



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, JANUARY 10, 2023 - 6:30 P.M.

SAFETY ALERT – NOTICE REGARDING COVID-19

The President, Governor, and the City of Stanton have declared a State of Emergency as a result of the threat of COVID-19. On September 17, 2021, Governor Newsom signed AB 361 related to the Brown Act and remote meetings during the state of emergency. AB 361 allows local agencies to continue to conduct remote or “Zoom” meetings during a declared State of Emergency. Pursuant to AB 361, please be advised that some or all of the Stanton City Council members may participate in meetings via teleconference (*electronically/telephonically*). The health and well-being of our residents is the top priority for the City of Stanton, and you are urged to take all appropriate health safety precautions given the health risks associated with COVID-19.

PUBLIC ACCESS IN-PERSON AND VIA TELECONFERENCE
(*Electronically / Telephonically*)

Attendance by the members of the public may view the meeting live in one of the following ways:

- Attend in person - City Council Chambers: 7800 Katella Avenue, California 90680.
- Via Teleconference (electronically / telephonically) - Zoom:

In order to join the meeting via telephone please follow the steps below:

1. Dial the following phone number +1 (669) 444-9171 (US).
2. Dial in the following **Meeting ID: (849 8294 5096)** to be connected to the meeting.

In order to join the meeting via electronic device please utilize the Zoom URL link below:

- <https://us02web.zoom.us/j/84982945096?pwd=bENpRjh3SDQ3TFplbmxDZDFleGt1UT09>

ANY MEMBER OF THE PUBLIC WISHING TO PROVIDE PUBLIC COMMENT FOR ANY ITEM ON THE AGENDA MAY DO SO AS FOLLOWS:

- Attend in person and complete and submit a request to speak card to the City Clerk.
- E-Mail your comments to Pvazquez@StantonCA.gov with the subject line “PUBLIC COMMENT ITEM #” (*insert the item number relevant to your comment*). Comments received no later than 5:00 p.m. before the scheduled meeting will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk’s Office at (714) 890-4245 or via e-mail at Pvazquez@StantonCA.gov.

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.

The City Council agenda and supporting documentation is made available for public review and inspection during normal business hours in the Office of the City Clerk, 7800 Katella Avenue, Stanton California 90680 immediately following distribution of the agenda packet to a majority of the City Council. Packet delivery typically takes place on Thursday afternoons prior to the regularly scheduled meeting on Tuesday. The agenda packet is also available for review and inspection on the city's website at www.ci.stanton.ca.us.

1. **CLOSED SESSION** **None.**

2. **CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING (6:30 PM)**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL** Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Torres
Council / Agency / Authority Member Warren
Mayor Pro Tem / Vice Chairman Van
Mayor / Chairman Shawver

5. **SPECIAL PRESENTATIONS AND AWARDS** **None.**

6. **CONSENT CALENDAR**

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

6B. APPROVAL OF WARRANTS

City Council approve demand warrants dated November 18, 2022 – December 15, 2022, in the amount of \$6,336,085.69.

6C. APPROVAL OF MINUTES

City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – December 13, 2022.

6D. NOVEMBER 2022 INVESTMENT REPORT

The Investment Report as of November 30, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of November 2022.

6E. NOVEMBER 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of November 30, 2022, 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 November 2022.

6F. NOVEMBER 2022 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended November 30, 2022, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of November 30, 2022.

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 General Fund and Housing Authority Fund's November 2022 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended November 30, 2022.

6G. MEETING DATES FOR THE STANTON CITY COUNCIL, STANTON PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION, STANTON PLANNING COMMISSION, AND STANTON PUBLIC SAFETY COMMITTEE

City Council review the attached 2023 meeting dates for the Stanton City Council, Stanton Parks, Recreation and Community Services Commission, Stanton Planning Commission, and Stanton Public Safety Committee.

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 Stanton City Council, Stanton Parks, Recreation and Community Services Commission, Stanton Planning Commission, and Stanton Public Safety Committee meeting dates for the year 2023.

6H. WORKFORCE INNOVATION AND OPPORTUNITY ACT

The City has an opportunity to participate in the federal Workforce Innovation and Opportunity Act (WIOA) through a partnership with the County of Orange – OC Community Services Workforce & Economic Development to host paid interns.

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. Authorize the City Manager to execute any necessary documents to participate in the WIOA Program through a partnership with the County of Orange – OC Community Services Workforce & Economic Development.

6I. COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) (CDBG-CV3) RESOLUTION AND APPROPRIATION OF FUNDS (TASK CODE 2023-603)

On September 15, 2022, the Orange County Community Resources Department Housing and Community Development (OCCR/HCD) identified a subset of Orange County cities that had successfully spent previously allocated CDBG-CV funds. After identifying a remaining balance of CDBG-CV3 funding to be spent by August 2023, OCCR/HCD issued a request to determine if these same cities were able to utilize additional funding. At its meeting of November 8, 2022, the Orange County Board of Supervisors approved a solicitation of services. In response, staff is proposing the Stanton Family Resource Center Improvement Project. The Orange County Board of Supervisors will consider award of a contract at its meeting of January 24, 2023. In response to the accelerated timeline to expend the funds, in anticipation of Board approval of award, staff is requesting the City Council review and authorize Resolution No. 202301 authorizing the City Manager to execute the agreement, contract and other documents to accept and participate in CDBG-CV3 funding. Lastly, staff recommends the City Council appropriate \$500,000 in the City’s Capital Projects Fund (#305) for the Stanton Community Center Improvements Project (Task Code 2023-603).

RECOMMENDED ACTION:

1. City Council declare that this project is not subject to the California Environmental Quality Act (CEQA) because it is not a “project” as defined by CEQA; and
2. Approve Resolution No. 2023-01 authorizing the City Manager to execute the agreement, contract and other documents required by the Orange County Community Resources Department for participation in the CDBG-CV3 program on behalf of the City Council, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO APPROVE THE CITY’S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT – CARES PROGRAM (CDBG-CV3) WITH THE COUNTY OF ORANGE”; and

3. Appropriate \$500,000 in the City’s Capital Projects Fund (#305) for the Stanton Community Center Improvement Project.

END OF CONSENT CALENDAR

7. PUBLIC HEARINGS **None.**

8. UNFINISHED BUSINESS

8A. APPROVAL OF ORDINANCE NO. 1125

This Ordinance was introduced at the regular City Council meeting of December 13, 2022.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1125, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING PORTIONS OF CHAPTER 5.04 (LICENSES) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) AND ADDING CHAPTER 5.18 (PERSONAL SERVICES) TO TITLE 5 OF THE STANTON MUNICIPAL CODE; SETTING A TERMINATION DATE FOR URGENCY ORDINANCE NO. 1121 REGARDING A MORATORIUM ON PERSONAL CARE AND MEDICAL OFFICE BUSINESSES; AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA”; and

2. City Council adopt Ordinance No. 1125.

9. NEW BUSINESS

9A. ORDINANCE AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL – CHAPTER 2.56 PURCHASING AND APPROVAL OF PURCHASING POLICY AND PROCEDURES

The City's Purchasing Policy and Procedures (Policy) were last updated in 2018. Pursuant to the Stanton Municipal Code, the Policy establishes guidelines surrounding the purchase and procurement of supplies, services, and equipment on behalf of the City. The City Council will consider an amendment to the Stanton Municipal Code Title 2 Administration and Personnel revising Chapter 2.56 Purchasing. The purpose of the ordinance is to incorporate those updates as directed by the City Council at its meeting of November 22, 2022. The proposed updates will streamline the City's purchasing system, thereby reducing the administrative burden and cost associated with purchasing and contracting activities while ensuring open and fair competition and competitive pricing.

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. City Council consider, waive further reading, and introduce for first reading Ordinance No. 1126, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE CITY'S PURCHASING ORDINANCE AS SET FORTH IN TITLE 2 OF THE STANTON MUNICIPAL CODE"; and

3. Set said Ordinance No. 1126 for second reading at the regular City Council meeting of January 24, 2023; and
4. Approve Administrative Policy IV-4-12, "Purchasing Policy and Procedures," as revised, and allow the City Manager to update Administrative Policy IV-4-12 as needed for clarifying purposes.

9B. MAYOR’S APPOINTMENTS OF COUNCIL MEMBERS AS REPRESENTATIVES TO VARIOUS BOARDS, COMMISSIONS, COMMITTEES AND AGENCIES

Traditionally, Council Members have been appointed by the Mayor to serve on numerous outside committees, boards, commissions and agencies. Each appointee is responsible for representing the City and voting on behalf of the City Council. The Mayor conducts a review and selects appointees, as detailed in Attachment A, with the exception of the Orange County Fire Authority (“OCFA”) appointment, which is required to be made by City Council Resolution, the Mayor may otherwise make appointments to each committee, board, commission or agency by nomination and Minute Order confirmation. In addition, the Fair Political Practices Commission (“FPPC”) regulations require the adoption and posting of Form 806, Agency Report of Public Official Appointments, in order for individual Council Members to participate in a City Council vote that would result in him or her serving in a position that provides compensation of \$250 or more in any 12-month period.

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. City Council discuss and confirm the Mayor’s appointments; and
3. Approve Fair Political Practices Commission Form 806 and authorize the City Clerk to post the form on the City’s website.

10. ORAL COMMUNICATIONS - PUBLIC

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

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

11. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

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

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

14A. ORANGE COUNTY FIRE AUTHORITY

At this time the Orange County Fire Authority will provide the City Council with an update on their current operations.

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 5th day of January, 2023.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 6B

Click here to return to the agenda.

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

November 18, 2022 - December 15, 2022

Electronic Transaction Nos.	2238-2290	\$	5,729,363.94
Check Nos.	135888-136001	\$	606,721.75

TOTAL	\$	6,336,085.69
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**Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.**

/s/ Hannah Shin-Heydorn

City Manager

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

/s/ Michelle Bannigan

Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: JRodriguez
 Printed: 12/21/2022 11:05 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2238	BEN15755	BENEFIT COORDINATORS CORPORAT	11/18/2022	
	11659	September 2022 Prism Life Ins - Employee		508.35
	11659	September 2022 Prism Life Ins - City		2,745.43
	11659	September 2022 Prism Disability Ins - City		507.60
	11660	October 2022 Prism Life Ins - Employee		484.35
	11660	October 2022 Prism Disability Ins - City		2,652.10
	11660	October 2022 Prism Life Ins - City		486.00
Total for Check Number 2238:				7,383.83
2239	BOY14658	BOYS & GIRLS CLUBS OF FULLERTON	11/18/2022	
	45	Fullerton CBO - Focus Area #1 - Oct 2022		4,100.00
Total for Check Number 2239:				4,100.00
2240	PUB15477	PUBLIC AGENCY RISK SHARING AUT	11/18/2022	
	PPE 11/05/2022	PARS - PPE 11/05/2022		50.65
	PPE 11/05/2022	PARS - PPE 11/05/2022		1,290.44
Total for Check Number 2240:				1,341.09
2241	KAN13336	SOO KANG	11/18/2022	
	Y5, Oct 2022	Regional Special Dept Expense - Vehicle - Oct 2		600.00
	Y5, Oct 2022	Regional Special Dept Expense - Communicatio		150.00
Total for Check Number 2241:				750.00
2242	ORA15061	ORANGE COUNTY CONSERVATION C	11/18/2022	
	08-0922	Regional CBO - Focus Areas #2, 3 - Oct 2022		6,302.85
Total for Check Number 2242:				6,302.85
2243	JEN14424	ANA JENSEN	11/18/2022	
	November 2022	Wage Garnishment PPE 11/05/2022		400.00
Total for Check Number 2243:				400.00
2244	USB3019	US BANK	11/21/2022	
	1-800-FLOWERS	Sympathy Floral Spray/Ramirez		190.69
	99 Cent Store	CEAC prizes for Halloween event		25.01
	Ace Hardware	Light repairs		3.90
	Ace Pro	Parts for City Hal Repairs		3.74
	Ace Pro	Parts for City Hall repairs		22.75
	Adobe	Stock Image Subscription		29.99
	Adobe	Subscription: Cancellation		89.97
	Aldente Pasta B	FT Staff Training - Refreshements		48.74
	Amazon	Computer Hardware/Security Equipment/Camer		776.46
	Amazon	Small Electronic Accessories/Phone Case		20.61
	Amazon	FRC Office Supplies - Mats for Cricut		37.60
	Amazon	Computer Hardware/Security Equipment/(2) NV		913.48
	Amazon	FRC Office Supplies - Paper for Cricut		21.73

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Amazon	Two-Way Radios for Staff		143.31
	Amazon	Office Maintenance Supplies/City Clerk's Office		24.96
	Amazon	Phone holster		14.13
	Amazon	Senior Food: Chefs Knife		26.94
	Amazon	Light bulbs		96.79
	Amazon	Halloween - pennants, decor for contest		470.99
	Amazon	Binderclips and painters tape for Vendor area		16.18
	Amazon	Senior Food: Can Opener		31.19
	Amazon	balloons, (2) inflatables, witch hats and black clc		307.90
	Amazon	Tape, pens and zipties for vendor area		49.27
	Amazon	Computer Hardware/Monitor		527.99
	Amazon	Computer Hardware/(2) Monitors/(1) Mount		817.97
	Amazon	Paint & Burshes for Signage		71.06
	American Planni	APA CA 2022 Conference - Jennifer Lilley		250.00
	American Planni	APA CA 2022 Conference - Maribeth Tinio		675.00
	Anaheim Marriot	APA CA Conference Parking		35.00
	Azadero Mexican	OCSD Traffic accident investigation/OT meals f		147.00
	CA Park Rec Soc	CPRS - Student Membership		55.00
	Canva	Monthly Subscription		12.99
	Certifix Live S	Sep-2022/Fingerprint Rolling Fees		175.00
	Chevron	OCSD Motor Officer/Motorcycle Gas		31.53
	Chevron	OCSD Motor Officer/Motorcycle Gas		33.77
	Chevron	OCSD Motor Officer/Motorcycle Gas		37.20
	Chipotle	Refreshments/OCSD Dept Meeting		53.12
	Command Link	OCT-2022/City Website Hosting Service		3,611.83
	Constant Contac	Subscription: CM Newsletter		35.00
	Cortinas	Dinner for All Hands Meeting 10/15		221.00
	Costco	Records Management Day Provisions		128.65
	Costco	Records Managment Day Provisions		68.81
	Costco	OST Halloween Event - Candy & Chips		68.46
	Costco	Pumpkins for Halloween Festival		69.90
	Costco	Refreshments/OCSD Meeting		85.77
	Costco	REFUND - Pumpkins for Halloween Festival		-69.90
	Costco	Council Refreshments Restock		43.33
	Costco	Halloween - Full size candy for baskets		36.44
	Costco	Waters & Drinks for Citizen's Academy		30.92
	Costco	Refreshments/Explorer Meeting		105.16
	CSMFO	2023 CSMFO Conference - Bannigan		470.00
	CSMFO	Job Ad/Sr Accounting Technician		275.00
	Digital Space	OCT-2022/City Website Hosting Service		22.00
	Dollar Tree	Foam boards for vendor signs		10.78
	Dollar Tree	KNO - Supplies for game & activities		24.63
	Dollar Tree	Senior Meet & Mingle Supplies: Decorations		8.08
	Dollar Tree	OST - Halloween Event Bags		4.04
	Dollar Tree	Halloween Decorations for Office		27.04
	Expedia	5-Night stay for Vivar Family		459.70
	Expedia.com	Emergency Motel Assistance		259.48
	Facebook	Social Media Marketing		98.05
	First Choice Co	Coffee for Yard		355.64
	Five Below	KNO - Deco for 10/21		17.24
	Food 4 Less	Grocery gift card for Vivar Family		40.00
	Goldenwest Lawn	Safety Equipment		13.00
	Goldenwest Lawn	Weed abatement and tumbleweed removal for all		195.01
	Google LLC Apps	Work Order Program Usage Fee 10/5/22 - 11/5/2		450.00
	Greyhound Lines	Relocation/Family Reunification Assistance		271.99
	Halloween City	(20) table covers and (1) pair of skull hands		37.47
	Home Depot	Repairs to Norm Ross fencing		53.12
	Home Depot	Plants and Compost for Library		138.79
	Home Depot	Trash bags		226.23

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Home Depot	Bug zappers		80.41
	Home Depot	Parts for City Facilities Repairs		57.71
	Home Depot	Reapris to parking structure stairs		36.98
	Home Depot	Bug repellent for FRC		63.87
	Home Depot	Parts for City Hall repairs		47.74
	Home Depot	Parts for electrical for body camera chargers		32.52
	Home Depot	Bollard Paint		93.70
	Home Depot	Rodent traps		26.03
	Home Depot	Supplies for pocket park repairs		29.32
	Home Depot	Parts to repair playgrounds		152.88
	Home Depot	Paint for ballwers		109.62
	Home Depot	Parts for electrical repair at City Yard		6.48
	Home Depot	Parts for City Facilities Repairs		6.35
	Home Depot	Parts for City Yard repairs		4.76
	Jimmy Johns	(20) Box sandwich for Citizen's Academy		245.79
	JK Electronics	Parts for electrical repair at City Yard		34.69
	JK Electronics	Light Fuse		11.66
	Kelleys Kookies	CM Lunch Mtg with Senator Newman		24.75
	Leos Bakery	Leobardo's Bakery Cafe		13.50
	Love Our Cities	Love Our Cities Membership - Refund		-750.00
	Lyft, Inc.	Outreach Appointment - Ride Assistance		19.77
	Lyft, Inc.	Outreach Appointment - Ride Assistance		14.89
	Mamas Kabab	Citizen's Academy Dinner		239.39
	Michaels	KNO - Craft supplies, deco, items for goody bag		104.09
	Mitel Cloud Ser	OCT-2022/Mitel Phone System		2,425.44
	OC Public Works	Parking Fee/OC Clerk-Recorder/Document Recd		3.00
	OCTA Store	Relocation Services		819.00
	Our Nest	Refreshments/NOC Public Safety Collaborative		285.48
	P.L. Hawn Compa	HVAC Filters		501.76
	Party City	Employee Event Supplies		42.87
	Patrioticbrands	New flags		202.18
	PayPal	CPRS Senior Symposium Registration		15.00
	Pizza DAmore	Citizen's Academy Dinner - Veggie Pizza		15.08
	Pizza DAmore	KNO - (4) Pizza's for 9/30		42.02
	Pizza DAmore	Citizen's Academy Refund		-15.08
	Pizza DAmore	(2) Pizza's for KNO		33.62
	Pizza DAmore	Citizen's Academy Dinner		103.74
	Real VNC	VNC Connect/Prorated Annual Fee/Oct-Dec 202		41.89
	Ross	EA Services - Gift Card for FRC Family		250.00
	Ross	EA Services - Gift Card for A.Viana Family		50.00
	Ross	EA Services - Gift Card for A.Viana Family		100.00
	Ross	EA Services - Gift Card for A.Viana Family		100.00
	Sams Club	CANDY - (6) Haribo 250ct, (2) M&M's, fruit sn		468.16
	Sams Club	CANDY - (8) 455ct bag, (8) 450ct bag, (3) 100ct		569.20
	Sams Club	CANDY - Pretzels, cheese balls, fruit snacks and		329.28
	Senor Bagels	FaCT Direct Service - Bagels for Cafecito time g		15.22
	Smart & Final	Coffee Supplies/Council Refreshments Restock		81.75
	Smart & Final	Public Safety Dept/Citizen's Academy Expense		37.25
	Smart & Final	Master Plan Workshop #2 - Refreshments		63.84
	Smart & Final	OCSA Traffic accident investigation/water/soda		36.86
	Smart & Final	Senior Meet & Mingle Supplies: Drinks, snacks		66.42
	Smart & Final	(2) Packs of water		12.48
	Smart and Final	Special Dept Master plan mtg Refreshments (wa		75.34
	Spotify	Monthly Spotify Subscription		9.99
	Staples	Computer Hardware/Power/SPLS		610.91
	Staples	Citizen's Academy - Binders, Supplies		125.91
	Staples	Computer Hardware/Power/UPS		209.00
	Staples	FRC Office Supplies - Staplers		43.06
	Staples	Laptop sleeve - Bannigan		40.93

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Starbucks	Snr Food Volunteer Appreciation		55.00
	Studio 6	Emergency Motel Assistance		701.00
	Studio 6	Emergency Hotel Assistance		700.63
	Taqueria Brand	FT Staff Training - Refreshments		22.43
	Taqueria Brand	FT Staff Training - Refreshments		8.74
	Target	Halloween Decorations for Office		18.32
	Target	Halloween - Returned Art supplies		-91.38
	Target	(3) Halloween buckets for Costume Contest win		32.85
	Target	Halloween - Supplies for baskets		65.67
	Target	Halloween - Supplies for baskets-books		106.20
	The Home Depot	Supplies/Locks to secure flood control channel g		109.97
	The Home Depot	Sympathy Plant/Ramirez		40.88
	The Home Depot	Supplies/Code Enf		80.67
	TPx Communicati	SDWAN Circuit Equipment (1/2 cost)		3,537.50
	Uprinting	CEAC Brochures		93.76
	Waba Grill	CM Lunch Mtg with Senator Newman		67.90
	Waba Grill	City Council Closed Session Expense		104.32
	Walgreens	CSMFO Chapter meeting expense (reimb by CS		100.00
	Walmart	FaCT EA Services - Clothing, shoes, diapers for		499.61
	Walmart	Halloween - Mugs for baskets		19.20
	Walmart	Sodas & water for Citizen's Academy		13.35
	Walmart	KNO - Supplies, juice & food		52.57
	YETI	Employee Holiday Gift (order cancelled)		2,446.00
	YETI	Employee Holiday Gift		2,446.00
	YETI	REFUND/Employee Holiday Gift		-2,446.00
Total for Check Number 2244:				31,485.31
2245	AFL187	AFLAC-FLEX ONE	11/21/2022	
	583583	November 22 Employee (Aflac)		158.36
	583583	November 22 Employee (Life Ins & Disability In		149.40
Total for Check Number 2245:				307.76
2246	REC16138	RECTRAC REFUNDS	11/21/2022	
	25999	Deposit Refund #25999 Civic Bqt Hall 11/12/22,		500.00
	27076	Deposit Refund #27076 Civic Banquet Hall 11/1		400.00
	27274	Dep Refund #27274 SCP-Picnic Shelter 8/27/22		150.00
	27472	Deposit Refund #27472 SCP-Passive Area 7/24/2		50.00
	27472	Shelter Refund #27472 SCP-Passive Area 7/24/2		35.00
	27671	Deposit Refund #27671 SCP Multi Purpose 11/1		200.00
	27806	Deposit Refund #27806 SCP-Picnic Shelter 11/1		100.00
	27808	Deposit Refund #27808 SCP-Multi Purpose 11/2		300.00
	27894	Deposit Refund #27894 SCP-Multi Purpose 11/1		300.00
	28150	Deposit Refund #28150 SCP-Picnic Shelter 11/1		100.00
	28215	Deposit Refund #28215 SCP-Picnic Shelter 11/1		150.00
	28234	Deposit Refund #28234 SCP-Picnic Shelter 11/1		150.00
	28241	Deposit Refund #28241 Picnic Shelter 11/19/22/		100.00
	28374	Deposit Refund #28374 SCP-Picnic Shelter 11/1		150.00
	28505	Deposit Refund #28505 SCP-Multi Purpose 11/1		300.00
	28574	Deposit Refund #28574 SCP-Multi Purpose 11/1		200.00
	28582	Deposit Refund #28582 SCP-Picnic Shelter 11/1		150.00
	28625	Deposit Refund #28625 SCP-Picnic Shelter 11/1		150.00
Total for Check Number 2246:				3,485.00
2247	FIR12161	FIRST AMERICAN TITLE INSURANCE	11/23/2022	
	11/22/2022	Funding for Riveria Motel Acquisition		250,000.00
Total for Check Number 2247:				250,000.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2248	FIR12161 11/23/2022	FIRST AMERICAN TITLE INSURANCE Funding for Rivera Motel Aquisition	11/23/2022	2,250,000.00
Total for Check Number 2248:				2,250,000.00
2249	OCA2137 SH 63597 ST0000493	COUNTY OF ORANGE TREASURER- T. AFIS Fingerprinting November, 2022 800 mhz (ST1) July, 2022	11/25/2022	1,513.00 139.00
Total for Check Number 2249:				1,652.00
2250	INT1569 11/23/2022 11/23/2022 11/23/2022	INTERNAL REVENUE SERVICE (FD) Federal Tax Withholding (ME) Medicare - City Share (MC) Medicare - Employee Share	11/28/2022	19,215.79 2,470.37 2,470.37
Total for Check Number 2250:				24,156.53
2251	EDD1067 11/23/2022 11/23/2022	EDD State Unemployment State Tax Withholding	11/28/2022	32.76 7,342.15
Total for Check Number 2251:				7,374.91
2252	OCF2164 S0475827 S0475827 S0475827 S0475827	OC FIRE AUTHORITY 2nd Quarter Contract 2nd Quarter Facilities Maint. 2nd Quarter Vehicle Replacement 2nd Quarter Contract	11/28/2022	450,000.00 3,218.25 13,869.00 848,701.25
Total for Check Number 2252:				1,315,788.50
2253	BES12575 943002 943005 943005 943005 943005 947893 947895 947898 947899 947901 947902 947902 947902 947903 947904 949733 949735 949736 949737 949738 949739 949740 949740 949740 949741	BEST BEST & KRIEGER LLP General Fees thru 07-31-2022 (Habitat for Humane) DFN 20-0104 Fees thru 07-31-2022 (8222 Starr) DFN 22-0109 Fees thru 07-31-2022 (Sam's Club) General Fees thru 07-31-2022 (Habitat for Humane) DFN 22-0114 Fees thru 07-31-2022 (10680 Fern) General Fees thru 09-30-2022 SHA Fees thru 09-30-2022 Labor & Unemployment thru 09-30-2022 General Fees thru 09-30-2022 (Litigation) General Fees thru 09-30-2022 (Special Projects) Tina / Pacific Development Fees thru 09-30-2022 Tina / Pacific Development Fees thru 09-30-2022 Tina / Pacific Development Fees thru 09-30-2022 General Fees thru 09-30-2022 (ARPA) DFN 19-0121 Fees thru 09-30-2022 (Tina/Pacific) General Fees thru 10-31-2022 SHA Fees thru 10-31-2022 Labor & Unemployment thru 10-31-2022 General Fees thru 10-31-2022 (Litigation) General Fees thru 10-31-2022 (Applicant-Initiated) General Fees thru 10-31-2022 (Special Projects) Tina / Pacific Development Fees thru 10-31-2022 Tina / Pacific Development Fees thru 10-31-2022 Tina / Pacific Development Fees thru 10-31-2022 DFN 19-0121 Fees thru 10-31-2022 (Tina/Pacific)	11/28/2022	569.40 136.00 415.00 31.50 124.50 17,429.00 1,193.40 130.32 2,417.27 153.00 2,568.20 2,568.20 2,568.20 244.80 1,315.80 15,424.90 1,162.80 183.60 673.20 787.50 520.20 2,650.86 2,650.87 2,650.87 5,324.40
Total for Check Number 2253:				63,893.79

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2254	GOL1321	GOLDEN STATE WATER COMPANY	12/01/2022	
	November 09	Water Services Median Oct 11- Nov 8		68.52
	November 09	Water Services Building Oct 11- Nov 8		363.85
	November 09	Water Services Park Oct 11- Nov 8		2,974.15
	November 09	Water Services Median Oct 11- Nov 8		1,582.69
	November 09	Water Services Park Oct 11- Nov 8		2,668.65
Total for Check Number 2254:				7,657.86
2255	CAS680	CA ST PERS 103	12/01/2022	
	PPE 11/19/2022	PERS - City's Share - New T3		5,714.57
	PPE 11/19/2022	PERS - City's Share - Classic T2		4,027.76
	PPE 11/19/2022	PERS - Employee Classic T2		3,267.03
	PPE 11/19/2022	PERS - Employee's Share T1		1,889.49
	PPE 11/19/2022	PERS - Survivor Classic T2		7.44
	PPE 11/19/2022	PERS - City's Share T1		2,934.08
	PPE 11/19/2022	PERS - Survivor New T3		25.11
	PPE 11/19/2022	PERS - Survivor (Employee) T1		8.37
	PPE 11/19/2022	PERS - Employee New T3		5,163.72
Total for Check Number 2255:				23,037.57
2256	GOL1321	GOLDEN STATE WATER COMPANY	12/02/2022	
	November 10	Water Services Median Sept 12 - Nov 9		918.95
Total for Check Number 2256:				918.95
2257	PUB15477	PUBLIC AGENCY RISK SHARING AUT	12/02/2022	
	PPE 11/19/2022	PARS - PPE 11/19/2022		1,236.45
Total for Check Number 2257:				1,236.45
2258	HAR16268	HARMONY PROJECT, INC	12/02/2022	
	4	La Habra CBO - Focus Area #1 - Oct 2022		4,858.62
Total for Check Number 2258:				4,858.62
2259	FUL14661	PATHWAYS OF HOPE	12/02/2022	
	NOC-PSC #6A	Anaheim CBO - Focus Area #3 - Sep 2022		8,361.69
	NOC-PSC #6C	Regional CBO - Focus Area #3 - Sep 2022		29,182.32
	NOC-PSC #6F	Fullerton CBO - Focus Area #3 - Sep 2022		5,996.55
Total for Check Number 2259:				43,540.56
2260	BOY14668	BOYS AND GIRLS CLUB OF BUENA PA	12/02/2022	
	TCP 308	Regional CBO - Focus Area #1 - Oct 2022		8,441.61
	YD409	Buena Park CBO - Focus Area #1 - Oct 2022		15,679.32
Total for Check Number 2260:				24,120.93
2261	SOL15043	SOLIDARITY	12/02/2022	
	508	Regional CBO - Focus Area #1 - Oct 2022		2,836.08
Total for Check Number 2261:				2,836.08
2262	VSP13387	VISION SERVICE PLAN - (CA)	12/02/2022	
	816558660	December 2022 Health Ins- Employer VSP		452.29
	816558660	December 2022 Health Ins- Employee VSP		55.16
Total for Check Number 2262:				507.45
2263	MET12565	METLIFE SBC	12/02/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Dec-22	December 22 Metlife Dental - Employee Share		29.58
	Dec-22	December 22 Metlife Dental - City Share		194.28
Total for Check Number 2263:				223.86
2264	BES12575	BEST BEST & KRIEGER LLP	12/02/2022	
	945047	General Fees thru 08-31-2022 (Habitat for Humane)		1,578.60
	945048	DFN 22-0107 Fees thru 08-31-22 (10775 Beach)		642.60
	945051	General Fees thru 08-31-2022 (Cannibas)		1,980.00
	945051	DFN 22-0109 Fees thru 08-31-2022 (Sam's Club)		223.50
	945051	DFN 21-0100 Fees thru 08-31-2022 (7082 Kermore)		539.50
	945052	DFN 19-0114 Fees thru 08-31-2022 (Bonanni/ T)		220.50
	945053	DFN 2020-0103 Fees thru 08-31-2022 (Bonanni)		332.00
	947896	General Fees thru 09-30-2022 (Habitat for Humane)		459.00
	947897	DFN 21-0100 Fees thru 09-30-2022 (Kermore A)		61.20
	947900	DFN 20-0104 Fees thru 09-30-2022 (8222 Starr)		68.00
	947900	General Fees thru 09-30-2022 (Cannabis)		302.00
	947900	DFN 22-0109 Fees thru 09-30-2022 (Sam's Club)		4,210.00
	947900	DFN 21-0100 Fees thru 09-30-2022 (Kermore)		539.50
Total for Check Number 2264:				11,156.40
2265	BOY14655	BOYS & GIRLS CLUBS OF LA HABRA	12/02/2022	
	10 31 2022	La Habra CBO - Focus Area #1 - Oct 2022		20,738.61
Total for Check Number 2265:				20,738.61
2266	BIG13189	BIG BROTHERS BIG SISTERS OF ORANGE	12/02/2022	
	10	Regional CBO - Focus Area #1 - Oct 2022		6,270.71
Total for Check Number 2266:				6,270.71
2267	OCU14659	OC UNITED TOGETHER	12/02/2022	
	NOC-PSC 5019	Regional CBO - Focus Area #3 - Oct 2022		7,182.40
	NOC-PSC 5020	Fullerton CBO - Focus Area #1 - Oct 2022		7,601.34
Total for Check Number 2267:				14,783.74
2268	CHR15117	THE CHRYSALIS CENTER	12/02/2022	
	NOC-PSC 5	Anaheim CBO - Focus Area #2, 3 - Oct 2022		2,639.79
Total for Check Number 2268:				2,639.79
2269	BRE14648	BREA EDUCATION FOUNDATION	12/02/2022	
	PK-008	Brea CBO - Focus Area #1 - Aug 2022		7,911.34
	PK-009	Brea CBO - Focus Area #1 - Sep 2022		12,640.14
Total for Check Number 2269:				20,551.48
2270	DRU14671	DRUG USE IS LIFE ABUSE	12/02/2022	
	7	Yorba Linda CBO - Focus Area #1 - Sep 2022		24,442.00
	8	Yorba Linda CBO - Focus Area #1 - Oct 2022		24,442.00
Total for Check Number 2270:				48,884.00
2271	BEN15755	BENEFIT COORDINATORS CORPORATION	12/02/2022	
	11834	November 2022 Prism Disability - City		2,685.62
	11834	November 2022 Prism Life Ins - City		486.00
	11834	November 2022 Prism Life Ins - Employee		506.10
	B07C19	December 2022 Delta Dental-City Share		1,700.16
	B07C19	December 2022 Delta Dental-Employee Share		232.24

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 2271:				5,610.12
2272	REC16138	RECTRAC REFUNDS	12/05/2022	
	25858	Deposit Refund #25858/ Marian Azurin		200.00
	27691/28262	Deposit Refund #27691/# 28262 / Sandy Le		300.00
	28032	Deposit Refund #28032/ Maria Patricia Avila		150.00
	28473	Deposit Refund #28473/ Cynthia Morones		150.00
	28475	Deposit Refund #28475/ Elbert Ballo		150.00
	28503	Deposit Refund #28503/ Charisse Tangi		300.00
	28506	Deposit Refund #28506/ Vanessa Medina		200.00
	28573	Deposit Refund #28573 cancelled reservation / A		300.00
	28573	Cancelled Reservation due to medical reasons/ A		320.00
	28573	Cancelled Reservation due to medical reasons/ A		85.00
	28573	Cancelled Reservation due to medical reasons/ A		-35.00
	28583	Deposit Refund #28583/ Priya Sujir Nayak		150.00
	28618	Shelter Rental Refund, rsvr cancel due to weathe		90.00
	28618	Deposit Refund #28618/ Cathy Nguyen		150.00
	28714	Deposit Refund #28714/ Gilbert Rodriguez		200.00
	28718	Shelter Rental Refund,reservation cancel due to		75.00
	28718	Deposit Refund #28718 / Lan Tran		100.00
	28762	Deposit Refund #28762/ Lucky Tran		150.00
	28802	Cxl reservation less than 30 days notice/ Kelly L		35.00
	28802	Deposit Refund #28802 due to cancellation/ Kell		50.00
	28802	Cxl reservation less than 30 days notice/ Kelly L		-50.00
Total for Check Number 2272:				3,070.00
2273	GOL1321	GOLDEN STATE WATER COMPANY	12/06/2022	
	November 14	Water Services Building Sept 13 - Nov 10		402.31
	November 14	Water Services Park Sept 13 - Nov 10		396.84
Total for Check Number 2273:				799.15
2274	INT1569	INTERNAL REVENUE SERVICE	12/08/2022	
	12/08/2022	(FD) Federal Tax Withholding		23,249.75
	12/08/2022	(ME) Medicare - City Share		2,611.03
	12/08/2022	(MC) Medicare - Employee Share		2,611.03
Total for Check Number 2274:				28,471.81
2275	BES12575	BEST BEST & KRIEGER LLP	12/09/2022	
	949734	Code Enforcement Fees thru 10-31-2023		19,046.80
	951048	Regional CBO - Homelessness Study (Oct 2022)		1,103.70
Total for Check Number 2275:				20,150.50
2276	TIM14834	TIM SHAW & ASSOCIATES	12/09/2022	
	10 - Year 5	Regional CBO - Capavity Building (Nov 2022)		1,425.00
Total for Check Number 2276:				1,425.00
2277	LOT14650	LOT318	12/09/2022	
	09 30 2022 - 9H	Placentia CBO - Focus Area #1 - Jul-Oct 2022 (1		21,437.44
	09 30 2022 - 9L	Placentia CBO - Focus Area #1 - Sep 2022		7,382.22
	10 31 2022	Placentia CBO - Focus Area #1 - Oct 2022		12,980.03
Total for Check Number 2277:				41,799.69
2278	BOY14655	BOYS & GIRLS CLUBS OF LA HABRA	12/09/2022	
	BIG 7 10 31 22	Regional CBO - Focus Area #1 - Oct 2022		9,488.17

