 4:00 p.m.</u>
Projected Award Date:	<u>Tuesday, March 13, 2018</u>

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms to provide citywide street tree maintenance services to maintain an inventory of the parkway and median trees within the City's urban forest. **Responses to the Request for Proposals (RFP) will be accepted until Monday, February 26, 2018 4:00 PM.** If further information is required, contact Allan Rigg.

All notifications, updates and addenda will be emailed to all bidders registering with the City. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

The successful proposer must possess or obtain a valid California Class C27 Contractor's license and a C-61/D49 Contractor License prior to the scheduled award date of this contract.

MAILED, DELIVERED BY HAND, or COURIERED sealed proposals will be accepted as follows:

City of Stanton
Public Works Department
ATTN: Tree Services RFP
7800 Katella Avenue
Stanton, CA 90680

The **receiving time** in the Public Works Department will be the governing time for acceptability of proposals. **Late proposals will NOT be considered** and will be returned to proposer unopened. Telegraphic, electronic, and facsimile proposals will **not** be accepted.

It is the responsibility of the proposer to ensure that any proposals submitted shall have sufficient time to be received by the City of STANTON prior to the proposal due date and time.

ONLY SEALED RFP RESPONSES ARE ACCEPTABLE

DO NOT E-MAIL RFP RESPONSES

DO NOT FAX RFP RESPONSES



**CITY OF STANTON
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

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The following meanings are attached to the following defined words when used in these specifications and the contract: The word "City" is used in place of The City of Stanton. The words "Bidder", "Vendor", "Contractor", or "Supplier" are used in place of the person, firm or corporation submitting a proposal on these specifications or any part thereof.

I. INTRODUCTION

The City of Stanton is issuing this Request for Proposals (RFP) to provide citywide tree maintenance services and to maintain an electronic inventory of the street, park, and median trees and trees within the City's urban forest.

II. PERIOD OF CONTRACT

Unless earlier terminated as allowed for in the agreement, contract term shall be for a period of four (4) years. The contract term is anticipated to commence after City Council award of this contract and upon receipt and approval of all required bonds and insurance documents. The projected contract award date is March 13, 2018 with contract start date as July 1, 2018, and may be adjusted as necessary.

III. OPTION OF RENEWAL

The term of this agreement shall have provision for two, two-year renewal option at the discretion of City and City Council approval. **No price increase will be considered during the contract term or renewal options, except as may be required by U.S. or State of California wage determinations.**

IV. FISCAL NON-FUNDING CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall retain the right to notify the provider of such occurrence in writing at least sixty (60) days before the end of the current fiscal period and terminate the contract on the last day of the current fiscal period without penalty or expense to the City.

V. PROPOSAL DEPOSIT AND PERFORMANCE BOND

A **proposal deposit** in the amount of **five percent (5%) of the total proposed annual contract amount** shall accompany each proposal. The proposal deposit must be in the form of a bid bond, cashier's check, certified check, bank draft, letter of credit, trust company treasurer's check, or money order. Checks shall be payable to the City of Stanton. **NO PERSONAL OR COMPANY CHECKS WILL BE ACCEPTED.** Proposal deposit of the unsuccessful proposers shall be returned upon award of contract by the City.

The successful proposer shall supply a **performance bond** in the amount of **one-hundred percent (100%) of the successfully awarded total annual contract amount** of the proposal prior to execution of the contract. Upon receipt of the performance bond, the proposal deposit will be returned. The proposal deposit is subject to be forfeited if the successful proposer fails to execute the written contract and furnish the required performance bond, or to satisfy any other conditions present within a reasonable time as determined by the City. The performance bond is to be renewed annually and submitted by the contractor in the amount of the total annual contract amount.

VI. SCOPE OF WORK/SERVICES

The scope of work may include any and all work efforts related to the City Tree Maintenance Services as set forth in **EXHIBIT B - SCOPE OF SERVICES**.

The contractor shall be an independent contractor capable of providing experienced, knowledgeable and professional staff. The contractor shall be responsive and maintain excellent working relationships with city residents, businesses, government officials and City staff. The contractor shall provide adequate staffing levels at all times and adhere to established schedules.

The contractor shall comply with all federal, state and local laws, rules, regulations, ordinances, and statutes.

VII. GENERAL INFORMATION

- A. The term of the contract will begin on **July 1, 2018**.
- B. When determined appropriate, the City will provide information in its possession relevant to preparation of required information in RFP.
- C. The proposer shall be responsible for retaining data, records, and documentation for the preparation of the required information. These materials shall be made available to the City as requested by the City.
- D. All costs incurred in the preparation of the proposal, the submission of additional information, attendance at the mandatory pre-proposal meeting, negotiations with City, and/or any other aspect of a proposal prior to award of a written contract will be borne by the proposer. The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any informality or technical defect in the proposal.
- E. All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City.
- F. The City reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP, and include a description of the service provided by each subcontractor, and the percentage of total work performed by each subcontractor. The City reserves the right to reject any subcontractor(s). Subcontractors shall be the responsibility of the prime contractor and the City shall assume no liability of such subcontractors.

VIII. COORDINATION

Coordination by the awarded proposer with the City, other contractors, and agencies will be required to achieve satisfactory and timely delivery of the required services. Coordination may include, but not be limited to, coordination with neighborhood and civic groups, local and/or state agency boards, and attendance at City Commission, Agency, and Council meetings. The City will decide the manner in which the coordination efforts will be conducted.

IX. PROPOSER CONTACT

The selected proposer will assume responsibilities for all services in its proposal response. The selected proposer shall identify a primary point of contact with the greatest knowledge in regard to the required service operations. Contractual matters, including payment of any and all charges resulting from the Agreement.

X. LICENSE REQUIREMENTS

In accordance with Section 3300 of the California Public Contract Code, the City has determined that the proposer shall possess a license in the classification specified in the Notice Inviting Proposals.

XI. PREVAILING WAGE

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract, which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775 of the Labor Code (State of California) Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

XII. MEETINGS

The successful proposer will be required to meet with City as required by the City, to discuss and agree on operational issues including review of quality of services, scheduling, and other issues deemed necessary by the City.

XIII. ADDENDA

Any subsequent changes in RFP from the date of preparation to date of submittal will result in an addendum or amendment by the issuing office. Notification of such addendum or amendment shall be effected by posting on City's website, as set forth in the Notice Inviting Proposals.

XIV. RULES FOR PROPOSALS

The signer of the RFP must declare in writing that the only person, persons, company, or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer of the proposal has full authority to bind the proposer per the sample agreement (Exhibit M).

XV. E-MAIL COMMUNICATIONS AND INTERPRETATIONS/CLARIFICATIONS

To facilitate the RFP process, proposers are required to register with the City to receive addendums and clarifications. No oral interpretations will be made by the City to any proposer as to the meaning of requirements identified herein, including the Scope of Services and Terms and Conditions. Every request for such an interpretation must be made in writing via e-mail to the project manager (arigg@ci.stanton.ca.us) **no later than Tuesday, February 20, 2018 4:00 PM**. Significant interpretations or clarifications will be made by addenda or errata to this RFP, which will be sent to any company that has requested an RFP package. Addenda may become part of the agreement documents.

XVI. SUBMITTAL INFORMATION AND DEADLINE

Proposals are due to the City of Stanton, at the date, time, and location set forth on the Notice Inviting Proposals. Faxed and e-mail proposals will not be accepted.

XVII. SUBMITTAL REQUIREMENTS

The RFP is intended to assess and evaluate each firm's capabilities as they apply to the proposed project.

Submittal of Proposal

- A. Four (4) copies of the response to the RFP; one shall be an original signed by a company official with the power to bind the company.
- B. One (1) copy of the submittal on a compact disc, USB flash drive or equivalent electronic medium.
- C. Structure the proposal to include the Scope of Services response, general time implementation schedule, fees/contract price, and exhibits. **Each firm must address each of the items listed in Exhibit A: Submittal Requirements, in its response to the RFP:**
- D. Exceptions: Any exceptions to the requirements of this RFP must be included in the proposal. Such exceptions must be included as a separate element of the proposal entitled "Exceptions and Deviations." For each exception requested, the proposer will explain the reason for the exception and the proposed remedy. The Public Works Director, at his sole and absolute discretion, may authorize or deny any proposed exceptions.

XVIII. CONTRACTOR SELECTION – PROPOSAL AND EVALUATION

The proposals will be reviewed by a committee of City staff members. The committee will evaluate proposers based on the response to the RFP, the evaluation criteria set forth above, and vendor interviews. The committee will calculate a final score for each submitted proposal and to rank the proposers by score.

The criteria for evaluating the proposals submitted will take the following items into consideration:

- A. Qualifications of Business and Key Personnel 20%
Including ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity and magnitude for other public agencies of similar size, references.
- B. Approach to Providing the Requested Scope of Services 10%
Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.
- C. Price Proposal 50%
Price Proposals will be evaluated on the basis of the pricing submitted in Exhibit F. Greatest weight will be given to the Pruning Section. Other pricing will be considered for evidence of an unbalanced bid, where the bid is structured on the basis of low prices for some work and inflated prices for other work. The City may reject a proposal if the City determines that the proposal contains an unbalanced bid and there is reasonable doubt that the proposal will result in the lowest overall cost.

Proposer certifies the pricing shown in Exhibit F is its last, best and final offer. The City will not enter into price negotiations. Only issues such as scheduling and/or "value-added" services may be negotiable at the City's discretion.

- D. Information Management 15%
1. Inventory software provided to the City
 2. Technical support for software and data management
 3. Quantity and types of inventory equipment
 4. The ability to provide accurate inventory updates, for all trees serviced, compatible with the City's tree inventory database
 5. Geographic Information System (GIS) capabilities
- E. Innovative and/or Creative Approaches 5%
- Providing the services that provide additional efficiencies or increased performance capabilities.
- F. Oral Interviews

In addition to the written proposal, the top tier proposers may be asked to make an oral presentation to the committee.

The proposer should have available the contact person referred in Section IX above and the proposer's proposed project manager to discuss the following:

1. The major elements of the proposal and be prepared to answer questions clarifying the proposal details.
2. A description of similar experience the proposer has in providing the requested services. Exhibits may also be used.
3. The proposed staffing, supervision coverage, level of training, and fleet and facility resources identified to provide the requested services.
4. Any other areas the City finds necessary to address.
5. Proposers will limit their presentation team to no more than three representatives, including the contact and project manager mentioned above.
6. The City will notify proposers selected for interviews of the date, time and place, and may include additional details if necessary.

XIX. REVIEW EVALUATION RESULTS AND AWARD

Proposals will become public record after award of contract. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act. Proposers must mark all material as proprietary in its submission.

EXHIBIT A

SUBMITTAL REQUIREMENTS

Responses must include all of the items listed below, in the order listed. Failure to respond to any of the items or list them in the order shown will be grounds for rejecting the response.

- A. Statement of Qualifications - In order to maintain uniformity, the Statement of Qualifications must be limited to a **MAXIMUM of 20 PAGES** (excluding front and back covers, section dividers and exhibits). The page limitation includes all appendices, attachments, and supplemental information.

The following information (items 1 through 6) is required as part of the Statement of Qualifications:

1. Cover Letter – A letter signed by a principal or authorized representative who can make legally binding commitments for the entity.
2. Firm and Personnel Experience: A profile of the firm's experience, including the names and experience of personnel and subcontractors who will be providing services. At a minimum, this will include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual's time devoted to this project. The project manager/principal agent shall be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview.

The firm shall identify at least two (2) ISA Certified Arborists who have at least five (5) years' experience in the field of urban forest management that will be responsible for providing project management throughout the life of the contracts as well as a full-time English speaking Project Supervisor who is an ISA Certified Arborist, capable of communicating with any City representative and be authorized to act on behalf of the firm.

3. List of staff qualification including but not limited to:
 - a. Certified Arborists employed by the firm.
 - b. Certified Tree Workers employed by the firm.
 - c. Certified Utility Arborists employed by the firm.
 - d. Utility Line Clearance Specialist employed by the firm.
 - e. Technicians providing technical support for inventory software.
4. Documentation of the technical ability and experience similar in scope to the project.
 - a. A description of previous experience, including urban forestry management Project of similar nature and scope.
 - b. A written description of the proposed software program to be used to manage the City's Tree Inventory and firm's ability to provide accurate inventory updates for all trees serviced.
 - c. A statement describing the firm's ability to provide tree inventory data for the City's Geographic Information System (GIS). Data shall be compatible with the City's GIS program.
 - d. A written description of work activities that include but not limited to the following activities:

- i. Grid pruning
 - ii. Service request response
 - iii. Planting
 - iv. Removals
 - v. Emergency response protocol
 - e. A written description of the firm's plan to report green waste generated and the method for its disposal.
 - f. All equipment to be used to fulfill this contract must meet state and federal safety requirements, and have appropriate, up-to-date safety certifications as required.
 - g. A written statement describing the firm's ability to acquire and purchase trees for the City's planting program. Include a description of the facility where the trees are to be stored.
5. Implementation Plan: Proposer shall submit a general description of the deliverables and timelines to complete the project and include firm start date after award and approval on July 1, 2018.
6. Proposed Quality and Cost Control Plan to enhance the service and responsiveness to the City. The Plan should include the following:
- a. The methodology in which the firm will handle complaints from the public and damage to public and private property.
 - b. Effective means to correct problems.
 - c. The means the firm will use for completing the project.
- B. Financial Responsibility (Capacity): Proposer shall submit its most recent audited financial statement, evidencing proposer's financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) - day period. If said financial statement does not reflect full ninety (90) -day operational capacity, proposer may include a letter of credit as evidence of supplemental capacity.
- C. Proposal Deposit (Bid Bond): Five percent (5%) of the total proposed annual contract amount of the proposal item pricing in Exhibit F. The proposal deposit must be in the form of a bid bond, cashier's check, certified check, bank draft, letter of credit, trust company treasurer's check, or money order. Checks shall be payable to the City of Stanton. NO PERSONAL OR COMPANY CHECKS WILL BE ACCEPTED. Proposal deposit of the unsuccessful proposers shall be returned upon award of contract by the City.
- D. EXHIBIT F – PROPOSER'S CERTIFICATION AND PROPOSAL ITEM PRICING
- E. EXHIBIT G – RELEVANT WORK HISTORY
- F. EXHIBIT H – PROPOSER'S STATEMENT
- G. EXHIBIT I –CERTIFICATION OF NONDISCRIMINATION BY CONTRACTOR
- H. EXHIBIT J – RESPONSIBLE PROPOSER – SUPPLEMENTAL QUESTIONNAIRE
- I. EXHIBIT K – NON-COLLUSION AFFIDAVIT
- J. EXHIBIT L– SAMPLE ADDITIONAL INSURED ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY POLICY

- K. The proposal must be completely responsive to the RFP. Failure to follow the format as listed in items A through H above will be grounds for rejecting a proposal.