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 2278:				9,488.17
2279	GRI16471	Grizzly Youth Academy Foundation	12/09/2022	
	GYAF - NOC 7	Regional CBO - Focus Area #1 - Sep 2022		6,525.00
	GYAF - NOC 8	Regional CBO - Focus Area #1 - Oct 2022		2,037.56
Total for Check Number 2279:				8,562.56
2280	GOL1321	GOLDEN STATE WATER COMPANY	12/09/2022	
	November 17	Water Services Park Oct-Nov 9		435.79
Total for Check Number 2280:				435.79
2281	MIS16496	MISSIONSQUARE	12/09/2022	
	PPE 12/03/2022	PPE 12/03/22 - #302393		3,365.00
Total for Check Number 2281:				3,365.00
2282	EDD1067	EDD	12/09/2022	
	12/8/2022	State Tax Withholding		8,560.11
	12/8/2022	State Unemployment		36.76
Total for Check Number 2282:				8,596.87
2283	OCA2137	COUNTY OF ORANGE TREASURER- T.	12/12/2022	
	SH 63969	Sheriff Contract Services (Crime Prevention Spe		9,860.83
	SH 63969	Sheriff Contract Services (Office Specialist Fron		8,852.50
	SH 63969	Sheriff Contract Services December - 2022		319,652.17
	SH 63969	Sheriff Contract Services (Mobile Data Compute		334.83
	SH 63969	Sheriff Contract Services December - 2022		765,375.83
	SH 63969	Sheriff Contract Services (Mobile Data Compute		738.00
	SH 63969	.25% Early Payment Discount		-2,762.04
Total for Check Number 2283:				1,102,052.12
2284	AFL187	AFLAC-FLEX ONE	12/14/2022	
	951176	December 22 Employee (Life Ins & Disability Ir		156.18
	951176	December 22 Employee (Aflac)		173.36
Total for Check Number 2284:				329.54
2285	GOL1321	GOLDEN STATE WATER COMPANY	12/14/2022	
	November 22	Water Services Park Sept 21-Nov 21		197.20
Total for Check Number 2285:				197.20
2286	HOP16467	HOPE CENTER OF ORANGE COUNTY	12/14/2022	
	2022-0001	North OC Regional Outreach & Engagement Ser		16,237.66
	2022-0002	North OC Regional Outreach & Engagement Svc		26,880.00
	2022-0003	North OC Regional Outreach & Engagement Svc		62,618.24
	2022-0004	North OC Regional Outreach & Engagement Svc		104,544.00
	2022-0005	North OC Regional Outreach & Engagement Ser		25,761.01
Total for Check Number 2286:				236,040.91
2287	REC16138	RECTRAC REFUNDS	12/15/2022	
	27076	Event Security Refund #27076/ Rodrigo Barba 1		17.50
	27408 & 27621	OT for security guard #27408,#27621,#27622/C		61.25
	27408 & 27621	Event Security Refund #27408, #27621, #27622		331.00
Total for Check Number 2287:				409.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2288	ATH16520 REQUEST 001	ATHENS ADMINISTRATORS Initial Account Escrow Deposit	12/15/2022	10,000.00
Total for Check Number 2288:				10,000.00
2289	BES12575 953966	BEST BEST & KRIEGER LLP Tina/ Pacific Development Fees thru 12-02-2022	12/15/2022	46,000.00
Total for Check Number 2289:				46,000.00
2290	GOL1321 November 23	GOLDEN STATE WATER COMPANY Water Services Median Sept 23-Nov 22	12/15/2022	175.13
Total for Check Number 2290:				175.13
135888	AKA11974 22-1022 22-1022	AKAL CONSULTANTS Preparation of documents for Pavement Manage Preparation of documents for Pavement Manage	12/01/2022	4,520.00 3,960.00
Total for Check Number 135888:				8,480.00
135889	AMT16214 F10000054802	AMTECH ELEVATOR SERVICE Annual Elevator Maintenance Services - Fuel Cc	12/01/2022	225.00
Total for Check Number 135889:				225.00
135890	ANA16510 ST344411	Ana Rosa Lopez Dismissed Citation #ST344411	12/01/2022	44.00
Total for Check Number 135890:				44.00
135891	ATT377 11/17/2022 11/28/2022	AT&T Corporate Yard - Oct DMV Access Line- Oct-Nov	12/01/2022	445.95 55.25
Total for Check Number 135891:				501.20
135892	AUT12223 4072657643	AUTOZONE INC. Light bulbs for Unit #21	12/01/2022	10.43
Total for Check Number 135892:				10.43
135893	BEA14942 17097 17192	BEAR ELECTRICAL SOLUTIONS, INC Maintenance Service - Oct Response Service - Oct	12/01/2022	1,045.00 18,525.00
Total for Check Number 135893:				19,570.00
135894	BOY500 11/20/2022	BOYS & GIRLS CLUB OF STANTON B&G Club Harvest/ Council/ Table 1 of 10	12/01/2022	1,000.00
Total for Check Number 135894:				1,000.00
135895	BOY13501 2023G 2032H	BOYS & GIRLS CLUBS OF GARDEN GI Contractual Services (FaCT) Boys & Girls Club Contractual Services (FaCT) Invoice for Boys &	12/01/2022	3,684.67 4,788.15
Total for Check Number 135895:				8,472.82
135896	CAR630 2022-242216	CARE AMBULANCE SERVICE INC Ambulance Service/ Arthur Bennett	12/01/2022	100.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135896:				100.00
135897	COL15604 53937 53938	COLANTUONO, HIGHSMITH & WHATI OCT-2022/ Penalties & Interest OCT-2022/ Legal Svcs for Collection of UUT	12/01/2022	499.53 89.48
Total for Check Number 135897:				589.01
135898	FIR1181 82153003	CORELOGIC SOLUTIONS, LLC OCT-2022/ Geographic Package - Realquest	12/01/2022	315.00
Total for Check Number 135898:				315.00
135899	DAV15696 13142	DAVIS FARR LLP Temporary Accounting Services - September	12/01/2022	10,125.00
Total for Check Number 135899:				10,125.00
135900	FER14172 38	FERNWOOD MOBILE HOME PARK Lease Agreement for Property along Stanton Cer	12/01/2022	2,575.00
Total for Check Number 135900:				2,575.00
135901	FRA12638 PPE 11-19-2022	FRANCHISE TAX BOARD Wage Garnishment PPE 11-19-2022	12/01/2022	648.25
Total for Check Number 135901:				648.25
135902	FRI13695 FY2223-04	FRIENDLY CENTER, INC Contractual Services (FaCT) Friendly Center	12/01/2022	3,662.58
Total for Check Number 135902:				3,662.58
135903	GRA1350 9509155090	GRAINGER, INC. Light bulbs for City Hall	12/01/2022	198.35
Total for Check Number 135903:				198.35
135904	GRE1360 121709 121709	GREAT SCOTT TREE SERVICE, INC Tree Trimming FY 22/23 (90%) - Oct Tree Trimming FY 22/23 (10%) - Oct	12/01/2022	14,291.64 1,587.96
Total for Check Number 135904:				15,879.60
135905	INT16247 PPE 11-19-2022	INTERNAL REVENUE SERVICE Wage Garnishment PPE 11-19-2022	12/01/2022	161.00
Total for Check Number 135905:				161.00
135906	INT1579 FY2223-04STN	INTERVAL HOUSE Contractual Services (FaCT) Interval House	12/01/2022	1,323.00
Total for Check Number 135906:				1,323.00
135907	HUN12150 STA1FOG12209 STA1MS412209	JOHN L. HUNTER & ASSOCIATES, INC FOG - Sept 2022 NPDES - Sept 2022	12/01/2022	3,908.75 6,293.75
Total for Check Number 135907:				10,202.50
135908	KTG15871 0171648	KTGY GROUP, INC Prep Town Center Specific Plan/ 16-July - Augu	12/01/2022	2,150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	0172149	Prep Town Center Specific Plan/ 13-August - Se		5,912.50
		Total for Check Number 135908:		8,062.50
135909	NAT16503	NATALYA LEPSKAYA	12/01/2022	
	Haven #5 LLC	Postage Labels		29.64
	Haven #5 LLC	Postage Processing Fee		60.00
	Haven #5 LLC	Tentative Parcel Map Fee		2,500.00
		Total for Check Number 135909:		2,589.64
135910	LIF16289	LIFE CHRISTIAN CHURCH OF ORANG	12/01/2022	
	28095	Deposit Refund #28095 Civic Banquet Hall 11/2		400.00
		Total for Check Number 135910:		400.00
135911	LIS16512	Lisa Ganibi	12/01/2022	
	27892	Deposit Refund #27892 SCP-Picnic Shelter 11/1		150.00
		Total for Check Number 135911:		150.00
135912	LOP16263	MARIBEL LOPEZ	12/01/2022	
	2021-790	#2021-790 Refund Deposit 11/10/21 Maribel Lo		420.00
		Total for Check Number 135912:		420.00
135913	NEW16177	ARNIE RICHARD NEWMAN	12/01/2022	
	136	Audio/Lighting for Christmas Tree Lighting Eve		2,250.00
		Total for Check Number 135913:		2,250.00
135914	PHA12971	PARS	12/01/2022	
	51801	SEP2022/PARS/Administrator Services		478.03
		Total for Check Number 135914:		478.03
135915	PSI11874	PSI	12/01/2022	
	36667	Tagnators Graffiti remover		331.69
		Total for Check Number 135915:		331.69
135916	QUA15782	QUALITY MANAGEMENT GROUP, INC	12/01/2022	
	2022-11	Property Management Svcs for Tina Pacific Dev		6,250.00
	2022-11-PR	CM & Maintenance Salaries for Tina Pacific Dev		8,016.66
		Total for Check Number 135916:		14,266.66
135917	QUI16382	QUINN COMPANY	12/01/2022	
	S26082012	Reissued check// 2022 Caterpillar Inc. Backhoe l		119,056.64
		Total for Check Number 135917:		119,056.64
135918	RAD15570	RADAR ENVIRONMENTAL	12/01/2022	
	1888	Disposal of HHW at the City Yard		2,972.89
		Total for Check Number 135918:		2,972.89
135919	RES2489	RESOURCE BUILDING MATERIALS	12/01/2022	
	3485856	Supplies to repair Veterans Park		398.12
	3485860	Safety glasses		27.92
		Total for Check Number 135919:		426.04

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
135920	RJM2515	RJM DESIGN GROUP INC	12/01/2022	
	35229	Stanton Parks Master Plan Project #789.05-sves		14,679.05
	35377	Stanton Parks Master Plane Project #789.05- svc		14,885.13
Total for Check Number 135920:				29,564.18
135921	SCS13184	S.C. SIGNS & SUPPLIES LLC	12/01/2022	
	231638	Variety of street signs - No Parking, Tow Away, t		1,050.70
	231638	Signs for parks		1,046.00
Total for Check Number 135921:				2,096.70
135922	SAN14685	PEARL SANDOCAL	12/01/2022	
	28114	Deposit Refund #28114 SCP Picnic Shelter 11/14		100.00
Total for Check Number 135922:				100.00
135923	SOC2734	SO CAL EDISON	12/01/2022	
	11/22/22	Electric Service - Signals - Nov		70.01
Total for Check Number 135923:				70.01
135924	SOC12606	SO CAL INDUSTRIES	12/01/2022	
	599725	Fence Rental for 10652 Bell Street - Dec		59.11
	599726	Fence Rental for Magnolia Ave./Tina Way - Dec		603.27
	600687	Fence Rental for 8970 Pacific- Dec		231.21
	600688	Fence Rental for 8870 Pacific - Dec		208.58
Total for Check Number 135924:				1,102.17
135925	SPA15432	SPARKLETTS	12/01/2022	
	4096775 110422	NOV-22/ Breakroom water delivery		126.29
Total for Check Number 135925:				126.29
135926	TRU13167	TRULY NOLEN OF AMERICA INC	12/01/2022	
	650193938	Monthly pest spraying for Nov 22		175.00
Total for Check Number 135926:				175.00
135927	UNI11850	UNITED STATES POSTAL SERVICE	12/01/2022	
	11/30/22	Stanton Express Brochure - Winter/Spring 2022/		3,271.15
	Permit #505	Permit #505 / Renewal for First-Class Presort Ac		275.00
Total for Check Number 135927:				3,546.15
135928	VAN13002	VAN RY MAINTENANCE	12/01/2022	
	9645	Floor Service SCSC Center - 1x November 2022		125.00
	9645	Floor Service Civic Center - 2x November 2022		450.00
Total for Check Number 135928:				575.00
135929	VEN13764	VENCO WESTERN INC	12/01/2022	
	0156391-IN	City Owned Properties - Nov		4,592.00
	0156391-IN	Street landscape maintenance - Nov		2,046.20
	0156391-IN	Building landscape maintenance - Nov		1,446.90
	0156391-IN	Parks/medians maintenance - Nov		3,991.00
	0156391-IN	Park landscape maintenance - Nov		4,875.00
	0156391-IN	Median landscape maintenance - Nov		7,911.90
Total for Check Number 135929:				24,863.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
135930	VIC16511 28627	Victoria Payne Deposit Refund #28627 Dotson Picnic Shelter 11	12/01/2022	100.00
Total for Check Number 135930:				100.00
135931	VIS3077 2022-783069-00 2022-783540-00 2022-787925-00 2022-791997-00	VISTA PAINT CORP Graffiti Supplies Graffiti Supplies Graffiti Supplies Graffiti Supplies - paint	12/01/2022	61.66 11.03 12.46 1,254.11
Total for Check Number 135931:				1,339.26
135932	XPR15487 3337 3337	XPRESS URGENT CARE STANTON Pre-Employment Exams/Vanderstraeten CS Volunteer TB Tests	12/01/2022	120.00 425.00
Total for Check Number 135932:				545.00
135933	ABS16273 2020106365	ABSOLUTE SECURITY INTERNATIONAL Security for Hall Rentals 11/12,11/13, 11/19, 11/	12/15/2022	2,526.90
Total for Check Number 135933:				2,526.90
135934	ACE13161 10122	ACE LASER PRINTER SERVICE Toner/Supplies	12/15/2022	652.97
Total for Check Number 135934:				652.97
135935	ANA12346 AN121222	ANAHEIM FAMILY YMCA Payment for YMCA Preschool Soccer classes - F	12/15/2022	646.80
Total for Check Number 135935:				646.80
135936	ATT377 12/5/2022	AT&T Cerritos/Magnolia - Nov	12/15/2022	23.13
Total for Check Number 135936:				23.13
135937	C3O13388 INV153698 INV153924 INV154048 INV154156 INV154157	C3 TECHNOLOGY SERVICES FRC Sharp Copier/ Toner/ Maintenance 8/9/22 to Front/ CR Sharp Copiers/ Toner/ Maintenance 10/9 Equipment Transport/ Delivery Fee CS/ Eng Sharp Copier/ Toner/ Maintenance 10/9 Sharp Copiers/ All Facilities/ Rental Equipment	12/15/2022	69.85 400.13 185.00 268.70 1,777.88
Total for Check Number 135937:				2,701.56
135938	CAA555 300017355	CA ASSOC OF CODE ENFORCEMENT C 2023 CACEO Membership/ L. Ramos	12/15/2022	100.00
Total for Check Number 135938:				100.00
135939	CAB16523 2022-323 2022-323	JOE E CABRAL Partial Refund applicant for OC Sanitation fees. Partial Refund applicant for OC Sanitation fees.	12/15/2022	21.34 405.36
Total for Check Number 135939:				426.70
135940	CAI15143 11/10/2022	ASHLEY CAIN Business Expense Reumbursement for Christmas	12/15/2022	53.86

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135940:				53.86
135941	CAL16221	CALIFORNIA WATERS	12/15/2022	
	14267	Splash Pad repair at SCP - Nov		540.00
	14267	Splash Pad repair at Dotson - Nov		540.00
Total for Check Number 135941:				1,080.00
135942	CAR630	CARE AMBULANCE SERVICE INC	12/15/2022	
	22191738	Ambulance Service/ Louise Swaim		200.00
Total for Check Number 135942:				200.00
135943	CON13243	CONTINENTAL CHEMICAL & SANITAI	12/15/2022	
	76044	Janitorial Supplies		916.41
Total for Check Number 135943:				916.41
135944	FIR1181	CORELOGIC SOLUTIONS, LLC	12/15/2022	
	82154852	NOV-2022/Geographic Package - Realquest		315.00
Total for Check Number 135944:				315.00
135945	COR14961	CORNERSTONE COMMUNICATIONS	12/15/2022	
	14777	Regional CBO - Public Relations Services (Oct 2		10,000.00
	14813	Regional CBO - Public Relations Services (Nov		10,000.00
Total for Check Number 135945:				20,000.00
135946	CSU14679	CSU FULLERTON ASC	12/15/2022	
	AR172488	Regional CBO - Project Evaluation (Oct 2022)		5,159.64
	AR172489	Regional CBO - Resource Map (Oct 2022)		2,621.05
Total for Check Number 135946:				7,780.69
135947	DAV15696	DAVIS FARR LLP	12/15/2022	
	13336	Temporary Accounting Services - October		11,115.00
Total for Check Number 135947:				11,115.00
135948	DSY14997	DSYL	12/15/2022	
	11755	Winter/ Spring 2022-23 Stanton Express - Desig		3,175.00
Total for Check Number 135948:				3,175.00
135949	DUL14924	DULUX PAINTING INC	12/15/2022	
	2022-76	Painting interior of Sheriff's Substation		19,950.00
Total for Check Number 135949:				19,950.00
135950	ECO15351	ECONO TIRE, INC	12/15/2022	
	26748	Nail removal & oil change - Rav 4 #1470472		80.00
	26754	1 oil change & tire rotation - Tacoma #1516938		80.00
Total for Check Number 135950:				160.00
135951	EMP1089	EMPIRE PIPE CLEANING AND EQUIP	12/15/2022	
	Payment 4	Catch Basin Cleaning and Hotspot Cleaning		34,600.00
Total for Check Number 135951:				34,600.00
135952	ETN11852	ENTENMANN- ROVIN, CO	12/15/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	0179829	Code Enforcement Officer Badge: D.Urbina / L.		319.43
			Total for Check Number 135952:	319.43
135953	FED1155 7-958-22164	FEDEX Overnight to First American Title Company (Riv	12/15/2022	41.85
			Total for Check Number 135953:	41.85
135954	FIS1188 NF121222	NENITA S. FISH Payment for Beg. Quilting classes - Fall 2022	12/15/2022	182.00
			Total for Check Number 135954:	182.00
135955	FRA12638 PPE 12-03-2022	FRANCHISE TAX BOARD Wage Garnishment PPE 12-03-2022	12/15/2022	648.25
			Total for Check Number 135955:	648.25
135956	GAL1259 022696905	GALLS LLC Public Safety Clothing: 11/15/2022 - (2) tactical	12/15/2022	142.21
			Total for Check Number 135956:	142.21
135957	GRU16389 4469 4469A 4469B	GRUBER AND LOPEZ, INC Interim billing for City FY 2021/22 Audit Interim billing for SHA FY 2021/22 Audit Gann AUP - FY 06/30/22	12/15/2022	24,750.00 3,750.00 500.00
			Total for Check Number 135957:	29,000.00
135958	GRI12732 GR121222	HEART TO HEART CPR Payment for CPR/First Aid classes - Fall 2022	12/15/2022	301.00
			Total for Check Number 135958:	301.00
135959	HER15003 27193 27914	ABEL HERNANDEZ Deposit Refund #27193 Civic Banquet Hall 11/2 Deposit Refund #27914 Civic Banquet Hall 12/0	12/15/2022	400.00 400.00
			Total for Check Number 135959:	800.00
135960	HIL1466 81201	HILL'S BROS LOCK & SAFE INC 20 Duplicate keys for Dotson building	12/15/2022	69.60
			Total for Check Number 135960:	69.60
135961	INT16247 PPE 12-03-2022	INTERNAL REVENUE SERVICE Wage Garnishment PPE 12-03-2022	12/15/2022	161.00
			Total for Check Number 135961:	161.00
135962	LIF16289 28095 28095	LIFE CHRISTIAN CHURCH OF ORANG Deposit Refund #28095 Civic Banquet Hall 12/0 Deposit Refund #28095 Civic Banquet Hall 11/2	12/15/2022	400.00 400.00
			Total for Check Number 135962:	800.00
135963	MA16526 2021-359P	KHANH MA C&D Deposit Refund for Permit #2021-359P	12/15/2022	4,500.00
			Total for Check Number 135963:	4,500.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
135964	MAR16291 2021-621	YADIRA MARQUEZ C&D Deposit Refund for Permit #2021-621	12/15/2022	2,100.00
Total for Check Number 135964:				2,100.00
135965	MAS16381 1222	MASTER JANITORIAL SERVICE, LLC City Janitorial Services - Dec	12/15/2022	5,095.00
Total for Check Number 135965:				5,095.00
135966	MIN15024 36265	MINUTEMAN PRESS (250) Business Cards/ Code Enf/ L. Ramos	12/15/2022	53.81
Total for Check Number 135966:				53.81
135967	NAT2050 32871	NATIONWIDE ENVIRONMENTAL SVC; Sweeper Services for Dec 2022	12/15/2022	12,052.31
Total for Check Number 135967:				12,052.31
135968	NOA16033 NN121222	NICANOR NOA Payment for youth and adult tennis classes - Fall	12/15/2022	3,591.00
Total for Check Number 135968:				3,591.00
135969	OCS2185 Aug-22 Sep-22	O C SANITATION DISTRICT OC Sanitation District - August Connection Fees OC Sanitation District - September Connection F	12/15/2022	15,339.82 11,000.20
Total for Check Number 135969:				26,340.02
135970	PAC12100 8596	PACIFIC ENVIRONMENTAL Asbestos and lead inspection for 11822 Santa Pa	12/15/2022	2,995.00
Total for Check Number 135970:				2,995.00
135971	PBK16444 2	PBK ARCHITECTS INC Design Services for Norm Ross Sports Park	12/15/2022	15,200.00
Total for Check Number 135971:				15,200.00
135972	PET14941 31281355	PETS BEST Pet Insurance December 2022	12/15/2022	230.28
Total for Check Number 135972:				230.28
135973	ROA14996 A 64659	ROADWAY CONSTRUCTION SERVICE; Traffic Control for Veterans event	12/15/2022	4,376.30
Total for Check Number 135973:				4,376.30
135974	ROD16524 27728 27728	REINA RODRIGUEZ ISIDORO Refund for indoor rental fee's due to security arri Refund 1/2 hour of security due to security arrivi	12/15/2022	75.00 17.50
Total for Check Number 135974:				92.50
135975	SCS13184 232888 233020	S.C. SIGNS & SUPPLIES LLC Hardware for installing street signs Hardware for installing street signs	12/15/2022	1,732.62 774.84
Total for Check Number 135975:				2,507.46

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
135976	SAL16525 2022-613	RAUL SALGADO C&D Deposit Refund for Permit #2022-613	12/15/2022	420.00
Total for Check Number 135976:				420.00
135977	SCO13877 3762821	SCOTT HARRISON PLUMBING & HTG Cut tile to clean drain and get cable	12/15/2022	1,369.00
Total for Check Number 135977:				1,369.00
135978	SKY16010 SK121222	SKYHAWKS SPORTS ACADEMY LLC Payment for Skyhawks Basketball classes - Fall	12/15/2022	997.50
Total for Check Number 135978:				997.50
135979	SOC2734	SO CAL EDISON	12/15/2022	
	11/28/22	Stanton District Light - Nov		54.77
	11/28/22	Electric Service - Building - Nov		6,604.82
	11/28/22	Electric Service - Medians - Nov		25.19
	11/30/22	Electric Service - Signals - Nov		74.60
	12/05/22	Electric Service - SCP - Nov		3,119.10
	12/05/22	Electric Service - Signals - Nov		966.19
	12/05/22	Stanton District Light - Nov		10,032.51
	12/12/22	Electric Service - Building - Nov		2,715.33
	12/12/22	Electric Service - Parks - Nov		659.56
	12/12/22	Electric Service - Parks - Nov		601.34
	12/12/22	Electric Service - Signals - Nov		77.12
Total for Check Number 135979:				24,930.53
135980	SOC12606 603137	SO CAL INDUSTRIES Fence Rental for 8910-8920 Pacific	12/15/2022	311.94
Total for Check Number 135980:				311.94
135981	GAS1282	SOCALGAS	12/15/2022	
	11/30/2022	Gas service - City Hall - Nov		222.04
	12/5/2022	Gas Services - Corp Yard - Nov		36.29
Total for Check Number 135981:				258.33
135982	BCN14064 132222521	SOLEX - FUSION LAN LINES Burgular Alarms/ Fire/ Oct-2022	12/15/2022	1,298.33
Total for Check Number 135982:				1,298.33
135983	SOU11880	SOUTH COAST A.Q.M.D	12/15/2022	
	4090859	Rule 461 Liquid Fuel Dispensing System Fees -		138.56
	4094312	Emissions Fees - City Yard FY 22-23		151.85
Total for Check Number 135983:				290.41
135984	WAT13601 28359	SOUTHLAND AUTOMOTIVE WORKS Repair flat tire on 2001 Dodge Ram	12/15/2022	30.00
Total for Check Number 135984:				30.00
135985	SPA15432	SPARKLETTTS	12/15/2022	
	4096775 120222	NOV-22/ Breakroom Water Delivery		106.86
Total for Check Number 135985:				106.86

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
135986	SPE14381	SPECTRUM	12/15/2022	
	0012363110122	Cable Services/ NOV-2022		102.34
	0012363120122	Cable Services / DEC-2022		102.34
Total for Check Number 135986:				204.68
135987	STA16013	RACHEL STANLEY	12/15/2022	
	RS121222	Payment for Yoga classes - Fall 2022		392.00
Total for Check Number 135987:				392.00
135988	STA12282	STANLEY CONVERGENT SECURITY S	12/15/2022	
	6002959629	Fixed alarm at FRC center		285.00
Total for Check Number 135988:				285.00
135989	STA2817	STAPLES BUSINESS CREDIT	12/15/2022	
	1645026286	Office Supplies/ City Clerk's Office		293.09
	1645026286	Office Supplies/ Human Resources		43.74
	1645026286	Office Supplies/ Restock break room supplies		107.27
	1645026286	Supplies/ Building/ Maintenance		329.42
	1645026286	Refreshments/ Facilities		223.61
Total for Check Number 135989:				997.13
135990	SWR2862	STATE WATER RESOURCES CONTROL	12/15/2022	
	SW-0246391	Storm Water Monitoring - Facility ID 830M100C		17,666.00
	WD-0217792	Storm Water Monitoring - ID 8SS010605 Annua		3,453.00
Total for Check Number 135990:				21,119.00
135991	TAI14271	TAIT & ASSOCIATES INC	12/15/2022	
	152725	Design for FY 2022/23 Citywide Street Rehabili		10,982.50
Total for Check Number 135991:				10,982.50
135992	TAM16522	DAN TAMBOURINE	12/15/2022	
	SPDR-813	Appeal to approve SPDR-813, TPM 2022-125 at		2,185.00
Total for Check Number 135992:				2,185.00
135993	THE14944	THE RINKS-WESTMINSTER ICE	12/15/2022	
	CH121222	Payment for Ice Skating classes - Fall 2022		525.00
Total for Check Number 135993:				525.00
135994	TOW14437	TOWNSEND PUBLIC AFFAIRS, INC	12/15/2022	
	19259	DEC-2022/ Public Advocacy & Grant Funding S		4,000.00
Total for Check Number 135994:				4,000.00
135995	TUR2970	TURBO DATA SYSTEMS INC	12/15/2022	
	38977	NOV-22/ Parking Citation Processing		4,077.49
	38978	NOV-22/ Administrative Citation Processing		150.00
Total for Check Number 135995:				4,227.49
135996	TUS12207	CITY OF TUSTIN	12/15/2022	
	2023	2023 OCHRC Membership Renewal		250.00
Total for Check Number 135996:				250.00
135997	VER3059	VERIZON WIRELESS	12/15/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	9920715693	Mobile/ Data Plans/ Hotspots 10/17/22 - 11/16/2		895.95
	9920715694	Mobile/ Data Plans/ Hotspots 10/17/22 - 11/16/2		1,052.97
Total for Check Number 135997:				1,948.92
135998	VIL14804 AV121222	ARACELY VILLARRUEL Payment for Baile Folklorico classes - Fall 2022	12/15/2022	988.40
Total for Check Number 135998:				988.40
135999	VIN16514	VincentBenjamin Group LLC	12/15/2022	
	95702175116	Temporary Staffing for Accounting Division, PE		560.00
	95702175428	Temporary Staffing for Accounting Division, PE		280.00
	95702175449	Temporary Staffing for Admin Clerk, PE Oct-9		445.50
	95702175931	Temporary Staffing for Accounting Division, PE		885.36
	95702175956	Temporary Staffing for Admin Clerk, PE Oct-16		594.00
	95702176216	Temporary Staffing for Accounting Division, PE		1,180.48
	95702176240	Temporary Staffing for Admin Clerk, PE Oct-23		594.00
	95702176474	Temporary Staffing for Accounting Division, PE		885.36
	95702176487	Temporary Staffing for Admin Clerk, PE Oct-30		326.70
	95702176488	Temporary Staffing for Accounting Division, PE		292.51
	95702176740	Temporary Staffing for Accounting Division, PE		1,234.88
	95702176776	Temporary Staffing for Admin Clerk, PE Nov-6		475.20
	95702177010	Temporary Staffing for Accounting Division, PE		492.02
	95702177013	Temporary Staffing for Admin Clerk, PE Nov-13		445.50
	95702177257	Temporary Staffing for Admin Clerk, PE Nov-20		594.00
	95702177259	Temporary Staffing for Accounting Division, PE		540.96
	95702177509	Temporary Staffing for Admin Clerk, PE Nov-27		445.50
	95702177510	Temporary Staffing for Accounting Division, PE		274.56
Total for Check Number 135999:				10,546.53
136000	VIS3077 2022-811987-00	VISTA PAINT CORP Graffiti Supplies	12/15/2022	8.57
Total for Check Number 136000:				8.57
136001	WIN15944 WD12122022	WINE AND DESIGN Payment for Fall 2022 youth art classes (1 of 1)	12/15/2022	336.00
Total for Check Number 136001:				336.00
Report Total (167 checks):				6,336,085.69

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING DECEMBER 13, 2022

1. CLOSED SESSION None.

In recognition and honor of outgoing Mayor Pro Tem Ramirez, Mayor Shawver requested to delegate authority to Mayor Pro Tem Ramirez to serve as the Presiding Officer of the December 13, 2022, City Council meeting, presiding over all agenda items up to item 12C, in which authority will be redelegated back to Mayor Shawver for completion of remaining agenda items.

Mayor Shawver received City Council consensus and Mayor Pro Tem Ramirez was delegated authority to serve as the Presiding Officer over all agenda items up to item 12C.

2. CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING

The City Council / Successor Agency / Housing Authority meeting was called to order at 6:30 p.m. by Mayor Pro Tem Ramirez.

3. PLEDGE OF ALLEGIANCE

Led by Mr. Donald Torres, Council Member Elect - District 1.

4. ROLL CALL

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

Absent: None.

Excused: None.

5. SPECIAL PRESENTATIONS AND AWARDS

The City Council along with the Office of Senator Josh Newman, presented certificates of recognition to the 2022 Citizen's Academy participants for completion of the City's four-week community and leadership development program.

DRAFT

6. CONSENT CALENDAR

Council Member Warren requested to pull item 6L from the consent calendar for separate discussion.

Motion/Second: Van/Warren

ROLL CALL VOTE:	Council/Agency/Authority Member Taylor	AYE
	Council/Agency/Authority Member Van	AYE
	Council/Agency/Authority Member Warren	AYE
	Mayor Pro Tem/Vice Chairman Ramirez	AYE
	Mayor/Chairman Shawver	AYE

Motion unanimously carried:

CONSENT CALENDAR

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

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

6B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated November 4, 2022 – November 17, 2022, in the amount of \$1,445,660.58.

6C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Joint Regular Meeting – November 22, 2022.

DRAFT

6D. RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS PURSUANT TO AB 361

Consideration of the circumstances of the state of emergency related to the COVID-19 pandemic to determine whether remote teleconference meetings of the City Council, Committees, and Commissions can continue to be held under the provisions of AB 361.

1. The City Council declared that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Reconsidered the circumstances of the state of emergency; and
3. Finds that state or local officials have continued to impose or recommend measures to promote social distancing; and
4. Directed staff, no later than 30 days after the City Council approves the recommended action, to report back on the state-proclaimed state of emergency so that City Council may reconsider the circumstances of the emergency, and, if appropriate, make findings to continue to hold virtual meetings of City legislative bodies pursuant to AB 361.

6E. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION FOR THE OFFICE OF MAYOR AND ELECTORAL DISTRICTS 1 AND 3 ON NOVEMBER 8, 2022, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved Resolution No. 2022-48, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION FOR THE OFFICE OF MAYOR AND ELECTORAL DISTRICTS 1 AND 3 ON NOVEMBER 8, 2022, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW."

DRAFT

6F. ADOPT RESOLUTION APPROVING THE ANNUAL MEASURE M2 EXPENDITURE REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022

Orange County Local Transportation Authority (OCTA) Ordinance No. 3 (“Ordinance”) requires that the City adopt a resolution approving an Annual Measure M2 Expenditure Report. This report accounts for the City’s share of Measure M2 revenues, developer/traffic impact fees, and the funds that were expended to satisfy the City’s Maintenance of Effort requirements (MOE). The Annual Measure M Expenditure Report for the fiscal year ended June 30, 2022, has been included as Exhibit A to the Resolution (Attachment A).

1. The City Council finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Adopted Resolution No. 2022-46 approving the Annual Measure M2 Expenditure Report for the Fiscal Year Ended June 30, 2022, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF STANTON FOR THE FISCAL YEAR ENDED JUNE 30, 2022”; and

3. Directed staff to submit the report with Orange County Local Transportation Authority (OCTA).

6G. OCTOBER 2022 INVESTMENT REPORT

The Investment Report as of October 31, 2022, has been prepared in accordance with the City’s Investment Policy and California Government Code Section 53646.

1. The City Council finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of October 2022.

DRAFT

6H. OCTOBER 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of October 31, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Successor Agency finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of October 2022.

6I. OCTOBER 2022 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended October 31, 2022, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of October 31, 2022.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the General Fund and Housing Authority Fund's October 2022 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended October 31, 2022.

6J. AUTHORITY TO ADVERTISE FOR CONSTRUCTION: FAMILY RESOURCE CENTER RENOVATION PROJECT

The plans and specifications for the Family Resource Center Renovation Project ("Project") are substantially complete. In the interest of time, the City Engineer is recommending City Council approval of the draft specifications and plans for bidding, subject to revision by the City Engineer and the City Attorney, to ensure a construction contract is awarded for the project to be completed by the grant deadline. The draft Project plans and specifications are available in the City Engineer's Office for review.

DRAFT

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved the bid specifications and plans, subject to revisions required by the City Engineer and the City Attorney; and
3. Authorized and advertised for bids the Family Resource Center Renovation Project.

6K. LOW AND MODERATE INCOME HOUSING ASSET FUND ANNUAL REPORT FOR FISCAL YEAR 2021-2022 (HOUSING AUTHORITY)

The attached Low and Moderate Income Housing Asset Fund Annual Report for Fiscal Year 2021-2022 is being presented for consideration as required by State Law.

1. The Authority Board declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3); and
2. Received and filed the Annual Progress Report.

6M. APPROVE RESOLUTION TO RECEIVE AND FILE FISCAL YEAR 2021/22 DEVELOPMENT IMPACT FEE REPORT AND MAKE CERTAIN FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 66000, et. seq.

The Fiscal Year 2021/22 Annual Financial Report of Development Impact Fees ("Fiscal Year 2021/22 Development Impact Fee Report") is hereby provided to City Council in Attachment A to this staff report as required by California Government Code Section 66006, which was enacted by Assembly Bill No. 1600 (AB 1600). All development impact fees that have been collected, including interest earned on the fees, have been spent or have been earmarked for spending as of June 30, 2022. Consequently, there are no funds that are required by California Government Code Section 66006 to be refunded to property owners. Attachment A, pages 14-16 include Resolution No. 2022-47 to approve the receipt and filing of the Fiscal Year 2021/22 Development Impact Fee Report and certain findings the California Government Code requires the City Council to affirm.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and

DRAFT

2. Approved Resolution No. 2022-47 to receive and file the Fiscal Year 2021/22 Development Impact Fee Report and make certain findings pursuant to Government Code Section 66006, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON TO RECEIVE AND FILE THE FISCAL YEAR 2021/22 DEVELOPMENT IMPACT FEE REPORT AND FIVE-YEAR REPORT AND MAKE CERTAIN FINDINGS, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66000 et seq.”

6N. AWARD OF CONTRACT TO TPX COMMUNICATIONS TO PROVIDE MANAGED FIREWALL SERVICES

Staff recommends that the City Council approve the Professional Services Agreement with TPx Communications for managed firewall services.

1. The City Council declared that this item is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Waived the competitive bidding requirements in the City’s purchasing policy for this procurement; and
3. Approved the Professional Services Agreement with TPx Communications to provide managed firewall services; and
4. Authorized the City Manager to bind the City of Stanton and TPx Communications in a contract to provide these services.

END OF CONSENT CALENDAR

6L. APPROVAL OF COOPERATIVE SERVICE AGREEMENT WITH COUNTY OF ORANGE TO PROVIDE MUNICIPAL SERVICES

The County of Orange performs various municipal services for cities within Orange County. The current agreement with the County of Orange is set to expire on January 16, 2023. City staff has worked with the County of Orange to draft a new Cooperative Service Agreement with an increased scope of services and a capacity not to exceed \$450,000.

Staff report by Ms. Hannah Shin-Heydorn, City Manager.

DRAFT

Motion/Second: Warren/Shawver

Motion carried by the following vote:

AYES: 5 (Ramirez, Shawver, Taylor, Van, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

Motion unanimously carried:

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Approved a Cooperative Service Agreement with the County of Orange for Municipal Services for a three-year term and a not-to-exceed compensation amount of \$450,000; and
3. Authorized the City Manager to bind the City of Stanton and the County of Orange in a contract to provide services.

7. **PUBLIC HEARINGS** None.

8. **UNFINISHED BUSINESS**

8A. **APPROVAL OF ORDINANCE NO. 1124**

This Ordinance was introduced at the regular City Council meeting of November 22, 2022.

Staff report by Ms. Patricia A. Vazquez, City Clerk.

Motion/Second: Shawver/Warren

ROLL CALL VOTE:	Council Member Taylor	AYE
	Council Member Van	AYE
	Council Member Warren	AYE
	Mayor Pro Tem Ramirez	AYE
	Mayor Shawver	AYE

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1124, entitled:

DRAFT

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING AND RESTATING CHAPTER 5.77 (COMMERCIAL CANNABIS BUSINESSES) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE STANTON MUNICIPAL CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(C)(2), 15061(B)(3) AND 15378(b)(5)”; and

2. The City Council adopted Ordinance No. 1124.

9. NEW BUSINESS

9A. PROPOSED ORDINANCE AMENDING PROVISIONS OF CHAPTER 5.04 (LICENSES) AND PROPOSING NEW CHAPTER 5.18 RELATED TO PERSONAL SERVICES; AND PROPOSED TERMINATION OF MORATORIUM RELATING TO SPECIFIED PERSONAL SERVICE AND MEDICAL OFFICE BUSINESSES; AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

On June 14, 2022, the City Council adopted Urgency Ordinance No. 1121, which established a 45-day moratorium on the establishment of specified personal care and medical office businesses (the “Moratorium”). The Moratorium was to address public alleged nuisance activity that had occurred at some day spas within the City. The Moratorium was extended on July 12, 2022, for 10 months and 15 days. After studying the issue, the City is proposing revisions to the City’s business licensing ordinances as well as proposing a new chapter in the Stanton Municipal Code (SMC) to impose additional regulations on certain personal services businesses. If the changes are adopted, the City also proposes to terminate the Moratorium.