EXHIBIT B
CITY OF STANTON
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES
SCOPE OF SERVICES

Proposer must provide costs for each of the service categories described in the specifications outlined in EXHIBIT F. Proposers must also list all deviations from the specifications, if any. The routine maintenance locations will serve as the basis for the RFP. At the discretion of the City's Project Manager or designee, one or more optional add-on locations and specialized services may or may not be included in the agreement with contractor. In addition, the City at the discretion of its Project Manager or designee reserves the right to decrease the scope of work during the duration of the agreement.

I. FUNCTIONS AND RESPONSIBILITIES

A. CITY CONTRACT MANAGER

The City's Contract Manager or designee shall have the authority to accept/reject materials and workmanship and to make minor changes in the work or schedules. When the performance of the work or completion per schedule is determined to be sub-standard, he/she may (1) recommend that all or a portion of a regular monthly payment be withheld, and/or forfeiture for delay to be assessed; or (2) direct the work be accomplished by either City forces or separate contractor, to complete the necessary work as close to the schedule as possible, and withhold the resulting costs. Payment to be withheld shall be deducted from the next monthly payment due the Contractor, or if the amount is insufficient to cover payment, the Contractor shall be liable and will be billed accordingly.

The City's Contract Manager or designee shall decide all questions which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources.

B. CONTRACTOR

(1) Contractor's Office

Contractor is required to maintain an office/yard within a sixty (60) minute response time of the job site and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by radio or cell phone. Contractor shall have a maximum response time of sixty (60) minutes to all emergencies. There will be no on-site storage of equipment or materials without written permission from the City's Project Manager.

(2) Submittals

The selected proposer shall submit to the City's Contract Manager or designee at the beginning of work, 1) a detailed job schedule, 2) time sheet, 3) names and titles of all persons working under the contract, and 4) materials and/or chemicals to be used during the course of the contract, for approval. All submittals shall be periodically updated as necessary. The City's Contract Manager or designee shall be immediately notified of any deviation from schedule or material usage.

Contractor shall provide sufficient personnel to accomplish the work within the allotted time frames as indicated in this specification.

(3) Uniforms/Identification

The Contractor shall provide to all field personnel a standard uniform with company identification. All vehicles and equipment on the project site shall also be properly marked with company identification.

(4) Licenses and Permits

In addition to any and all relevant City, State and Federal permits and licenses required for the performance of the work required by this contract, prior to award of contract and without additional expense to the City, the Contractor shall hold a valid and current California C-27 and a C-61/D49 Contractor License, and a City of STANTON Business License, and provide a copy thereof. Both State licenses must be in good standing for the previous seven (7) years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

(5) Equipment

1. The Contractor's vehicles and equipment shall be neat in appearance and easily identified.
2. The Contractor shall maintain its vehicles and equipment in a safe and mechanically sound condition.
3. The Contractor shall provide all personnel, vehicles, supplies and equipment necessary to perform services.

(6) Compliance with Applicable Laws and Regulations

1. Contractor shall perform all requirements under and in strict observance of and compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.
2. Contractor warrants the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract.

(7) Billing

Billing shall be monthly in arrears for actual services provided. The bills will itemize costs by the type of work and number of trees (as applicable). All non-scheduled or special work requested by the City's Project Manager will be shown on a separate line item so City staff can discriminate between routine and unscheduled work. Each invoice will include the City's purchase order number.

The City reserves the right to audit all contractor records (including payroll) related to its billings. Such audits may take place without prior notice during the contractor's regular business hours at the contractor's office where the records are maintained.

II. SCOPE OF WORK

DUTIES AND RESPONSIBILITIES

A. INTENT

- (1) To provide full and complete contract tree maintenance services for parks, parkways and median trees throughout the City herein described, and that such trees be kept in a safe, vigorous, and aesthetically attractive condition at all times.

B. DESCRIPTION OF CONTRACTED SERVICES

- (1) Furnish all labor, equipment, materials, and supervision to perform tree maintenance as described herein including, but not limited to, the following:
 1. tree trimming;
 2. tree removal;
 3. tree planting;
 4. root barrier and installation;
 5. root pruning;
 6. pesticide application;
 7. disposal, clean up, and recycling of green waste;
 8. emergency services;
 9. electronic management of all work records, tree inventory and software updating

C. MINIMUM REQUIREMENTS

- (1) Contractor must have been in the business of providing full service tree maintenance programs to governmental agencies and/or municipalities that includes, but is not limited to the pruning, removal and replacement of trees for at least five (5) years. In addition, Contractor must provide five (5) references with contact information for the main agency manager.
- (2) Contractor must show, through documentation by records of past performance and references, a corporate capability that includes the ability to perform similar services.
- (3) The Contractor shall exhibit, by portfolio and references, the capacity to respond to emergency tree incidents, ranging from limb failures on single trees to storm related damages affecting many trees, in a manner that meets the needs of the City.

D. WORKING HOURS

- (2) Normal working hours shall be within a ten-hour day between the hours of 7:00 AM and 5:00 PM, Monday through Friday. No Saturday or Sunday work is to be

scheduled without prior written permission from the City, unless it is an emergency situation. No motorized equipment shall be operated before 7:00 AM or after 5:00 PM.

1. Normal business hours are according to the Municipal Code, 15.90.050. Activities with special provisions.
2. Noise sources associated with the maintenance of real property provided said activities take place between 7:00 a.m. and 8:00 p.m. on any day except Sunday or a federal holiday, or between the hours of 9:00 a.m. and 8:00 p.m. on Sunday or a federal holiday.

E. LEVEL OF MAINTENANCE

- (1) All work shall be performed in accordance with the **HIGHEST INDUSTRY STANDARDS**, as stated in the enclosed maintenance specification description. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the sites.
- (2) If, in the judgment of the City, the level of maintenance is less than that specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and the City. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at the City's sole discretion, result in deduction of payment for that date, week, or month. Payment will be retained for work not performed until such time as the work is performed to City standard. Deductions will be made based on the unit costs shown in Exhibit F.
- (3) The Contractor is required to correct deficiencies within the time specified by the City. If noted deficient work has not been completed, payment for subject deficiency shall be withheld for current billing period and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

F. QUALITY OF WORK AND MATERIALS

- (1) All material and equipment furnished by the Contractor shall be high grade, and free from defects and imperfections. Workmanship shall be in accord with the best standard practices. Both materials and workmanship shall be subject to the approval of the Contract Manager or designee. All materials used shall be approved in advance by the Contract Manager or designee.

G. WORKMANSHIP AND SUPERVISION

- (1) The work force shall include a thoroughly skilled, experienced, and competent supervisor who shall be responsible for adherence to the specifications expressed within the Scope of Work. All supervisory personnel must be able to communicate effectively in English (both orally and in writing). Any order given to supervisory personnel shall be delivered to the Contractor. The supervisor assigned must be identified by name to ensure coordination and continuity.
- (2) At a minimum, Contractor shall provide, in addition to one (1) full-time supervisor, and up to three (3) pruning crews.

Each Pruning Crew shall consist of, at minimum:

Three (3) employees – 1 foreman and 2 tree trimmers

One (1) boom truck

One (1) chipper truck

One (1) chipper and pruning equipment including, but not limited to, chainsaws, pole pruners, and pole saws.

In addition, the contractor must be able to provide removal and planting crews on a monthly basis or as needed.

Foreman and tree trimmers shall be qualified line clearance workers or certified arborists.

H. SUPERVISION OF CONTRACT

- (1) All work shall meet with the approval of the City's Project Manager or designee. There shall be, at a minimum, a monthly meeting with the Contractor and the City's representative to determine progress and to establish areas needing attention. A daily maintenance schedule will be submitted electronically to the City every morning. The supervisor of this contract shall be available to meet with the City's representative daily during working hours, as necessary.
- (2) Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

I. SPECIFICATIONS

- (1) All work shall conform to the pruning standards as noted in the American National Standard Institute, ANSI A300 (Part 1) – 2008 Pruning Standard and the companion publication Best Management Practices, Tree Pruning (Revised 2008). In all cases, the City's representative shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the Contractor. Trimmed trees rejected by the City's representative shall be excluded from payment.
- (2) Contractor shall comply with Standards of the Division of Occupational Safety and Health (CAL OSHA) and the American National Standard Institute (ANSI), Z133.1-1988, Safety Requirements.
- (3) These specifications are intended to cover all labor, material and standards of architectural, landscaping, and mechanical workmanship to be employed in the work called for in these specifications or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.

J. CORRESPONDENCE

All correspondence shall be addressed to:
Allan Rigg, Director of Public Works
7800 Katella Avenue
Stanton, CA 90680

K. PROVISIONS FOR EXTRAS

- (1) No new work of any kind shall be considered an extra unless a separate estimate is given for said work and the estimate is approved in writing by the City's Project Manager before the work is commenced. The Contractor will be required to provide before and after photographs of safety items or emergency repairs which were made without prior City approval. Documentation of contract compliance may be required on some occasions.
- (2) Should a change or extra work be found necessary by the City, all changes and extra work shall be performed at the same unit price of any proposal item listed. If the work is not listed as a proposal item, the Contractor shall submit a fair cost for the work to be performed. A change order authorization, in writing, will be issued by the City.
- (3) The City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the specifications or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the City's Contract Manager or designated representative. The Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. The City shall reduce the price accordingly. Alterations, modifications or deviations from the work described in the scope of services by Contractor shall be subject to the prior written approval of the City. Any price adjustments shall be made by mutual consent of the parties in that case.

L. STREET CLOSURES, DETOURS, BARRICADES

- (1) Warning signs, lights, and devices shall be installed and displayed in conformity with "The California Manual on Uniform Traffic Devices" for use in performance of work upon highways issued by the State of California, Department of Transportation and as directed by City staff.
- (2) If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City staff, staff may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment.
- (3) Traffic control plans shall conform to the current Standards and Guidance of the CA-MUTCD

M. DISPOSAL

- (1) All debris generated by the Contractor in the performance of work shall become the property of the Contractor from and after the time of site clean-up. The Contractor shall dispose of all generated debris at no additional cost to City and shall dispose of debris as is consistent with the requirements of AB 939.

1. Provide disposal reports.
2. As requested, City may request Contractor to dump tree mulch at City owned sites at no extra cost to City.
3. All green waste produced as a result of the Contractor's operations under this Agreement shall be reduced, reused, and/or recycled, by Contractor. Weight slips shall be required as proof of final disposal and must be submitted by Contractor with each demand for payment. All brush generated from tree trimming operations shall be recycled where practical.
4. Wood chips:
 - a. Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. Disposal is to be at a recycling yard for use in a mulching program, and Contractor shall provide proof of such with each monthly invoice.
 - b. At the direction of the City's Contract Manager, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips may be dumped in specific locations in the City.

If the Contractor has a location outside the City where such mulch may be applied, Contractor must provide the City with documentation (included in each demand for payment) from the property owner including indicating location and amount of material to be used at that location.

N. RECORDS

- (1) Contractor shall provide and operate, at no cost to the City, a computerized tree inventory system that is capable of uploading historic data
 1. This system shall be password accessible twenty four (24) hours each day of the year via the internet.
 2. Historic tree inventory and work history data, to be provided by the City, shall be uploaded and operational within Contractor's tree inventory system prior to the commencement of any tree service work under the terms of an awarded contract.
 3. Thereafter, the Contractor shall update and maintain the tree site specific, internet accessible, computerized tree inventory system to reflect changes in baseline data (e.g. species, height, DBH) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory.
 4. The system shall be capable of maintaining and displaying all past work histories for any and all tree sites in the inventory, both individually and collectively by query, as well as future scheduling to the extent known.

5. All aspects of the system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of the Contractor and shall be provided at no cost to the City. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web based applications, including the ability to export data into common spreadsheet applications. The records created for the City shall be the property of the City.

- (2) Contractor will provide on a monthly basis to the Contract Manager or designee a report of any changes noted or performed by the Contractor to the City's existing tree inventory.

O. EMERGENCY SERVICES

The Contractor will provide the City a 24- hour emergency phone number and name of at least two (2) qualified persons who can be called by City representatives when emergency maintenance conditions occur. These Contractor representatives shall respond to said emergency within thirty (30) minutes of receiving notification and mobilize field staff to respond to the emergency within two (2) hours.

P. SCHEDULES

The City operates on a three (3) year prune cycle for all trees except palms, which must be trimmed annually.

(1) Annual Schedule

Upon contract award, the successful Proposer shall be required to submit a work schedule based on the City's annual pruning requirements, removal and placement program, and planting Project. The proposal shall include a recommended annual work program, daily work schedules, personnel and vehicles that would be required to complete the annual maintenance program. Depending on the City's current and future needs, the scheduled work may require multiple crews to perform concurrently within the same time constraints.

- a. The Contractor shall provide an annual maintenance schedule indicating the time frames when items of work shall be accomplished per the performance requirements.
- b. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.

(2) Monthly Schedule

1. Contractor shall meet with the City as needed to discuss work performance, special instructions, any problems encountered and upcoming schedules.
2. The contractor shall send changes to the schedule to the City's Project Manager or designee at least twenty-four (24) hours before the scheduled time for the work.

3. Failure to notify of a change and/or failure to perform an item of work on a scheduled day may, at the City's sole discretion, result in deduction of payment for that date, week or month.

(3) Daily Schedule

The Contractor shall meet with the City's representative daily for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. Changes to daily schedules can be made verbally or by email to the City's Project Manager or designee.

(4) Performance on Schedule

The Contractor will be provided the maximum latitude in establishing work schedules which correspond to its manpower and equipment resources. The Contractor will also be provided the opportunity and procedure for adjusting those schedules to meet special circumstances. Therefore, all work shall be completed on the day scheduled, as shown on the daily schedule.

S. PERFORMANCE DURING INCLEMENT WEATHER

- (1) During periods when inclement weather hinders normal operations, the Contractor shall adjust its work force to accomplish those activities that are not affected by weather.
- (2) The Contractor shall immediately notify the City's Contract Manager or designee prior to removing the work force from the job site for agreement on degree of inclement weather or other reasons. If the Contract Manager or designee cannot be reached, the Contractor shall notify the Landscape Maintenance Services Supervisor.

T. PUBLIC NOTICING

The Contractor shall supply and post standard signage on the trunk of the tree at the site work at which work is to be performed, **at least (72) hours in advance** of work with the signage clearly stating what type of work is to be done and what effect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause permanent damage to the tree such as twine. In the event that a tree trunk is not available for posting, the Contractor shall affix the posting to a standard size safety cone or a three foot stake and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding.

U. TOOL SANITATION

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a twenty-five (25) percent chlorine bleach solution or one hundred (100) percent Lysol, after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain and will result in severe penalties to the Contractor.

V. WILDLIFE PROTECTION

- (1) The Contractor shall have a wildlife protection program that outlines employee protocol when discovering wildlife in trees scheduled for pruning. A copy of the program material shall be made available to the Project Manager or designee.
- (2) Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the verbal or written permission of the City Arborist or designated representative. At no time shall any nest or wildlife be removed from its location.
- (3) In the event that wildlife is accidentally displaced and needs assistance, the Contractor shall notify the City's Animal Control service and/or the nearest appropriate animal rescue facility, as identified in the Contractor's submittal required herein regarding "Protection of Wildlife", shall be contacted for assistance.