Staff report by Ms. HongDao Nguyen, City Attorney.

Motion/Second: Warren/Van

ROLL CALL VOTE:	Council Member Taylor	AYE
	Council Member Van	AYE
	Council Member Warren	AYE
	Mayor Pro Tem Ramirez	AYE
	Mayor Shawver	AYE

Motion unanimously carried:

1. The City Council considered, waived further reading, and introduced for first reading Ordinance No. 1125, entitled:

DRAFT

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING PORTIONS OF CHAPTER 5.04 (LICENSES) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) AND ADDING CHAPTER 5.18 (PERSONAL SERVICES) TO TITLE 5 OF THE STANTON MUNICIPAL CODE; SETTING A TERMINATION DATE FOR URGENCY ORDINANCE NO. 1121 REGARDING A MORATORIUM ON PERSONAL CARE AND MEDICAL OFFICE BUSINESSES; AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA”; and

2. Approved the termination of the Moratorium imposed pursuant to Urgency Ordinance No. 1121 so that the termination is effective December 31, 2022, and issued a written report pursuant to Government Code section 65858(d); and
3. Made a determination that the actions are not a “project” within the meaning of Section 15378, or otherwise exempt pursuant to Section 15061(b)(3) of the State of California Environmental Quality Act (“CEQA”) Guidelines.

10. ORAL COMMUNICATION None.

11. WRITTEN COMMUNICATIONS None.

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

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

Council Member Van reported on the City’s attendance at the Holiday Tree Farms, Inc. and Home Depot Store #6952 (*Stanton*) for the City’s annual Adopt-A-Tree Program, which was held on December 5, 2022.

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

Mayor Shawver requested to agendize discussion regarding the use of defensive wire along the storm drain channels within the city.

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

None.

DRAFT

Authority has been redelegated back to Mayor Shawver for completion of remaining agenda items.

12D. SWEARING IN / SEATING OF NEW COUNCIL MEMBERS

The Orange County Registrar of Voters and the Stanton City Council has declared and determined that as a result of the General Municipal Election held on November 8, 2022:

- Mr. David John Shawver was elected as Mayor for the full term of four years; and
- Mr. Donald Torres was elected as Member of the City Council to represent Electoral District 1 for the full term of four years; and
- Mr. Gary Taylor was elected as Member of the City Council to represent Electoral District 3 for the full term of four years.

The City Clerk administered the Oaths of Office to Mr. David John Shawver and Mr. Gary Taylor.

Council Member Van ceremoniously administered the Oath of Office to Mr. Donald Torres.

The City Council expressed their congratulations to Mayor Shawver, Council Member Taylor and Council Member Torres on a successful election season.

12E. RECOGNITION OF OUTGOING MAYOR PRO TEM RIGOBERTO A. RAMIREZ

Presentation of honors by the City Council to Mayor Pro Tem Rigoberto A. Ramirez.

The City Council expressed their gratitude to outgoing Mayor Pro Tem Ramirez for his outstanding service to the Stanton community for the last 10 years as a City Council Member, Mayor Pro Tem, and Mayor.

Mayor Pro Tem Ramirez expressed his gratitude to the City Council, city staff, and Stanton Community.

DRAFT

12F. REORGANIZATION OF CITY COUNCIL

Annually, the City Council elects a Mayor Pro Tem.

Mayor Shawver opened nominations for Mayor Pro Tem.

Council Member Van nominated Council Member Carol Warren for the office of Mayor Pro Tem, which was seconded by Council Member Torres.

Mayor Shawver nominated Council Member Hong Alyce Van for the office of Mayor Pro Tem, which was seconded by Council Member Warren.

Mayor Shawver closed nominations for Mayor Pro Tem.

1. Council Member Carol Warren for the office of Mayor Pro Tem.

Motion/Second: Van/Torres

ROLL CALL VOTE:	Council Member Taylor	NO
	Council Member Torres	NO
	Council Member Van	AYE
	Council Member Warren	NO
	Mayor Shawver	NO

Motion failed.

2. Council Member Hong Alyce Van for the office of Mayor Pro Tem.

Motion/Second: Shawver/Warren

ROLL CALL VOTE:	Council Member Taylor	AYE
	Council Member Torres	AYE
	Council Member Van	AYE
	Council Member Warren	AYE
	Mayor Shawver	AYE

Motion unanimously carried:

Council Member Hong Alyce Van was unanimously elected Mayor Pro Tem.

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

None.

DRAFT

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

14A. ORANGE COUNTY FIRE AUTHORITY

At this time the Orange County Fire Authority will provide the City Council with an update on their current operations.

Battalion Chief Erik Miranda provided the City Council with an update on their current operations.

15. **ADJOURNMENT** in recognition and honor of outgoing Mayor Pro Tem Rigoberto A. Ramirez and his family.
Motion/Second: Shawver/
Motion carried at 7:36 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 10, 2023

SUBJECT: NOVEMBER 2022 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of November 30, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

1. City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of November 2022.

BACKGROUND:

Changes in the City's cash and investment balances during the month of November are summarized below:

	Beginning Balance	Net Change	Ending Balance
Cash and Investment Accounts (Pooled-All Funds)	\$ 61,776,940.69	\$ (4,773,994.82)	\$ 57,002,945.87
Cash (Non-Pooled)	3,965,924.89	206,991.43	4,172,916.32
Total Cash and Investments	<u>\$ 65,742,865.58</u>	<u>\$ (4,567,003.39)</u>	<u>\$ 61,175,862.19</u>

Between October 31, 2022, and November 30, 2022, the City's total cash and investments decreased by \$4.6 million. Significant payments made during the month of November were: \$2.5 million for the acquisition of the Riviera Motel; \$1.3 million for the quarterly fire protection services contract payment to Orange County Fire Authority; and \$1.1 million for the monthly law enforcement contract payment to the County of Orange.

The City's cash and investment balances by fund type are presented in Attachment A. A summary of the City's investment portfolio is included as Attachment B. The detail of the City's investments by type that are managed by City staff are shown in Attachment C.

The detail of investments by type that are managed by Chandler Asset Management, LLC (“Chandler”) are shown in Attachment D.

ANALYSIS:

The monthly cash and investment report provides a summary of the cash and investment accounts held by the City as of the end of that month. In order to manage its cash and investments, the City combines cash resources from all funds into a single pool consisting of a variety of accounts and securities. The balance in the pooled cash account includes cash and certain liquid investments that are available to meet the City’s current cash needs. Cash in excess of the City’s current cash needs is invested in interest-bearing investments with various maturities.

As of November 30, 2022, the market value of the City’s total investment portfolio was \$52.9 million, of which \$28.1M (53%) is managed by City staff and \$24.8M (47%) is managed by Chandler (Attachment B). Detailed information regarding the securities contained in the City’s investment portfolio is provided in Attachments C and D. As of November 30, 2022, City investments consisted of the following:

	Market Value as of November 30, 2022	Percentage of Portfolio Invested by Type	Maximum Percentage of Portfolio Permitted by Investment Policy	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 22,253,180.66	42.09%	100.00%	Yes
U.S. Treasury Notes	8,748,262.25	16.55%	100.00%	Yes
Corporate Notes	6,087,985.26	11.52%	30.00%	Yes
Federal Agency Securities	5,091,160.76	9.63%	100.00%	Yes
Negotiable Certificates of Deposit	4,841,158.10	9.16%	30.00%	Yes
Asset Backed Securities	2,520,385.51	4.77%	20.00%	Yes
Collateralized Mortgage Obligations	2,316,341.89	4.38%	20.00%	Yes
Municipal Bonds	956,294.55	1.81%	100.00%	Yes
Money Market Funds	52,204.15	0.10%	20.00%	Yes
Total Investments	<u>\$ 52,866,973.13</u>	<u>100.00%</u>		

The City’s investment portfolio is well-diversified with investments spread across nine different security types. Likewise, the average maturity of the City’s portfolio (except for LAIF) is approximately 2 years, which is within the 3.5 years target in the City’s investment policy.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City’s Fiscal Year 2022-23 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.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Cash and Investment Balances by Fund
- B. Investments Portfolio Summary
- C. Investment Portfolio Detail (Managed by City Staff)
- D. Investment Portfolio Detail (Managed by Chandler)

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED NOVEMBER 30, 2022**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 22,040,272.19	\$ 6,913,135.57	\$ (7,491,156.20)	\$ 21,462,251.56
102-111101	General Fund (Transactions & Use Tax)	(370,251.99)	565,455.62	(773,943.25)	(578,739.62)
210-111101	Certified Access Specialists (CASP) Program	53,219.95	-	-	53,219.95
211-111101	Gas Tax Fund	1,529,148.40	97,785.51	(46,944.48)	1,579,989.43
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	1,349,975.24	75,537.58	(1,109,895.00)	315,617.82
220-111101	Measure M Fund	1,065,192.91	-	(572,928.57)	492,264.34
221-111101	Community Development Block Grant-COVID-19 (CDBG-	211,011.18	-	-	211,011.18
223-111101	Protective Services Fund	(1,620.00)	42,874.34	(41,254.34)	-
224-111101	Lighting Maintenance 1919 Act Fund	606,359.28	157,497.93	(5,421.04)	758,436.17
225-111101	Lighting/Median Maintenance 1972 Act Fund	970,773.47	23,686.65	(29,393.02)	965,067.10
226-111101	Air Quality Improvement Fund	190,785.08	-	-	190,785.08
227-111101	Other Grants Fund	348,213.72	-	(15,200.00)	333,013.72
242-111101	Supplemental Law Enforcement Grant Fund	423,316.83	-	(12,500.00)	410,816.83
245-111101	Justice Assistance Grant (JAG) Grant Fund	(8,937.13)	-	-	(8,937.13)
250-111101	Families and Communities Together (FaCT) Grant Fund	(28,368.68)	21,863.47	(32,164.74)	(38,669.95)
251-111101	Senior Transportation Fund	57,587.70	610.62	(3,053.12)	55,145.20
257-111101	America Rescue Act Plan (ARPA) Fund	7,293,539.61	-	(97,429.28)	7,196,110.33
261-111101	Street Impact Fees Fund	101,715.27	-	-	101,715.27
263-111101	Community Center Impact Fees Fund	169,124.85	-	-	169,124.85
264-111101	Police Services Impact Fees Fund	152,808.41	-	-	152,808.41
271-111101	Public Safety Task Force Fund (City Funds)	101,080.00	-	-	101,080.00
280-111101	Stanton Central Park Maintenance Fund	(14,047.49)	4,933.34	540.00	(9,654.15)
285-various	Stanton Housing Authority Fund	12,294,588.77	2,569,581.09	(5,074,738.32)	9,789,431.54
305-111101	Capital Projects Fund	257,197.69	1,725,866.19	(1,675,666.71)	307,397.17
310-111101	Park and Recreation Facilities Fund	3,816,297.95	-	(7,388.34)	3,808,909.61
501-111101	Sewer Maintenance Fund	5,863,226.96	114,368.28	(12,588.85)	5,965,006.39
502-111101	Sewer Capital Improvement Fund	2,944.59	-	-	2,944.59
602-111101	Workers' Compensation Fund	545,908.66	6,375.06	(3,209.91)	549,073.81
603-111101	Liability Risk Management Fund	110,128.34	-	-	110,128.34
604-111101	Employee Benefits Fund	(158,677.15)	129,363.31	(80,248.47)	(109,562.31)
605-111101	Fleet Maintenance Fund	436,275.83	16,224.92	(7,066.84)	445,433.91
801-111101	Expendable Deposits Fund	(20,456.82)	15,000.00	(16,332.70)	(21,789.52)
901-111101	North Orange County Collaborative (NOC) Fund	2,388,607.07	-	(145,091.12)	2,243,515.95
Total Pooled Cash and Investments⁽¹⁾		\$ 61,776,940.69	\$ 12,480,159.48	\$ (17,253,074.30)	\$ 57,002,945.87
Less: Investments⁽¹⁾		\$ (59,917,311.99)	\$ (452,342.200)	\$ 7,502,681.06	\$ (52,866,973.13)
Cash - Bank of the West General Checking Account		\$ 1,859,628.70	\$ 12,027,817.28	\$ (9,750,393.24)	\$ 4,135,972.74

CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED NOVEMBER 30, 2022

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-NON-POOLED</u>					
xxx-111103	Payroll Account	\$ -	\$ 263,290.45	\$ (263,290.45)	\$ -
101-111109	Flexible Spending/AFLAC	9,785.00	-	(712.10)	9,072.90
101-111505	Petty Cash	600.00	-	-	600.00
285-111403	Cash with Property Management Company (QMG)	53,122.94	40,078.71	(8,122.94)	85,078.71
604-111404	Cash with Fiscal Agent (PARS) ⁽²⁾	3,902,416.95	176,560.76	(813.00)	4,078,164.71
	Total Cash-Non-Pooled	\$ 3,965,924.89	\$ 479,929.92	\$ (272,938.49)	\$ 4,172,916.32
<u>INVESTMENTS</u>					
	POOLED ALL FUNDS	\$ 59,917,311.99	\$ 452,342.20	\$ (7,502,681.06)	\$ 52,866,973.13
	Total Investments ⁽³⁾	\$ 59,917,311.99	\$ 452,342.20	\$ (7,502,681.06)	\$ 52,866,973.13
	TOTAL CASH AND INVESTMENTS	\$ 65,742,865.58	\$ 12,960,089.40	\$ (17,526,012.79)	\$ 61,175,862.19

Notes:

⁽¹⁾ - Pooled cash includes: City's Bank of the West general checking, investment sweep, and safekeeping accounts, the City's Local Agency Investment Fund (LAIF) account, the Housing Authority's LAIF account, and the Public Agency Retirement Services (PARS) account.

⁽²⁾ - The Public Agency Retirement Services (PARS) account is an irrevocable trust that can be used for pension and other post employment benefits only. This fund is excluded from the compliance requirements set forth in the City's investment policy.

⁽³⁾ - The Portfolio Summary Report and Holdings by Security Type are included in Attachments B and C, respectively.

**Portfolio Summary
as of November 30, 2022
TOTAL = \$52.9M**



■ ATTACHMENT C ■ ATTACHMENT D

City of Stanton
Portfolio Holdings
Investment Portfolio | by Security Sector
Report Format: By Transaction
Group By: Security Sector
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 11/30/2022

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Certificate Of Deposit											
Allegiance Bank TX 2.65 2/14/2023	01748DBB1	4/11/2019	2.650	249,000.00	249,000.00	249,000.00	248,357.58	2/14/2023	76	289.25	0.87
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	243,855.00	3/25/2024	481	1,310.96	0.87
Bank of New England NH 2.65 5/23/2024	06426KBE7	5/23/2019	2.650	249,000.00	249,000.00	249,000.00	241,151.52	5/23/2024	540	126.55	0.87
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	241,069.35	5/17/2024	534	230.58	0.87
EagleBank MD 2.65 4/28/2023	27002YEL6	4/30/2019	2.650	249,000.00	249,000.00	249,000.00	247,252.02	4/28/2023	149	0.00	0.87
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	238,676.46	7/22/2024	600	122.79	0.87
First Technology FCU CA 3.35 9/27/2023	33715LCJ7	9/27/2018	3.350	240,000.00	240,000.00	240,000.00	237,343.20	9/27/2023	301	66.08	0.84
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	236,878.68	8/23/2024	632	93.12	0.87
Greenstate FCU IA 1.95 2/28/2023	39573LAF5	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	247,735.08	2/28/2023	90	26.61	0.87
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	238,718.40	4/25/2024	512	642.97	0.86
Horizon Bank NE 1.7 8/29/2023	44042TBQ6	7/29/2019	2.101	249,000.00	245,090.70	248,287.31	244,425.87	8/29/2023	272	11.60	0.87
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	241,395.54	4/26/2024	513	70.95	0.87
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,371.81	240,257.61	6/28/2024	576	31.38	0.87
Merrick Bank UT 2.6 8/23/2023	59013J7P8	4/23/2019	2.600	249,000.00	249,000.00	249,000.00	245,299.86	8/23/2023	266	124.16	0.87
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	241,124.28	2/7/2024	434	2,402.71	0.86
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	241,124.28	2/7/2024	434	2,402.71	0.86
Mountain America CU UT 3 3/27/2023	62384RAF3	4/9/2019	2.840	249,000.00	250,494.00	249,120.72	248,043.84	3/27/2023	117	61.40	0.87
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	235,250.21	8/23/2024	632	1,339.89	0.86
University of Iowa CU IA 3.05 5/15/2023	91435LAG2	4/25/2019	2.919	248,000.00	249,240.00	248,138.99	246,420.24	5/15/2023	166	600.98	0.87
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	236,779.08	8/28/2024	637	26.61	0.87
Sub Total / Average Certificate Of Deposit			2.549	4,960,000.00	4,959,995.00	4,959,918.83	4,841,158.10		398	9,981.30	17.35
Local Government Investment Pool											
LAIF City LGIP	LAIFCITY0895	2/29/2020	2.007	15,880,436.46	15,880,436.46	15,880,436.46	15,606,172.72	N/A	1		55.56
LAIF Housing Authority LGIP	LAIFHA0004	2/29/2020	2.007	6,763,822.82	6,763,822.82	6,763,822.82	6,647,007.94	N/A	1		23.66
Sub Total / Average Local Government Investment Pool			2.007	22,644,259.28	22,644,259.28	22,644,259.28	22,253,180.66		1	0.00	79.22
Municipal											
Arvin Community CA 2.5 3/1/2023	043288AK5	8/8/2019	2.350	275,000.00	276,399.75	275,097.91	273,462.75	3/1/2023	91	1,699.65	0.96
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,394.34	195,459.30	8/1/2024	610	1,267.86	0.72
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	252,563.47	241,867.50	6/1/2024	549	3,418.40	0.87
Stockton CA 2.5 9/1/2023	861403AU7	5/1/2019	2.600	250,000.00	248,975.00	249,822.05	245,505.00	9/1/2023	275	1,545.14	0.87
Sub Total / Average Municipal			2.207	980,000.00	989,644.80	982,877.77	956,294.55		363	7,931.05	3.43
Total / Average			2.108	28,584,259.28	28,593,899.08	28,587,055.88	28,050,633.31		82	17,912.35	100

City of Stanton - Account #10991

MONTHLY ACCOUNT STATEMENT

NOVEMBER 1, 2022 THROUGH NOVEMBER 30, 2022

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

Custodian

US Bank
Alexander Bazan
(503) 402-5305

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.



City of Stanton

Account #10991

Portfolio Summary

As of November 30, 2022

PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.46
Average Coupon	3.00%
Average Purchase YTM	4.14%
Average Market YTM	4.53%
Average S&P/Moody Rating	AA/Aa2
Average Final Maturity	2.89 yrs
Average Life	2.64 yrs

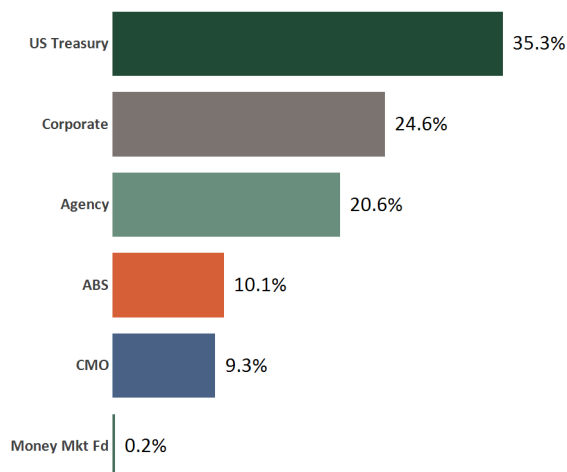
ACCOUNT SUMMARY

	Beg. Values as of 10/31/22	End Values as of 11/30/22
Market Value	24,546,335	24,816,340
Accrued Interest	139,725	187,022
Total Market Value	24,686,059	25,003,362
Income Earned	76,503	64,088
Cont/WD		-2,264
Par	25,689,748	25,704,274
Book Value	24,961,704	24,976,250
Cost Value	24,961,704	24,976,250

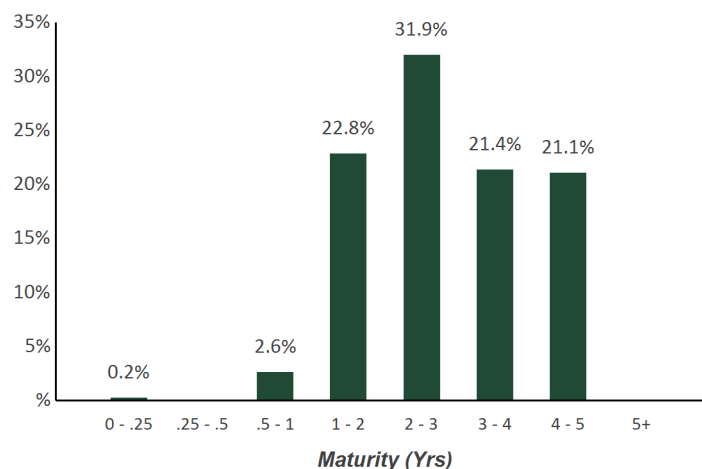
TOP ISSUERS

Government of United States	35.3%
Federal Home Loan Bank	10.3%
Federal Home Loan Mortgage Corp	9.3%
Federal Farm Credit Bank	7.8%
Federal National Mortgage Assoc	2.4%
Bank of America Corp	1.7%
Morgan Stanley	1.7%
JP Morgan Chase & Co	1.7%
Total	70.1%

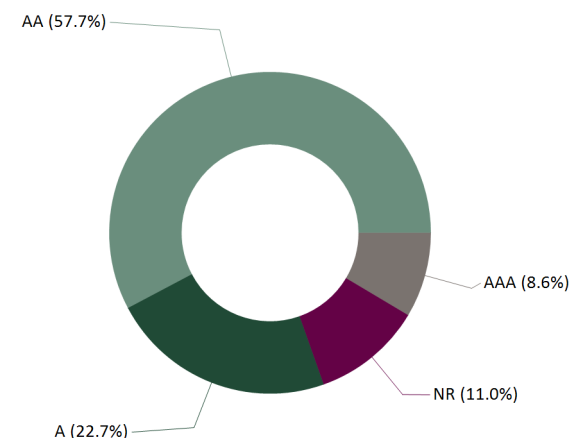
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	1/1/1900
City of Stanton	1.29%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ICE BofA 1-5 Yr US Treasury & Agency Index	1.07%	-0.84%	-5.31%	-5.57%	-3.19%	-0.76%	0.64%	0.70%	N/A

City of Stanton

Account #10991

Holdings Report

As of November 30, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	365,000.00	Various 4.62%	352,692.58 352,692.58	96.60 5.54%	352,599.16 64.89	1.41% (93.42)	NR / AAA AAA	1.96 0.66
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	350,000.00	09/14/2022 4.00%	339,814.45 339,814.45	97.25 5.50%	340,374.27 19.25	1.36% 559.82	Aaa / NR AAA	2.07 0.53
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	350,000.00	09/21/2022 4.36%	345,625.00 345,625.00	97.56 5.00%	341,454.02 471.43	1.37% (4,170.98)	NR / AAA AAA	3.64 1.98
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	350,000.00	09/13/2022 4.13%	342,207.03 342,207.03	96.27 5.22%	336,928.24 455.78	1.35% (5,278.79)	Aaa / AAA NR	3.79 1.66
05522RDD7	Bank of America Credit Card Tr 2021-A1 A1 0.44% Due 9/15/2026	400,000.00	09/22/2022 4.45%	376,187.50 376,187.50	93.73 5.25%	374,935.40 78.22	1.50% (1,252.10)	NR / AAA AAA	3.79 1.33
92348KAL7	Verizon Master Trust 2022-1 A 1.04% Due 1/20/2027	350,000.00	09/14/2022 3.03%	340,607.42 340,607.42	97.33 3.44%	340,643.97 111.22	1.36% 36.55	Aaa / AAA NR	4.14 1.12
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	350,000.00	09/13/2022 4.18%	343,382.81 343,382.81	96.65 4.89%	338,275.74 527.33	1.36% (5,107.07)	NR / AAA AAA	4.46 2.29
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	95,000.00	10/12/2022 5.15%	94,992.63 94,992.63	100.18 5.06%	95,174.71 564.14	0.38% 182.08	Aaa / NR AAA	4.54 2.21
Total ABS		2,610,000.00	4.16%	2,535,509.42 2,535,509.42	4.98%	2,520,385.51 2,292.26	10.09% (15,123.91)	Aaa / AAA AAA	3.45 1.40
AGENCY									
3130AT5B9	FHLB Note 3.375% Due 9/1/2023	650,000.00	09/15/2022 4.02%	646,087.00 646,087.00	98.89 4.89%	642,767.45 5,484.38	2.59% (3,319.55)	Aaa / AA+ NR	0.75 0.73
3130A0F70	FHLB Note 3.375% Due 12/8/2023	650,000.00	09/13/2022 3.90%	645,931.00 645,931.00	98.56 4.84%	640,621.15 10,542.19	2.60% (5,309.85)	Aaa / AA+ AAA	1.02 0.97
3130A0XE5	FHLB Note 3.25% Due 3/8/2024	650,000.00	09/13/2022 3.89%	644,066.70 644,066.70	98.13 4.78%	637,858.66 4,870.49	2.57% (6,208.04)	Aaa / AA+ NR	1.27 1.22
3130ASHK8	FHLB Note 3.125% Due 6/14/2024	650,000.00	09/13/2022 3.85%	642,128.50 642,128.50	97.79 4.63%	635,614.85 9,027.78	2.58% (6,513.65)	Aaa / AA+ NR	1.54 1.46
3133ENJ84	FFCB Note 3.375% Due 8/26/2024	650,000.00	09/13/2022 3.83%	644,540.00 644,540.00	98.01 4.57%	637,094.90 5,789.06	2.57% (7,445.10)	Aaa / AA+ AAA	1.74 1.65



City of Stanton

Account #10991

Holdings Report

As of November 30, 2022

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3133ENP79	FFCB Note 4.25% Due 9/26/2024	650,000.00	09/22/2022 4.25%	649,948.00 649,948.00	99.56 4.50%	647,149.10 4,987.85	2.61% (2,798.90)	Aaa / AA+ NR	1.82 1.72
3133ENP95	FFCB Note 4.25% Due 9/30/2025	650,000.00	09/23/2022 4.31%	648,875.50 648,875.50	99.88 4.30%	649,194.65 4,680.90	2.62% 319.15	Aaa / AA+ NR	2.84 2.63
3135G0Q22	FNMA Note 1.875% Due 9/24/2026	650,000.00	09/14/2022 3.73%	605,208.50 605,208.50	92.44 4.03%	600,860.00 2,268.23	2.41% (4,348.50)	Aaa / AA+ AAA	3.82 3.61
Total Agency		5,200,000.00	3.97%	5,126,785.20 5,126,785.20	4.57%	5,091,160.76 47,650.88	20.55% (35,624.44)	Aaa / AA+ AAA	1.83 1.73
CMO									
3137BHXJ1	FHLMC K045 A2 3.023% Due 1/25/2025	457,070.12	09/16/2022 5.07%	445,321.99 445,321.99	96.45 4.78%	440,851.90 1,151.44	1.77% (4,470.09)	NR / NR AAA	2.16 1.95
3137BMTX4	FHLMC K052 A2 3.151% Due 11/25/2025	250,000.00	09/26/2022 4.89%	238,818.36 238,818.36	96.12 4.60%	240,287.53 656.46	0.96% 1,469.17	NR / NR AAA	2.99 2.62
3137BN6G4	FHLMC K053 2.995% Due 12/25/2025	350,000.00	09/16/2022 4.23%	338,064.45 338,064.45	95.70 4.55%	334,939.61 873.54	1.34% (3,124.84)	NR / NR AAA	3.07 2.72
3137BTUM1	FHLMC K061 A2 3.347% Due 11/25/2026	350,000.00	09/22/2022 4.37%	337,435.55 337,435.55	96.04 4.46%	336,156.63 976.21	1.35% (1,278.92)	NR / NR AAA	3.99 3.49
3137BVZ82	FHLMC K063 3.43% Due 1/25/2027	350,000.00	09/13/2022 3.97%	342,412.11 342,412.11	96.25 4.43%	336,870.31 1,000.42	1.35% (5,541.80)	NR / NR AAA	4.16 3.66
3137F2LJ3	FHLMC K066 A2 3.117% Due 6/25/2027	350,000.00	09/13/2022 3.97%	337,640.63 337,640.63	94.92 4.37%	332,217.09 909.13	1.33% (5,423.54)	NR / NR AAA	4.57 4.04
3137FAWS3	FHLMC K067 A2 3.194% Due 7/25/2027	310,000.00	09/22/2022 4.28%	295,856.25 295,856.25	95.17 4.35%	295,018.82 825.12	1.18% (837.43)	Aaa / NR NR	4.65 4.17
Total CMO		2,417,070.12	4.41%	2,335,549.34 2,335,549.34	4.52%	2,316,341.89 6,392.32	9.29% (19,207.45)	Aaa / NR AAA	3.60 3.19
CORPORATE									
89115A2J0	Toronto-Dominion Bank Note 4.285% Due 9/13/2024	200,000.00	09/15/2022 4.57%	198,938.00 198,938.00	98.72 5.04%	197,435.40 1,809.22	0.80% (1,502.60)	A1 / A AA-	1.79 1.68
12572QAG0	CME Group Inc. Callable Note Cont 12/15/2024 3% Due 3/15/2025	250,000.00	09/16/2022 4.26%	242,670.00 242,670.00	96.76 4.50%	241,906.25 1,583.33	0.97% (763.75)	Aa3 / AA- AA-	2.29 2.17



City of Stanton

Account #10991

Holdings Report

As of November 30, 2022

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
808513BB0	Charles Schwab Corp Callable Note Cont 2/24/2025 4.2% Due 3/24/2025	250,000.00	09/16/2022 4.36%	249,015.00 249,015.00	99.23 4.54%	248,085.50 1,983.33	1.00% (929.50)	A2 / A A	2.32 2.20
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	200,000.00	09/16/2022 4.49%	194,656.00 194,656.00	96.82 4.81%	193,636.40 881.25	0.78% (1,019.60)	A1 / A AA-	2.37 2.24
756109AV6	Realty Income Corp Callable Not Cont 2/15/2025 3.875% Due 4/15/2025	250,000.00	09/13/2022 4.47%	246,425.00 246,425.00	97.88 4.83%	244,704.25 1,237.85	0.98% (1,720.75)	A3 / A- NR	2.38 2.23
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	125,000.00	09/21/2022 4.39%	121,940.00 121,940.00	97.44 4.51%	121,800.75 212.50	0.49% (139.25)	A2 / A A	2.45 2.32
06368D3S1	Bank of Montreal Note 3.7% Due 6/7/2025	350,000.00	09/13/2022 4.50%	342,912.50 342,912.50	97.44 4.79%	341,035.45 6,259.17	1.39% (1,877.05)	A2 / A- AA-	2.52 2.33
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	250,000.00	09/19/2022 4.42%	243,805.00 243,805.00	96.41 4.97%	241,024.00 4,959.38	0.98% (2,781.00)	A2 / A- A	2.54 2.35
91324PCP5	United Health Group Inc Note 3.75% Due 7/15/2025	125,000.00	09/21/2022 4.36%	122,981.25 122,981.25	98.19 4.49%	122,732.13 1,770.83	0.50% (249.12)	A3 / A+ A	2.62 2.43
89236TKF1	Toyota Motor Credit Corp Note 3.65% Due 8/18/2025	350,000.00	09/13/2022 4.23%	344,498.00 344,498.00	97.44 4.66%	341,032.65 3,655.07	1.38% (3,465.35)	A1 / A+ A+	2.72 2.52
24422EWJ4	John Deere Capital Corp Note 4.05% Due 9/8/2025	125,000.00	09/21/2022 4.36%	123,933.75 123,933.75	98.87 4.49%	123,588.38 1,167.19	0.50% (345.37)	A2 / A A	2.78 2.57
69371RS23	Paccar Financial Corp Note 4.95% Due 10/3/2025	250,000.00	09/27/2022 4.95%	250,020.00 250,020.00	100.76 4.66%	251,899.25 1,993.75	1.02% 1,879.25	A1 / A+ NR	2.84 2.61
46647PCZ7	JP Morgan Chase & Co Callable Note Cont 4/26/2025 4.08% Due 4/26/2026	200,000.00	09/13/2022 4.99%	195,980.00 195,980.00	97.48 5.21%	194,958.80 793.33	0.78% (1,021.20)	A1 / A- AA-	3.41 2.25
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	200,000.00	09/13/2022 5.00%	199,302.00 199,302.00	98.86 5.14%	197,724.60 3,405.27	0.80% (1,577.40)	A1 / A- A+	3.63 2.40
06051GLA5	Bank of America Corp Callable Note Cont 7/22/2025 4.827% Due 7/22/2026	200,000.00	09/13/2022 5.13%	199,336.00 199,336.00	98.69 5.36%	197,388.80 3,459.35	0.80% (1,947.20)	A2 / A- AA-	3.64 2.41
06406RBJ5	Bank of NY Mellon Corp Callable Note 1X 7/24/2025 4.414% Due 7/24/2026	350,000.00	Various 4.74%	348,501.00 348,501.00	98.59 4.99%	345,055.20 5,364.24	1.40% (3,445.80)	A1 / A AA-	3.65 2.43



City of Stanton

Account #10991

Holdings Report

As of November 30, 2022

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
74340XBK6	Prologis LP Callable Note Cont 7/1/2026 3.25% Due 10/1/2026	250,000.00	09/14/2022 4.30%	240,397.50 240,397.50	94.44 4.86%	236,093.75 1,354.17	0.95% (4,303.75)	A3 / A NR	3.84 3.53
26442CAS3	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	250,000.00	09/16/2022 4.31%	237,035.00 237,035.00	95.21 4.26%	238,021.00 3,687.50	0.97% 986.00	Aa3 / A NR	4.01 3.66
46647PCB0	JP Morgan Chase & Co Callable Note Cont 4/22/2026 1.578% Due 4/22/2027	250,000.00	09/15/2022 5.04%	221,377.50 221,377.50	88.29 5.27%	220,725.50 427.38	0.88% (652.00)	A1 / A- AA-	4.39 4.12
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	250,000.00	09/13/2022 4.21%	244,607.50 244,607.50	96.93 4.47%	242,315.75 411.11	0.97% (2,291.75)	A3 / A+ A	4.46 4.05
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	200,000.00	09/13/2022 4.73%	194,794.00 194,794.00	96.56 4.97%	193,128.40 3,948.24	0.79% (1,665.60)	A1 / A NR	4.52 3.98
61747YEC5	Morgan Stanley Callable Note Cont 7/20/2026 1.512% Due 7/20/2027	250,000.00	09/15/2022 5.01%	219,305.00 219,305.00	87.01 5.35%	217,529.50 1,375.50	0.88% (1,775.50)	A1 / A- A+	4.64 4.33
06051GJS9	Bank of America Corp Callable Note Cont 6/21/2027 1.734% Due 7/22/2027	250,000.00	09/15/2022 5.18%	219,722.50 219,722.50	87.62 5.39%	219,056.25 1,553.38	0.88% (666.25)	A2 / A- AA-	4.64 4.31
78016FZS6	Royal Bank of Canada Note 4.24% Due 8/3/2027	200,000.00	09/13/2022 4.73%	195,794.00 195,794.00	96.90 4.99%	193,804.80 2,897.33	0.79% (1,989.20)	A1 / A AA-	4.68 4.12
14913R3A3	Caterpillar Financial Service Note 3.6% Due 8/12/2027	250,000.00	09/13/2022 4.27%	242,635.00 242,635.00	96.15 4.52%	240,368.75 2,725.00	0.97% (2,266.25)	A2 / A A	4.70 4.22
023135BC9	Amazon.com Inc Callable Note Cont 5/22/2027 3.15% Due 8/22/2027	250,000.00	09/14/2022 4.17%	238,730.00 238,730.00	95.03 4.32%	237,583.50 2,165.63	0.96% (1,146.50)	A1 / AA AA-	4.73 4.29
24422EWK1	John Deere Capital Corp Note 4.15% Due 9/15/2027	250,000.00	09/13/2022 4.29%	248,480.00 248,480.00	98.14 4.59%	245,350.25 2,392.01	0.99% (3,129.75)	A2 / A A	4.79 4.25
Total Corporate		6,325,000.00	4.56%	6,127,791.50 6,127,791.50	4.81%	6,087,985.26 63,472.31	24.60% (39,806.24)	A1 / A A+	3.47 3.04



City of Stanton

Account #10991

Holdings Report

As of November 30, 2022

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND									
31846V203	First American Govt Obligation Fund Class Y	52,204.15	Various 3.35%	52,204.15 52,204.15	1.00 3.35%	52,204.15 0.00	0.21% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		52,204.15	3.35%	52,204.15 52,204.15	3.35%	52,204.15 0.00	0.21% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828B66	US Treasury Note 2.75% Due 2/15/2024	650,000.00	09/26/2022 4.31%	636,517.58 636,517.58	97.78 4.65%	635,577.80 5,245.92	2.56% (939.78)	Aaa / AA+ AAA	1.21 1.16
91282CEX5	US Treasury Note 3% Due 6/30/2024	650,000.00	09/15/2022 3.91%	639,818.36 639,818.36	97.64 4.56%	634,663.90 8,160.33	2.57% (5,154.46)	Aaa / AA+ AAA	1.58 1.51
91282CFG1	US Treasury Note 3.25% Due 8/31/2024	650,000.00	09/21/2022 4.00%	640,935.55 640,935.55	97.98 4.46%	636,873.25 5,368.78	2.57% (4,062.30)	Aaa / AA+ AAA	1.75 1.66
9128283P3	US Treasury Note 2.25% Due 12/31/2024	650,000.00	09/15/2022 3.85%	627,351.56 627,351.56	95.89 4.33%	623,263.55 6,120.24	2.52% (4,088.01)	Aaa / AA+ AAA	2.09 1.98
9128284F4	US Treasury Note 2.625% Due 3/31/2025	650,000.00	09/14/2022 3.80%	631,667.97 631,667.97	96.59 4.18%	627,808.35 2,906.25	2.52% (3,859.62)	Aaa / AA+ AAA	2.33 2.22
9128284M9	US Treasury Note 2.875% Due 4/30/2025	650,000.00	09/22/2022 4.15%	629,789.06 629,789.06	96.89 4.24%	629,814.25 1,600.31	2.53% 25.19	Aaa / AA+ AAA	2.42 2.30
91282CEU1	US Treasury Note 2.875% Due 6/15/2025	650,000.00	09/15/2022 3.89%	632,962.89 632,962.89	96.91 4.17%	629,890.30 8,628.93	2.55% (3,072.59)	Aaa / AA+ AAA	2.54 2.38
91282CFE6	US Treasury Note 3.125% Due 8/15/2025	650,000.00	09/13/2022 3.75%	638,802.74 638,802.74	97.41 4.14%	633,166.30 5,961.28	2.56% (5,636.44)	Aaa / AA+ AAA	2.71 2.54
91282CFK2	US Treasury Note 3.5% Due 9/15/2025	650,000.00	09/19/2022 3.90%	642,712.89 642,712.89	98.39 4.11%	639,538.90 4,839.09	2.58% (3,173.99)	Aaa / AA+ AAA	2.79 2.61
9128286L9	US Treasury Note 2.25% Due 3/31/2026	650,000.00	09/14/2022 3.75%	617,880.86 617,880.86	94.55 4.01%	614,580.20 2,491.07	2.47% (3,300.66)	Aaa / AA+ AAA	3.33 3.15
9128287B0	US Treasury Note 1.875% Due 6/30/2026	650,000.00	09/15/2022 3.78%	606,632.81 606,632.81	93.02 3.98%	604,626.75 5,100.20	2.44% (2,006.06)	Aaa / AA+ AAA	3.58 3.38
9128282A7	US Treasury Note 1.5% Due 8/15/2026	650,000.00	09/13/2022 3.72%	597,923.83 597,923.83	91.46 4.00%	594,495.85 2,861.41	2.39% (3,427.98)	Aaa / AA+ AAA	3.71 3.53

City of Stanton

Account #10991

Holdings Report

As of November 30, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CEF4	US Treasury Note 2.5% Due 3/31/2027	650,000.00	09/14/2022 3.66%	618,591.80 618,591.80	94.43 3.91%	613,818.40 2,767.86	2.47% (4,773.40)	Aaa / AA+ AAA	4.33 4.03
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	650,000.00	09/13/2022 3.57%	636,822.26 636,822.26	96.95 3.83%	630,144.45 5,162.29	2.54% (6,677.81)	Aaa / AA+ AAA	4.75 4.33
Total US Treasury		9,100,000.00	3.86%	8,798,410.16 8,798,410.16	4.19%	8,748,262.25 67,213.96	35.26% (50,147.91)	Aaa / AA+ AAA	2.78 2.62
				24,976,249.77		24,816,339.82	100.00%	Aa2 / AA	2.89
TOTAL PORTFOLIO		25,704,274.27	4.14%	24,976,249.77	4.53%	187,021.73	(159,909.95)	AAA	2.46
TOTAL MARKET VALUE PLUS ACCRUED						25,003,361.55			

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chairman and Members of the Successor Agency

DATE: January 10, 2023

SUBJECT: NOVEMBER 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of November 30, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

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 November 2022.