W. UNDERGROUND EXCAVATIONS

The Contractor shall be responsible for locating all underground utility lines to insure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor shall contact Underground Service Alert (1-800-227-2600) 48 hours before commencing any excavation, to locate underground service lines. Contractor shall be responsible for removal of underground markings on completion of scheduled removal and stump grind.

III. **TECHNICAL MAINTENANCE SPECIFICATIONS**

A. TREE INVENTORY

- (1) Upon contract award, the successful Proposer shall be required to provide a complete update of the City's tree inventory at no additional cost to the City and submit the completed inventory to the City as each zone is pruned. The tree inventory data shall conform to the existing tree inventory database and include but not be limited to the following data fields:

- (2) Tree Location

1. A Global Positioning System (GPS) tree inventory shall be created with a new database using the City's standardized addressing system for all City owned or maintained easement.
2. The systems should be able to export a shapefile that includes all tree attributes. Latitude/Longitude, Species, Height, DBH, Age or Date Planted (if available), ID number (for linkage to maintenance records), etc.

- (3) Tree condition

1. General condition of individual trees
2. Condition of surrounding hardscape (i.e. displaced or recent repairs or any lift over three quarters (3/4"))

IV. GENERAL MAINTENANCE REQUIREMENTS

All maintenance functions shall be performed in accordance with the following specifications. The City shall have the right to determine schedule days and the extent and frequency of additional "as needed" services. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the listed trees.

All operations will be conducted so as to provide maximum safety for the public and minimize disruption of the public use of City streets.

Hazardous evaluation of trees or palms at time of trimming and reported through work order system: While performing work of any type, the tree worker should inspect for any obvious hazards related to trees, including uplifted sidewalk segments (lifted over three quarters (3/4")), all hazardous situations should be corrected or promptly reported to the City. Any structural defect or weakened tree shall be reported to the City's Contract Manager. This information will be updated, at a minimum, on a weekly basis.

Remove leaves, weeds, trash, and other debris from landscaped areas and disposed of off-site.

Clean sidewalks, roadways, and any other areas littered or soiled by Contractor maintenance operations.

Maintain the premises free of debris at all times. Upon completion of any work project, the Contractor shall remove remaining excess materials, waste, rubbish, debris, and his/her construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed. Existing City trash containers shall not be used for the disposal of debris collected by the Contractor.

Prune trees adjacent to roadway intersections to provide adequate sight distance for vehicles entering the intersection.

Prune trees materials so that all traffic control signs are clearly visible to approaching drivers.

Notify the City immediately of any unusual and hazardous conditions at the work site.

A. HARDWOOD TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specifications. The criterion for pruning varies based on the type or purpose of pruning.

(1) General Specifications for hardwood tree pruning

1. Contractor shall consult with the City Arborist or his designee before making any cuts that could result in permanent disfigurement of the structure of any tree.
2. Trees shall be pruned so as to prevent branch and foliage interference with safe public passage. Street clearance shall be kept to a minimum of seventeen feet (17') above the paved surface of the street and fourteen (14') feet above the curb and surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time as direction is obtained from the City Arborist.

3. When removing a live branch, pruning cuts should be made in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
4. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
5. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected.
6. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
7. All dead and dying branches and branch stubs shall be removed.
8. All broken or loose branches shall be removed.
9. Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed or reduced to half the diameter of the parent branch.
10. When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
11. Selectively reduce and/or remove branches that create sight line conflicts with traffic control signs and/or devices.
12. Selectively reduce and/or remove branches that are within five (5) feet of a structure.
13. Clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
14. Prune so as to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the City Arborist to do otherwise.
15. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees.
16. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.

17. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree. All major pest problems shall be promptly reported to the City.
18. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.
19. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
20. Chainsaws will not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
21. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.
22. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City to aid in the safety of climbers performing the removal of a tree.
23. Conifers shall typically be pruned in late winter or early spring.
24. Contractor shall avoid damaging the central leader on all conifers.
25. To control the growth of large, mature conifers contractor shall be required to prune the new growth of lateral limbs.

(2) Prune Classifications for Hardwood Trees

1. A **Light Prune** is performed when conditions within the crown of a hardwood tree are such that only target pruning is needed. Trees that are identified and mutually agreed upon as a candidate for a Light Prune shall have no more than 15% of the live foliage removed. A Light Prune typically consisting of trees in a condition requiring a minimized removal of dead, diseased, detached, and broken branches. Additional minimized crown raising for vertical clearance and removal of sucker growth may be required. This classification could apply to younger trees needing minimal attention to more mature specimens with slowed growth rate.
2. A **Grid Prune** is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Grid Prune shall have no more than 25% of the live foliage removed.
3. A **Large Scale Prune** is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to

reduce overall canopy mass and excessive wood weight. Trees that are identified for a Large Scale Prune shall have more than 25% of the live foliage removed, have a diameter breast height above 29", and/or a 50' spread. All Large scale pruning shall be pre-authorized by the City Arborist or designee.

4. A ***Service Request Prune*** shall require Contractor to provide tree maintenance services on designated tree(s) as ordered by the City Arborist or designee. Duration of tree maintenance services could be less than one full work day, requiring Contractor to mobilize to another work area. Most assignments will require several job site set ups to perform the work dependent on field conditions.
 - a. Structural Prune is the removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment, and ultimate size of branches and stems. Structural pruning is used on young and medium-aged trees to help engineer a sustainable trunk and branch arrangement. This pruning type can be summed up in the phrase: subordinate or remove codominant stems. Small-maturing trees and shrubs are structurally pruned to properly space codominant stems, reduce or remove rubbing limbs, and provide desirable crown configuration. All branches are to be kept less than half the trunk diameter. Spacing scaffold limbs allow for the trunk and leader to develop properly, gives the canopy a more balanced form, and reduces wind resistance. Suppress growth on branches with included bark to minimize the chance of breakage.
 - b. Crown Cleaning: or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Cleaning is the selective removal of dead, diseased, detached, and broken branches. This type of pruning is done to reduce the risk of branches falling from the tree and to reduce the movement of decay, insects, and diseases from dead or dying branches into the rest of the tree. Cleaning is the preferred pruning type for mature trees because it does not remove live branches unnecessarily. Cleaning removes branches with cracks that may fail when the interior wood dries.
 - c. Crown Thinning: includes the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.
 - d. Crown Reduction: is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree or shrub. This type of pruning is done to minimize the risk of failure, to reduce height or spread, for utility line clearance, to clear vegetation from buildings or other structures, or

to improve the appearance of the tree. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.

- e. Crown Restoration: is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. Restoration is the selective removal of branches, sprouts, and stubs from trees that have been topped, severely headed, vandalized, lion tailed, broken in a storm, or otherwise damaged. The goal of restoration is to improve a tree structure, form, or appearance.
- f. Crown Raising: consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles, and pedestrians. It is important that a tree has at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.

B. PALM TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specification. The criterion for pruning varies based on the type or purpose of pruning. *Palm Pruning* consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

(1) The specifications for the pruning of Queen Palm trees are as follows:

- 1. Queen Palm (*Syagrus romanzoffianum*): Palm pruning is the removal of fronds, flowers, fruit, stems, or loose petioles that may create a hazardous condition. Palms also may be pruned for aesthetic reasons to eliminate sprouts and stems or dead fronds and seedpods. Live, healthy fronds should not be removed. If they must be removed, however, avoid removing those that initiate at an angle of 45 degrees or greater above horizontal. Fronds removed should be severed close to the petiole base without damaging living trunk tissue. Climbing spikes should not be used to climb palms for pruning.
- 2. While making an approach to the palm crown for pruning, the Contractor shall inspect the trunk of the palm tree for signs of decay, insect frass, bees, rodents, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, the Contractor shall report to the City Arborist immediately.
- 3. Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with and can cause staining to hardscape elements. The Contractor shall be responsible for removing palm fruit related stains from private property hardscape elements.