BACKGROUND:

The attached reports summarize the Successor Agency's investment and deposit balances as of November 2022. During the month of October 2022, the Successor Agency's total cash and investment balances decreased by \$8,318. The Successor Agency's cash and investment balances by fund are presented in Attachment A. The Successor Agency's investments and deposits by financial institution are included as Attachment B.

ANALYSIS:

The Successor Agency's share of 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 November 2022 was 2.01%.

The Successor Agency's investments are shown on Attachment B and have a weighted investment yield of 2.01%, which is equal to the benchmark LAIF return of 2.01%, as the entire portfolio (excluding funds held with the bond fiscal agents) represents the Successor Agency's portion of LAIF and Bank of the West funds invested by the City.

With a completely liquid portfolio, the weighted average maturity of the Successor Agency's investments on November 30, 2022, was 1 day. LAIF's average maturity on November 30, 2022, was approximately 298 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2022-23 Investment Policy.

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

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

Prepared by: Michelle Bannigan, Finance Director
Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
 CASH AND INVESTMENTS REPORT
 MONTH ENDED NOVEMBER 30, 2022**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-POOLED</u>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 1,376,536.39	\$ -	\$ (8,333.33)	\$ 1,368,203.06
	Total Cash-Pooled ⁽¹⁾	\$ 1,376,536.39	\$ -	\$ (8,333.33)	\$ 1,368,203.06
<u>CASH-RESTRICTED (with Fiscal Agent)</u>					
712-111423	2016 Tax Allocation Bonds, Series A and B	\$ 1,359,756.04	\$ 5.77	\$ -	\$ 1,359,761.81
712-111425	2016 Tax Allocation Bonds, Series C and D	1,836,155.69	7.55	-	1,836,163.24
712-111426	2020 Tax Allocation Refunding Bonds, Series A	513,421.55	2.18	-	513,423.73
	Total Cash-Restricted (with Fiscal Agent)	\$ 3,709,333.28	\$ 15.50	\$ -	\$ 3,709,348.78
	TOTAL CASH AND INVESTMENTS	\$ 5,085,869.67	\$ 15.50	\$ (8,333.33)	\$ 5,077,551.84

Note:

⁽¹⁾ - Includes the Successor Agency's share of the City's Bank of the West checking account and Local Agency Investment Fund (LAIF).

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**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
MONTH ENDED NOVEMBER 30, 2022**

Investment Type	Institution	Issuer/ Broker		Date of Maturity	Interest Rate			Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BOW	State of California		On Demand	2.01%	N/A		\$ 1,368,203	\$ 1,368,203	LAIF

Total Cash Investments and Deposits

1	2.01%
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\$ 1,368,203	\$ 1,368,203
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Weighted Average/eighted Average

Bond Funds Held by Trustees:

Maturity (days) Yield

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:										
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 32	\$ 32	\$ 32	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	631,131	631,131	631,131	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1,205,000	1,205,000	1,205,000	US Bank

Total 2016 Series A and B

\$ 1,836,163 \$ 1,836,163

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:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 24	\$ 24	\$ 24	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	289,738	289,738	289,738	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1,070,000	1,070,000	1,070,000	US Bank

Total 2016 Series C and D

\$ 1,359,762 \$ 1,359,762

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2020 Tax Allocation Refunding Bonds										
Special Fund:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 24	\$ 24	\$ 24	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	153,400	153,400	153,400	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	360,000	360,000	360,000	US Bank

Total 2020 Tax Allocation Bonds (Tax-Exempt)

\$ 513,424 \$ 513,424

Total Bond Fund Investments and Deposits (3)

\$ 3,709,349 \$ 3,709,349

TOTAL - ALL CASH AND INVESTMENTS

\$5,077,552 \$5,077,552

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.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 10, 2023

SUBJECT: NOVEMBER 2022 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

REPORT IN BRIEF:

The Revenue and Expenditure Report for the month ended November 30, 2022, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of November 30, 2022.

RECOMMENDED ACTIONS:

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 General Fund and Housing Authority Fund's November 2022 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended November 30, 2022.

ANALYSIS:

General Fund Revenue and Expenditure Reports

Attachments A and B summarize the General Fund's revenue and expenditure activity through November 30, 2022. The reports include information for the month of November, on a year-to-date basis through November, the current fiscal year's budgeted balance and the year-to-date as a percentage of the budget. In addition, for comparison purposes, the year-to-date amount, final amount, and a percentage of final for the previous fiscal year (through November) is included as well.

As of November 30, total General Fund revenues received to date were approximately \$6.0 million, which represents 20% of the Fiscal Year 2022/23 budgeted amount and is approximately \$966,602 (14%) lower than the revenues recognized for the same period last year (Attachment A, page 2). The majority of the decrease is attributed to the reimbursement from the Housing Authority received in Fiscal Year 2021/22 for the purchase of 11870 Beach Boulevard (\$890,000).

Total General Fund expenditures were approximately \$11.5 million through November 30, which represents 39% of the 2022/23 projected expenditures and is approximately \$2.1 million (23%) higher than the expenditures incurred for the same period last year (Attachment B, page 2). The three divisions with the largest increases in costs compared to the same period for the previous fiscal year were: the Law Enforcement Division (#2100); the Fire Protection Division (#2200); and the Public Facilities Division (#3200). The Law Enforcement Division's expenditures are \$347,845 (7%) higher through November 2022 compared to actual costs through November 2021, which is consistent with the City's 7% increase in law enforcement contract costs for the current fiscal year. Fire Protection Division expenditures were \$1.3 million higher through November 2022, compared to the previous fiscal year due to the timing difference of when the City paid its second quarterly contract payment for the fiscal year. The actual expenditures in Fiscal Year 2022/23 through November reflect two quarterly payments to the Orange County Fire Authority (OCFA) whereas the actual Fiscal Year 2021/22 expenditures in the previous fiscal year for the same period only reflect one quarterly contract payment to OCFA. Public Facilities Division expenditures are \$223,011 (141%) higher than the same period in Fiscal Year 2021/22 due to the purchase of a new skip loader during Fiscal Year 2022/23.

Per Attachment C, the City's General Fund reserves and available fund balance ("discretionary fund balance") is expected to be \$26.0 million by June 30, 2023 as shown in the table below:

	Estimated Balance at 6/30/2023
Reserves set aside per City Resolution No. 2022-34	\$ 13,900,000
Committed Developer Contributions	1,476,296
Undesignated Fund Balance	<u>10,573,836</u>
Total Discretionary Fund Balance	<u>\$ 25,950,132</u>

Housing Authority Revenue and Expenditure Reports

Attachment D summarizes the Housing Authority Fund's revenue and expenditure activity through November 30, 2022. The report includes information for the activity during the month of November, information on a year-to-date basis through November, the current fiscal year's budgeted balance and the year-to-date as a percentage of the budget. In addition, for comparison purposes, the year-to-date amount, final amount, and a percentage of final for the previous fiscal year (through November) is included as well.

As of November 30, total Housing Authority Fund revenues received to date was \$366,186, which represents 62% of the Fiscal Year 2022/23 budgeted amount and is \$365,598 (50%) less than the revenue collected through the same period last year. During Fiscal Year 2021/22, the Housing Authority received \$606,902 for the sale of the property located at 7455 Katella Avenue. Total Housing Authority Fund expenditures were \$2.9 million through November 30, which represents 75% of the 2022/23 estimated expenditures and is \$1.5 million (104%) higher than the expenditures incurred for the same period last year. In November 2022, the Housing Authority paid \$2.5 million to assist Jamboree Housing with the acquisition of the Riviera Motel for a permanent supportive housing project.

Per Attachment E, the City's Housing Authority Fund's available fund balance is expected to be \$9.1 million by June 30, 2023.

Status of Capital Improvement Projects (CIP) (Attachment F)

The Fiscal Year 2022/23 CIP budget includes \$4.5 million from the Fiscal Year 2022/23 Adopted Budget; \$11.3 million in carryover funding from Fiscal Year 2021/22, and additional appropriations approved by City Council since July 1, 2022, totaling \$746,196, for a total amended budget of \$16.6 million as of November 30, 2022. As of November 30, capital project expenditures totaled \$2.1 million (12% of the amended budget) with an additional \$1.7 million (10% of the amended budget) under contract (encumbered) for work currently underway, for a total amount spent or encumbered to date of \$3.8 million (22% of the amended budget) as of November 30, 2022.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. November 2022 General Fund Revenues
- B. November 2022 General Fund Expenditures
- C. General Fund Reserve Balances
- D. November 2022 Housing Authority Revenue and Expenditures
- E. Housing Authority Reserve Balance
- F. Status of Capital Improvement Projects as of November 30, 2022

CITY OF STANTON
November 2022 General Fund Revenues (42% of year)

	FY 2022/23	FY 2022/23	FY 2022/23				%
	Adopted	Amended	Activity	Year To Date	Percent of	FY 2021/22	Change
	Budget	Budget	During	Actual *	Budget	Actual*	From
			November				Prior Year
TAXES							
Property Tax	\$ 7,983,200	\$ 7,983,200	\$ 151,818	\$ 201,115	2.52%	\$ 269,418	-25.35%
Sales and Use Tax	5,232,000	5,232,000	506,189	1,387,435	26.52%	1,379,843	0.55%
Transactions and Use Tax	5,805,000	5,805,000	565,456	1,542,023	26.56%	1,505,850	2.40%
Transient Occupancy Tax	610,000	610,000	59,479	255,206	41.84%	241,676	5.60%
Franchise Fees	1,177,000	1,177,000	63,612	304,743	25.89%	242,293	25.77%
Business Licenses	158,000	158,000	18,679	26,156	16.55%	47,966	-45.47%
Utility Users Tax	1,961,000	1,961,000	207,974	857,875	43.75%	733,941	16.89%
Cannabis Tax	620,000	620,000	-	-	0.00%	-	**
Tax Increment Pass-thru Payment	429,450	429,450	-	-	0.00%	-	**
TAXES-TOTAL	23,975,650	23,975,650	1,573,207	4,574,553	19.08%	4,420,987	3.47%
INTERGOVERNMENTAL							
County WDA Shared Revenue	100,000	100,000	-	-	0.00%	101,376	-100.00%
Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	**
Motor Vehicle In Lieu	30,000	30,000	-	-	0.00%	-	**
Public Safety Augmentation Tax	193,000	193,000	15,873	57,164	29.62%	53,337	7.18%
Federal Grants	-	-	-	8,708	**	-	100.00%
Other Grants	4,200	4,200	389	2,556	60.86%	73,611	-96.53%
INTERGOVERNMENTAL-TOTAL	357,200	357,200	16,262	68,428	19.16%	228,324	-70.03%
CHARGES FOR SERVICES							
Charges for Services	256,425	256,425	17,887	90,293	35.21%	40,569	122.57%
Information Technology Charges	37,605	37,605	3,134	15,669	41.67%	12,644	23.92%
CHARGES FOR SERVICES-TOTAL	294,030	294,030	21,021	105,962	36.04%	53,213	99.13%
FEES AND PERMITS							
Solid Waste Impact Fees	1,175,000	1,175,000	96,591	385,627	32.82%	376,478	2.43%
Building Permits and Fees	1,205,000	1,205,000	61,064	279,155	23.17%	396,621	-29.62%
Planning Permits and Fees	104,250	104,250	3,023	34,637	33.22%	36,083	-4.01%
Engineering Permits and Fees	91,000	91,000	6,520	51,591	56.69%	39,506	30.59%
Recycling Fees	90,500	90,500	20,205	20,205	22.33%	19,525	3.48%
Other Permits and Fees	225,900	226,400	24,988	69,058	30.50%	82,596	-16.39%
Community Services Fees	45,700	45,700	4,973	31,819	69.63%	34,402	-7.51%
FEES AND PERMITS -TOTAL	2,937,350	2,937,850	217,364	872,092	29.68%	985,211	-11.48%

CITY OF STANTON
November 2022 General Fund Revenues (42% of year)

	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		Percent of Budget	FY 2021/22 Actual*	% Change From Prior Year
			Activity During November	Year To Date Actual *			
FINES AND FORFEITURES							
General Fines	700	700	194	369	52.71%	18,114	-97.96%
Motor Vehicle Fines	45,000	45,000	1,955	13,664	30.36%	18,774	-27.22%
Parking Citations	225,000	225,000	19,729	64,240	28.55%	96,442	-33.39%
DMV Parking Collections	71,000	71,000	7,137	25,505	35.92%	23,337	9.29%
Administrative Citation	10,000	10,000	657	4,589	45.89%	2,560	79.26%
FINES AND FORFEITURES-TOTAL	351,700	351,700	29,672	108,367	30.81%	159,227	-31.94%
USE OF MONEY AND PROPERTY							
Investment Earnings	217,000	217,000	-	82,834	38.17%	44,692	85.34%
Unrealized Gains (Losses)	-	-	329,129	(137,546)	**	(130,833)	5.13%
Interest on Loan to Landscape District Fund	11,020	11,020	-	2,880	26.13%	7,255	-60.30%
Rental Income	93,335	93,335	5,100	88,523	94.84%	20,986	321.82%
USE OF MONEY AND PROPERTY-TOTAL	321,355	321,355	334,229	36,691	11.42%	(57,900)	-163.37%
MISCELLANEOUS REVENUE							
Miscellaneous Revenue	163,935	165,435	1,946	7,220	4.36%	44,327	-83.71%
MISCELLANEOUS REVENUE-TOTAL	163,935	165,435	1,946	7,220	4.36%	44,327	-83.71%
TRANSFERS IN							
From Gas Tax Fund	205,000	205,000	17,083	85,417	41.67%	85,417	0.00%
From Protective Services Fund	382,000	382,000	41,254	48,984	12.82%	65,510	-25.23%
From Supplemental Law Enforcement Grants Fund	150,000	150,000	12,500	62,500	41.67%	62,500	0.00%
From Housing Authority Fund	-	-	-	-	**	890,000	-100.00%
TRANSFERS IN-TOTAL	737,000	737,000	70,837	196,901	26.72%	1,103,427	-82.16%
TOTAL REVENUES AND TRANSFERS IN	\$ 29,138,220	\$ 29,140,220	\$ 2,264,538	\$ 5,970,214	20.49%	\$ 6,936,816	-13.93%

* = Actual data is reported through November.

TAXES
November 2022 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year To Date Actual *			
101	General Fund			November				
430100	Current Year-Secured	\$ 1,178,100	\$ 1,178,100	\$ 132,177	\$ 132,177	11.22%	\$ 188,911	-30.03%
430105	Current Year-Unsecured	30,000	30,000	-	15,999	53.33%	18,532	-13.67%
430115	Property Tax-Supplemental	20,000	20,000	3,943	11,687	58.44%	4,038	189.43%
430120	Residual Redevelopment Property Tax	1,356,600	1,356,600	-	-	0.00%	-	**
430121	In-Lieu Vehicle License Fee	5,258,500	5,258,500	-	-	0.00%	-	**
430135	Homeowners Tax Relief	1,000	1,000	-	-	0.00%	-	**
430140	Property Transfer Tax	139,000	139,000	15,698	41,252	29.68%	57,937	-28.80%
430200	Sales And Use Tax	5,232,000	5,232,000	506,189	1,387,435	26.52%	1,379,843	0.55%
430300	Transient Occupancy Tax	610,000	610,000	59,479	255,206	41.84%	241,676	5.60%
430405	Franchise Tax/Cable TV	200,000	200,000	-	90,430	45.22%	51,718	74.85%
430410	Franchise Tax/Electric	244,000	244,000	-	-	0.00%	-	**
430415	Franchise Tax/Gas	75,000	75,000	-	-	0.00%	-	**
430420	Franchise Tax/Refuse	570,000	570,000	63,612	214,313	37.60%	190,575	12.46%
430425	Franchise Tax/Water	88,000	88,000	-	-	0.00%	-	**
430500	Business License Tax	158,000	158,000	18,679	26,156	16.55%	47,966	-45.47%
430600	Util User Tax/Electricity	970,000	970,000	146,590	562,559	58.00%	449,349	25.19%
430605	Util User Tax/Telephone	271,000	271,000	15,848	66,722	24.62%	67,870	-1.69%
430610	Util User Tax/Gas	295,000	295,000	24,877	83,330	28.25%	58,859	41.58%
430615	Util User Tax/Water	425,000	425,000	20,659	145,264	34.18%	157,863	-7.98%
430700	Cannabis Tax	620,000	620,000	-	-	0.00%	-	**
440100	AB 1389 Pass Through from RDA	429,450	429,450	-	-	0.00%	-	**
101	General Fund	18,170,650	18,170,650	1,007,751	3,032,530	16.69%	2,915,137	4.03%
102	General Fund (Transactions & Use Tax)							
430250	Transactions & Use Tax	5,805,000	5,805,000	565,456	1,542,023	26.56%	1,505,850	2.40%
102	General Fund (Transactions & Use Tax)	5,805,000	5,805,000	565,456	1,542,023	26.56%	1,505,850	2.40%
TAXES - TOTAL		\$ 23,975,650	\$ 23,975,650	\$ 1,573,207	\$ 4,574,553	19.08%	\$ 4,420,987	3.47%

* = Actual data is reported through November.

CHARGES FOR SERVICES
November 2022 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2022/23		FY 2022/23		FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During November	Year To Date Actual *			
101	General Fund					November				
433100	Charges For Services	\$ 256,425		\$ 256,425		\$ 17,887	\$ 90,293	35.21%	\$ 40,569	122.57%
433136	Information Technology Charges	37,605		37,605		3,134	15,669	41.67%	12,644	23.92%
CHARGES FOR SERVICES - TOTAL		\$ 294,030		\$ 294,030		\$ 21,021	\$ 105,962	36.04%	\$ 53,213	99.13%

* = Actual data is reported through November.

INTERGOVERNMENTAL
November 2022 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year To Date Actual *			
101	General Fund			November				
432121	County WDA Shared Revenue	\$ 100,000	\$ 100,000	\$ -	\$ -	0.00%	\$ 101,376	-100.00%
432135	Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	**
432150	Motor Vehicle In Lieu	30,000	30,000	-	-	0.00%	-	**
432180	Public Safety Augmentation Tax	193,000	193,000	15,873	57,164	29.62%	53,337	7.18%
432256	Other Grants	4,200	4,200	389	2,556	60.86%	73,611	-96.53%
432270	Federal Grants	-	-	-	8,708	**	-	100.00%
INTERGOVERNMENTAL - TOTAL		\$ 357,200	\$ 357,200	\$ 16,262	\$ 68,428	19.16%	\$ 228,324	-70.03%

* = Actual data is reported through November.

FEES AND PERMITS
November 2022 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year To Date Actual *			
101	General Fund			November				
431100	Building Plan Check Fees	\$ 175,000	\$ 175,000	\$ 13,674	\$ 54,768	31.30%	\$ 92,390	-40.72%
431105	Mechanical Permits	100,000	100,000	9,460	26,003	26.00%	33,450	-22.26%
431110	Building Permits	750,000	750,000	17,219	123,793	16.51%	211,528	-41.48%
431115	Plumbing Permits	80,000	80,000	7,165	22,660	28.33%	17,265	31.25%
431120	Electrical Permits	100,000	100,000	13,546	51,931	51.93%	41,988	23.68%
431130	Engineering Plan Check Fees	51,000	51,000	1,215	11,740	23.02%	15,495	-24.23%
431135	Public Works Permits	40,000	40,000	5,305	39,851	99.63%	24,011	65.97%
431140	S M I P - Commercial Fees	400	400	-	3	0.75%	6	-50.00%
431145	S M I P-Residential Permits	500	500	-	12	2.40%	8	50.00%
431146	SB 1473 Fee	2,500	2,500	197	318	12.72%	387	-17.83%
431160	Solid Waste Impact Fees	1,175,000	1,175,000	96,591	385,627	32.82%	376,478	2.43%
431180	P/W Inspections	-	-	2,498	8,430	**	-	100.00%
431185	Parking Permits	10,000	10,000	450	4,566	45.66%	5,407	-15.55%
431190	Towing Franchise Fee	25,000	25,000	1,800	11,340	45.36%	10,980	3.28%
431195	Other Fees & Permits	15,000	15,500	1,225	10,710	69.10%	11,000	-2.64%
431201	Cannabis Business Renewal Permit Fee	10,000	10,000	-	-	0.00%	-	**
433200	Conditional Use Permit	7,000	7,000	-	2,160	30.86%	9,940	-78.27%
433205	Precise Plan Of Design	15,000	15,000	-	13,310	88.73%	1,050	1167.62%
433220	Preliminary Plan Review	8,000	8,000	-	-	0.00%	7,500	-100.00%
433225	Environmental Services	4,400	4,400	-	525	11.93%	430	22.09%
433227	Foreclosure Registration	10,850	10,850	563	2,252	20.76%	2,252	0.00%
433230	Zoning Entitlements	5,000	5,000	-	-	0.00%	-	**
433235	Land Divisions	10,000	10,000	-	2,500	25.00%	2,500	0.00%
433240	Special Event Permits	500	500	-	540	108.00%	180	200.00%
433245	Sign/Ban'R/Gar Sa/Temp Use Per	6,000	6,000	730	1,705	28.42%	3,370	-49.41%
433250	Ministerial Services	12,000	12,000	1,520	5,760	48.00%	6,275	-8.21%
433260	Landscape Plan Check	1,000	1,000	-	1,300	130.00%	975	33.33%
433270	General Plan Maint Surcharge	15,000	15,000	210	2,940	19.60%	1,402	109.70%
433285	Other Developmental Fees	5,000	5,000	-	2,185	43.70%	389	461.70%
433305	General Recreation Programs	24,000	24,000	2,370	22,479	93.66%	19,662	14.33%

FEES AND PERMITS
November 2022 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year To Date Actual *			
101	General Fund			November				
433315	Sports Fields	21,700	21,700	2,603	9,340	43.04%	14,740	-36.64%
437115	Recycling Fees	90,500	90,500	20,205	20,205	22.33%	19,525	3.48%
430505	New/Moved Bus Lic Appl Rev	37,000	37,000	2,500	13,050	35.27%	14,350	-9.06%
430510	Business Tax Renewal Process	128,000	128,000	15,018	18,148	14.18%	37,400	-51.48%
430515	SB 1186	2,000	2,000	1,300	1,941	97.05%	2,878	-32.56%
FEES AND PERMITS - TOTAL		\$ 2,937,350	\$ 2,937,850	\$ 217,364	\$ 872,092	29.68%	\$ 985,211	-11.48%

* = Actual data is reported through November.

FINES AND FORFEITURES
November 2022 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2022/23	FY 2022/23	FY 2022/23		% of Budget	FY 2021/22	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During November	Year To Date Actual *		Actual*	
101	General Fund			November				
434100	General Fines	\$ 700	\$ 700	\$ 194	\$ 369	52.71%	\$ 18,114	-97.96%
434105	Motor Vehicle Fines	45,000	45,000	1,955	13,664	30.36%	18,774	-27.22%
434110	Parking Citations	225,000	225,000	19,729	64,240	28.55%	96,442	-33.39%
434115	DMV Parking Collections	71,000	71,000	7,137	25,505	35.92%	23,337	9.29%
434120	Administrative Citations	10,000	10,000	657	4,589	45.89%	2,560	79.26%
FINES AND FORFEITURES - TOTAL		\$ 351,700	\$ 351,700	\$ 29,672	\$ 108,367	30.81%	\$ 159,227	-31.94%

* = Actual data is reported through November.

USE OF MONEY AND PROPERTY
November 2022 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year To Date Actual *			
101	General Fund			November				
435100	Interest Earned	\$ 217,000	\$ 217,000	\$ -	\$ 82,834	38.17%	\$ 44,692	-85.34%
435110	Unrealized Gains (Losses)	-	-	329,129	(137,546)	**	(130,833)	-5.13%
435200	Interest on Loan to Landscape District Fund	11,020	11,020	-	2,880	26.13%	7,255	60.30%
436125	Indoor Facility Rental	55,000	55,000	4,370	65,557	119.19%	960	-6728.85%
436127	Picnic Shelters	16,450	16,450	730	13,838	84.12%	11,305	-22.41%
436135	Pac Bell Mobile Svcs-Rent	21,885	21,885	-	9,128	41.71%	8,721	-4.67%
USE OF MONEY AND PROPERTY - TOTAL		\$ 321,355	\$ 321,355	\$ 334,229	\$ 36,691	11.42%	\$ (57,900)	163.37%

* = Actual data is reported through November.

MISCELLANEOUS REVENUE
November 2022 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year To Date Actual *			
101	General Fund			November				
437100	Sale Of Publications	\$ -	\$ -	\$ -	\$ (58)	**	\$ 121	-147.93%
437105	Firework Services	475	475	-	-	0.00%	-	**
437110	Candidate Statements	-	-	-	1,508	**	-	100.00%
437125	Donations	-	1,500	1,500	3,000	200.00%	800	275.00%
437135	Expense Reimbursement	-	-	-	69	**	39,292	-99.82%
437137	Loan Repayment from Landscape Maintenance District	133,460	133,460	-	-	0.00%	-	**
437195	Other Revenue	30,000	30,000	446	2,701	9.00%	4,114	-34.35%
MISCELLANEOUS REVENUE - TOTAL		\$ 163,935	\$ 165,435	\$ 1,946	\$ 7,220	4.36%	\$ 44,327	-83.71%

* = Actual data is reported through November.

TRANSFERS IN
November 2022 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year To Date Actual *			
101	General Fund			November				
439211	Transfer From Gas Tax Fund	\$ 205,000	\$ 205,000	\$ 17,083	\$ 85,417	41.67%	\$ 85,417	0.00%
439223	Transfer From Protective Services Fund	382,000	382,000	41,254.000	48,984	12.82%	65,510	-25.23%
439242	Transfer Fr Supp Law Enf Grant	150,000	150,000	12,500	62,500	41.67%	62,500	0.00%
439285	Transfer From Housing Authority	-	-	-	-	**	890,000	-100.00%
TRANSFERS IN - TOTAL		\$ 737,000	\$ 737,000	\$ 70,837	\$ 196,901	26.72%	\$ 1,103,427	-82.16%

* = Actual data is reported through November.

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City of Stanton
November 2022 General Fund Expenditures (42% of year)

Division No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		Percent of Budget	FY 2021/22 Actual*	% Change from Prior Year
				Activity During November	Year to Date Actual *			
1100	City Council	\$ 137,875	\$ 136,015	\$ 4,603	\$ 52,589	38.66%	\$ 54,499	-3.50%
1200	City Attorney	275,000	275,000	38,320	139,293	50.65%	49,715	180.18%
1300	City Manager	603,900	619,300	30,802	167,811	27.10%	196,520	-14.61%
1400	City Clerk	241,880	241,880	15,140	65,651	27.14%	73,747	-10.98%
1410	Personnel/Risk Management	207,435	207,435	20,840	79,846	38.49%	59,451	34.31%
1510	Information Technology	683,135	690,210	34,103	285,740	41.40%	262,279	8.95%
	Administration	2,149,225	2,169,840	143,808	790,930	36.45%	696,211	13.60%
1500	Finance	977,075	982,750	54,703	333,658	33.95%	314,185	6.20%
1600	Non-Dept (excludes Transfers)	315,000	315,000	-	617	0.20%	446	38.34%
	Finance	1,292,075	1,297,750	54,703	334,275	25.76%	314,631	6.24%
1520	Emergency Preparedness	5,000	9,175	-	1,480	16.13%	13,373	-88.93%
2100	Law Enforcement	13,071,380	13,071,380	1,095,915	5,436,096	41.59%	5,088,251	6.84%
2200	Fire Protection	5,306,190	5,306,190	1,315,788	2,631,578	49.59%	1,283,387	105.05%
2230	Contractual Ambulance Svcs	2,500	2,500	-	330	13.20%	100	230.00%
2300	Homeless Prevention	-	43,935	-	-	0.00%	-	**
2400	Animal Control Services	200,965	200,965	-	64,827	32.26%	46,305	40.00%
2500	Public Safety-Other	117,310	117,310	8,031	56,411	48.09%	60,714	-7.09%
4300	Parking Control	246,585	246,585	16,896	83,380	33.81%	100,384	-16.94%
6200	Code Enforcement	637,030	637,030	38,056	238,263	37.40%	195,525	21.86%
	Public Safety	19,586,960	19,635,070	2,474,686	8,512,365	43.35%	6,788,039	25.40%
3000	Public Works Administration	560,850	560,850	39,486	230,527	41.10%	195,278	18.05%
3100	Engineering	258,665	262,550	9,503	91,783	34.96%	34,414	166.70%
3200	Public Facilities	816,040	812,840	44,915	380,915	46.86%	157,904	141.23%
3300	Crossing Guard	45,165	45,165	4,802	13,447	29.77%	11,413	17.82%
3400	Parks Maintenance	466,110	466,110	27,403	139,466	29.92%	155,454	-10.28%
3500	Street Maintenance	508,135	508,135	24,001	128,359	25.26%	135,967	-5.60%
3600	Storm Drains	129,860	130,360	6,348	10,841	8.32%	3,796	185.59%
6300	Graffiti Abatement	110,370	110,370	6,283	31,158	28.23%	15,193	105.08%
	Public Works	2,895,195	2,896,380	162,741	1,026,496	35.44%	709,419	44.70%

* = Actual data is reported through November.

City of Stanton
November 2022 General Fund Expenditures (42% of year)

Division No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		Percent of Budget	FY 2021/22 Actual*	% Change from Prior Year
				Activity During November	Year to Date Actual *			
4000	Community Development Administration	308,915	308,915	19,751	143,217	46.36%	132,163	8.36%
4100	Planning	511,660	594,575	24,418	112,505	18.92%	194,462	-42.15%
4200	Building Regulation	524,990	524,990	946	23,219	4.42%	91,403	-74.60%
4400	Business Relations	37,800	37,800	-	707	1.87%	570	24.04%
	Community Development	1,383,365	1,466,280	45,115	279,648	19.07%	418,598	-33.19%
5000	Public Information Office	143,875	138,660	8,470	42,349	30.54%	43,352	-2.31%
5100	Community Services Administration	583,020	587,720	37,237	247,690	42.14%	208,638	18.72%
5200	Community Center Operations	202,300	202,300	7,632	40,624	20.08%	31,512	28.92%
5300	Park Operations	238,925	238,925	20,980	103,127	43.16%	83,212	23.93%
5400	Senior Citizen Programs	67,360	67,360	6,378	23,792	35.32%	22,057	7.87%
5500	Recreation Programs	54,310	54,310	1,348	21,951	40.42%	15,646	40.30%
	Community Services	1,289,790	1,289,275	82,045	479,533	37.19%	404,417	18.57%
	Transfer to FACT Grant	46,470	46,470	-	20,607	44.34%	7,125	189.22%
	Transfer to Senior Transportation Fund	11,045	11,045	611	3,653	33.07%	3,039	20.20%
	Transfer to SCP Maintenance	59,200	59,200	4,933	24,667	41.67%	17,142	43.90%
	Transfer to Capital Projects Fund	180,000	209,000	-	-	0.00%	-	**
	Transfers to Other Funds	296,715	325,715	5,544	48,927	15.02%	27,306	79.18%
	TOTAL EXPENDITURES	\$ 28,893,325	\$ 29,080,310	\$ 2,968,642	\$ 11,472,174	39.45%	\$ 9,358,621	22.58%

* = Actual data is reported through November.

Administration - Vazquez
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
101	General Fund							
1100	City Council							
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 4,023	\$ 22,137	42.41%	\$ 22,077	0.27%
502115	Unemployment Insurance	805	805	-	-	0.00%	-	**
502120	Medicare/Fica	760	760	58	320	42.11%	320	0.00%
502130	Other Benefit Charges	750	750	61	243	32.40%	394	-38.32%
602100	Special Dept Expense	10,000	10,000	461	3,515	35.15%	5,386	-34.74%
602110	Office Expense	2,000	2,000	-	200	10.00%	113	76.99%
602115	Postage	-	-	-	-	**	3	-100.00%
607100	Membership/Dues	37,695	37,695	-	22,335	59.25%	18,368	21.60%
607110	Travel/Conference/Meetings	11,000	11,000	-	1,450	13.18%	5,023	-71.13%
612115	Liability Insurance Charge	2,665	2,665	-	2,389	89.64%	2,815	-15.13%
702100	Furniture-Office	20,000	18,140	-	-	0.00%	-	**
1100	City Council Total	137,875	136,015	4,603	52,589	38.66%	54,499	-3.50%
1200	City Attorney							
608105	Professional Services	275,000	275,000	38,320	139,293	50.65%	49,715	180.18%
1200	City Attorney Total	275,000	275,000	38,320	139,293	50.65%	49,715	180.18%
1300	City Manager							
501110	Salaries-Regular	373,615	383,750	18,812	88,909	23.17%	105,127	-15.43%
501115	Salaries-Overtime	-	-	9	9	**	101	-91.09%
502100	Retirement	85,485	90,235	5,053	24,127	26.74%	26,452	-8.79%
502105	Workers Comp Insurance	5,215	5,600	346	1,636	29.21%	2,082	-21.42%
502110	Health/Life Insurance	42,460	42,460	1,881	7,843	18.47%	12,133	-35.36%
502111	Medical In-Lieu Pay	-	-	-	150	**	425	-64.71%
502115	Unemployment Insurance	360	360	-	137	38.06%	-	100.00%
502120	Medicare/Fica	4,945	5,075	261	1,242	24.47%	1,517	-18.13%

* = Actual data is reported through November.