(2) The specifications for the pruning of Canary Island Date Palm trees are as follows:

- 1. Canary Island Date Palm (*Phoenix canariensis*): dead petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be

uniform and smooth in appearance and shall extend no less than four (4) and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. The Contractor may use a clean chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovels in shaping and maintaining ornamental balls often results in ornamental balls which have flat, untapered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences.

2. Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.
3. Fronds shall be trimmed using a handsaw, pole saw, or chainsaw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in a twenty-five (25) percent chlorine bleach solution or one hundred (100) percent Lysol, before and after the tool is used to cut the fronds of any other palm tree.
4. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning.
5. The Contractor shall use care not to cut into live trunk tissue while maintaining the ornamental ball. The Contractor shall remove any foreign plant material that has sprouted in an ornamental ball. The Contractor shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

(3) The specifications for the pruning of Date Palm trees are as follows:

1. Date Palm (*Phoenix dactylifera*): Spent petiole bases are left to form a supportive "base" below the lowest green fronds of the crown. Unlike the ornamental ball of a Canary Island Date Palm (*Phoenix canariensis*), the base does not require ornate shaping. Instead, spent petiole bases are left uniformly long to form the base of the canopy, which shall extend no less than four (4) and no more than six (6) feet below the lowest live frond in the crown. The Contractor may use a chainsaw in forming and/or shaping the base of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. The Contractor shall use care not to cut into live trunk tissue while maintaining the nut. The Contractor shall verify that the base meets the standard described herein each time a Date Palm is pruned.

(4) The specifications for the pruning of King Palm trees are as follows:

1. King Palm (*Archontophoenix cunninghamiana*): loose petiole bases are to be removed each time the crown of a King Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.

(5) The specifications for the pruning of Mexican Fan Palm trees are as follows:

1. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
 2. Mexican Fan Palm (*Washingtonia robusta*): Spent petiole bases are left uniformly long to form a base which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall verify that the base meets the standard described herein each time a Mexican Fan Palm is pruned.
- (6) The specifications for the pruning of California Fan Palm trees are as follows:
1. California Fan Palm (*Washingtonia filifera*): Spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. The Contractor shall verify that the base meets the standard described herein each time a California Fan Palm is pruned.
- (7) The specifications for the pruning of Windmill Palm trees are as follows:
1. Windmill Palm (*Trachycarpus fortunei*): Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.
- (8) The specifications for the pruning of Pindo Palm trees are as follows:
1. Pindo Palm (*Butia capitata*): Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.
- (9) The specifications for the pruning of Mediterranean Palm trees are as follows:
1. Mediterranean Palm (*Chamaerops humilis*): Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.
- (10) The specifications for the pruning of Guadalupe Palm trees are as follows:
1. Guadalupe Palm (*Brahea edulis*): Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.
- (11) The specifications for the pruning of Palmetto Palm trees are as follows:
1. Cabbage Palm (*Sabal palmetto*): Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of

petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species.

C. TREE REMOVAL

Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system.

- (1) The Contractor shall comply with all general specifications standards described herein.
- (2) The diameter price given by the Contractor for tree removals shall be inclusive of all staff, materials, and equipment necessary to remove trees as described herein.
- (3) All diameter measurements for tree and stump removals shall be at diameter at trunk flare.
- (4) All diameter measurements for tree only removals shall be at diameter at breast height.
- (5) As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the City Arborist or designated representative, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
- (6) The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.
- (7) The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance.
- (8) During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. Loss of control incidents shall be penalized.
- (9) While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights or way or private property. In addition, the Contractor shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.
- (10) Stumps, including the root flare, shall be ground to a depth of no less than twenty four (24) inches. Surface roots shall be traced and ground to a depth of no less than twelve (12) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with native soil. Chips and stump grindings shall not be used as a backfill material.
- (11) The Contractor shall be responsible for the repair of any private property irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using new components matching those that were damaged.

D. TREE PLANTING & YOUNG TREE CARE

(1) Tree Planting

1. Tree planting consists of the installation of nursery stock container or palm trees supplied by either the Contractor or the City.
2. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.
3. The Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted.
4. Brown trunk height (BTH) for palm trees shall be measured from the top of root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.
5. Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
6. In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.
8. All nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, and nails) shall be removed from the planting pit prior to backfilling.
9. The Contractor shall install the tree or palm so that the top of root ball is at grade with top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), the Contractor shall install the tree or palm so that the top of root ball is two (2) inches above surrounding finish grade. The Contractor shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
10. The Contractor shall backfill hardwood tree plantings with excavated native soil.
11. The Contractor shall backfill transplanted palm plantings with one hundred (100) percent washed mortar (plaster) sand.
12. While backfilling, the Contractor shall cease backfilling when the planting pit is one half (1/2) full and apply water to remove air pockets from the backfill. Once the water has drained, the Contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall

extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.

13. The Contractor shall be responsible for the stability of planted trees. The new tree shall be planted in accordance with Exhibit D – "New Tree Planting Standard" page 43. The root ball shall not be damaged by the installation of stakes.

(2) New Tree Care

New Tree Care consists of the irrigation of young trees which have been installed by the Contractor and the cultivation of new canopy coverage.

1. The Contractor shall not use hoses, equipment or water from private properties when watering parkway trees.
2. While performing tree watering, the Contractor shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.
3. Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment is not permitted.
4. The Contractor shall maintain a daily log of trees watered. The log shall list the tree watered by site. A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor.

E. CONSULTANT ARBORIST

The contractor will provide the service of a consultant arborist. When requested, the consultant arborist will perform tree health assessment which should include 360 degree, ground-based visual inspections of the tree crown, trunk, trunk flare, above ground roots and branch and stem defects, drilling evaluation of target risk increment, boring, probing, sounding, sub-surface root and soil assessment and site conditions around the tree in relation to targets.

F. MULCH

The contractor will provide upon request by the City up to 40 cubic yards of high quality mulch per month to the City for placement on medians and in parks. The mulch shall be relatively free of leaves and primarily consist of chipped wood. The mulch shall be available in the City for City forces to obtain and spread. There shall be no compensation for this service.

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EXHIBIT C

**CITY OF STANTON
REQUEST FOR PROPOSAL FOR CITY TREE MAINTENANCE SERVICES**

PROPOSER'S CERTIFICATION and PROPOSAL ITEM PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit B) and am familiar with the scope of work locations. I am familiar with all the existing conditions and limitation that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposal Item Price - Pricing shall be based on a unit cost for services described in Exhibit B. Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City Project manager or designee in writing.

Bid proposal fee will be based on Full Trim Section Grand Total Price.

Item No.	Description	Quantity	Units	Unit Price	Total
1. FULL TRIM					
1A	XX Large: 28.5" DBH & up	10	EA		
1B	X Large: 16.5" to 28" DBH	100	EA		
1C	Large: 8.5" to 16" DBH	220	EA		
1D	Medium: 4.5" to 8" DBH	350	EA		
1E	Small: 2.5 " to 4" DB	100	EA		
1F	X Small: 2" DBH or less	5	EA		
1G	Queen-Mexican Fan-Windmill-King- Other 8.5 ft. clear wood & up	500	EA		
1H	Queen-Mexican Fan-Windmill-King- Other 8ft. clear wood & b down	100	EA		

GRAND TOTAL PRICE – FULL TRIM SECTION ONLY \$ _____

Payment: Payment shall be made based on the unit prices quoted above. Payment will be made monthly in arrears for the actual number of trees pruned and extra work authorized by the City's Contract Manager. Contractors' invoices will include a detailed accounting of all work and the City's purchase order number.

Item No.	Description	Quantity	Units	Unit Price	Total
2 RAISING					
2A	XX Large: 28.5" DBH & up	1	EA		
2B	X Large: 16.5" to 28" DBH	1	EA		
2C	Large: 8.5" to 16" DBH	1	EA		
2D	Medium: 4.5 to 8" DBH	1	EA		
2E	Small: 2.5" to 4" DBH	1	EA		
2F	X Small: 2" DBH or Less	1	EA		
3 FULL TREE REMOVAL					
3A	XX Large: 28.5" DBH & up	1	EA		
3B	X Large: 16.5" to 28" DBH	1	EA		
3C	Large: 8.5" to 16" DBH	1	EA		
3D	Medium: 4.5" to 8" DBH	1	EA		
3E	Small: 2.5" to 4" DBH	1	EA		
3F	X Small: 2" DBH or less	1	EA		
4 PALM REMOVAL					
4A	Phoenix canarensis 8.5 clear wood & up	1	EA		
4B	Phoenix canarensis 8 ft. clear wood & down	1	EA		
4C	Queen-Mexican Fan-Windmill-King-Other 8.5 ft. clear wood & up	1	EA		
4D	Queen-Mexican Fan-Windmill-King-Other 8 ft. clear wood & down	1	EA		
5 DAY RATE					
5A	Miscellaneous tree work/clean ups	1	DAYS		
6 MULCH					
6A	Provide 40 cubic yards mulch	1	MONTH	0	No Fee

Cooperative Purchasing

It is intended that any other public agency (e.g., city, county, school district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City of STANTON shall incur no financial responsibility in connection with any purchase by other public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

Labor Classification

The work performed on this contract is routine, recurring, and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on prevailing wage determination "Landscape Maintenance Laborer".

LEGAL NAME OF COMPANY

PHONE AND FAX NUMBERS

BUSINESS ADDRESS

PRINTED NAME OF AUTHORIZED AGENT

TITLE

SIGNATURE OF AUTHORIZED AGENT

DATE

E-MAIL ADDRESS

FEDERAL ID NUMBER

CONTRACTOR LICENSE NUMBER

EXHIBIT B

FEE PROPOSAL

See attached proposal.

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
4. **Professional Liability or Errors and Omissions** Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any

insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: March 27, 2018

SUBJECT: APPROVAL OF BUDGET ADJUSTMENT NO. 2018-24 FOR THE CIVIC CENTER ACCESSIBILITY IMPROVEMENT PROJECT

REPORT IN BRIEF:

The City of Stanton recently awarded a contract for the construction of the Community Center project to C.S. Legacy Construction Inc. A budget adjustment is needed to allocate funds from the Gas Tax Fund for this project.

RECOMMENDED ACTION:

1. Approve Budget Adjustment No. 2018-24 to appropriate \$620,477.80 to the Street Improvement account in the Gas Tax Fund for this project; and
2. Declare 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.

BACKGROUND:

On March 13th the City Council awarded a construction contract for the construction of the Community Center project to C.S. Legacy Construction Inc. One action of the City Council was to direct staff to prepare a street easement for the project as much of the plaza functions as a portion of the street. As such Gas Tax funds can be used for that portion of construction in the public right of way and street easement.

ANALYSIS/JUSTIFICATION:

While the construction contract was approved on March 13th, 2018, a budget adjustment is needed to appropriate the increased funds for this project from Gas Tax. The City has over \$1,500,000 in Gas Tax reserves and other funding for roadway improvements so the allocation of this amount for this project will not diminish the City's ability to maintain City streets and other uses for the Gas Tax reserves.

FISCAL IMPACT:

With the approval of Budget Adjustment No. 2018-24, Gas Tax funds for the majority of the project will be budgeted in account 211-3510-710205.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b) (4).

LEGAL REVIEW:

None.

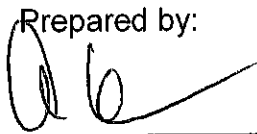
STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a quality infrastructure.

PUBLIC NOTIFICATION:

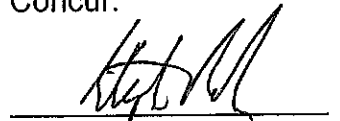
Notifications and advertisement were performed as prescribed by law.

Prepared by:



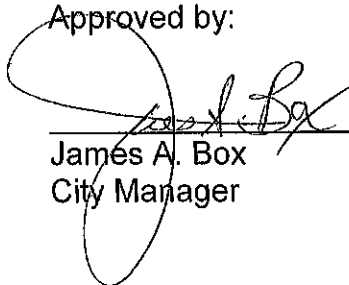
Allan Rigg, P.E., AICP
Director of Public Works/City Engineer

Concur:



Stephen Parker, CPA
Assistant City Manager

Approved by:



James A. Box
City Manager

Attachments:

(1) Budget Adjustment 2018-24

CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION

BA # 2018-24

Date: March 20, 2018

Title: Public Works Director

Date: March 27, 2018

Title: Assistant City Manager

Administrative Services Department

[illegible]

	JUSTIFICATION
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To provide appropriation for increased costs relating to the Community Center and Civic Center Accessibility Improvement Project.

Budget Adjustment Request Approved:	
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3/20/18
Date

		Budget Adjustment Processed:	
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Entered by

*** PRINT ON BLUE PAPER ONLY ***

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: March 27, 2018

SUBJECT: AGREEMENT BETWEEN THE CITY OF STANTON AND THE COUNTY OF ORANGE FOR THE STANTON BRANCH LIBRARY EXTERIOR MAINTENANCE AND IMPROVEMENT PROJECT

REPORT IN BRIEF:

The County of Orange previously agreed to fund improvements around their library at Cedar and Katella as part of the City's Community Center and Civic Center Accessibility Improvement Project in the amount of \$50,000. As the City has recently received bids for the overall project, the contribution by the County has risen to \$58,198. The attached agreement provides for the reimbursement of this amount to the City for the County's portion of funding the project.

RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Authorize the City Manager to bind the City of Stanton and the County of Orange in a funding agreement for the County's portion of the construction of the Community Center and Civic Center Accessibility Improvement Project.

BACKGROUND:

The design of the Community Center and Civic Center Accessibility Improvement Project includes landscaping around the County's library building to provide for a cohesive look when entering the City's Civic Center from Katella Avenue. This was done after the County agreed that the City would include the improvements as part of the overall project scope and to reimburse the City for the relevant costs. The original estimate was \$50,000 for the improvements.

ANALYSIS/JUSTIFICATION:

The construction bids received for the project were higher than anticipated, including the portion for the improvements around the library. The attached agreement provides for the increased funding by the County in the amount of \$58,198.

FISCAL IMPACT:

The funding will reimburse the City for construction costs incurred for the construction around the library as previously agreed.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15301(c).

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

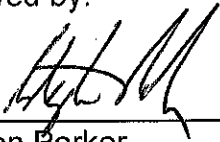
3 - Provide a quality infrastructure.