Administration - Vazquez
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *			
1300	City Manager, Continued							
502130	Other Benefit Charges	2,245	2,245	166	782	34.83%	925	-15.46%
602110	Office Expense	10,700	10,700	-	1,391	13.00%	2,076	-33.00%
602115	Postage	250	250	9	29	11.60%	2	1350.00%
602120	Books/Periodicals	150	150	-	-	0.00%	-	**
607100	Membership/Dues	1,000	1,000	-	432	43.20%	926	-53.35%
607110	Travel/Conference/Meetings	5,600	5,600	93	708	12.64%	1,820	-61.10%
608105	Professional Services	48,000	48,000	4,000	20,000	41.67%	20,000	0.00%
612105	Vehicle Replacement Charge	2,060	2,060	172	858	41.65%	292	193.84%
612115	Liability Insurance Charge	21,815	21,815	-	19,558	89.65%	22,642	-13.62%
1300	City Manager Total	603,900	619,300	30,802	167,811	27.10%	196,520	-14.61%
1400	City Clerk							
501110	Salaries-Regular	119,885	119,885	9,625	45,148	37.66%	41,651	8.40%
501115	Salaries-Overtime	-	-	14	14	**	152	-90.79%
502100	Retirement	38,960	38,960	3,247	15,723	40.36%	14,020	12.15%
502105	Workers Comp Insurance	1,780	1,780	177	831	46.69%	825	0.73%
502110	Health/Life Insurance	18,610	18,610	1,575	7,084	38.07%	6,841	3.55%
502115	Unemployment Insurance	175	175	-	-	0.00%	-	**
502120	Medicare/Fica	1,670	1,670	135	632	37.84%	584	8.22%
502130	Other Benefit Charges	985	985	85	397	40.30%	367	8.17%
602110	Office Expense	2,250	2,250	28	208	9.24%	1,302	-84.02%
602115	Postage	500	500	13	163	32.60%	186	-12.37%
602120	Books/Periodicals	100	100	-	-	0.00%	-	**
607100	Membership/Dues	1,130	1,130	-	415	36.73%	215	93.02%
607110	Travel/Conference/Meetings	750	750	-	-	0.00%	-	**
607115	Training	2,500	2,500	-	-	0.00%	70	-100.00%

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Administration - Vazquez
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *			
1400	City Clerk, Continued							
608105	Professional Services	6,000	6,000	197	(10,613)	-176.88%	1,481	-816.61%
608140	Elections	40,000	40,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	530	530	44	221	41.70%	242	-8.68%
612115	Liability Insurance Charge	6,055	6,055	-	5,428	89.64%	5,811	-6.59%
1400	City Clerk Total	241,880	241,880	15,140	65,651	27.14%	73,747	-10.98%
1510	Information Technology							
501110	Salaries-Regular	87,950	87,950	6,514	32,571	37.03%	32,600	-0.09%
501115	Salaries-Overtime	10,000	10,000	366	7,329	73.29%	2,172	237.43%
502100	Retirement Charges	28,020	28,020	2,288	11,671	41.65%	10,344	12.83%
502105	Workers Comp Insurance	1,250	1,250	120	624	49.92%	645	-3.26%
502110	Health/Life Insurance	15,740	15,740	1,329	5,978	37.98%	5,755	3.87%
502115	Unemployment Insurance	160	160	-	-	0.00%	-	**
502120	Medicare/Fica	1,230	1,230	91	540	43.90%	467	15.63%
502130	Other Benefit Charges	805	805	57	298	37.02%	287	3.83%
602140	Materials & Supplies	30,000	30,000	21	3,073	10.24%	4,454	-31.01%
603105	Equipment Maintenance	50,000	50,000	3,856	19,327	38.65%	2,975	549.65%
604100	Communications	125,900	125,900	10,576	36,183	28.74%	33,135	9.20%
608100	Contractual Services	284,750	286,610	8,422	144,642	50.47%	164,704	-12.18%
612105	Vehicle Replacement Charge	5,555	5,555	463	2,315	41.67%	-	100.00%
612115	Liability Insurance Charge	4,435	4,435	-	3,976	89.65%	4,257	-6.60%
701050	Computer Software	37,340	42,555	-	17,213	40.45%	484	3456.40%
1510	Information Technology Total	683,135	690,210	34,103	285,740	41.40%	262,279	8.95%
TOTAL ADMINISTRATION-VAZQUEZ		\$ 1,941,790	\$ 1,962,405	\$ 122,968	\$ 711,084	36.24%	\$ 636,760	11.67%

* = Actual data is reported through November.

Administration - Guzman
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23							FY 2021/22 Actual*	% Change From Prior Year
		FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	Activity During November	Year to Date Actual *	% of Budget				
101	General Fund									
1410	Personnel/Risk Management									
501110	Salaries-Regular	\$ 112,130	\$ 112,130	\$ 11,523	\$ 43,700	38.97%	\$ 33,411	30.80%		
501115	Salaries-Overtime	-	-	-	-	**	244	-100.00%		
502100	Retirement	24,615	24,615	2,552	10,506	42.68%	7,808	34.55%		
502105	Workers Comp Insurance	1,600	1,600	212	804	50.25%	662	21.45%		
502110	Health/Life Insurance	15,740	15,740	1,300	5,995	38.09%	4,900	22.35%		
502111	Medical In-Lieu Pay	-	-	-	-	**	500	-100.00%		
502115	Unemployment Insurance	160	160	-	-	0.00%	-	**		
502120	Medicare/FICA	1,550	1,550	163	614	39.61%	493	24.54%		
502130	Other Benefit Charges	965	965	101	385	39.90%	294	30.95%		
602110	Office Expense	1,400	1,400	-	611	43.64%	33	1751.52%		
602115	Postage	200	200	-	85	42.50%	51	66.67%		
607100	Membership/Dues	725	725	-	150	20.69%	425	-64.71%		
607110	Travel/Conference/Meetings	2,000	2,000	-	-	0.00%	-	**		
607115	Training	6,000	6,000	-	-	0.00%	(163)	-100.00%		
607120	Education Reimbursement Program	10,000	10,000	1,250	1,250	12.50%	-	**		
608105	Professional Services	10,000	10,000	934	5,826	58.26%	1,927	202.34%		
608125	Advertising/ Business Dev't	2,200	2,200	275	650	29.55%	2,117	-69.30%		
609125	Employee/Volunteer Recognition	12,000	12,000	2,489	3,994	33.28%	1,681	137.60%		
612105	Vehicle Replacement Charge	495	495	41	206	41.62%	254	-18.90%		
612115	Liability Insurance Charge	5,655	5,655	-	5,070	89.66%	4,814	5.32%		
TOTAL ADMINISTRATION-GUZMAN		\$ 207,435	\$ 207,435	\$ 20,840	\$ 79,846	38.49%	\$ 59,451	34.31%		

* = Actual data is reported through November.

Finance-Bannigan
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *			
101	General Fund							
1500	Finance							
501110	Salaries-Regular	\$ 510,195	\$ 495,195	\$ 31,771	\$ 183,836	37.12%	\$ 174,725	5.21%
501115	Salaries-Overtime	500	500	251	385	77.00%	116	231.90%
501120	Salaries-Part Time	69,350	64,350	2,882	18,531	28.80%	17,197	7.76%
502100	Retirement	130,660	130,660	8,548	49,749	38.08%	46,770	6.37%
502105	Workers Comp Insurance	8,470	8,470	638	3,725	43.98%	3,800	-1.97%
502110	Health/Life Insurance	49,700	49,700	4,056	18,399	37.02%	17,904	2.76%
502111	Medical In-Lieu Pay	4,350	4,350	139	1,432	32.92%	2,525	-43.29%
502115	Unemployment Insurance	1,200	1,200	25	209	17.42%	-	100.00%
502120	Medicare/FICA	8,040	8,040	416	2,501	31.11%	2,398	4.30%
502130	Other Benefit Charges	4,875	4,875	281	1,628	33.39%	1,546	5.30%
602110	Office Expense	8,000	8,000	141	205	2.56%	501	-59.08%
602115	Postage	5,000	5,000	288	712	14.24%	945	-24.66%
602120	Books/Periodicals	450	450	-	65	14.44%	130	-50.00%
607100	Membership/Dues	795	795	-	595	74.84%	192	209.90%
607110	Travel/Conference/Meetings	4,500	4,500	570	819	18.20%	1,259	-34.95%
607115	Training	1,700	1,700	-	774	45.53%	-	100.00%
608105	Professional Services	107,500	113,175	3,364	11,778	10.41%	13,714	-14.12%
608107	Financial Services	17,600	17,600	1,074	7,189	40.85%	3,222	123.12%
608130	Temporary Help	-	20,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	1,900	1,900	-	50	2.63%	68	-26.47%
612105	Vehicle Replacement Charge	3,105	3,105	259	1,294	41.67%	508	154.72%
612115	Liability Insurance Charge	32,885	32,885	-	29,482	89.65%	26,665	10.56%
1500	Finance Total	970,775	976,450	54,703	333,358	34.14%	314,185	6.10%

* = Actual data is reported through November.

Finance-Bannigan
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *			
1600	Non-Departmental							
602100	Special Dept Expense	-	-	-	617	**	446	38.34%
610235	Economic Development Loan Repayment	125,000	125,000	-	-	0.00%	-	**
611105	Revenue Sharing-City of Anaheim	40,000	40,000	-	-	0.00%	-	**
1600	Non-Departmental Total	165,000	165,000	-	617	0.37%	446	38.34%
101	GENERAL FUND TOTAL	\$ 1,135,775	\$ 1,141,450	\$ 54,703	\$ 333,975	29.26%	\$ 314,631	6.15%
102	General Fund (Transactions & Use Tax)							
1500	Finance							
608105	Professional Services	6,300	6,300	-	300	4.76%	-	100.00%
1500	Finance Total	6,300	6,300	-	300	4.76%	-	100.00%
1600	Non-Departmental							
610235	Economic Development Loan Repayment	150,000	150,000	-	-	0.00%	-	**
1600	Non-Departmental Total	150,000	150,000	-	-	0.00%	-	**
102	TRANSACTIONS AND USE TAX TOTAL	\$ 156,300	\$ 156,300	\$ -	\$ 300	0.19%	\$ -	100.00%
	TOTAL FINANCE	\$ 1,292,075	\$ 1,297,750	\$ 54,703	\$ 334,275	25.76%	\$ 314,631	6.24%

* = Actual data is reported through November.

Public Safety-Wren
November 2022 General Fund Expenditures (42% of year)

		FY 2022/23							
		FY 2022/23	FY 2022/23	Activity			FY 2021/22	% Change	
Acct. No.	Description	Adopted	Amended	During	Year to Date	% of Budget	Actual*	From Prior	
		Budget	Budget	November	Actual *			Year	
101	General Fund								
1520	Emergency Services								
602140	Materials & Supplies	\$ 5,000	\$ 5,000	\$ -	\$ -	0.00%	\$ 55	-100.00%	
608105	Professional Services	-	4,175	-	1,480	35.45%	13,318	-88.89%	
1520	Emergency Services	5,000	9,175	-	1,480	16.13%	13,373	-88.93%	
2100	Law Enforcement								
602100	Special Dept Expense	1,500	1,500	428	886	59.07%	-	100.00%	
602110	Office Expense	4,000	4,000	-	1,623	40.58%	767	111.60%	
602145	Gas/Oil/Lube	3,000	3,000	103	162	5.40%	297	-45.45%	
604100	Communications	39,100	39,100	10,069	17,838	45.62%	14,716	21.22%	
608100	Contractual Services	18,155	18,155	1,513	7,565	41.67%	7,645	-1.05%	
608160	O.C.S.D. Contract	9,151,370	9,151,370	762,614	3,802,082	41.55%	3,580,352	6.19%	
612105	Vehicle Replacement Charge	5,555	5,555	463	2,315	41.67%	3,625	-36.14%	
2100	Law Enforcement Total	9,222,680	9,222,680	775,190	3,832,471	41.55%	3,607,402	6.24%	
2200	Fire Protection								
602100	Special Department Expense	43,000	43,000	-	-	0.00%	-	**	
608185	O.C.F.A. Contract	3,463,190	3,463,190	862,570	1,725,141	49.81%	927,643	85.97%	
2200	Fire Protection Total	3,506,190	3,506,190	862,570	1,725,141	49.20%	927,643	85.97%	
2230	Ambulance Services								
608190	Contractual Ambulance Svcs	2,500	2,500	-	330	13.20%	100	230.00%	
2230	Ambulance Services Total	2,500	2,500	-	330	13.20%	100	230.00%	
2300	Homeless Prevention								
610230	North SPA Navigation Center Cost Share	-	43,935	-	-	0.00%	-	**	
2300	Homeless Total	-	43,935	-	-	0.00%	-	**	
2400	Animal Control Services								
608170	Animal Control Services	200,965	200,965	-	64,827	32.26%	46,305	40.00%	
2400	Animal Control Services Total	200,965	200,965	-	64,827	32.26%	46,305	40.00%	

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Public Safety-Wren
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *			
2500	Public Safety-Other							
501110	Salaries-Regular	66,015	66,015	4,584	22,849	34.61%	25,113	-9.02%
502100	Retirement Charges	14,530	14,530	1,174	5,859	40.32%	4,946	18.46%
502105	Workers Comp Insurance	895	895	84	420	46.93%	405	3.70%
502110	Health/Life Insurance	45	45	35	158	351.11%	158	0.00%
502111	Medical In-Lieu Pay	2,100	2,100	175	788	37.52%	875	-9.94%
502115	Unemployment Insurance	55	55	-	-	0.00%	-	**
502120	Medicare/FICA	890	890	69	343	38.54%	310	10.65%
502130	Other Benefit Charges	385	385	40	201	52.21%	180	11.67%
602100	Special Department Expense	-	-	37	37	**	100	-63.00%
602110	Office Expense	1,200	1,200	-	360	30.00%	225	60.00%
602115	Postage	250	250	-	-	0.00%	1	-100.00%
602130	Clothing	4,500	4,500	1,833	1,833	40.73%	-	**
602135	Safety Equipment	-	-	-	-	**	436	-100.00%
602140	Materials & Supplies	-	-	-	-	**	64	-100.00%
607115	Training	700	700	-	-	0.00%	-	**
608100	Contractual Services	4,680	4,680	-	4,678	99.96%	4,678	0.00%
612115	Liability Insurance Charge	21,065	21,065	-	18,885	89.65%	23,223	-18.68%
2500	Public Safety-Other Total	117,310	117,310	8,031	56,411	48.09%	60,714	-7.09%
4300	Parking Control							
501110	Salaries-Regular	131,575	131,575	9,416	47,656	36.22%	54,442	-12.46%
502115	Salaries-Overtime	100	100	-	50	50.00%	33	51.52%
501120	Salaries-Part Time	14,250	14,250	1,116	5,500	38.60%	5,259	4.58%
502100	Retirement	40,415	40,415	3,140	15,598	38.59%	16,279	-4.18%
502105	Workers Comp Insurance	2,135	2,135	194	1,002	46.93%	1,182	-15.23%
502110	Health/Life Insurance	7,980	7,980	729	3,029	37.96%	4,921	-38.45%
502111	Medical In-Lieu Pay	4,140	4,140	343	1,554	37.54%	1,700	-8.59%

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Public Safety-Wren
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *			
4300	Parking Control, Continued							
502115	Unemployment Insurance	300	300	-	-	0.00%	-	**
502120	Medicare/FICA	2,075	2,075	156	786	37.88%	882	-10.88%
502130	Other Benefit Charges	1,290	1,290	83	423	32.79%	482	-12.24%
602110	Office Expense	4,500	4,500	-	-	0.00%	5,302	-100.00%
602115	Postage	500	500	10	92	18.40%	107	-14.02%
602130	Clothing	-	-	-	-	**	129	-100.00%
604100	Communications	660	660	55	536	81.21%	145	269.66%
608105	Professional Services	30,000	30,000	1,099	4,377	14.59%	6,563	-33.31%
612105	Vehicle Replacement Charge	6,665	6,665	555	2,777	41.67%	2,958	-6.12%
4300	Parking Control Total	246,585	246,585	16,896	83,380	33.81%	100,384	-16.94%
6200	Code Enforcement							
501110	Salaries-Regular	406,370	406,370	23,408	151,926	37.39%	124,585	21.95%
502115	Salaries-Overtime	100	100	-	478	478.00%	14	3314.29%
501120	Salaries-Part Time	14,250	14,250	1,116	5,501	38.60%	5,259	4.60%
502100	Retirement	107,805	107,805	7,098	42,935	39.83%	35,009	22.64%
502105	Workers Comp Insurance	6,150	6,150	451	2,897	47.11%	2,571	12.68%
502110	Health/Life Insurance	46,385	46,385	2,391	16,079	34.66%	15,752	2.08%
502111	Medical In-Lieu Pay	4,560	4,560	378	1,712	37.54%	1,875	-8.69%
502115	Unemployment Insurance	775	775	-	-	0.00%	-	**
502120	Medicare/FICA	5,865	5,865	358	2,281	38.89%	1,875	21.65%
502130	Other Benefit Charges	3,590	3,590	207	1,340	37.33%	1,099	21.93%
602110	Office Expense	1,500	1,500	134	1,338	89.20%	-	100.00%
602115	Postage	1,000	1,000	9	168	16.80%	325	-48.31%
602160	Code Enforcement Equipment	6,000	6,000	-	-	0.00%	108	-100.00%
603105	Equipment Maintenance	1,000	1,000	-	-	0.00%	-	**
607100	Membership/Dues	570	570	400	400	70.18%	380	5.26%

* = Actual data is reported through November.

Public Safety-Wren
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *			
6200	Code Enforcement, Continued							
607115	Training	1,000	1,000	-	425	42.50%	250	70.00%
608100	Contractual Services	4,000	4,000	-	945	23.63%	1,260	-25.00%
608105	Professional Services	5,000	5,000	347	1,042	20.84%	1,388	-24.93%
612105	Vehicle Replacement Charge	21,110	21,110	1,759	8,796	41.67%	3,775	133.01%
6200	Code Enforcement Total	637,030	637,030	38,056	238,263	37.40%	195,525	21.86%
101	GENERAL FUND TOTAL	\$ 13,938,260	\$ 13,986,370	\$ 1,700,743	\$ 6,002,303	42.92%	\$ 4,951,446	21.22%
102	General Fund (Transactions & Use Tax)							
2100	Law Enforcement							
608160	O.C.S.D. Contract	3,848,700	3,848,700	320,725	1,603,625	41.67%	1,480,849	8.29%
2100	Law Enforcement Total	3,848,700	3,848,700	320,725	1,603,625	41.67%	1,480,849	8.29%
2200	Fire Protection							
608185	O.C.F.A. Contract	1,800,000	1,800,000	453,218	906,437	50.36%	355,744	154.80%
2200	Fire Protection Total	1,800,000	1,800,000	453,218	906,437	50.36%	355,744	154.80%
102	TRANSACTIONS AND USE TAX TOTAL	\$ 5,648,700	\$ 5,648,700	\$ 773,943	\$ 2,510,062	44.44%	\$ 1,836,593	36.67%
	TOTAL PUBLIC SAFETY	\$ 19,586,960	\$ 19,635,070	\$ 2,474,686	\$ 8,512,365	43.35%	\$ 6,788,039	25.40%

* = Actual data is reported through November.

Public Works-Rangel
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
101	General Fund							
3000	Public Works Administration							
501110	Salaries-Regular	\$ 362,485	\$ 362,485	\$ 26,109	\$ 134,702	37.16%	\$ 99,865	34.88%
501120	Salaries-Part Time	20,430	20,430	921	6,209	30.39%	6,007	3.36%
502100	Retirement Charges	82,100	82,100	6,682	32,953	40.14%	24,148	36.46%
502105	Workers Comp Insurance	5,455	5,455	497	2,539	46.54%	2,096	21.14%
502110	Health/Life Insurance	30,250	30,250	4,051	15,669	51.80%	10,793	45.18%
502111	Medical In-Lieu Pay	6,000	6,000	-	875	14.58%	1,750	-50.00%
502115	Unemployment Insurance	645	645	21	304	47.13%	224	35.71%
502120	Medicare/FICA	5,260	5,260	383	2,017	38.35%	1,533	31.57%
502130	Other Benefit Charges	2,945	2,945	230	1,187	40.31%	882	34.58%
602110	Office Expense	2,000	2,000	126	252	12.60%	-	100.00%
602115	Postage	100	100	3	121	121.00%	1	12000.00%
602120	Books/Periodicals	200	200	-	-	0.00%	-	**
607100	Membership/Dues	750	750	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,300	1,300	-	566	43.54%	-	100.00%
607115	Training	1,000	1,000	-	-	0.00%	-	**
608130	Temporary Staffing	-	-	-	-	**	16,480	-100.00%
612105	Vehicle Replacement Charge	5,555	5,555	463	2,315	41.67%	-	100.00%
612115	Liability Insurance Charge	34,375	34,375	-	30,818	89.65%	31,499	-2.16%
3000	Public Works Administration Total	560,850	560,850	39,486	230,527	41.10%	195,278	18.05%
3100	Engineering							
501110	Salaries-Regular	58,380	58,380	5,006	24,214	41.48%	12,422	94.93%
501115	Salaries-Overtime	300	300	1,745	6,304	2101.33%	-	100.00%
502100	Retirement	13,730	13,730	1,253	6,197	45.13%	2,312	168.04%
502105	Workers Comp Insurance	885	885	92	462	52.20%	246	87.80%

* = Actual data is reported through November.

Public Works-Rangel
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
3100	Engineering, Continued							
502110	Health/Life Insurance	8,240	8,240	690	2,801	33.99%	666	320.57%
502111	Medical In-Lieu Pay	-	-	20	90	**	-	100.00%
502115	Unemployment Insurance	105	105	-	-	0.00%	-	**
502120	Medicare/FICA	835	835	98	443	53.05%	177	150.28%
502130	Other Benefit Charges	535	535	44	221	41.31%	109	102.75%
602110	Office Expense	-	-	-	-	**	53	-100.00%
602115	Postage	-	-	-	-	**	13	-100.00%
602120	Books/Periodicals	-	-	-	159	**	-	100.00%
602130	Clothing	-	-	-	54	**	-	100.00%
602140	Materials & Supplies	2,500	2,500	-	-	0.00%	459	-100.00%
607100	Membership/Dues	950	950	-	-	0.00%	900	-100.00%
607110	Travel/Conference/Meetings	-	-	-	-	**	21	-100.00%
608110	Engineering Services	129,240	133,125	-	48,061	36.10%	15,987	200.63%
608120	Plan Checking Services	33,300	33,300	-	-	0.00%	766	-100.00%
608135	Microfilming	3,000	3,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	6,665	6,665	555	2,777	41.67%	283	881.27%
3100	Engineering Total	258,665	262,550	9,503	91,783	34.96%	34,414	166.70%
3200	Public Facilities							
501110	Salaries-Regular	23,510	23,510	5,257	30,748	130.79%	23,607	30.25%
501115	Salaries-Overtime	2,000	2,000	75	622	31.10%	418	48.80%
502100	Retirement	5,310	5,310	1,297	7,624	143.58%	5,506	38.47%
502105	Workers Comp Insurance	345	345	97	569	164.93%	467	21.84%
502110	Health/Life Insurance	4,790	4,790	606	3,600	75.16%	2,940	22.45%
502115	Unemployment Insurance	80	80	-	-	0.00%	34	-100.00%
502120	Medicare/FICA	330	330	77	454	137.58%	348	30.46%

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Public Works-Rangel
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *			
3200	Public Facilities, Continued							
502130	Other Benefit Charges	220	220	46	272	123.64%	208	30.77%
602100	Special Dept Expense	7,885	7,885	534	889	11.27%	27	3192.59%
602110	Office Expense	1,100	1,100	-	138	12.55%	-	100.00%
602130	Clothing	5,625	5,625	(58)	1,939	34.47%	1,891	2.54%
602135	Safety Equipment	500	500	13	13	2.60%	-	100.00%
602140	Materials & Supplies	8,000	8,000	791	2,180	27.25%	922	136.44%
603105	Equipment Maintenance	-	18,870	8,642	18,868	99.99%	-	100.00%
603110	Building Maintenance	129,740	126,945	4,321	36,406	28.68%	17,602	106.83%
604100	Communications	40,000	40,000	517	1,448	3.62%	1,860	-22.15%
604105	Utilities	170,000	170,000	14,537	80,659	47.45%	62,131	29.82%
608100	Contractual Services	165,800	162,600	5,154	31,722	19.51%	24,433	29.83%
611110	O.C. Sanitation District User Fee	14,700	14,700	-	13,801	93.88%	13,985	-1.32%
612105	Vehicle Replacement Charge	36,105	36,105	3,009	15,044	41.67%	1,525	886.49%
701105	Equipment-General	200,000	169,060	-	119,057	70.42%	-	100.00%
704100	Equipment-General	-	14,865	-	14,862	99.98%	-	100.00%
3200	Public Facilities Total	816,040	812,840	44,915	380,915	46.86%	157,904	141.23%
3300	Crossing Guard							
608175	Crossing Guard Services	45,165	45,165	4,802	13,447	29.77%	11,413	17.82%
3300	Crossing Guard Total	45,165	45,165	4,802	13,447	29.77%	11,413	17.82%
3400	Parks Maintenance							
501110	Salaries-Regular	85,165	85,165	7,156	30,399	35.69%	29,642	2.55%
501115	Salaries-Overtime	3,000	3,000	424	958	31.93%	1,373	-30.23%
502100	Retirement	18,700	18,700	1,765	7,534	40.29%	6,892	9.32%
502105	Workers Comp Insurance	1,220	1,220	132	564	46.23%	587	-3.92%
502110	Health/Life Insurance	11,055	11,055	1,175	4,366	39.49%	4,769	-8.45%

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Public Works-Rangel
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
3400	Parks Maintenance, Continued							
502111	Medical In-Lieu Pay	840	840	70	315	37.50%	333	-5.41%
502115	Unemployment Insurance	220	220	-	-	0.00%	30	-100.00%
502120	Medicare/Fica	1,160	1,160	111	459	39.57%	455	0.88%
502130	Other Benefit Charges	760	760	63	270	35.53%	261	3.45%
602100	Special Dept Expense	7,000	7,000	29	646	9.23%	309	109.06%
603105	Equipment Maintenance	17,000	17,000	684	1,896	11.15%	7,287	-73.98%
604105	Utilities	180,000	180,000	14,513	63,710	35.39%	64,671	-1.49%
605100	Land Lease	5,000	5,000	-	2,661	53.22%	3,259	-18.35%
608100	Contractual Services	126,100	126,100	540	21,984	17.43%	33,730	-34.82%
612105	Vehicle Replacement Charge	8,890	8,890	741	3,704	41.66%	1,856	99.57%
3400	Parks Maintenance Total	466,110	466,110	27,403	139,466	29.92%	155,454	-10.28%
3500	Street Maintenance							
501110	Salaries-Regular	114,550	114,550	4,779	29,856	26.06%	36,362	-17.89%
501115	Salaries-Overtime	6,000	6,000	275	1,285	21.42%	2,032	-36.76%
502100	Retirement	26,235	26,235	1,172	7,421	28.29%	8,363	-11.26%
502105	Workers Comp Insurance	1,705	1,705	88	557	32.67%	720	-22.64%
502110	Health/Life Insurance	14,455	14,455	787	4,410	30.51%	5,676	-22.30%
502111	Medical In-Lieu Pay	2,310	2,310	193	866	37.49%	914	-5.25%
502115	Unemployment Insurance	330	330	-	-	0.00%	45	-100.00%
502120	Medicare/FICA	1,650	1,650	76	464	28.12%	570	-18.60%
502130	Other Benefit Charges	1,070	1,070	42	267	24.95%	320	-16.56%
602100	Special Dept Expense	3,000	3,000	-	-	0.00%	-	**
602125	Small Tools	4,000	4,000	-	60	1.50%	-	100.00%
602140	Materials & Supplies	65,000	65,000	3,634	10,123	15.57%	7,663	32.10%
603105	Equipment Maintenance	2,000	2,000	-	137	6.85%	999	-86.29%

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Public Works-Rangel
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
3500	Street Maintenance, Continued							
608100	Contractual Services	195,000	195,000	12,052	68,400	35.08%	64,707	5.71%
612105	Vehicle Replacement Charge	10,830	10,830	903	4,513	41.67%	7,596	-40.59%
710190	Pavement Maintenance	60,000	60,000	-	-	0.00%	-	**
3500	Street Maintenance Total	508,135	508,135	24,001	128,359	25.26%	135,967	-5.60%
3600	Storm Drain Maintenance							
603100	Emergency Maintenance Services	10,000	10,000	-	-	0.00%	-	**
608100	Contractual Services	-	500	-	-	0.00%	-	**
608155	Storm Water Monitor Program	119,860	119,860	6,348	10,841	9.04%	3,796	185.59%
3600	Storm Drain Maintenance Total	129,860	130,360	6,348	10,841	8.32%	3,796	185.59%
6300	Graffiti Abatement							
501110	Salaries-Regular	41,815	41,815	2,907	11,804	28.23%	2,444	382.98%
501115	Salaries-Overtime	8,000	8,000	641	3,531	44.14%	719	391.10%
502100	Retirement Charges	9,410	9,410	714	3,029	32.19%	553	447.74%
502105	Workers Comp Insurance	615	615	53	229	37.24%	48	377.08%
502110	Health/Life Insurance	8,145	8,145	666	2,517	30.90%	597	321.61%
502115	Unemployment Insurance	135	135	-	-	0.00%	7	-100.00%
502120	Medicare/FICA	585	585	51	222	37.95%	46	382.61%
502130	Other Benefit Charges	390	390	26	110	28.21%	22	400.00%
602140	Materials & Supplies	25,000	25,000	369	5,435	21.74%	5,007	8.55%
603105	Equipment Maintenance	6,000	6,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	10,275	10,275	856	4,281	41.66%	5,750	-25.55%
6300	Graffiti Abatement Total	110,370	110,370	6,283	31,158	28.23%	15,193	105.08%
TOTAL PUBLIC WORKS		\$ 2,895,195	\$ 2,896,380	\$ 162,741	\$ 1,026,496	35.44%	\$ 709,419	44.70%

* = Actual data is reported through November.

Community Development-Tinio
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
101	General Fund							
4000	Community Development Administration							
501110	Salaries-Regular	\$ 189,955	\$ 189,955	\$ 14,333	\$ 68,958	36.30%	\$ 63,832	8.03%
501115	Salaries-Overtime	-	-	12	12	**	126	-90.48%
502100	Retirement Charges	43,370	43,370	3,595	17,506	40.36%	15,384	13.79%
502105	Workers Comp Insurance	2,845	2,845	264	1,269	44.60%	1,264	0.40%
502110	Health/Life Insurance	8,680	8,680	977	4,398	50.67%	5,309	-17.16%
502115	Unemployment Insurance	225	225	-	-	0.00%	-	**
502120	Medicare/FICA	2,675	2,675	203	975	36.45%	910	7.14%
502130	Other Benefit Charges	1,260	1,260	126	607	48.17%	562	8.01%
602110	Office Expense	1,000	1,000	161	515	51.50%	630	-18.25%
602120	Books/Periodicals	1,200	1,200	-	-	0.00%	178	-100.00%
607100	Membership/Dues	1,600	1,600	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	-	-	-	-	**	22	-100.00%
607115	Training	1,200	1,200	-	-	0.00%	289	-100.00%
612105	Vehicle Replacement Charge	965	965	80	402	41.66%	-	100.00%
612115	Liability Insurance Charge	53,940	53,940	-	48,358	89.65%	43,657	10.77%
702100	Office Furniture	-	-	-	217	**	-	100.00%
4000	Community Development Administration Total	308,915	308,915	19,751	143,217	46.36%	132,163	8.36%
4100	Planning							
501110	Salaries-Regular	302,790	289,170	15,795	67,023	23.18%	86,930	-22.90%
501115	Salaries-Overtime	1,200	1,200	-	160	13.33%	549	-70.86%
501125	Salaries-Appointed	9,000	9,000	692	3,254	36.16%	3,808	-14.55%
502100	Retirement	72,645	69,380	3,905	16,580	23.90%	19,982	-17.03%
502105	Workers Comp Insurance	4,630	4,630	291	1,234	26.65%	1,721	-28.30%
502110	Health/Life Insurance	61,270	58,515	2,071	8,810	15.06%	10,197	-13.60%
502111	Medical In-Lieu Pay	-	-	100	450	**	-	100.00%
502115	Unemployment Insurance	770	770	-	137	17.79%	6	2183.33%

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Community Development-Tinio
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *			
4100	Planning, Continued							
502120	Medicare/FICA	4,475	4,275	237	1,016	23.77%	1,321	-23.09%
502130	Other Benefit Charges	3,510	3,350	139	590	17.61%	765	-22.88%
602110	Office Expense	-	-	-	31	**	49	-36.73%
602115	Postage	750	750	-	(181)	-24.13%	279	-164.87%
602140	Materials & Supplies	1,000	1,000	72	72	7.20%	-	100.00%
607100	Membership/Dues	2,500	2,500	-	-	0.00%	721	-100.00%
607110	Travel/Conference/Meetings	8,200	8,200	960	960	11.71%	-	100.00%
607115	Training	3,050	3,050	-	-	0.00%	-	**
608100	Contractual Services	4,000	4,000	-	-	0.00%	-	**
608105	Professional Services	25,000	127,915	-	11,590	9.06%	67,880	-82.93%
608135	Microfilming	5,000	5,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	1,870	1,870	156	779	41.66%	254	206.69%
4100	Planning Total	511,660	594,575	24,418	112,505	18.92%	194,462	-42.15%
4200	Building Regulation							
501110	Salaries-Regular	260,695	139,830	-	12,958	9.27%	18,372	-29.47%
502100	Retirement	62,630	33,170	-	3,008	9.07%	4,293	-29.93%
502105	Workers Comp Insurance	3,970	2,120	-	238	11.23%	364	-34.62%
502110	Health/Life Insurance	48,910	29,280	-	1,852	6.33%	3,288	-43.67%
502111	Medical In-Lieu Pay	-	-	-	66	**	153	-56.86%
502115	Unemployment Insurance	485	325	-	-	0.00%	104	-100.00%
502120	Medicare/FICA	3,730	1,995	-	189	9.47%	269	-29.74%
502130	Other Benefit Charges	2,310	1,270	-	114	8.98%	162	-29.63%
602110	Office Expense	500	500	-	-	0.00%	34	-100.00%
602115	Postage	700	700	20	72	10.29%	6	1100.00%
602120	Books/Periodicals	1,000	1,000	-	-	0.00%	-	**
607100	Membership/Dues	1,200	1,200	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	500	500	-	-	0.00%	-	**

* = Actual data is reported through November.

Community Development-Tinio
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *			
4200	Building Regulation, Continued							
607115	Training	1,000	1,000	-	-	0.00%	-	**
608115	Inspection Services	50,000	224,740	-	-	0.00%	64,223	-100.00%
608120	Plan Checking Services	70,000	70,000	-	-	0.00%	-	**
608135	Microfilming	4,000	4,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	2,250	2,250	-	93	4.13%	135	-31.11%
612105	Vehicle Replacement Charge	11,110	11,110	926	4,629	41.67%	-	100.00%
4200	Building Regulation Total	524,990	524,990	946	23,219	4.42%	91,403	-74.60%
4400	Business Relations							
607100	Membership/Dues	2,000	2,000	-	570	28.50%	570	0.00%
607110	Travel/Conference/Meetings	-	-	-	137	**	-	100.00%
607115	Training	2,500	2,500	-	-	0.00%	-	**
608100	Contractual Services	2,250	2,250	-	-	0.00%	-	**
608145	Information Technology	18,750	18,750	-	-	0.00%	-	**
609100	Special Events	12,300	12,300	-	-	0.00%	-	**
4400	Business Relations	37,800	37,800	-	707	1.87%	570	24.04%
TOTAL COMMUNITY DEVELOPMENT		\$ 1,383,365	\$ 1,466,280	\$ 45,115	\$ 279,648	19.07%	\$ 418,598	-33.19%

* = Actual data is reported through November.

Community Service - Bobadilla
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
101	General Fund							
5000	Public Information Office							
501110	Salaries-Regular	\$ 93,255	\$ 89,810	\$ 5,879	\$ 29,394	32.73%	\$ 30,037	-2.14%
502100	Retirement Charges	22,025	21,190	1,453	7,266	34.29%	7,020	3.50%
502105	Workers Comp Insurance	1,400	1,400	108	541	38.64%	595	-9.08%
502110	Health/Life Insurance	22,065	21,230	262	1,178	5.55%	4,397	-73.21%
502111	Medical In-Lieu Pay	-	-	350	1,575	**	-	100.00%
502115	Unemployment Insurance	200	200	-	116	58.00%	-	100.00%
502120	Medicare/FICA	1,320	1,270	90	449	35.35%	435	3.22%
502130	Other Benefit Charges	860	810	52	259	31.98%	264	-1.89%
602113	Social Media	2,750	2,750	276	1,571	57.13%	352	346.31%
607100	Membership/Dues	-	-	-	-	**	252	-100.00%
5000	Public Information Office	143,875	138,660	8,470	42,349	30.54%	43,352	-2.31%
5100	Community Services Administration							
501110	Salaries-Regular	323,640	323,640	21,696	107,988	33.37%	102,315	5.54%
501120	Salaries-Part Time	-	-	965	1,591	**	1,461	8.90%
502100	Retirement	78,065	78,065	5,855	29,523	37.82%	26,749	10.37%
502105	Workers Comp Insurance	4,510	4,510	417	2,048	45.41%	2,055	-0.34%
502110	Health/Life Insurance	26,980	26,980	1,957	9,785	36.27%	10,337	-5.34%
502111	Medical In-Lieu Pay	6,000	6,000	500	2,063	34.38%	2,625	-21.41%
502115	Unemployment Insurance	445	445	-	-	0.00%	2	-100.00%
502120	Medicare/FICA	4,420	4,420	323	1,551	35.09%	1,471	5.44%
502130	Other Benefit Charges	2,430	2,430	191	952	39.18%	901	5.66%
602100	Special Dept Expense	9,700	12,900	1,348	4,128	32.00%	2,528	63.29%
602110	Office Expense	3,185	3,185	317	1,087	34.13%	530	105.09%
602115	Postage	400	400	-	214	53.50%	33	548.48%
603110	Building Maintenance	10,485	10,485	450	1,800	17.17%	900	100.00%
607100	Membership/Dues	550	550	55	55	10.00%	892	-93.83%

* = Actual data is reported through November.

Community Service - Bobadilla
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
5100	Community Services Administration, Continued							
607115	Training	6,150	6,150	316	4,409	71.69%	120	3574.17%
609100	Special Events	17,900	19,400	1,768	7,670	39.54%	3,576	114.49%
612105	Vehicle Replacement Charge	12,945	12,945	1,079	5,394	41.67%	3,269	65.00%
612115	Liability Insurance Charge	75,215	75,215	-	67,432	89.65%	48,874	37.97%
5100	Community Services Administration Total	583,020	587,720	37,237	247,690	42.14%	208,638	18.72%
5200	Community Center Operations							
501110	Salaries-Regular	36,385	36,385	2,399	10,966	30.14%	10,487	4.57%
501115	Salaries-Overtime	-	-	-	-	**	164	-100.00%
501120	Salaries-Part Time	115,220	115,220	2,945	18,781	16.30%	10,063	86.63%
502100	Retirement	17,560	17,560	860	4,029	22.94%	2,772	45.35%
502105	Workers Comp Insurance	2,200	2,200	98	547	24.86%	407	34.40%
502110	Health/Life Insurance	4,785	4,785	412	1,545	32.29%	1,563	-1.15%
502111	Medical In-Lieu Pay	2,700	2,700	208	1,080	40.00%	1,125	-4.00%
502115	Unemployment Insurance	805	805	-	-	0.00%	4	-100.00%
502120	Medicare/FICA	2,130	2,130	80	447	20.99%	317	41.01%
502130	Other Benefit Charges	1,925	1,925	23	106	5.51%	97	9.28%
602100	Special Dept Expense	4,000	4,000	362	1,901	47.53%	2,156	-11.83%
602110	Office Expense	1,000	1,000	87	253	25.30%	174	45.40%
603110	Building Maintenance	6,695	6,695	125	804	12.01%	2,018	-60.16%
612105	Vehicle Replacement Charge	395	395	33	165	41.77%	165	0.00%
702100	Furniture-Office	6,500	6,500	-	-	0.00%	-	**
5200	Community Center Operations	202,300	202,300	7,632	40,624	20.08%	31,512	28.92%
5300	Park Operations							
501110	Salaries-Regular	77,735	77,735	5,649	28,715	36.94%	26,922	6.66%
501115	Salaries-Overtime	-	-	648	1,089	**	1,591	-31.55%
501120	Salaries-Part Time	116,440	116,440	11,450	57,956	49.77%	40,514	43.05%

* = Actual data is reported through November.