Prepared by:

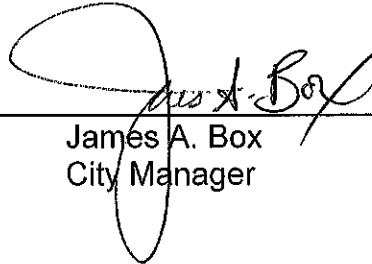


Allan Rigg, PE AICP
Public Works Director/City Engineer

Approved by:



Stephen Parker
Assistant City Manager



James A. Box
City Manager

Attachments:

- (1) Agreement with County of Orange

**AGREEMENT BETWEEN THE CITY OF STANTON
AND THE COUNTY OF ORANGE
FOR THE STANTON BRANCH LIBRARY
EXTERIOR MAINTENANCE AND IMPROVEMENT PROJECT**

THIS AGREEMENT made and entered into this _____ day of _____ 2018, by and between the City of Stanton, a California municipal corporation (hereinafter referred to as "**CITY**") and the County of Orange, a political subdivision of the State of California, and the OC Public Libraries ("**OCPL**"), a County Free Public Library organized pursuant to the provisions of Education Code Sections 19100, et seq. (hereinafter referred to as "**COUNTY**") without regard to number and gender. The CITY and COUNTY may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, COUNTY owns and OCPL operates the Stanton Branch Library, located at 7850 Katella Avenue, Stanton, CA, ("**Library**") adjacent to CITY's civic center; and

WHEREAS, CITY is remodeling its city hall building and other buildings located within the civic center area; and

WHEREAS, CITY is willing to perform exterior maintenance and improvement project ("**Project**") to the Stanton Branch Library totaling approximately \$58,198 (Fifty-Eight Thousand One Hundred Ninety-Eight Dollars) during FY 2017-18 herein incorporated by reference; and

WHEREAS, OCPL has identified a maximum of \$58,198 (Fifty-Eight Thousand One Hundred Ninety-Eight Dollars) from existing funds to allocate toward the Project;

WHEREAS, COUNTY and CITY now desire to enter into this Agreement to establish responsibilities for the Project.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises herein contained, the Parties hereto agree as follows:

1. CITY RESPONSIBILITIES:

- 1.1 Upon completion of the Project, CITY shall submit a written invoice to COUNTY which will include a complete detail of the Project's expenditures.
- 1.2 CITY agrees, at the request of COUNTY, to make available to a representative of the COUNTY for examination of its data, financial records and related project reports maintained for the Project activities within ten (10) business days of the written request. The CITY shall retain such financial and Project records for at least three (3) years from the date of payment.

2. COUNTY RESPONSIBILITIES:

COUNTY shall make payment to CITY within forty-five (45) days of receiving a written invoice from CITY upon completion of the Project.

3. IT IS MUTUALLY AGREED that:

3.1 The obligations and participation of COUNTY under this Agreement shall be limited solely to the discretionary issuance of funds to CITY in accordance with the terms of this Agreement.

3.2 CITY hereby agrees to indemnify, hold harmless, and defend COUNTY, its elected and appointed officials, officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership or maintenance of the Premises, except for liability arising out of the sole negligence of COUNTY, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

3.3 CITY shall be considered an independent contractor and neither CITY, its employees, nor anyone working under CITY shall be considered an agent or an employee of COUNTY. Neither CITY, its employees nor anyone working under CITY shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

3.4 Any written notices pursuant to this Agreement may be provided by personal delivery or regular mail and shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be deemed delivered upon personal delivery or seventy-two (72) hours after deposit in the United States Mail.

COUNTY

Orange County Public Library
1501 E. St. Andrew Place
Santa Ana, CA 92705
Attention: County Librarian

CITY

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attention: City Manager

4. INSURANCE PROVISIONS:

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

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of CITY's current audited financial report. If CITY's SIR is approved, CITY, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suit resulting from CITY's, its agents, employee's or subcontractor's performance of this Agreement, CITY shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) CITY's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CITY's SIR provision shall be interpreted as though the CITY was an insurer and the COUNTY was the insured.

If the CITY fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

Qualified Insurer

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

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

The policy or policies of insurance maintained by the CITY 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

Required Coverage Forms

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.

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.

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 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CITY's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Agreement 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.

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

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

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

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

COUNTY expressly retains the right to require CITY to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

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

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

5. MISCELLANEOUS PROVISIONS:

5.1 Compliance with Laws. Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- 5.2 Employee Eligibility Verification. The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- 5.3 Prevailing Wage (Labor Code Sec. 1773). Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, the Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
- 5.4 Non-Discrimination. In the performance of this Agreement, both Parties agree that they will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Both Parties acknowledge that a violation of this provision shall subject the Parties to penalties pursuant to Section 1741 of the California Labor Code.
- 5.5 Governing Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

- 5.6 Entire Agreement. This Agreement, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CITY relating to this Project. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
- 5.7 Amendments. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on either Party unless authorized by either Party in writing.
- 5.8 Severability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 5.9 Attorney's Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.
- 5.10 Consent to Breach Not Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach
- 5.11 Authority. The Parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- 5.12 Confidentiality. Both Parties agree to maintain the confidentiality of the other Party's related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by both Parties' staff, agents and employees.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and hereby cause this Agreement to be executed.

***City of Stanton**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract, must sign on one of the lines above.

County of Orange

A Political Subdivision of the State of California

By: _____

Dated: _____

Dylan Wright, Director
OC Community Resources

ORDINANCE NO. 1079

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING ADOPTION OF NEW OR INCREASED SEWER SERVICE FEES BY RESOLUTION, AND TAKING CERTAIN OTHER ACTIONS RELATING THERETO

WHEREAS, the City of Stanton ("City") is successor agency of the Stanton County Water District under Reorganization No. 88; and

WHEREAS, the City currently operates and maintains a sewer collection system that serves the City. The network of sanitary sewers serves approximately 40,000 residents and is comprised of 55.4 miles of mains with approximately 550 manholes and 5,000 sewer laterals; and

WHEREAS, the City charges service fees and charges for providing such services to its residents, and collects such fees and charges on the property tax roll; and

WHEREAS, California Health and Safety Code Section 5471 ("Section 5471") and the statutes following previously required public agencies that collect public utility fees and charges on the property tax roll, such as the City's sewer user fees, to adopt new or increased fees by ordinance; and

WHEREAS, effective January 1, 2017, Section 5471 and the statutes following were amended to allow for adoption of new or increased service fees for sewer by resolution as well as by ordinance; and

WHEREAS, the City previously adopted fees and charges for sewer service by ordinance in compliance with Section 5471 prior to amendment, and now wishes to authorize future new or increased sewer service fees and charges by resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City hereby authorizes any future fee or charges for sewer to be collected by resolution and when so adopted, shall supersede any fee or charge previously adopted by resolution or ordinance.

SECTION 3. The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance, or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance or the application of those provisions.

SECTION 4. This ordinance shall become effective thirty (30) days after its adoption.

SECTION 5. The City Clerk shall certify as to the adoption of this Ordinance and cause the same to be published as required by law.

PASSED, APPROVED, AND ADOPTED this 27th day of March, 2018.

DAVID J. SHAWVER, 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. 1079 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 13th day of March, 2018, and was duly adopted at a regular meeting of the City Council held on the 27th day of March, 2018, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK

City Council Item 15D

***“CITY COUNCIL INITIATED ITEM –
DISCUSSION REGARDING THE CREATION OF
A WOMEN OF DISTINCTION AWARD
PROGRAM”***

City Council Initiated Item.

(This item does not contain a staff report)

City Council Item 15E

***“CITY COUNCIL INITIATED ITEM –
DISCUSSION REGARDING THE CREATION OF
A MAYOR’S FITNESS CHALLENGE”***

City Council Initiated Item.
(This item does not contain a staff report)