Community Service - Bobadilla
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
5300	Park Operations, Continued							
502100	Retirement	17,635	17,635	1,405	7,106	40.29%	6,292	12.94%
502105	Workers Comp Insurance	2,840	2,840	315	1,595	56.16%	1,335	19.48%
502110	Health/Life Insurance	9,575	9,575	827	3,728	38.93%	3,603	3.47%
502111	Medical In-Lieu Pay	1,200	1,200	254	850	70.83%	600	41.67%
502115	Unemployment Insurance	1,125	1,125	20	216	19.20%	479	-54.91%
502120	Medicare/FICA	2,720	2,720	261	1,284	47.21%	1,010	27.13%
502130	Other Benefit Charges	2,655	2,655	55	282	10.62%	257	9.73%
602100	Special Dept Expense	4,000	4,000	-	129	3.23%	592	-78.21%
602110	Office Expense	3,000	3,000	96	177	5.90%	17	941.18%
5300	Park Operations	238,925	238,925	20,980	103,127	43.16%	83,212	23.93%
5400	Senior Citizens Programs							
501110	Salaries-Regular	18,195	18,195	1,199	6,648	36.54%	7,420	-10.40%
501115	Salaries-Overtime	-	-	-	-	**	74	-100.00%
501120	Salaries-Part Time	38,645	38,645	4,118	12,898	33.38%	10,016	28.77%
502100	Retirement	4,225	4,225	296	1,643	38.89%	1,734	-5.25%
502105	Workers Comp Insurance	830	830	98	360	43.37%	345	4.35%
502110	Health/Life Insurance	2,395	2,395	206	927	38.71%	1,058	-12.38%
502111	Medical In-Lieu Pay	-	-	115	522	**	500	4.40%
502115	Unemployment Insurance	320	320	-	-	0.00%	-	**
502120	Medicare/FICA	780	780	79	291	37.31%	261	11.49%
502130	Other Benefit Charges	770	770	13	65	8.44%	70	-7.14%
609200	Senior Citizen Program	1,200	1,200	254	438	36.50%	579	-24.35%
5400	Senior Citizens Programs	67,360	67,360	6,378	23,792	35.32%	22,057	7.87%

* = Actual data is reported through November.

Community Service - Bobadilla
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
5500	Recreation Programs							
602115	Postage	9,510	9,510	-	3,487	36.67%	3,047	14.44%
602150	Recreation Brochure Mailing	28,000	28,000	-	9,466	33.81%	7,521	25.86%
608150	Contractual Recreation Program	16,800	16,800	1,348	8,998	53.56%	5,078	77.20%
5500	Recreation Programs	54,310	54,310	1,348	21,951	40.42%	15,646	40.30%
TOTAL COMMUNITY SERVICES		\$ 1,289,790	\$ 1,289,275	\$ 82,045	\$ 479,533	37.19%	\$ 404,417	18.57%

* = Actual data is reported through November.

Transfers to Other Funds-Bannigan
November 2022 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
101	General Fund							
1600	Non-Departmental							
800250	Transfer to FACT Grant	\$ 46,470	\$ 46,470	\$ -	\$ 20,607	44.34%	\$ 7,125	189.22%
800251	Transfer to Senior Transportation Fund	11,045	11,045	611	3,653	33.07%	3,039	20.20%
800280	Transfer to SCP Maintenance Fund	59,200	59,200	4,933	24,667	41.67%	17,142	43.90%
800305	Transfer to Capital Projects Fund	180,000	209,000	-	-	0.00%	-	**
	TOTAL TRANSFERS OUT	\$ 296,715	\$ 325,715	\$ 5,544	\$ 48,927	15.02%	\$ 27,306	79.18%

* = Actual data is reported through November.

General Fund - Fund Balance Status

	General Fund (101)	Measure GG Transaction & Use Tax Fund (102)	Total
<u>Reserves as of June 30, 2022 (per City Reserve Policy):</u>			
Capital Improvement (A)	\$ 5,000,000		\$ 5,000,000
Economic Uncertainty (B)	5,700,000		5,700,000
Emergency Disaster Continuity (C)	2,900,000		2,900,000
Equipment and Maintenance (A)	150,000		150,000
Technology Equipment (A)	150,000		150,000
Subtotal	13,900,000	-	13,900,000
<u>Other Fund Balance Commitments:</u>			
Developer Contributions from Public Benefit Fees	1,377,796		1,377,796
Developer Contributions from Beautification Fees	190,000		190,000
Developer Contributions from Neighborhood Preservation Fees	88,500		88,500
Subtotal	1,656,296	-	1,656,296
Available Fund Balance (unreserved)	9,928,927	389,599	10,318,526
Total Discretionary Fund Balance as of June 30, 2022	25,485,223	389,599	25,874,822
Estimated increase (decrease) of fund balance during Fiscal Year 2022-23	75,310		75,310
Total Projected Discretionary Fund Balance as of June 30, 2023	\$ 25,560,533	\$ 389,599	\$ 25,950,132

Notes:

(A) - Flat amounts per Reserve Policy adopted on June 14, 2022 (City Resolution No. 2022-34).

(B) - Amount is equal to 20% of Fiscal Year 2022/23 operating expenditures budgeted in General Fund per Reserve Policy adopted on June 14, 2022 (City Resolution No. 2022-34).

(C) - Amount is equal to 10% of Fiscal Year 2022/23 operating expenditures budgeted in General Fund per Reserve Policy adopted on June 14, 2022 (City Resolution No. 2022-34).

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HOUSING AUTHORITY FUND (#285)
November 2022 Revenues and Expenditures (42% of year)

Account No.	Description	FY 2022/23		FY 2022/23			FY 2021/22 Actual *	% Change From Prior Year	
		Adopted Budget	Amended Budget	Activity During November	Year to Date Actual *	% of Budget			
REVENUES									
435100	Interest	\$ 25,000	\$ 25,000	\$ -	\$ 50,975	203.90%	\$ 8,025	535.20%	
435110	Unrealized Gains/Losses	-	-	58,709	32,856	**	(23,530)	-239.63%	
436140	Tina Way/Pacific Ave. Property Rent	560,000	560,000	56,466	282,355	50.42%	140,387	101.13%	
437135	Expense Reimbursement	1,000	1,000	-	-	0.00%	-	**	
437145	Sale Of Assets	-	-	-	-	**	606,902	-100.00%	
TOTAL REVENUES		\$ 586,000	\$ 586,000	\$ 115,175	\$ 366,186	62.49%	\$ 731,784	-49.96%	
ESTIMATED EXPENDITURES AND OTHER USES									
Salaries and Benefits									
501110	Salaries-Regular	145,820	145,820	11,061	53,367	36.60%	50,664	5.34%	
501115	Salaries-Overtime	-	-	12	28	**	204	-86.27%	
501120	Salaries-Part-Time	2,575	2,575	95	682	26.49%	905	-24.64%	
502100	Retirement	35,325	35,325	2,918	14,391	40.74%	13,115	9.73%	
502105	Workers' Compensation	2,205	2,205	205	994	45.08%	1,021	-2.64%	
502110	Health/Life Insurance	15,290	15,290	1,192	5,210	34.07%	5,173	0.72%	
502111	Medical in Lieu	450	450	7	121	26.89%	300	-59.67%	
502115	Unemployment Insurance	195	195	-	53	27.18%	-	100.00%	
502120	Medicare/FICA	2,035	2,035	149	722	35.48%	703	2.70%	
502130	Other Benefits	1,055	1,055	97	470	44.55%	446	5.38%	
Total-Salaries and Benefits		204,950	204,950	15,736	76,038	37.10%	72,531	4.84%	
Maintenance and Operations									
602110	Office Expense	1,000	1,000	-	-	0.00%	147	-100.00%	
602115	Postage	500	500	51	51	10.20%	14	264.29%	
602140	Materials and Supplies	5,000	5,000	164	802	16.04%	356	125.28%	
602145	Gas/Oil/Lube	-	-	-	-	**	20	-100.00%	
603120	Minor Repairs	15,000	15,000	-	-	0.00%	-	**	
604105	Utilities	50,000	50,000	70	17,897	35.79%	17,435	2.65%	
607100	Membership Dues	4,800	4,800	-	-	0.00%	-	**	
607110	Travel/Conference/Meetings	1,000	1,000	-	-	0.00%	-	**	

HOUSING AUTHORITY FUND (#285)
November 2022 Revenues and Expenditures (42% of year)

		FY 2022/23						
Account		FY 2022/23	FY 2022/23	Activity			FY 2021/22	% Change
No.	Description	Adopted	Amended	During	Year to Date		Actual *	From Prior
		Budget	Budget	November	Actual *	% of Budget		Year
Maintenance and Operations , Continued								
607115	Training	2,500	2,500	-	-	0.00%	-	**
608100	Contractual Services	24,000	24,000	1,355	7,527	31.36%	311,035	-97.58%
608105	Professional Services	530,500	530,500	45,546	69,337	13.07%	67,688	2.44%
610130	Tina Pacific Operating Expense (QMG)	-	-	10,310	64,965	**	-	100.00%
610131	Bad Debt Expense (QMG)	-	-	(2,420)	18,500	**	-	100.00%
610135	Relocation Assistance	40,000	40,000	2,787	12,708	31.77%	11,181	13.66%
610230	Navigation Center (North SPA)	50,000	50,000	-	-	0.00%	-	**
611110	O.C. Sanitation User Fee	21,500	21,500	-	19,484	90.62%	20,837	-6.49%
612135	Building Maintenance	75,000	75,000	-	-	0.00%	-	**
Total-Maintenance and Operations		820,800	820,800	57,863	211,271	25.74%	428,713	-50.72%
Allocated Charges								
612105	Vehicle Replacement Charge	5,805	5,805	484	2,419	41.67%	4,198	-42.38%
612115	Liability Insurance Charge	7,295	7,295	-	6,540	89.65%	13,345	-50.99%
612140	Information Technology Charge	18,215	18,215	1,518	7,590	41.67%	10,031	-24.33%
614205	Admin Overhead	21,580	21,580	2,339	10,485	48.59%	8,084	29.70%
Total-Allocated Charges		52,895	52,895	4,341	27,034	51.11%	35,658	-24.19%
Capital Outlay								
760100	Demolition/Condemnation	200,000	293,800	-	93,800	31.93%	-	100.00%
790100	Land Acquisition	-	2,500,000	2,500,000	2,500,000	100.00%	-	100.00%
Total-Capital Outlay		200,000	2,793,800	2,500,000	2,593,800	92.84%	-	100.00%
Transfers to Other Funds								
800101	Transfer to General Fund	-	-	-	-	**	890,000	-100.00%
Total-Transfers to Other Funds		-	-	-	-	**	890,000	-100.00%
TOTAL EXPENDITURES		\$ 1,278,645	\$ 3,872,445	\$ 2,577,940	\$ 2,908,143	75.10%	\$ 1,426,902	103.81%
REVENUES OVER (UNDER) EXPENDITURES		\$ (692,645)	\$ (3,286,445)	\$ (2,462,765)	\$ (2,541,957)		\$ (695,118)	

* = Actual data is reported through November

Housing Authority Fund (Fund 285) - Fund Balance Status

Available Fund Balance as of June 30, 2022	\$ 12,414,239
Estimated increase (decrease) of fund balance during Fiscal Year 2022-23	<u>(3,286,445)</u>
Projected Available Fund Balance as of June 30, 2023	<u><u>\$ 9,127,794</u></u>

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CITY OF STANTON
FY 2022/23
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2022 THROUGH NOVEMBER 30, 2022

Task Code	Description	Adopted Budget 2022/23	FY 2021/22 Budget Carryover	Other Budget Adjustments	Amended Budget 2022/23	YTD Actual 2022/23	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
Street Projects									
2022-101	Citywide Street Rehabilitation (FY 2021/22)	\$ -	\$ 1,846,245	\$ 81,330	\$ 1,927,575	\$ 1,885,735	\$ 40,769	99.9%	\$ 1,071
2022-102	Citywide Street Sign Replacement	-	149,490	-	149,490	-	-	0.0%	149,490
2023-101	Citywide Street Rehabilitation (FY 2022/23)	2,090,000	109,050	(81,330)	2,117,720	39,295	70,013	5.2%	2,008,412
2023-102	Greening Stanton	180,000	-	-	180,000	-	-	0.0%	180,000
2023-103	Catch Basin Connector Pipe Screen Installations (FY 2022/23)	70,000	-	-	70,000	66	-	0.1%	69,934
2023-104	Pavement Management Plan Update	-	-	26,196	26,196	-	26,196	100.0%	-
Total Street Projects		\$ 2,340,000	\$ 2,104,785	\$ 26,196	\$ 4,470,981	\$ 1,925,096	\$ 136,978	46.1%	\$ 2,408,907
Parks Projects									
2021-201	Park Master Plan	\$ -	\$ 174,620	\$ -	\$ 174,620	\$ 26,272	\$ 137,312	93.7%	\$ 11,036
2021-205	Dog Park	-	154,555	-	154,555	56,247	78,395	87.1%	19,913
2022-201	Family Resource Center Improvements (Phase 1)	182,600	391,140	-	573,740	5,191	20,370	4.5%	548,179
2022-203	Orangewood Parkette	850,000	78,885	-	928,885	12,005	47,226	6.4%	869,654
2022-204	Norm Ross Sports Park	-	7,691,060	-	7,691,060	16,348	624,800	8.3%	7,049,912
2022-205	Replace Shade Structure at Stanton Central Park	-	60,000	-	60,000	1,576	-	2.6%	58,424
2022-206	Premier Park Renovation	500,000	150,000	200,000	850,000	19,141	69,901	10.5%	760,958
2022-820	Stanton Park Adult Fitness Equipment	84,090	3,885	-	87,975	1,515	2,370	4.4%	84,090
2022-833	Stanton Park Refresh	-	-	410,000	410,000	-	-	0.0%	410,000
Total Parks Projects		\$ 1,616,690	\$ 8,704,145	\$ 610,000	\$ 10,930,835	\$ 138,295	\$ 980,374	10.2%	\$ 9,812,166
Sewer									
2022-301	Sewer Master Plan Update	\$ -	\$ 531,225	\$ -	\$ 531,225	\$ 3,939	\$ 477,149	90.6%	\$ 50,137
2023-301	Annual Sewer Rehabilitation (FY 2022/23)	550,000	-	-	550,000	-	-	0.0%	550,000
Total Sewer		\$ 550,000	\$ 531,225	\$ -	\$ 1,081,225	\$ 3,939	\$ 477,149	44.5%	\$ 600,137
Facilities									
2022-839	ADA Transition Plan	\$ -	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ 109,300	99.4%	\$ 700
Total Facilities		\$ -	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ 109,300	99.4%	\$ 700
GRAND TOTAL		\$ 4,506,690	\$ 11,340,155	\$ 746,196	\$ 16,593,041	\$ 2,067,330	\$ 1,703,801	22.7%	\$ 12,821,910

CITY OF STANTON
FY 2022/23
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2022 THROUGH NOVEMBER 30, 2022

Task Code	Description	Adopted Budget 2022/23	FY 2021/22 Budget Carryover	Other Budget Adjustments	Amended Budget 2022/23	YTD Actual 2022/23	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
Funding Source									
101	General Fund	\$ 180,000	\$ 32,885	\$ -	\$ 212,885	\$ 1,515	\$ 31,370	15.4%	\$ 180,000
211	Gas Tax Fund	27,763	276,920	46,196	350,879	5,606	57,265	17.9%	288,008
215	RMRA Fund	1,011,998	1,109,895	-	2,121,893	1,109,895	-	52.3%	1,011,998
220	Measure M Turnback Fund	1,064,239	656,040	-	1,720,279	776,665	70,013	49.2%	873,601
222	CDBG Grant Fund	-	350,000	-	350,000	-	-	0.0%	350,000
227	Other Grants Fund	1,107,976	7,691,060	-	8,799,036	16,348	624,800	7.3%	8,157,888
257	ARPA Fund	-	174,620	700,000	874,620	26,272	227,312	29.0%	621,036
305	Capital Projects Fund (Reserves)	31,000	92,930	-	123,930	34,506	-	27.8%	89,424
310	Park In-Lieu Fund	533,714	424,580	-	958,294	92,584	215,892	32.2%	649,818
501	Sewer Maintenance Fund	405,000	531,225	-	936,225	3,939	477,149	51.4%	455,137
502	Sewer Capital Improvement Fund	145,000	-	-	145,000	-	-	0.0%	145,000
GRAND TOTAL		\$ 4,506,690	\$ 11,340,155	\$ 746,196	\$ 16,593,041	\$ 2,067,330	\$ 1,703,801	22.7%	\$ 12,821,910



MEETING DATES 2023

City of Stanton | 7800 Katella Avenue, Stanton, CA 90680 | StantonCA.gov

Item: 6G

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CITY COUNCIL	PLANNING COMMISSION	PARKS & RECREATION COMMISSION	PUBLIC SAFETY COMMITTEE
2 nd & 4 th Tuesday 6:30 P.M.	1 st & 3 rd Wednesday 6:30 P.M.	3 rd Monday 5:30 P.M.	4 th Wednesday (Meets Quarterly) 6:00 P.M.
January 10	January 4	January 16 (Holiday-TBD)	January 25
January 24	January 18		
February 14	February 1	February 20 (Holiday-TBD)	April 26
February 28	February 15		
March 14	March 1	March 20	July 26
March 28	March 15		
April 11	April 5	April 17	October 25
April 25	April 19		
May 9	May 3	May 15	
May 23	May 17		
June 13	June 7	June 19	
June 27	June 21		
July 11	July 5	July 17	
July 25	July 19		
- DARK - SUMMER RECESS	August 2	August 21	
August 22	August 16		
September 12	September 6	September 18	
September 26	September 20		
October 10	October 4	October 16	
October 24	October 18		
November 14	November 1	November 20	
November 28	November 15		
December 12	December 6	December 18	
	December 20		

****City Council Study Sessions: when scheduled, are held on the 3rd Tuesday of the month****

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 10, 2023

SUBJECT: WORKFORCE INNOVATION AND OPPORTUNITY ACT

REPORT IN BRIEF:

The City has an opportunity to participate in the federal Workforce Innovation and Opportunity Act (WIOA) through a partnership with the County of Orange – OC Community Services Workforce & Economic Development to host paid interns.

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. Authorize the City Manager to execute any necessary documents to participate in the WIOA Program through a partnership with the County of Orange – OC Community Services Workforce & Economic Development.

BACKGROUND:

The federal WIOA offers a comprehensive range of workforce development activities to help job seekers and workers access employment, education, training, and support services to succeed in the labor market. Workforce development activities benefit communities by supporting job seekers, dislocated workers, youth, incumbent workers, new entrants to the workforce, veterans, and persons with disabilities to contribute to a community’s overall economic development and vitality. WIOA programs are anticipated to receive \$10 billion in annual training and education funding to serve approximately 20 million Americans each year.

ANALYSIS AND JUSTIFICATION:

The County of Orange – OC Community Services Workforce & Economic Development Department offers access to the WIOA Youth Program. Under Title I of the Workforce Innovation and Opportunity Act of 2014, the WIOA Youth program provides funding to deliver comprehensive youth services that focus on assisting out-of-school youth and in-school youth, with one or more barriers to employment, to prepare for employment and postsecondary education opportunities; attain educational and/or skills training credentials; and secure employment with career/promotional opportunities.

One of the components of the WIOA Youth Program is paid work experiences, including internships and on-the-job training. In partnering with the County, the City would have the opportunity to participate in the WIOA Youth program at no cost. The County would utilize federal funds to cover payroll and workers compensation costs to place paid interns at the City for up to 12 weeks per internship. The City would benefit from extra human resources, while the WIOA participants would benefit from mentoring, skills training, and paid work experience.

The eligible population to participate in the WIOA Youth Program is defined as follows:

Out-Of-School Youth

An individual who is:

- (a) Not attending any school;
- (b) Not younger than age 16 or older than age 24 at time of enrollment; and
- (c) One or more of the following:
 - (1) A school dropout;
 - (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;
 - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
 - (4) An offender;
 - (5) A homeless individual, a homeless child or youth, or a runaway;
 - (6) An individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
 - (7) An individual who is pregnant or parenting;
 - (8) An individual with a disability; or
 - (9) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

In-School Youth

An individual who is:

- (a) Attending school, including secondary and postsecondary school;
- (b) Not younger than age 14 or (unless an individual with a disability who is attending school) older than age 21 at time of enrollment;
- (c) A low-income individual; and
- (d) One or more of the following:
 - (1) Basic skills deficient;
 - (2) An English language learner;
 - (3) An offender;
 - (4) A homeless individual, a homeless child or youth, or a runaway;
 - (5) An individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
 - (6) An individual who is pregnant or parenting;
 - (7) An individual with a disability; or
 - (8) An individual who requires additional assistance to complete an educational program or to secure or hold employment.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action. If the City is able to successfully match with a WIOA Youth Program candidate, the County of Orange will utilize WIOA funds to cover all costs associated with payroll and workers compensation.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), this item is not subject to 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).

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. 6 – Maintain and promote a responsive, high quality and transparent government.

Prepared by: Hannah Shin-Heydorn, City Manager

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. WIOA Program Fact Sheet
- B. WIOA Fact Sheet
- C. WIOA Youth Fact Sheet
- D. Work Based Learning Fact Sheet

FACT SHEET



WORKFORCE INNOVATION AND OPPORTUNITY ACT

The federal Workforce Innovation and Opportunity Act (WIOA) offers a comprehensive range of workforce development activities to help job seekers and workers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.

Available workforce development activities provided in local communities can benefit job seekers, dislocated workers, youth, incumbent workers, new entrants to the workforce, veterans, persons with disabilities, and employers.

The purpose of these activities is to promote an increase in the employment, job retention, earnings, and occupational skills of participants. This, in turn, improves the quality of the workforce, reduces welfare dependency, and improves the productivity and competitiveness of the nation. California will receive approximately \$420 million from the federal government in Program Year 2016-17 to provide services for adults, dislocated workers, and youth.

Available Services

Title I of WIOA authorizes services for youth, adults, and dislocated workers.

Eligible youth must be 14 to 24 years of age and face one or more specified barriers to employment. The youth program emphasizes the attainment of basic skills competencies, enhances opportunities for academic and occupational training, and provides exposure to the job market and employment. Activities may include instruction leading to completion of secondary school, tutoring, internships, job shadowing, work experience, adult mentoring, financial literacy education, entrepreneurial skills training, supportive services, and comprehensive guidance and counseling. The program emphasizes services for out-of-school youth.

Eligible adults must be age 18 or older. Eligible dislocated workers are generally individuals who have been terminated from their last employment and are unlikely to return to their previous industry or occupation. Displaced homemakers, self-employed individuals, and the spouse of a member of the Armed Forces on active duty may also qualify for dislocated worker services. Adults and dislocated workers are provided with employment related-services, training, education, and other programs and services through locally based America's Job Center of CaliforniaSM (AJCC) locations. While WIOA requires AJCCs to provide specific services, Local Workforce Development Areas (Local Areas) may design programs and provide services that reflect the unique needs of their area. AJCCs use varied strategies in providing the appropriate services to meet the needs of their customers:

- **Basic Career Services** may include eligibility determinations, labor market information, initial assessment of skill levels, and job search and placement assistance.
- **Individualized Career Services** may include comprehensive and specialized assessments, diagnostic testing, in-depth interviewing and evaluation, individual or group counseling, career planning, and workforce preparation activities.
- **Training Services** may include occupational skills training, on-the-job training, and incumbent worker training. Individual Training Accounts are established to finance training from an approved list of eligible providers.

Administration of WIOA

The Governor appointed the California Workforce Development Board (State Board) which consists primarily of representatives from businesses, labor organizations, educational institutions, and community organizations. The State Board assists the Governor in designing a statewide plan and establishing appropriate program policy.

Furthermore, each of the state's 46 Local Areas administer WIOA services as designated by the Governor. Factors that are considered in designating these Local Areas include geographic location, population, as well as the existing labor market areas and regional economic development areas in the state.

The Chief Elected Official (CEO) of each Local Area appoints a Local Workforce Development Board (Local Board) with a local membership similar to the State Board. The Local Board develops and implements strategies for meeting the employment and skill needs of workers, job seekers, and employers. The Local Board is responsible for meeting the established local performance accountability outcomes, and selects service providers for adult, dislocated worker, and youth programs.

Benefits of WIOA

Services provided by WIOA at the local level offer a variety of benefits to both program participants and the communities in which they reside:

- **Job Seekers**

- Advice, guidance, and assistance with career planning.
- Access to labor market employment statistics information, job search, and placement assistance.
- Opportunity for skills upgrade through education and training.

- **Youth**

- Assistance with completion of a high school diploma or its equivalent.
- Leadership development opportunities, including paid or unpaid work experience.
- Potential for higher wages and increased self-sufficiency as a result of education and training.

- **Employers**

- Job-seekers trained to meet employer's local labor needs.
- Training and skills upgrades for existing full-time employees.
- Layoff aversion and rapid response employment and training services for dislocated workers.

- **Community**

- Services tailored to meet specific Local Area workforce needs.
- Improved workforce quality and increased job placement rates.
- Reduced dependence on public assistance and unemployment compensation benefits.

For more information on the Employment Development Department's programs and services, visit our website at www.edd.ca.gov, or contact the Workforce Services Division at 916-654-7799.

The EDD is an equal opportunity employer/program.
Auxiliary aids and services are available upon request to individuals with disabilities.

The Workforce Innovation and Opportunity Act

Final Rules

WIOA Works for America

Our nation's workforce development system provides critical support and services to workers who want to develop the necessary skills for a good job and to employers who need skilled workers to compete. The enactment of the Workforce Innovation and Opportunity Act (WIOA) by bipartisan majorities in Congress revitalized and transformed the public workforce system so that it reflects the realities of the 21st century economy and meets the needs of job-seekers, workers, and employers. The WIOA Final Rules include reforms that will affect more than a dozen programs receiving \$10 billion in annual training and education funding and programs that serve approximately 20 million Americans each year.

The Departments of Education and Labor, in close collaboration with the Departments of Health and Human Services, Agriculture, and Housing and Urban Development, have provided leadership in the implementation of WIOA. The WIOA Final Rules, made publicly available on June 30, 2016, enable the workforce development system to more efficiently and effectively provide career pathways to Americans of all walks of life and a talented pool of workers for businesses of all sizes, which are vital to shared prosperity and a growing U.S. economy.

WIOA WORKS FOR WORKERS AND JOB SEEKERS

Prior to the enactment of WIOA, individuals who needed job training or education often had difficulty navigating across agency lines to assemble an effective training and employment plan. The WIOA Final Rules improve coordination between and among agencies so that workers and job seekers have more seamless access to a system of high-quality career services, education, and training through the one-stop service delivery system, known as the American Job Centers, and partners. The WIOA Final Rules also ensure the measurement and public reporting of the performance of education and training providers so that those seeking services can have access to provider performance information that will help them make informed choices about which training or education programs to pursue. Customers will also have information to better inform their choices when selecting training programs.

WIOA WORKS FOR EMPLOYERS

Under the WIOA Final Rules, businesses will inform and guide the workforce system, ensuring that services are well aligned with their workforce needs. Workforce boards implement industry or sector partnerships and use high-quality worker training, including proven strategies such as apprenticeship, to ensure businesses have a pipeline of skilled workers.

Additionally, under WIOA, the Administration will implement the performance measure geared specifically on how well the workforce development system is serving businesses. Given the need to determine which performance measure will be most meaningful for assessing strong service to employers, the Joint Final Rule proposes a set of State pilots to test three different measures; including employee retention with the same employer, market penetration, and repeat business.

WIOA WORKS FOR COMMUNITIES

Meeting workforce needs is critical to economic growth through partnerships at the State, regional, and local levels. WIOA promotes alignment of workforce development programs with regional economic development strategies to meet the needs of a wide range of employers and to enhance community development. WIOA also places a greater



The Workforce Innovation and Opportunity Act

emphasis on reemployment, requiring rapid response activity at the State level, including layoff aversion activities to help employers better manage reductions in force.

WIOA WORKS FOR GOVERNMENT

A key part of the WIOA vision is making government more efficient so that it more effectively serves the public through a comprehensive, integrated, and streamlined system. The WIOA Final Rules implement that vision by streamlining programs across Federal agencies, co-locating services at the State and local levels, requiring unified and integrated planning at the state level, providing for robust program evaluation, introducing strong common performance metrics to the system, and improving accountability and transparency, ensuring investments are evidence-based and data-driven.

WIOA WORKS FOR EVERYONE

The WIOA Final Rules improve access to education and workforce services for individuals with significant barriers to employment—some veterans, individuals with disabilities, out-of-school and at-risk youth, and other populations—to help ensure that everyone has an opportunity to get a good job. Performance measurement also will take into account differences in the populations served to remove any disincentives to serving those who need the most help.



Workforce Innovation and Opportunity Act

WIOA Youth Program

Program Description: Under Title I of the Workforce Innovation and Opportunity Act of 2014, the WIOA Youth program provides funds to states and outlying areas. States provide local workforce development areas resources to deliver comprehensive youth services that focus on assisting out-of-school youth and in-school youth, with one or more barriers to employment, prepare for employment and postsecondary education opportunities; attain educational and/or skills training credentials; and secure employment with career/promotional opportunities.

Services: The WIOA Youth program includes the following program elements: tutoring; alternative secondary school services; paid and unpaid work experiences, which include: summer and year round employment opportunities, pre-apprenticeship programs, internships and job shadowing, and on-the-job training; occupational skill training; education offered concurrently with workforce preparation and training; leadership development opportunities; supportive services; mentoring; follow-up services; comprehensive guidance and counseling; financial literacy education; entrepreneurial skills training; services that provide labor market and employment information; and postsecondary education and training preparation activities.

Eligibility/Target Population: Out-of-school youth (OSY) and in-school youth (ISY)

An OSY is an individual who is:

- (a) Not attending any school (as defined under State law);
- (b) Not younger than age 16 or older than age 24 at time of enrollment; and
- (c) One or more of the following:
 - (1) A school dropout;
 - (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;
 - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
 - (4) An offender;
 - (5) A homeless individual, a homeless child or youth, or a runaway;
 - (6) An individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
 - (7) An individual who is pregnant or parenting;
 - (8) An individual with a disability; or
 - (9) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

An ISY is an individual who is:

- (a) Attending school (as defined by State law), including secondary and postsecondary school;
- (b) Not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21 at time of enrollment;
- (c) A low-income individual; and
- (d) One or more of the following:
 - (1) Basic skills deficient;
 - (2) An English language learner;



Workforce Innovation and Opportunity Act

- (3) An offender;
- (4) A homeless individual, a homeless child or youth, or a runaway;
- (5) An individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
- (6) An individual who is pregnant or parenting;
- (7) An individual with a disability; or
- (8) An individual who requires additional assistance to complete an educational program or to secure or hold employment.

Priorities: *Out-of-School Youth* – A minimum of 75 percent of the Youth funds allocated to States and local areas, except for the local area expenditures for administration, must be used to provide services to OSY.

Work Experience – Not less than 20 percent of Youth funds allocated to the local area, except for the local area expenditures for administration, must be used to provide paid and unpaid work experiences.

Focus on Partnering – Co-enrollment encouraged where appropriate with Titles II and IV.

Allotments: The allotment is based on formula provisions including three factors: (1) the number of unemployed in areas of substantial unemployment; (2) the number of excess unemployed individuals; and (3) the number of economically disadvantaged youth.

WIOA Youth Appropriation by Program Year

PY 2021	\$921,130,000
PY 2020	\$913,130,000
PY 2019	\$903,416,000

WIOA Youth Results for PY 2019

- 137,289* youth participants served
- Employment, education, or training during the 2nd quarter after exit: 73.1%
- Employment, education, or training during the 4th quarter after exit: 73.4%
- Median earnings during the 2nd quarter after exit: \$3,518
- Credential Attainment Rate: 63.4%
- Measurable Skill Gains: 47.1%
- Effectiveness in serving employers (system-wide measure, not program specific)

*Participant served numbers for PY 2019 were lower than previous years due to impact from COVID-19



WIOA Desk Reference

Work-Based Learning Overview

Types of Work Based Learning

APPRENTICESHIP

Apprenticeship is an employer-driven, “earn while you learn” model that combines on-the-job training (OJT) with job-related instruction in curricula tied to the attainment of industry-recognized skills standards. The employer typically provides OJT only, but in some cases may also provide RTI. WIOA funds may be used to support the classroom instruction as well as the OJT component. WIOA funds may also be used to provide supportive services to participants that help them succeed in apprenticeship programs.

DOL recognizes two types of apprenticeship programs:

- ◆ Registered Apprenticeship Programs (RAPs), and
- ◆ Industry Recognized Apprenticeship Programs (IRAPs).

A key distinction between RAPs and IRAPS relates to the state list of Eligible Training Providers (ETPs), as WIOA grants RAPs automatic eligibility for the ETP list and exempts RAPs from ETP reporting requirements. IRAPs are not automatically eligible and may be added to state ETP lists by following the application procedures that all other providers must follow.

Target Populations – Youth, adults and dislocated workers, veterans in receipt of the GI Bill, unemployed workers (including long-term unemployed), underemployed workers, and incumbent workers.

PRE-APPRENTICESHIP PROGRAMS

A pre-apprenticeship is a program designed to prepare individuals to enter and succeed in a registered apprenticeship program, which includes:

- ◆ Training and curriculum that aligns with the skill needs of employers in the economy of the State or region;
- ◆ Access to educational and career counseling, and other supportive services;
- ◆ Hands-on, learning activities connected to education and training activities, such as exploring career options and understanding how skills acquired through coursework can be applied to a future career
- ◆ Opportunities to attain at least one industry-recognized credential; and
- ◆ A partnership with one or more registered apprenticeship programs that assists in placing individuals who complete the pre-apprenticeship into a registered apprenticeship program

Target Populations – Youth and adults with barriers to employment who are identified to need certain skills or credentials in order to successfully enter into a registered apprenticeship program, dislocated workers transitioning to new industries or occupations in need of new skills, other eligible individuals identified by case managers as likely to succeed and have an interest in registered apprenticeship programs.

WORK EXPERIENCE AND INTERNSHIPS

Work experiences or internships are planned, structured learning experiences that takes place in a workplace for a limited period of time. Work experiences or internships may be paid or unpaid, as appropriate and consistent with other laws, such as the Fair Labor Standards Act. Work experiences or internships may be within the private for-profit sector, the non-profit sector, or the public sector. For youth, work experiences may also include:

- ◆ Pre-apprenticeship programs;
- ◆ Summer employment and other employment activities available throughout the school year;
- ◆ Internships and job shadowing; and
- ◆ On-the-job Training



WIOA Desk Reference

Target Populations – Youth/adults with barriers to employment who have limited labor market experience, dislocated workers needing exposure to new industries/occupations, unemployed workers, underemployed workers, long-term unemployed workers, and other populations determined appropriate by case manager.

TRANSITIONAL JOBS

Transitional jobs are a type of work-experience local boards may provide under WIOA, and are considered an individualized career service. Transitional jobs are time-limited and wage-paid work experiences that can be subsidized up to 100 percent. These jobs are in the public, private, or nonprofit sectors.

Target Populations – Adults and dislocated workers with barriers to employment who are chronically unemployed or have an inconsistent work history.

ON-THE-JOB TRAINING (OJT)

OJT provides reimbursements to employers to help compensate for the costs associated with skills upgrade training for newly hired employees and the lost production of current employees providing the training (including management staff). OJT training can assist employers who are looking to expand their businesses and who need additional staff trained with specialized skills. OJT employers may receive up to 50% reimbursement of the wage rate (in certain circumstances up to 75%) of OJT trainees to help defray personnel training costs. Under some programs, such as those funded by H-1B fees, OJT reimbursement may be as high as 90%, depending on employer size.

Target Populations – Adults and dislocated workers in need of new employer-based skills, individuals with barriers to employment including: unemployed workers (including long-term unemployed), underemployed workers, and older/out-school-youth.

CUSTOMIZED TRAINING

Customized training is designed to meet the specific requirements of an employer or group of employers with the commitment that the business or businesses employ an individual(s) upon successful completion of the training. In most instances, the business must pay for a significant portion of the cost of training, as determined by the Local Workforce Development Board (WDB).

Target Populations – Adults and dislocated workers with barriers to employment needing industry or occupational skills, unemployed workers (including long-term unemployed), underemployed workers, and employed workers.

INCUMBENT WORKER TRAINING

Incumbent Worker training is designed to meet the needs of an employer or group of employers to retain a skilled workforce or avert layoffs. Incumbent Worker training can be used to either:

- ◆ Help avert potential layoffs of employees; or
- ◆ Obtain the skills necessary to retain employment, such as increasing the skill levels of employees so they can be promoted within the company and create backfill opportunities for new or less-skilled employees.

Unlike other trainings, employers, instead of individuals, must meet the local eligibility criteria to receive funds for training their workforce. In most circumstances, incumbent workers being trained must have been employed with the company for at least six months. Employers who receive these funds are required to meet requirements for providing the non-federal share of the cost of the training.

Target Populations – Businesses and employers who meet local eligibility criteria to receive incumbent worker training funds and who need to provide training to their current workforce to meet new or changing business needs.



CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 10, 2023

SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) (CDBG-CV3) RESOLUTION AND APPROPRIATION OF FUNDS (TASK CODE 2023-603)

REPORT IN BRIEF:

On September 15, 2022, the Orange County Community Resources Department Housing and Community Development (OCCR/HCD) identified a subset of Orange County cities that had successfully spent previously allocated CDBG-CV funds. After identifying a remaining balance of CDBG-CV3 funding to be spent by August 2023, OCCR/HCD issued a request to determine if these same cities were able to utilize additional funding. At its meeting of November 8, 2022, the Orange County Board of Supervisors approved a solicitation of services. In response, staff is proposing the Stanton Family Resource Center Improvement Project. The Orange County Board of Supervisors will consider award of a contract at its meeting of January 24, 2023. In response to the accelerated timeline to expend the funds, in anticipation of Board approval of award, staff is requesting the City Council review and authorize Resolution No. 202301 authorizing the City Manager to execute the agreement, contract and other documents to accept and participate in CDBG-CV3 funding. Lastly, staff recommends the City Council appropriate \$500,000 in the City's Capital Projects Fund (#305) for the Stanton Community Center Improvements Project (Task Code 2023-603).

RECOMMENDED ACTION:

1. City Council declare that this project is not subject to the California Environmental Quality Act (CEQA) because it is not a "project" as defined by CEQA; and
2. Approve Resolution No. 2023-01 authorizing the City Manager to execute the agreement, contract and other documents required by the Orange County Community Resources Department for participation in the CDBG-CV3 program on behalf of the City Council, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO APPROVE THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT – CARES PROGRAM (CDBG-CV3) WITH THE COUNTY OF ORANGE"; and

3. Appropriate \$500,000 in the City's Capital Projects Fund (#305) for the Stanton Community Center Improvement Project.

BACKGROUND:

Each year the County of Orange receives funding from the U.S. Department of Housing and Urban Development (HUD) for assistance to low- and moderate-income households through the CDBG program. The County distributes these funds to non-entitlement cities with populations of less than 50,000 residents. The funds are to be used for physical improvements to those areas of the City where at least 43 percent of the population qualify for low- and moderate-income assistance and support programs.

The CARES Act provided extra CDBG funds specifically targeted to prevent, prepare for, and respond to coronavirus. The CDBG-CV3 program is a subsidiary of the CDBG program to provide relief to eligible entities due to hardship caused by COVID-19.

ANALYSIS/JUSTIFICATION:

Staff is recommending that the City Council review and approve the proposed project and funding for the Stanton Community Center Improvement Project. The proposed project requests \$500,000 in CDBG-CV funds.

- Stanton Community Center Improvement Project

The City will use CDBG-CV funds to improve the HVAC system and install a permanent backup generator at the Stanton Community Center so that families and seniors can have full access to the Community Center to prepare, protect, and respond to the Coronavirus pandemic.

Per the United States Environmental Protection Agency (<https://www.epa.gov/coronavirus/air-cleaners-hvac-filters-and-coronavirus-covid-19>):

When used properly, air cleaners and HVAC filters can help reduce airborne contaminants included viruses in a building or small space. By itself, air cleaning or filtration is not enough to protect people from COVID-19. When used along with other best practices recommended by the CDC and other public health agencies, filtration can be part of a plan to reduce the potential for airborne transmission of COVID-19 indoors.

Generators are considered emergency equipment that provide a secondary source of power when there is an electric failure. Installation of a permanent generator would bolster the City's ability to deliver essential services to the public during emergencies, including during COVID-19. Public facilities, such as the Stanton Community Center, play critical roles in providing shelter, electricity, internet access and other services to the public during emergencies.

The project would serve all visitors, the immediate neighborhood adjacent, and a target population including children, families, seniors, anyone experiencing or at-risk of homelessness, persons with disabilities, and veterans.

FISCAL IMPACT:

There is no matching requirement for this grant. Staff is recommending the City appropriate \$500,000 in the Capital Projects Fund (#305) for the Stanton Community Center Improvements Project (Task Code 2023-603). This appropriation will be offset by the CDBG-CV3 grant funds. As a result, there is no impact to the available fund balance in the City's Capital Projects Fund.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA) the project has been determined to be categorically exempt under Section 15301, Class 1 and Section 15332 Class 32.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S):

Obj. 5: Provide a high quality of life.

Obj. 6: Maintain and promote a responsive, high-quality, and transparent government.

PUBLIC NOTIFICATION:

Public notice for this item was made through the regular agenda process and posted in three public places.

Prepared by:	Zenia Bobadilla, Community Services Director
Reviewed by:	Cesar Rangel, Public Works Director
Fiscal Impact Reviewed by:	Michelle Bannigan, Finance Director
Approved by:	Hannah Shin-Heydorn, City Manager

Attachments:

A. Resolution No. 2023-01

B. Contract # 012-23010767-CV Between County of Orange and City of Stanton

RESOLUTION NO. 2023-01**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA TO APPROVE THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – CARES PROGRAM (CDBG-CV3) WITH THE COUNTY OF ORANGE**

WHEREAS, The County of Orange identified a subset of Orange County cities that had successfully spent previously allocated CDBG-CV funds and issued a request to determine if these same cities were able to utilize additional funding as part of CDBG-CV3; and

WHEREAS, the CDBG Program is a federally funded program administered by the Housing and Urban Development Department (HUD) through grants to forty-nine States; and

WHEREAS, the CDBG Program is designed to assist local jurisdictions with projects such as the construction or reconstruction of streets, sewer and storm drain, neighborhood centers, recreation facilities, and with the rehabilitation of public and private buildings; and

WHEREAS, the CARES Act provided extra CDBG funds specifically targeted to prevent, prepare for, and respond to coronavirus; and

WHEREAS, the CDBG-CV3 program is a subsidiary of the CDBG program to provide relief to eligible entities due to hardship caused by COVID-19; and

WHEREAS, The City of Stanton desires to accept the award of CDBG-CV3 funds and authorizes the execution of the necessary agreements, contracts and amendments and other corresponding documentation to accept the CDBG-CV3 funds.

NOW, THEREFORE, THE CITY OF STANTON, HEREBY, RESOLVES, AND ORDERS AS FOLLOWS:

1. The City of Stanton hereby accepts the award of CDBG-CV3 funds through the County's Urban Counties Program, which will be used to support the City of Stanton's Public Facilities & Improvements Stanton Community Center Improvement Project.
2. The City of Stanton authorizes the City Manager or his/her designee to execute, for and on behalf of the City of Stanton, the necessary agreements(s) and/or any other documents or instruments required by the County and/or the United States Department of Housing and Urban Development for participation in the Urban Counties Program and/or for acceptance of the CDBG-CV3 funds.

ADOPTED, SIGNED AND APPROVED this 10th day of January, 2023.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, 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. 2023-01 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 January 10, 2023 and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK



CONTRACT # 012-23010767-CV

FOR

CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITIES (CARES) ACT, H.R.748
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC FACILITIES & IMPROVEMENTS
CITY OF STANTON COMMUNITY CENTER IMPROVEMENTS

BETWEEN

COUNTY OF ORANGE

AND

CITY OF STANTON

<u>CFDA#</u>	<u>FAIN#</u>	<u>PROGRAM/SERVICE TITLE</u>	<u>FUNDING AGENCY</u>
14.218	Pending	Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748 Community Development Block Grant (CDBG)/Housing Rehabilitation, Public Facilities & Improvements, and Public Services	U.S. Housing & Urban Development (HUD)

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Attachment C - Budget Schedule
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Attachment E- Performance Standards

EXHIBITS

Exhibit 1– OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Debarment and Suspension Certificate
Exhibit 4 – Disclosure Form to Report Lobbying
Exhibit 5 - Lobbying Certification

Contract # 012-23010767-CV
with
City of Stanton
for
Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748
Community Development Block Grant
Public Facilities & Improvements City of Stanton Community Center Improvements

This Contract # 012-23010767-CV for Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748 / Community Development Block Grant / Public Facilities & Improvements/ City of Stanton Community Center Improvements(hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County" and City of Stanton, D-U-N-S 096892401 and UEI# P5N5EKP9DD46, a California Municipality, with a place of business at 7800 Katella Ave., Stanton, CA 90680 (hereinafter referred to as "Subrecipient"), with County and Subrecipient sometimes referred to as "party" or collectively as "parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Services
- Attachment B – Payment/Compensation
- Attachment C – Budget Schedule
- Attachment D – Staffing Plan
- Attachment E- Performance Standards
- Exhibit 1– OC Community Resources Contract Reimbursement Policy
- Exhibit 2 – Drug Free Workplace Certification
- Exhibit 3 – Debarment and Suspension Certificate
- Exhibit 4 – Disclosure Form to Report Lobbying
- Exhibit 5 – Certification Regarding Lobbying

RECITALS

WHEREAS, Subrecipient and County are entering into this Contract for Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748 / Community Development Block Grant / Public Facilities & Improvements/ City of Stanton Community Center Improvements under a cost reimbursement Contract; and

WHEREAS, County solicited, under Agenda Staff Report approved by the Board of Supervisors of Orange County on November 8, 2022, this Contract for services as set forth herein, and Subrecipient represented that it is qualified to provide Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748 / Community Development Block Grant / Public

Facilities & Improvements/ City of Stanton Community Center Improvements to the County as further set forth here; and

WHEREAS, Subrecipient agrees to provide Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748 / Community Development Block Grant / Public Facilities & Improvements/ City of Stanton Community Center Improvements to the County as further set forth in the Scope of Service, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Subrecipient based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Subrecipient agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

WHEREAS, Subrecipient agrees to provide staff set forth in Staffing Plan, attached hereto as Attachment D; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748 / Community Development Block Grant / Public Facilities & Improvements/ City of Stanton Community Center Improvements with the Subrecipient to carry out certain program services and activities;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract 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 Contract, 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 adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Contract Administrator.
- C. **Amendments:** No alteration or variation of the terms of this Contract 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 County unless authorized by County in writing.
- D. **Intentionally left blank**
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed Scope of Services. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Subrecipient's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Intentionally left blank:**
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Subrecipient shall be solely responsible for clearing the right

to use any patented or copyrighted materials in the performance of this Contract. Subrecipient warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Subrecipient agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Subrecipient without the express written consent of County. Any attempt by Subrecipient to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Subrecipient agrees that it 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. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Subrecipient. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract 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.
- M. **Independent Subrecipient:** Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Subrecipient shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services

furnished by the Subrecipient under this Contract. Subrecipient shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Subrecipient shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

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

Subrecipient shall ensure that all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall be covered under Subrecipient's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Subrecipient. Subrecipient shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Subrecipient under this Contract. It is the obligation of Subrecipient 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 Subrecipient through the entirety of this Contract 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 Subrecipient's current audited financial report. If Subrecipient's SIR is approved, Subrecipient, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, 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 Subrecipient's, its agents, employee's or subcontractor's performance of this Contract, Subrecipient shall defend the County at its sole cost and expense with counsel approved by Board of supervisors against same; and
- 2) Subrecipient'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 Subrecipient's SIR provision shall be interpreted as though the Subrecipient was an insurer and the County was the insured.

If the Subrecipient fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

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 Subrecipient 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
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence
Employee Dishonesty	\$100,000 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 Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Subrecipient'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 Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Subrecipient 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 Contract, upon which the County may suspend or terminate this Contract.

If Subrecipient's Professional Liability and Network Security & Privacy Liability are "Claims-Made" policy(ies), Subrecipient shall agree to maintain coverage for two (2) years following the completion of the Contract.

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 Subrecipient fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Subrecipient to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. 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 Subrecipient in writing of changes in the insurance requirements. If Subrecipient 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 Contract may be in breach without further notice to Subrecipient, 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 Subrecipient's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Subrecipient shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interest:** Subrecipient agrees that if there is a change or transfer in ownership of Subrecipient's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Subrecipient's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Subrecipient has the duty to notify the County in writing of any change in the Subrecipient's status with respect to name changes that do not require an assignment of the Contract. The Subrecipient is also obligated to notify the County in writing if the Subrecipient becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Subrecipient's performance under the Contract, as well as any potential conflicts of interest between Subrecipient and County that may arise prior to or during the period of Contract performance. While Subrecipient will be required to provide this information without prompting from the County any time there is a change in Subrecipient's name, conflict of interest or litigation status, Subrecipient must also

provide an update to the County of its status in these areas whenever requested by the County.

The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Subrecipient, this obligation shall apply to the Subrecipient's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Subrecipient's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Subrecipient shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Subrecipient gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.
- S. **Confidentiality:** Subrecipient agrees to maintain the confidentiality of all County and County-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 Contract. All such records and information shall be considered confidential and kept confidential by Subrecipient and Subrecipient's staff, agents and employees.
- T. **Compliance with Laws:** Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient'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. Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Subrecipient agrees that it shall defend, indemnify and hold County and County Indemnitees (defined below) harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract 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.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In

addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- Y. **Employee Eligibility Verification:** The Subrecipient 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 Subrecipient 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 Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or the County or County Indemnitees, any combination of the three 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.
- Z. **Indemnification:** Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Subrecipient pursuant to this Contract. If judgment is entered against Subrecipient and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Subrecipient and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Subrecipient agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Subrecipient for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of

administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Subrecipient's records before final payment is made.

Subrecipient agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Subrecipient agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Subrecipient agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Subrecipient cease to exist as a legal entity, the Subrecipient's records pertaining to this Contract shall be forwarded to the County's Project Manager.

BB. Contingency of Funds: Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by, the State of California to County; receipt of funds from the Department of Housing and Urban Development ("HUD"), and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Subrecipient shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748 / Community Development Block Grant / Public Facilities & Improvements/ City of Stanton Community Center Improvements from Subrecipient as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on January 25, 2023 and continue through August 31, 2023, unless otherwise terminated by the County.
3. **Renewal:** This Contract may not be renewed.
4. **Maximum Obligation:**
The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is \$500,000, with individual Maximum Obligation budgets for each Fiscal Year as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment "C".
5. **Amendments - Changes/Extra Work:** The Subrecipient shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Subrecipient's concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Subrecipient's ability to deliver services, or the project schedule, the Subrecipient will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Subrecipient was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Subrecipient from proceeding with the work as originally set forth or as previously amended in this Contract.

6. **Breach of Contract:** The failure of the Subrecipient to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Subrecipient written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

- c) Discontinue payment to the Subrecipient for and during the period in which the Subrecipient is in breach; and

Offset against any monies billed by the Subrecipient but yet unpaid by the County those monies disallowed pursuant to the above.

7. Conditions Affecting Work:

The Subrecipient shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Subrecipient to do so will not relieve Subrecipient from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

- 8. Civil Rights:** Subrecipient attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

- 9. Conflict of Interest – Subrecipient’s Personnel:** The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Subrecipient; the Subrecipient’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Subrecipient’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

- 10. Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Subrecipient shall not, during the period of this Contract, employ any County employee for any purpose.

11. Consulting Contract – Follow-On Work:

No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Subrecipient during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Subrecipient.

The County's Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Subrecipient's Project Manager and key personnel. The County's Project Manager shall notify the Subrecipient in writing of such action. The Subrecipient shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Subrecipient's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient's Project Manager from providing further services under the Contract.

13. Subrecipient's Project Manager and Key Personnel: Subrecipient shall appoint a Project Manager to direct the Subrecipient's efforts in fulfilling Subrecipient's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Subrecipient's Project Manager, in consultation and agreement with County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Subrecipient's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Subrecipient in writing of such action. The Subrecipient shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Subrecipient's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient's Project Manager from providing further services under the Contract.

14. Subrecipient Personnel – Reference Checks: The Subrecipient warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Subrecipient's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

15. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Subrecipient in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Subrecipient after completion or termination of this Contract without the express written consent of the County. All

materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

16. **Licenses:** At its own expense, Subrecipient and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Subrecipient and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

17. **Disputes – Contract:**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Subrecipient's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
1. The Subrecipient shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Subrecipient's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Subrecipient shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Subrecipient believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Subrecipient agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Subrecipient's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Subrecipient's demand, it shall be deemed a final decision adverse to the Subrecipient's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

18. **EDD Independent Subrecipient Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service

provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the State.” The term is further defined by the California Employment Development Department to refer specifically to independent Subrecipients. An independent Subrecipient is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

19. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, State or Federal government, this Contract may be subjected to unusual usage. The Subrecipient shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Subrecipient shall apply to serving the County’s needs regardless of the circumstances. If the Subrecipient is unable to supply the goods/services under the terms of the Contract, then the Subrecipient shall provide proof of such disruption and a copy of the invoice for the goods/services from the Subrecipient’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Subrecipient shall show both the emergency purchase order number and the Contract number.
20. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Subrecipient shall be complete and shall be carefully checked by the professional(s) identified by Subrecipient as Project Manager and key personnel attached hereto, prior to submission to the County. Subrecipient agrees that County review is discretionary and Subrecipient shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Subrecipient’s reports, files and other written documents, the reports, files or documents will be returned to Subrecipient for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Subrecipient after County approval thereof, County approval of Subrecipient’s reports, files or documents shall not be used as a defense by Subrecipient in any action between the County and

Subrecipient, and the reports, files or documents will be returned to Subrecipient for correction.

21. Non-Supplantation of Funds:

Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Subrecipient agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.

22. Satisfactory Work: Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

23. Access and Records:

- A. County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Subrecipient are kept. Subrecipient shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.
- B. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which

County or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

- C. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.

24. Signature in Counterparts: The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

25. Reports/Meetings: The Subrecipient shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's Project Manager and the Subrecipient's Project Manager will meet on reasonable notice to discuss the Subrecipient's performance and progress under this Contract. If requested, the Subrecipient's Project Manager and other project personnel shall attend all meetings. The Subrecipient shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

26. Subcontracting: No performance of this Contract or any portion thereof may be subcontracted by the Subrecipient without the express written consent of the County. Any attempt by the Subrecipient to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Subrecipient is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Subrecipient and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Subrecipient for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

27. Equal Employment Opportunity: The Subrecipient shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped

individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Subrecipient agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

28. **Gratuities:** The Subrecipient warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Subrecipient agreed to supply shall be borne and paid for by the Subrecipient. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
29. **News/Information Release:** The Subrecipient agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
30. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:

OC Community Resources
Housing and Community Development
Project Manager

OC Community Resources
Contract Development and Management
Contract Administrator

1501 East St. Andrew Place, 1st Floor
Santa Ana, CA 92705-4930

601 N. Ross St., 6th Floor
Santa Ana, CA 92701

For Subrecipient:

City of Stanton
7800 Katella Ave.
Stanton, CA 90680
Attn: Project Manager

31. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Subrecipient. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Subrecipient without the express written consent of the County.
32. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
33. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Subrecipient may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Subrecipient. Upon termination County agrees to pay the Subrecipient for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
34. **County Branding Requirements – Publicity, Literature, Advertisement and Social Media:**
- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
 - B. Subrecipient may develop and publish information related to this Contract where all of the following conditions are satisfied:

1. Contract Administrator/assigned Deputy Purchasing Agent provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a different timeframe for approval is agreed upon by the Contract Administrator/assigned Deputy Purchasing Agent;
2. Unless directed otherwise by Contract Administrator/assigned Deputy Purchasing Agent, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Subrecipient, unless approved in writing by Contract Administrator/assigned Deputy Purchasing Agent; and,
4. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to the Contract Administrator/assigned Deputy Purchasing Agent. Subrecipient shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

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Program Specific Terms and Conditions:

35. **Debarment:** Subrecipient certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 CFR Part 98.

36. Lobbying:

- A. Subrecipient shall complete and immediately forward to the County the "Disclosure of Lobbying Activities," a copy of which is attached hereto as Exhibit 4 and incorporated herein by this reference, if subrecipient, or any person, firm or corporation acting on Subrecipient's behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this Contract or funds to be received by subrecipient pursuant to this Contract.
- B. Subrecipient agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

37. **Fraud:** Subrecipient shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Contract. Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County's Anti-Fraud Program can be accessed through:
<http://ocgov.com/gov/risk/programs/antifraud>.

38. Fiscal Accountability:

- A. Financial Management System: Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Subrecipient's system shall provide fiscal control and accounting procedures that will include the following:
 - i. Information pertaining to the line items as identified in Attachment C to this Contract;
 - ii. Source documentation to support accounting records; and
 - iii. Proper charging of costs and cost allocation.
- B. Subrecipient's Record: Subrecipient's records shall be sufficient to:
 - i. Permit preparation of required reports;
 - ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
 - iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for; and
 - iv. Permit tracking and reporting of leveraging as required.
- C. Costs Charged: Cost shall be charged to this Contract only in accordance with the County and other requirements as required by funding source(s).

39. **Performance Standards:** Subrecipient shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring included, but not limited to those listed in the Attachment E-Performance Standards attached hereto and incorporated herein by reference.
40. **Budget Schedule:** Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.
41. **Payment Requirements:**
- If funding levels are significantly affected by state or federal budget and funds are not allocated and available for the continuance of the function performed by Subrecipient, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Subrecipient at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.
- A. **Contract Amount:** It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B-Payment/Compensation to Subrecipient attached hereto and incorporated herein by reference.
- B. **County will reclaim any unused balance of funds for reallocation to other County approved projects.**
- C. **Payment of Project Activities:**
1. **Payment of Project Activities:** County will reimburse Subrecipient for eligible project-related costs only. Subrecipient shall submit requests for reimbursement to County on a monthly basis beginning on February 1, 2023, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, Subrecipient will provide a progress Grantee Performance Report ("GPR Information Form") for the time period covered, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation and reporting has been received and approved by County.
 2. **If Subrecipient has no request for reimbursement during any quarter during the term of this Contract, a GPR Information Form, including and**

explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

3. The following "Required Expenditure Threshold" criteria have been established to guide the Subrecipient in structuring and scheduling their expenditure of funds received through this Contract, through term of Contract. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

*Milestone Date

Minimum Required Expenditure Threshold

May 31, 2023

70% of Contracted Amount Expended

June 30, 2023

80% of Contracted Amount Expended

Failure to achieve at least the aforementioned 50% drawdown, without extenuating circumstances, may cause any remaining balance in this Contract to be reclaimed by County, and will negatively affect future funding to Subrecipient. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the Director, may cause any remaining balance in this Contract to be reclaimed by County, and will impact future funding to Subrecipient

4. Subrecipient will have fifteen (15) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the fifteen (15) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Subrecipient shall be ineligible for any further reimbursement D.
- D. Funds shall not be disbursed for any costs incurred prior to the certification by County and/or HUD of Certificate(s) of Insurance as further defined in Paragraph O "Insurance Requirements" of this Contract.
- E. Eligible costs related to services provided by Subrecipient must be incurred during the period beginning January 25, 2023. The Project shall be completed, and all funds provided through this Contract shall be expended on eligible Project activities through and including August 31, 2023.
- F. County and Participating Cities previously entered into a Cooperation Agreement effective July 1, 2022 as amended, in which both Parties agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activities.
- G. Metropolitan Cities with populations of over 50,000, are eligible to participate in the Community Planning and Development ("CPD") program funds directly from HUD and have opted to participate in the CPD programs through the County's Urban County Program as a metropolitan city.

42. Modification of Budget: Upon written approval of County, Subrecipient shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the Budget may include the addition of any new Budget category.

43. Annual Audit: If Subrecipient expends Federal funds in a fiscal year which equal or exceed \$750,000 (seven hundred fifty thousand dollars) as specified in 2 CFR Part 200.500- Subpart F-Audit Requirements, Subrecipient shall cause an audit to be prepared by a Certified Public Accountant ("CPA") who is a member in good standing with the American Institute of Certified Public Accountants ("AICPA") of the California Society of CPA's. The audit must be performed annually in accordance with Generally Accepted Auditing Standards ("GAAS") authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.

Furthermore, County retains the right to require Subrecipient to submit similarly prepared audit at Subrecipient's expense even in instances when Subrecipient's expenditure is less than \$750,000. Subrecipient will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.

Subrecipient will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to County within six (6) months of the end of each Contract year in which Subrecipient has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement may result in County denying reimbursement of funds to Subrecipient, as well as future funding qualification. Subrecipients, which are exempt from statutory audit requirements, shall maintain records, which are available for review by County or Federal officials. Subrecipient acknowledges that any and all "Financial Statements" submitted to County pursuant to this Contract become public records and are subject to public inspection pursuant to the California Public Records Act (Section 6250 et seq. of the California Government).

44. UEI and D-U-N-S Numbers and Related Information: UEI and D-U-N-S Numbers: A unique, non-indicative 12-and 9 digit identifiers issued and maintained by SAM.gov and the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The UEI and D-U-N-S Numbers are needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>

The UEI and D-U-N-S Numbers must be provided to County prior to the execution of this Contract. Subrecipient shall ensure all UEI and D-U-N-S information is up to date and the UEI and D-U-N-S Numbers status is "active," prior to execution of this Contract. If County cannot access the Subrecipient's UEI and D-U-N-S information related to this federal sub award on the Federal Funding Accountability and Transparency Act Sub Award Reporting System (SAM.GOV) due to errors in the Subrecipient's data entry for its UEI and D-U-N-S Numbers, the Subrecipient must immediately update the information as required.

If County cannot access the Subrecipient's UEI and D-U-N-S information related to this federal sub award on the Federal Funding Accounting and Transparency Act Sub Award Reporting System (SAM.GOV) due to errors in the Subrecipient's data entry for its UEI and D-U-N-S Numbers, the Subrecipient must immediately update the information as required.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

45. Program Income:

- A. Subrecipient shall comply with regulations, as well as all applicable State or County regulations concerning the reporting and payment procedures for program income.
- B. Definition: "Program Income" means, as provided by 24 CFR § 570.504, gross income received by the Subrecipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period.
- C. Use. The Subrecipient shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Contract.
- D. All Program Income accrued shall be returned to County on a quarterly basis prior to Subrecipient receiving any reimbursement from grant funds provided under this Contract.
- E. Subrecipient shall provide information of the receipt of Program Income by Subrecipient related to this Contract on all GPR Information Forms submitted with requests for reimbursement.
- F. Subrecipient shall complete and submit a Year-End Program Income letter, indicating amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the Contract fiscal year.

46. Performance:

- A. Subrecipient shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Subrecipient also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this Contract.
- B. Subrecipient shall comply with all applicable HUD regulations, as described in Paragraph 49 "Federal Administrative and Related Requirements" of this Contract, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population-served analysis (i.e., extremely-low income persons, very-low income persons, and low-income persons as defined

by HUD). Such information shall be available for periodic monitoring by representatives of County or HUD and shall be submitted by Subrecipient in report form to County by dates specified by County.

- C. The following “Performance Threshold” criteria shall be used to assess the level of performance of the Subrecipient, including Attachment A — Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the performance threshold criteria, the Subrecipient must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that Subrecipient has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the County.
- D. Subrecipient shall complete and submit a Year End GPR Information Form by September 15, 2023, after the close of the Contract fiscal year.
- E. Should the activity being funded through this Contract be completed, cancelled or terminated prior to the termination date set forth herein in Paragraph 2 “Term of Contract,” or if funds allocated through this Contract are fully expended, prior to end of Contract term, Subrecipient must continue to serve its clients for the entire term of this Contract. Subrecipient shall complete and submit a Mid-Year and Year End GPR Information Form at the time of the completion, cancellation or termination.
- F. Subrecipient shall complete and submit a GPR Information Form in support of all requests for reimbursement. Said GPR Information Form shall consist of a cumulative report of project related accomplishments as set forth in Attachment A - Scope of Services, for the subject quarter. If at any time during the term of this Contract Subrecipient has no activity occurring during any quarter, Subrecipient shall prepare and submit to County a Quarterly GPR Information Form, regardless of actual activity.
- G. Subrecipient acknowledges that the GPR Information Form is a monitoring tool that will be reviewed and evaluated to determine Subrecipient’s level of performance relative to this Contract.
- H. Subrecipient shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by County.
- I. Readiness – for Housing Rehabilitation and Public Facilities & Improvements Projects:
Subrecipient shall be required to demonstrate to County its readiness to immediately initiate its Project upon execution of this Contract by providing to the County documentation including, but not limited to, the following: Board or Council Minutes/Resolution; Awarded bid documents with timeline requirements; and, executed Architect and Engineer (hereafter referred to as “A&E”) contracts

with specific project timelines consistent with funding. By July 30 of Contract term, Subrecipient shall provide County a Project Readiness Checklist incorporating the status of all Project-phasing milestones. In the case of milestones not yet reached, Subrecipient shall provide projected target dates for when said milestones would be met. The Project Readiness Checklist shall clearly demonstrate that Subrecipient will meet the "Minimum Required Expenditure Thresholds" as set forth in this Paragraph 47.C. Subrecipient acknowledges that said Project Readiness Checklist may be considered to evaluate the performance of the Subrecipient.

47. Performance Monitoring:

- A. Performance Monitoring of Subrecipient by County, State of California and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by County, State of California or HUD representatives.
- B. County shall periodically evaluate Subrecipient's progress in complying with the terms of this Contract. Subrecipient shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Subrecipient.
- C. County shall monitor the performance of Subrecipient against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Subrecipient within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in this Paragraph 47 of this Contract.
- D. HUD in accordance with 24 CFR Part 570 Subpart O, 570.902, will annually review the performance of County to determine whether County has carried out its Community Development Block Grant (CDBG) assisted activities in a timely manner and has significantly disbursed CDBG funds and met the mandated "1.5 ratio" threshold. Subrecipient is responsible to ensure timely drawdown of funds.

48. Federal Administrative and Related Requirements: Subrecipient must comply with all federal requirements as it pertains for 24 CFR Parts 91 and 570. Subrecipient acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR Part 200, et al. Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR § 200.318-326.

A. Financial Management:

1. Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles:

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, et al; (and if Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,") as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by federal regulations 24 CFR 570.502, and 24 CFR 84.21-28; and
- g. Other records necessary to document compliance with Subpart K of 23 CFR.

2. Retention

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Contract are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

- a. Subrecipient shall maintain client data demonstrating client eligibility for services provided for a period of five (5) years after the termination of all activities funded under this Contract, or after the

resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name, address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to County, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, County monitors, or their designees, for review upon request.

- b. Subrecipient shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the subject program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

4. Disclosure

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

5. Close-Outs

Subrecipient's obligation to County shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with federal and State regulations and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of Paragraph 49, and documentation; disposing of program assets (including the return to County of all unused materials and equipment); remitting any program income balances and accounts receivable to County, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that the Subrecipient has control over CDBG funds, including Program Income.

C. **Personnel & Participation Conditions**

1. **Civil Rights**

Compliance

Subrecipient agrees to comply with California Civil Rights Act Ordinances and Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. **Nondiscrimination in Employment and Contracting**
Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including 24 CFR Part 8, 24 CFR 570.602 and Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11063. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) are still applicable.
3. **Affirmative Action:**
Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program that encompasses that principals provided in President's Executive Order 11246, as revised on January 4, 2002.
4. **Americans with Disabilities Act:**
Subrecipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
5. **Drug-Free Workplace:**
The Subrecipient hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference. The Subrecipient will:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Subrecipient's policy of maintaining a drug free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and

- ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the Subrecipient may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- iii. The Subrecipient has made false certification, or
- iv. The Subrecipient violates the certification by failing to carry out the requirements as noted above.

6. **Anti-Lobbying:**

Subrecipient certifies that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that:

- a. No federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or Cooperative Agreement; and
- b. Subrecipient shall include subject anti-lobbying certification in award documents for all sub-Subrecipients at all tiers (including sub-subcontracts, sub-subgrants, and contract under grants, loans, and Cooperative Agreements) and that all sub-Subrecipients shall certify and disclose accordingly.

7. **Employment Restrictions:**

a. **Prohibited Activity:**

Subrecipient is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

b. **OSHA:**

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

c. **Employee Rights**

i. **Federal Minimum Wage**

Subrecipient must follow the Fair Labor Standards Act (FLSA), as it currently exists and it may be amended, which sets basic minimum wage and overtime pay standards. These standards are enforced by The United States Department of Wage and Hour Division under Department's

Wage and Hour Division. The Federal minimum wage provisions are contained in the FLSA. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage.

d. **California Minimum Wage**

- i. Subrecipient must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General Minimum Wage Order. MW-2001, Section 4, Separability, has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at www.dir.ca.gov/WP.asp or by contacting your local Division of Labor Standards Enforcement office.

e. **Hatch Act:**

Subrecipient agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.

f. **Religious Organization/Activities:**

In accordance with 24 CFR 570.200(j), Subrecipient shall not discriminate against faith-based organizations in administering its federal HUD activities. Subrecipient agrees that funds provided under this Contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization or to promote religious interest, or for the benefit of a religious organization.

8. **Labor Standards**

- a. Subrecipient agrees to contact County no less than fourteen (14) days prior to the Pre-Construction Meeting date to seek consultation regarding application of requirements per federal labor standards regulations or Davis-Bacon related Acts.
- b. Subrecipient will comply with Davis-Bacon Act and/or State Prevailing Wage requirements, when applicable.
- c. Subrecipient agrees to comply with all applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the provisions of Contract Work Hours and Safety Standards Act, the

Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), and all other applicable Federal, State and local laws and regulations pertaining to labor standards. Subrecipient shall maintain all applicable documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

- d. Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) units, all Subrecipients engaged in contracts of \$2,000.00 or more for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with all applicable federal requirements including Department of Labor regulations, under 29 CFR, Parts 3, 1, 5, 7 and 1926 governing the payment of wages and ratio of apprentices and trainees to journeymen. Nothing hereunder is intended to relieve
- e. Subrecipient of its obligation, if any, to require payment of the higher rate under state or local laws Subrecipient shall insert provisions meeting the requirements of this Paragraph in all such Contracts.

In case where the Davis-Bacon Act applies, Subrecipient agrees to submit the Construction Bid Package for this project to County for modification, Subrecipient shall construct project in accordance with the approved Construction Bid Package.

9. California Labor Code Compliance

- a. Prevailing Wage laws apply, Subrecipient hereby agrees to pay, or cause its subcontractors to pay, Prevailing Wage rates at all times for all construction, improvements, or modifications to be completed for County under this Contract. Subrecipient herein agrees that Subrecipient shall post, or cause to be posted, a copy of the most current, applicable Prevailing Wage rates at the site where the construction, improvements, or modifications are performed.

- b. Payroll Records

Subrecipient agrees that:

Certified copies of all payroll records for this project shall be required pursuant to the provisions of California Labor Code "Section 1776". The reporting format and words of certification shall be as indicated in Title 8 of the California Code of Regulations, Section 16401.

Certified copies of the payroll records of all subcontractors working on this project are required. It shall be the responsibility of the prime contractor to ensure subcontractor compliance.

Certified copies of all payroll records shall be submitted on a weekly basis to County through the duration of this Contract.

Subrecipient acknowledges that failure to comply with Section 1776 may result in a forfeiture of one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated,

and it should be recognized that a contractor or subcontractor, or agent or representative thereof who neglects to comply is guilty of a misdemeanor pursuant to California Labor Code Section 1777.

10. **Economic Opportunities**

Compliance

Subrecipient agrees to abide by the provisions of OMB Circulars 102 and 110, as applicable, 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract.

Subrecipient further covenants that in the performance of this Contract no person having such a financial interest shall be employed or retained by Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County or Subrecipient, or any designated public agencies which are receiving funds under the CDBG Entitlement Program.

This Contract is subject to the requirements of 12 USC 1701u, the HUD regulations issued pursuant thereto at 24 CFR, 135.1 et seq., and any applicable rules and orders of HUD issued Federal financial assistance shall be conditioned upon compliance with 12 USC 1701u. Failure to fulfill these requirements shall subject Subrecipient and any sub-Subrecipients, their successors and assigns, to those remedies specified herein. Subrecipient certifies and agrees that no conflict exists which would prevent compliance with requirements.

The Subrecipient agrees to abide by 24 CFR, 135.38, below and will insert the following clause in any subcontracts executed with third parties for work covered by this Contract:

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC §1701u) ("**Section 3**"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("**Section 3 Regulations**").
- b. The Parties agree to comply with HUD's Regulations in 24 CFR, Part 75 which implement Section 3. As evidenced by their execution

of this Contract, the Parties certify that they are under no contractual or other impediments that would prevent them from complying with the Section 3 Regulations.

- c. The Sub-recipient, contractor, and subcontractor agrees to send to each labor organization or representative of workers with which the Sub-recipient, contractor, and subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Sub-recipient, contractor, and subcontractor's commitments under this section of the Contract and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.
- d. The Sub-recipient, contractor, and subcontractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor violates the regulations in Section 3 Regulations. The Sub-recipient, contractor, and subcontractor will not subcontract with any subcontractor where the Sub-recipient, contractor, and subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations 24 CFR part 75.
- e. The Sub-recipient, contractor, and subcontractor will certify that any vacant employment positions, including training positions, that are filled (1) after a contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Sub-recipient, contractor, and subcontractor's obligations under 24 CFR part 75
- f. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

11. Environmental Conditions:

Subrecipient shall comply with HUD Environmental Review under HUD regulations at 24 CFR 58 et seq., which implement the National

Environmental Policy Act (NEPA); and, the California Environmental Quality Act (CEQA). No costs shall be incurred and no funds shall be disbursed prior to certification by County and/or HUD of environmental compliance.

Subrecipient shall incur no costs for any project-related activity defined in Subrecipient Scope of Services and County shall not disburse funds prior to certification by County and/or HUD for environmental compliance.

Subrecipient shall provide requested material to County for the Environmental Review process required by applicable regulations.

a. Air and Water:

Subrecipient agrees to comply with the following regulations in so far as they apply to the performance of this Contract:

Clean Air Act, 42 U.S.C., 1857, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.

Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.

b. Flood Disaster Protection:

Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973, including as applicable any regulations set forth in 24 CFR 55, (implementing Executive Order 11988) in regard to the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this Contract, as it may apply to the provisions of this Contract.

c. Lead-Based Paint:

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, particularly, 24 CFR 35.100 through 35.175. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified with the "Protect Your Family From Lead In Your Home" publication, found at <http://www.epa.gov/lead> that such properties may include lead-based paint.

d. Historic Preservation:

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

e. Energy Efficiency Standards:

Subrecipient agrees to comply with the California Energy Commission Assembly Bill 970, Title 24, Part I of the California

Code of Regulations (AB970: Building Efficiency Energy Standards), in regard to construction and property development, when applicable.

f. **Modifications/Transfers of Real Property:**

Any proposed modification or change in use of real property acquired or improved, in whole or in part, by CDBG funds from the use planned at the time of the acquisition or improvement, including disposition, is prohibited.

i. Subrecipient shall ensure that any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

i.i. Used to meet one of the national objectives contained in 24 CFR 570.208 for a period not less than five years, or for such period of time as determined to be appropriate by County, after expiration of the Contract and close-out of Subrecipient's participation in the CDBG Program, or, until five years after the close-out of the grant from which the assistance to the property, whichever occurs first; or,

i.ii. Disposed of in a manner which results in County being reimbursed in an amount equal to the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with this Paragraph 49.

g. **Property Records:**

Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria, rental limitations, health, safety and building codes, etc., and shall conform to federal and State regulations.

h. **Equipment:**

Subrecipient shall use, manage and dispose of equipment in accordance with federal and State regulations.

i. **Subcontracts:**

i. Subrecipient shall submit all subcontract agreements to County for review and consent prior to entering into such subcontracts. For construction subcontracts, Subrecipient shall submit the Construction Bid Package to County for review and written approval by Director or designee prior to advertising for bids and award for the construction contract. Subrecipient shall construct Project in accordance with the Construction Bid Package, which Director approved, unless prior written approval is received from Director for modification thereof.

ii. Subrecipient shall assume responsibility for all subcontracted services to assure Contract compliance.

- iii. Subrecipient shall cause all of the provisions of this Contract in entirety to be included in and made a part of any subcontract executed in the performance of this Contract.
- iv. Subrecipient shall monitor all subcontracted services on a quarterly basis to assure Contract compliance. Results of said monitoring efforts shall be summarized in written form, and supported with documented evidence of follow-up actions(s) to correct any area(s) of Contract non-compliance. Documentation shall be made available for periodic monitoring by representatives of County and/or HUD.
- j. **Fair Housing:**
Subrecipient shall affirmatively further fair housing in accordance with 24 CFR 570. Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded sub-recipients. The Subrecipient has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act, along with all applicable State & Federal requirements.
- k. **Grantor Recognition:**
Subrecipient shall insure recognition of the role of the County in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Contract. Subrecipient will retain documentation of such recognition, which shall be available for periodic monitoring by representatives of County or HUD.
- l. **Rehabilitation Act:**
Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

49. **Definitions:**

For the purposes of this Contract the following definitions shall apply:

- A. OC Community Resources (OCCR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.
- B. Director: Director of OC Community Resources, or designee.

- C. Grantee Performance Report (GPR) Information Form: A Program activity data document provided by County to Subrecipient used to monitor, track and report the performance of Subrecipient.
- D. OC Community Resources Contract Reimbursement Policy: A County document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)
- E. Project: Any site or sites, including buildings, and/or activities assisted with federal program funds.
- F. OMB: Federal Office of Management and Budget.
- G. CAPER: Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing-related activities.
- H. CDBG: 24 CFR Part 570 - Community Development Block Grant – the CDBG regulations set forth eligible activities and the national objectives that each activity must meet. The Catalog of Federal Domestic Assistance (CFDA) # 14.218 distributes formula grants (CDBG) to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
- I. Continuum of Care: An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.
- J. Homeless Management Information System (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)
- K. Equipment: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- L. Substantial Amendment: The following criteria will be used by the County – if any one criteria applies, a substantial amendment will be required:
 - i. A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;
 - ii. When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries differ significantly from the original activity's purpose, scope, or beneficiaries; and/or

- iii. An increase in the amount of Federal Community Planning Development and/or local funds allocated to an existing activity when the following apply:
 - a. An increase in funding for a public service activity in an amount that is consistent with County policy; or
 - b. An increase in the funding for public facility improvements/housing rehabilitation in an amount that is consistent with County policy.
- M. Construction Bid Package: A package of bidding documents which includes the proposal, bidding instructions, Contract documents, detailed estimated costs, and plans and specifications for a construction project, all prepared in accordance with applicable Federal regulations.
- N. Program Administration: An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.

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Signature Page

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

***City of Stanton**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

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

COUNTY OF ORANGE

A Political Subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Print Name Title

Signature Dated

**APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL**

By: _____

Dated: _____

Deputy County Counsel



**SCOPE OF SERVICES
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITIES (CARES) ACT,
H.R.748 COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF STANTON COMMUNITY CENTER IMPROVEMENTS**

1. Scope of Services

A. The Subrecipient will be responsible for administering CDBG-CV services/activities in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

B. HUD Matrix Code / Activity:
03E Neighborhood Facility Improvements

C. Project Title:
City of Stanton Community Center Improvements

D. Program Scope/Description:
The project will replace the Community Center HVAC system and will also install a permanent generator at the community center. Both improvements will ensure continuity of services and programming so that residents and visitors of all ages can have full access to the community center to prepare, protect, and respond as it relates to the Coronavirus Pandemic.

E. Program/Project Need:
The funds will be used to improve the HVAC system at the Community Center and install a permanent backup generator so that youth, families, community-based organizations, and seniors can have access to the Center to prepare, protect, and respond to the Coronavirus Pandemic. This accessibility allows for community-wide activities, fitness and enrichment

programs for all ages, health fairs, financial and legal support, parent and early learning classes, and programming for senior wellness and nutrition.

F. Program Objectives and Outcomes Chart:

Activity

Neighborhood Facility Improvements

Output

People 33,960

Performance Objectives

CDBG National Objectives

LMC

Performance Outcomes

Outcomes

33,960 People

Type of Program	Yearly
Contract Classes	15,480
Senior Nutrition	1,760
Collaborative Meetings	450
Community Group Meetings	700
Weekend Rentals	14,000
Legal, Taxes, Referral Clinics	120
Health/Resource Fairs	150
Cooling Center	50
Preschool/Parent Classes	250

Family Night Out	90
Community Events	550
Total	33,960

2. **Federal Award Identification**

- A. **Subrecipient Name:** city of Stanton
- B. **Subrecipient's Unique Identifier (DUNS) and UEI #:** P5N5EKP9DD46
- C. **Federal Award Identification Number (FAIN):**
- D. **Federal Award Date:** TBD
- E. **Subaward Period of Performance:** 01/25/2023-08/31/2023
- F. **Total Amount of Federal Funds Obligated by the Action:** \$500,000

CFDA	FAIN	Award Date	Formula Funds	Amount
14.218		TBD	\$	\$
			TOTAL:	\$

- G. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$500,000
- H. **Total Amount of the Federal Award Committed to the Subrecipient:**
\$2,428,308
- I. **Federal Award Project Description:** City Community Center improvements
- J. **Federal Awarding Agency:** U.S. Department of Housing & Urban Development
- K. **Name of Pass Through Entity (PTE):** County of Orange
- L. **Contact Information for the Awarding Official:**
Julia Bidwell, Director, Housing & Community Development (714) 480-2991
Julia.Bidwell@occr.ocgov.com
- M. **CFDA Number and Name:**
14.218 – Community Development Block Grants/Entitlement Grants
- N. **Whether Award is R&D:** Not a R&D Award
- O. **Indirect Cost Rate for the Federal Award:** No Indirect Cost for this Contract



**PAYMENT/COMPENSATION
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITIES (CARES) ACT,
H.R.748 COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF STANTON COMMUNITY CENTER IMPROVEMENTS**

1. COMPENSATION:

This is a Contract between the County and the Subrecipient for **\$500,000** as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with paragraphs C and P of the County's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

Subrecipient guarantees that prices quoted are equal to or less than prices quoted to any other local, state or federal government entity for services of equal or lesser scope. Subrecipient agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

3. PAYMENT TERMS:

An invoice for services/activities shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice, contingent upon availability of funds, in a format acceptable to the County of Orange, verified and approved by OC Community Resources and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:

OC Community Resources Accounting

601 N Ross St, 6th Floor, Santa Ana, CA 92701

INVOICING INSTRUCTIONS:

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1-OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The Subrecipient will provide an invoice on Subrecipient's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation (See Exhibit 1).

4. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 – OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



**CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITIES (CARES) ACT, H.R.748
COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF STANTON COMMUNITY CENTER IMPROVEMENTS**

1. Subrecipient's Cost Proposal – City of Stanton Community Center Improvement Project

A. Project Cost Budget

Project Cost Budget Chart City of Stanton Community Center Improvement Project			
Project Costs/Activity	Urban County Funds	Leveraged Resources	Total
Community Center HVAC Improvements	\$ 300,000	N/A	\$300,000
Permanent Generator Installation	\$200,000		\$200,000
Total Project Cost	\$ 500,000		\$ 500,000

B. Detailed Project Cost Budget Description

The funds will be used to improve and install the HVAC system and a permanent generator at the Community Center, a public facility, to ensure that residents and visitors alike of all ages will have access to the facility to respond to public health orders to mitigate the transmission of COVID-19 and enable COVID-19 compliance when required. Improvements to the public facility will allow the community members to transition to public health order compliance with minimal impact to carrying out their activities at the community center.



**STAFFING PLAN
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITIES (CARES) ACT,
H.R.748 COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF STANTON COMMUNITY CENTER IMPROVEMENTS**

1. Staffing Plan

Project Title: CITY OF STANTON COMMUNITY CENTER IMPROVEMENTS

	Name	Classification/Title
		Public Works Director/City Engineer
		Associate Engineer

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the County Project Manager.

The Subrecipient may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval. Subrecipient shall provide the name of the staff to the County within a time mutually agreed upon by the Parties but no event later than 30 days after the execution of the Contract.



**PERFORMANCE STANDARDS
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITIES (CARES) ACT,
H.R.748 COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF STANTON COMMUNITY CENTER IMPROVEMENTS**

1. Performance Standards

January 25, 2023 Through August 31, 2023

Tools to Measure Project's Effect –

Milestone Date	Minimum Required Expenditure/ Accomplishment Threshold	Activity Results Achieved
May 31st	70% of Contracted Amount Expended	\$350,000
May 31st	70% of Proposed Accomplishments Achieved	70% of project Completed
June 30 th	80% of Contracted Amount Expended	\$400,000
June 30 th	80% of Proposed Accomplishments Achieved	80% of project Completed

2. Description of expenditures

The project will replace the Community Center HVAC system and will also install a permanent generator at the community center. Both improvements will ensure continuity of services and programming so that residents and visitors of all ages can have full access to the community center to prepare, protect, and respond as it relates to the Coronavirus Pandemic



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010
Revised: January 17, 2020

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and OC Housing & Community Development. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:

Executed County Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For OC Housing & Community Development Contracts only.
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and OC Housing & Community Development's reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and OC Housing & Community Development may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and OC Housing & Community Development may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
OC Community Resources Accounting
601 N. Ross St., 6th Floor
Santa Ana, CA 92701

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES: Inquiries may be directed to OCCR Accounts Payable at: OCCRAccountsPayable@occr.ocgov.com



Reimbursement Policy Status Form

Per OC Community Resources Contract Reimbursement Policy, in regards to the Contract # listed herein, Contractor is designated with the Documentation Status of Abbreviated unless Comprehensive is checked below. If the contractor's designation should change to Abbreviated, a new status form shall be approved. All related documentation requirements are in full force, until further notice.

Contractor: City of Stanton

Effective Date: January 25, 2023

Contract #: 012-23010767-CV

Documentation Status: ☒ **Abbreviated** ☐ **Comprehensive**

Program Authorization by:

Auditor Controller Authorization by:

Print Name: Julia Bidwell

Print Name: Eric Takanishi

Signed by: _____

Signed by: _____

Date:

Date:

Two signatures are required to implement the form.

Distribution:

Contractor
Auditor Controller
Contract File
Program File

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

City of Stanton

Contract # 012-23010767-CV

Applicant Name

CDBG- CV

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. . Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here **O** if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Name

Title

Authorized Signature

Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Subawardee Tier _____ if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department / Agency: _____	7. Federal Program Name/Description _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply) a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11: _____		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<div style="display: flex;"> <div style="width: 50%;"> 16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. </div> <div style="width: 50%; padding-left: 10px;"> Signature: _____ _____ Print Name: Title: Telephone No: Date: </div> </div>		

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET
Approved by OMS - 0348-0046

Reporting Entity: _____

_____ Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Name

Title

Authorized Signature

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

City of Stanton
Contract No. 012-23010767-CV

ORDINANCE NO. 1125

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING PORTIONS OF CHAPTER 5.04 (LICENSES) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) AND ADDING CHAPTER 5.18 (PERSONAL SERVICES) TO TITLE 5 OF THE STANTON MUNICIPAL CODE; SETTING A TERMINATION DATE FOR URGENCY ORDINANCE NO. 1121 REGARDING A MORATORIUM ON PERSONAL CARE AND MEDICAL OFFICE BUSINESSES; AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

WHEREAS, pursuant to Cal. Const. Art. XI, Sec. 7 and under the City's general police powers, the City of Stanton ("City") is empowered and charged with responsibility for the health, safety, and welfare of its citizens; and

WHEREAS, the City protects the health, safety, and welfare of the community through numerous avenues, including by establishing and enforcing zoning, licensing and health and safety regulations on specified commercial activities; and

WHEREAS, in recent years, the City has experienced issues related to illicit activity at "personal service"¹ businesses within the City; and

WHEREAS, undercover operations by the Orange County Sheriff's Department indicated that spas licensed to provide facials, waxing and other skin care uses were offering patrons massage services and employing massage technicians who engaged in alleged illicit sexual activity in violation of State laws relating to prostitution; and

WHEREAS, in response, the City Council adopted Urgency Ordinance No. 1121, which imposed a moratorium on the establishment or expansion of certain personal services and medical office businesses within the City. The moratorium was extended for 10 months and 15 days on July 12, 2022; and

WHEREAS, during the moratorium period, the City has researched and studied how to address these nuisance issues by, among other things, examining surrounding cities' codes to see how other cities regulate such uses. Staff also reviewed existing Stanton Municipal Code provisions and drafted the proposed ordinance for the Council's consideration; and

WHEREAS, the proposed revisions to the City's business licensing process and new regulations on personal care businesses that offer services in private areas are intended to mitigate the significant potential impacts to the health, safety and welfare of the community, including illicit sexual activity, human trafficking, and other public nuisance and vice issues; and

¹ The Stanton Municipal Code generally defines "personal service" uses as those that provide "nonmedical services to individuals." (SMC, § 20.700.120).

WHEREAS, the City Council has considered the staff report, all written and verbal public testimony and evidence, and all legal prerequisites have been met.

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

SECTION 1: **Recitals Incorporated.** The above recitals are true and correct and are incorporated herein by reference.

SECTION 2: **CEQA.** The City Council finds that the Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act (“CEQA”) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. Alternatively, the Ordinance is exempt from the requirements of CEQA pursuant to Section 15061(b)(3). Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3: Section 5.04.200 of Chapter 5.04 of Title 5 of the Stanton Municipal Code is hereby amended in its entirety and restated to provide as follows:

“5.04.200 Application prerequisite—Form

A. Before a license is issued to any person, he or she shall make written application therefor to the city upon a form to be provided by the city.

B. As part of the application, the applicant shall, at a minimum, sign a statement that if issued a license, the applicant shall accept responsibility for the conduct of all its employees, contractors, agents, and representatives.

C. Submission of an application for a license does not authorize the operation of a business unless and until such license has been properly granted by the city. The city will not consider an application until it is deemed complete with all of the information that the city may require to evaluate the application.”

SECTION 4: Section 5.04.206 of Chapter 5.04 of Title 5 of the Stanton Municipal Code is hereby amended in its entirety and restated to provide as follows:

“5.04.206 Grounds for denial, suspension, or revocation

A. The city shall have grounds to deny the issuance of a business license or suspend or revoke an existing business license when:

1. The building, structure, premises, or the equipment used to conduct the business activity fails to comply with all applicable health, zoning, fire, building and safety laws of the State or city;

2. The business or any of the business activities or operations is prohibited by any local or state law, statute, rule or regulation, or the business is prohibited in the particular location or zone by any law, statute, rule, or regulation;

3. The applicant has made any false, misleading or fraudulent statement of material fact in the application for the business license or in any report or statement required to be filed with the city;

4. The applicant has failed to verify past conduct, as provided in subsections A and B of Section 5.04.205, or has made any false statement related to such verification;

5. The applicant, his or her business entity, or the business' owner, operator, or manager has been convicted in a court of competent jurisdiction of any crime or misdemeanor or felony offense which directly relates to the operation or conduct of a business of the same or substantially same type as the business for which a license is sought from the city in the three years immediately preceding the date of the business license application; or

6. The applicant, his or her business entity, or the business' owner, operator, or manager has had revoked any business license or any establishment, owner, or operator license or similar permit for a business of the same or substantially same type as the business for which a license is sought from the city in the three years immediately preceding the date of the business license application.

B. The city shall also have grounds to suspend or revoke a business license when:

1. The applicant, his or her business entity, or the business' owner, operator, or manager has been convicted in a court of competent jurisdiction of any crime or misdemeanor or felony offense which directly relates to the operation or conduct of the business for which the business license was granted by the city;

2. At least two verified police reports of a disturbance of the peace, disorderly conduct, or similar violations, or citations or arrests have been made regarding the business within the immediately preceding twelve-month period;

3. The applicant, his or her business entity, or the business' owner, operator, or manager is found to have committed a crime involving

moral turpitude which is substantially related to the business activity for which the license was issued. For purposes of this criteria, a verified complaint(s), code enforcement report(s), police report(s) or other similar evidence may be used as support that a crime was committed; or,

4. Any employee, contractor, agent, or representative is found to have committed a crime involving moral turpitude at the business premises that is substantially related to the business activity for which the license was issued. For purposes of this criteria, a verified complaint(s), code enforcement report(s), police report(s) or other similar evidence may be used as support that a crime was committed.

C. For purposes of this chapter, a “nolo contendere” plea shall be deemed a conviction.

D. The city, in its sole and absolute discretion, shall have the authority to determine whether a suspension or revocation is appropriate, in the interest of the public health, welfare, and safety.”

SECTION 5: Chapter 5.18, Personal Services, is hereby added to Title 5, Licenses, to read as follows:

“Chapter 5.18 Personal Services

5.18.010 Purpose and Intent.

5.18.020 Application requirements.

5.18.030 Regulations.

5.18.010 Purpose and Intent

The purpose of this chapter is to impose reasonable regulations upon personal service businesses in which customers are provided services in a room or space that is separate from the area where the primary business is conducted. These regulations are intended to ensure the public health and safety.

5.18.020 Application requirements.

A. An applicant for a personal services business that proposes to provide services to customers in a room or space that is separate from where the area where the primary business is conducted shall be required to provide the additional information in their business license application:

1. A description of the services that is proposed to be provided to customers in any room or space that is separate from where the area where the primary business is conducted.

2. A sketch or diagram showing the complete interior configuration of the business, including, without limitation, the location of the restrooms, and customer areas, employee or contractor-only designated areas. The sketch or diagram need not be professionally prepared, but it must be drawn to a designated scale, with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches.

5.18.030 Regulations.

A. Personal services businesses that provide services to customers in a room or space that is separate from where the area where the primary business is conducted shall be required to adhere to the following regulations:

1. The storefront windows of the personal services business shall be transparent to provide clear visibility into the unit, and the windows shall not be obscured by curtains, blinds, or other temporary devices during operating hours.

2. There shall be no display, storage, or use of any instruments, devices, or paraphernalia which are designed for use in connection with specified sexual activities, including, but not limited to, vibrators, dildos, or condoms, or any goods or items which are replicas of, or which simulate, specified anatomical areas (as defined in Chapter 5.16 of this code), or pornographic magazines, videos, or other material.

3. No services shall be provided to a customer that results in intentional contact, or occasional repetitive contact, with specified anatomical areas, as defined in Chapter 5.16 of this code, except for cosmetic services, including, without limitation, waxing or bleaching.

4. All employees, contractors, representatives, and agents must at all times, while on the business premises, wear clothing that does not substantially expose undergarments, breasts, buttocks or genitals.

5. Personal service businesses that provide services to customers in a room or space separate from the area where the primary business is conducted are prohibited from operating within five hundred (500) feet of a massage establishment or another personal service business that provides services in a room or space separate from the area where the primary business is conducted."

SECTION 6: Effective Date. This ordinance shall take effect 30 days following its adoption.

SECTION 7: Expiration and Termination of Moratorium. The Moratorium imposed by Urgency Ordinance No. 1121, as extended on July 12, 2022, shall expire and terminate on December 31, 2022, after which it shall have no further effect.

SECTION 8: 10-Day Report. In accordance with Government Code Section 65858(d), the City Council is issuing a written report 10 days prior describing the measures taken to alleviate the condition which led to the adoption of the moratorium.

SECTION 9: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 10: Custodian of Records. The City Clerk is the custodian of records of the documents and materials that constitute the record of proceedings on which this Ordinance and the above findings have been based, and such documents and materials are located in the City Clerk's Department, 7800 Katella Avenue, Stanton, California.

PASSED, APPROVED, AND ADOPTED this 10th day of January, 2023.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

HONGDAO NGUYEN, 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. 1125 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 13th day of December, 2023 and was duly adopted at a regular meeting of the City Council held on the 10th day of January, 2023, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 10, 2023

SUBJECT: ORDINANCE AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL – CHAPTER 2.56 PURCHASING AND APPROVAL OF PURCHASING POLICY AND PROCEDURES

REPORT IN BRIEF:

The City's Purchasing Policy and Procedures (Policy) were last updated in 2018. Pursuant to the Stanton Municipal Code, the Policy establishes guidelines surrounding the purchase and procurement of supplies, services, and equipment on behalf of the City. The City Council will consider an amendment to the Stanton Municipal Code Title 2 Administration and Personnel revising Chapter 2.56 Purchasing. The purpose of the ordinance is to incorporate those updates as directed by the City Council at its meeting of November 22, 2022. The proposed updates will streamline the City's purchasing system, thereby reducing the administrative burden and cost associated with purchasing and contracting activities while ensuring open and fair competition and competitive pricing.

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. City Council consider, waive further reading, and introduce for first reading Ordinance No. 1126, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE CITY'S PURCHASING ORDINANCE AS SET FORTH IN TITLE 2 OF THE STANTON MUNICIPAL CODE"; and

3. Set said Ordinance No. 1126 for second reading at the regular City Council meeting of January 24, 2023; and

4. Approve Administrative Policy IV-4-12, “Purchasing Policy and Procedures,” as revised, and allow the City Manager to update Administrative Policy IV-4-12 as needed for clarifying purposes.

BACKGROUND:

The City has not had a comprehensive update of its Administrative Policy IV-4-12, “Purchasing Policy and Procedures,” since its initial adoption in 2007. Although a segment of the underlying Stanton Municipal Code was last reviewed in 2018, the Policy as a whole has not been presented to the City Council in almost 15 years. Staff facilitated a review of the Policy and received direction from the Council at its meeting of November 22, 2022.

The City’s Municipal Code states the purpose of the purchasing system as follows:

In order to establish efficient procedures for the purchase of supplies and equipment, to secure for the city supplies and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure quality of purchases, a purchasing system is hereby adopted.

In addition, the City Manager, as the Purchasing Officer, is charged to:

- Keep informed of current developments in the field of purchasing, prices, market conditions and new products; and
- Prescribe and maintain such forms as are reasonably necessary to the operation of this chapter and any other rules and regulations.

ANALYSIS AND JUSTIFICATION:

Based on Council direction, staff has identified areas to clarify and streamline the Policy to align with current best practices. Moreover, certain sections of the Policy have been expanded upon to codify and bolster current practices. Among the more significant revisions to the Policy are the strengthening of the City’s “piggybacking” and sole source procurement standards, the addition of the design-build construction RFP option, and the formal outline of the City’s Master Service Agreement practices for on-call services. The Policy update also increases the purchasing threshold and signing authority limits to reflect changes in the present operating environment—namely inflation and the need to balance administrative overhead. Altogether, these updates will support the delivery of efficient, cost-effective, and high-quality municipal services. The proposed Policy will support the following principles:

- **Competitive Process.** The City seeks to promote full and open competition among potential vendors and service providers. Through full and open competition, the City is able to realize better pricing and more favorable terms.
- **Best Overall Value.** The City seeks the best value for its money when making purchases. When not required by law to select the lowest bidder, this principle permits the City to consider factors other than just price in determining what constitutes the best overall value to the City.
- **Fairness and Transparency.** The City seeks to promote fairness and transparency in the City's purchasing system, fostering equal opportunities for vendors wishing to do business with the City and ensuring that public expenditures are made in an open and consistent manner.
- **Compliance with Law and Best Practice.** The City follows applicable laws and regulations and promotes best practices. Purchases are conducted in accordance with the City's legal and ethical obligations and responsibilities.

Staff will review (and update, as appropriate) the Policy every few years to ensure that it continues to reflect the City's goals, priorities, and operating environment.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended actions.

ENVIRONMENTAL IMPACT:

None. This item is an administrative activity 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)(5) 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).

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S):

Obj. 4: Ensure fiscal stability and efficiency in governance.

Obj. 6: Maintain and promote a responsive, high-quality, and transparent government.

PUBLIC NOTIFICATION:

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

Prepared by: Jason Huynh, Management Analyst
Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director
Approved by: Hannah Shin-Heydorn, City Manager

Attachment(s):

- A. Proposed Ordinance No. 1126
- B. Administrative Policy IV-4-12, "Purchasing Policy and Procedures," current
- C. Administrative Policy IV-4-12, "Purchasing Policy and Procedures," as revised

ORDINANCE NO. 1126**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE CITY'S PURCHASING ORDINANCE AS SET FORTH IN TITLE 2 OF THE STANTON MUNICIPAL CODE**

WHEREAS, the City has previously adopted Chapter 2.56 providing for procedures and requirements for making purchases of goods and services; and

WHEREAS, it has been several years since sections of Chapter 2.56 were updated; and

WHEREAS, the City seeks to remove obsolete purchasing guidelines and clarify certain procedures in accordance with Administrative Policy IV-4-12: Purchasing Policy and Procedures; and

WHEREAS, the City has implemented purchasing best practices to facilitate the efficient delivery of quality municipal services, and wishes to memorialize those practices.

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

SECTION 1: **Recitals Incorporated.** The above recitals are true and correct and are incorporated herein by reference.

SECTION 2: Section 2.56.010 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby amended in its entirety and restated to provide as follows:

"2.56.010 Adoption of purchasing system

In order to establish efficient procedures for the purchase of goods and services, to secure for the city goods and services at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure quality of purchases, a purchasing system is hereby adopted. This chapter shall not be applicable to public works contracts governed by the Public Contracts Code."

SECTION 3: Section 2.56.020 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby repealed in its entirety.

SECTION 4: Section 2.56.030 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby amended in its entirety and restated to provide as follows:

“2.56.030 Formal contract procedure

Except as otherwise provided herein, purchases and contracts for goods and non-professional services at a cost greater than the city manager’s signing authority shall be awarded by written contract to the lowest responsible bidder pursuant to a competitive bid, whereby a written notice inviting bids is publicly posted. Purchases for goods and non-professional services at a cost equal to or less than the city manager’s signing authority may be conducted pursuant to the procedure described in Section 2.56.040.”

SECTION 5: Section 2.56.040 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby amended in its entirety and restated to provide as follows:

“2.56.040 Open market procedure

Purchases of goods and non-professional services at a cost greater than a department director’s signing authority but equal to or less than the city manager’s signing authority may be awarded by the city manager pursuant to an informal bid on the open market, without observing the procedure described by Section 2.56.030. The open market procedure solicits informal bids through any reasonable solicitation method. Open market purchases shall, wherever possible, be based on at least three bids, and shall be awarded to the lowest responsible bidder. Purchases for goods and non-professional services at a cost equal to or less than the department director’s signing authority may be conducted pursuant to the procedure described in Section 2.56.042.”

SECTION 6: Section 2.56.042 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby added as follows:

“2.56.042 Over-the-counter purchases

Purchases of goods and non-professional services at a cost equal to or less than a department director’s signing authority may be made by the department director at the lowest possible cost commensurate with the quality needed, without observing the procedures described by Sections 2.56.030 and 2.56.040. Prudent judgment shall be used at all times to ensure that the purchased supplies and services are received in good condition and at a fair price, and the department director is strongly encouraged to obtain competitive quotations.”

SECTION 7: Section 2.56.043 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby added as follows:

“2.56.043 Request for proposals

Purchases of professional services at a cost greater than the city manager's signing authority shall be awarded by written contract to the most qualified proposer pursuant to a formal request for proposals, whereby a written notice inviting proposals is publicly posted. Proposals must be evaluated using the quality-based selection (QBS) process in accordance with Public Law 92-582. Purchases for professional services at a cost equal to or less than the city manager's signing authority may be conducted pursuant to the procedure described in Section 2.56.120.”

SECTION 8: Section 2.56.045 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby amended in its entirety and restated to provide as follows:

“2.56.045 Exceptions to formal bidding requirements

The following exceptions are made to the formal bidding requirements set out in Sections 2.56.030, 2.56.040, and 2.56.043 of this code:

- A. Best Interests of the City. Except where otherwise prohibited by law, the appropriate purchasing authority may make a contract award without following the required procurement methods, provided that said authority finds the award to be in the best interests of the City or of the public health, safety, and welfare of the community.
- B. Serving as a Pass-Through Agency. When the City is a fiscal agent, receiving federal, state, or county funds on behalf of a separate entity.
- C. Cooperative Purchasing. When the City develops a contract off of another government agency's or purchasing cooperative's competitively bid contract to secure value pricing and/or reduce administrative overhead.
- D. Emergency. When a sudden, unexpected occurrence poses a clear and imminent danger, requiring immediate action by the City to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
- E. Mandated Expenditures. When expenditures are mandated by law or regulation.
- F. Non-Traditional Procurements. When certain goods and services are acquired in a specific manner that meets the “best quality and value” standards outside of the open, competitive market.

G. Commodities. When expenditures for commodities that are not readily adaptable to formal bidding requirements.

H. Sole Source. When only one supplier, for reasons of expertise, standardization, quality, compatibility, specifications, or availability, is capable of providing the required product or service.”

SECTION 9: Section 2.56.050 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby repealed in its entirety.

SECTION 10: Section 2.56.060 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby amended in its entirety and restated to provide as follows:

“2.56.060 Encumbrance of funds

Except in cases of emergency, the City shall not issue any purchase order or contract for supplies or equipment unless unencumbered appropriations exist in the department against which such purchase is to be charged.”

SECTION 11: Section 2.56.070 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby amended in its entirety and restated to provide as follows:

“2.56.070 Inspection and testing

The City shall inspect, or cause to be inspected, supplies and equipment delivered to determine their conformance with the specifications set forth in the order or contract. The City shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries as necessary to determine their quality and conformance with specifications.”

SECTION 12: Section 2.56.080 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby repealed in its entirety.

SECTION 13: Section 2.56.090 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby repealed in its entirety.

SECTION 14: Section 2.56.100 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby repealed in its entirety.

SECTION 15: Section 2.56.110 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby repealed in its entirety.

SECTION 16: Section 2.56.120 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby amended in its entirety and restated to provide as follows:

“2.56.120 Personal, professional and consulting services—City manager authority to contract.

The city manager is authorized to contract for personal, professional and consulting services when the amount of the contract does not exceed the city manager’s signing authority and unencumbered amounts sufficient to cover the contract cost exist in the department which the expense is to be charged to.”

SECTION 17: Section 2.56.120 of Chapter 2.56 of Title 2 of the Stanton Municipal Code is hereby amended in its entirety and restated to provide as follows:

“2.56.130 Surplus supplies—Trade-ins and sale.

- A. The City shall have the authority to negotiate trade-ins on new supplies and equipment for supplies or equipment which cannot be used by any department or which have become unsuitable for city use.
- B. Surplus supplies and equipment which cannot be used by any department or which have become unsuitable for city use may be disposed of by auction or sale or otherwise after receiving bids or proposals which, in the determination of the city manager, provide the best and most responsible return to the city.”

SECTION 18: Except as modified in this ordinance, the remaining sections of Chapter 2.56 shall remain in full force and effect.

SECTION 19: Effective Date. This ordinance shall take effect 30 days following its adoption.

SECTION 20: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 21: Custodian of Records. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted in the three (3) designated posting places within the City of Stanton within fifteen (15) days after its passage.

PASSED, APPROVED, AND ADOPTED this 24th day of January, 2023.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

HONGDAO NGUYEN, 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. 1126 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 10th day of January, 2023 and was duly adopted at a regular meeting of the City Council held on the 24th day of January, 2023, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

**PURCHASING AND CONTRACTING GUIDELINES
FOR
THE CITY OF STANTON**

EFFECTIVE
[DATE]

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CITY OF STANTON – PURCHASING AND CONTRACTING GUIDELINES

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1. INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose, Applicability, and Authorization.

The Purchasing and Contracting Guidelines (“Guidelines”) document the procedures and associated roles and responsibilities for contracting with consultants, contractors, or vendors (collectively referred to as “vendor” or “vendors”) for the purchase of Goods, Services, and Public Projects used for the operation of the City of Stanton (“City”). These Guidelines are intended to establish a system of internal controls and decision-making processes for the efficient use and expenditure of public funds. They have been developed to facilitate standardization across all departments, clarify roles and responsibilities, and serve as a tool for employee training and development.

The City’s purchasing philosophy is to ensure fiscal stability and efficiency in governance through the procurement of Goods, Services, and Public Projects at the best quality and value in an open and competitive market. The City strongly encourages broad participation in the procurement process. Opportunities are advertised regularly through the City’s website and other means to encourage a wide range of respondents.

The City Manager may delegate the authority to coordinate and manage the procurement of Goods, Services, and Public Projects on behalf of the City within the limits of, and as may be authorized by the City’s Purchasing Ordinance. The City Manager, or their designee, is responsible for enforcement of the terms of these Guidelines. All City employees are responsible for abiding by these Guidelines.

These Guidelines are subordinate to the requirements contained within the City’s Charter and Purchasing Ordinance, codified as Chapter 2.56 of the Stanton Municipal Code, as they may be amended from time to time. These Guidelines are compliant with Title 2 of the Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. More restrictive procurement methods shall be used, and more restrictive provisions followed 1) if required by Federal, State, and/or County law; 2) where Federal, State, and/or County funds are involved for the purchase; or 3) when the City Council or City Manager determines it is in the best interests of the City.

The City is considered a “state and local government” agency, and therefore, any City procurements using Federal, State, or County grant monies must follow the regulations as set forth by the funding agency. When procuring supplies and equipment, general services, maintenance work, professional services or public projects under a Federal Award, the City shall comply with all applicable policies and procedures.

1.2 Ethics in Procurement.

In all procurement activities, City employees, officers, and agents must abide by the *City’s Conflict of Interest Code*, *City’s Personnel Rules*, *City Council Ethics Policy*, and the *Fair Political Practices Commission & Political Reform Act*.

Any City employee, officer, or agent that violates these standards of conduct shall be subject to disciplinary action, up to and including termination. Such violations may also result in criminal prosecution.

Conflict of Interest.

Employees must follow applicable laws, rules, and regulations regarding conflicts of interest including, but not limited to, the Political Reform Act, the prohibition against contractual conflicts of interest, and guidelines in the California Code of Regulations regarding acceptance of gifts.

Disclosure of Political Contributions.

For Requests for Bids/Requests for Proposals, included in the bid/proposal documents shall be a Conflict of Interest form to be submitted by the bidding/proposing vendor. The form shall require the vendor to submit a written disclosure to the City declaring any political contributions of money, in-kind services, or loans made to any member of the City Council. If a vendor declines to submit the written disclosure, they will be considered non-responsive.

Vendor Gifts and Gratuities.

The receiving of gifts and/or other symbols of appreciation may compromise the integrity of professional relationships and can lead to inappropriate business practices. Subject to guidelines in the California Code of Regulations, no employee, officer, or agent, shall receive or agree to receive, directly or indirectly, any compensation, reward, or gift from any source except from his or her appointing authority or employer, for any action related to the conduct of the City's business.

Provided the City has not adopted more stringent standards, the Political Reform Act imposes limits on gifts, payments, and gratuities received by elected officials and designated employees. A non-exhaustive summary of these limitations is as follows:

- Officers and designated employees may not accept gifts from any single source **totaling more than \$520** (effective January 1, 2021 - December 31, 2022) in a calendar year. The gift limit is adjusted biennially to reflect changes in the Consumer Price Index; and
- Gifts from a single source aggregating to **\$50 or more** must be disclosed on a Statement of Economic Interests (FPPC Form 700).

Contracts with Employees or Organizations Owned by Them.

Employees shall not knowingly award a Contract or Agreement to a City employee or to a business concern owned or substantially owned/controlled by one or more City employees.

Personal Purchases from Suppliers, Vendors, or Contractors.

Employees or their immediate relatives are NOT to utilize the employee's position with the City to solicit or utilize discounts, promotions, or other concessions from City suppliers, vendors, or

contractors to purchase supplies, equipment, tools, etc. Employees or their immediate relatives are, however, permitted to utilize discounts, promotions, etc. offered to the general public by City suppliers, vendors, or contractors.

Ethical Procurement Practices.

The City strives to maintain good working relationships with its vendors and suppliers, as well as the business community at large. Every employee has the ability to influence the opinions of others through daily interaction with the business community. In personal contacts with vendors and suppliers, employees shall represent the best interests of the City by conducting business in a fair, equitable, and ethical manner. The City subscribes to the following Principles and Standards of Ethical Supply Management Conduct:

- Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications (including, but not limited to, biased withholding/disclosure of information and willful misleading in regard to the Good(s), Service(s), or Public Project(s) being solicited).
- Avoid any personal business or professional activity that would create a conflict between personal interests and the interests of the City.
- Avoid soliciting or accepting money, loans, credits, preferential discounts, gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence, procurement decisions.
- Handle confidential or proprietary information with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- Conduct procurement activities in accordance with state and federal laws, City policies and practices, and these ethical principles and standards of conduct.

If at any time it shall be found that the person to whom a Contract or Agreement has been awarded has, in presenting any bid(s), proposal(s), or quote(s), colluded with any other party or parties for the purpose of preventing any other bid or quote being made, then the Contract or Agreement awarded shall be null and void.

1.3 Stakeholder Responsibilities During Procurement.

Department Responsibilities.

Each department procuring Goods, Services, and Public Projects must participate in, and has responsibilities for, the procurement process. These include, but are not limited to, the following tasks:

- Budget accountability resides with the Department Heads who are responsible for ensuring their budgets stay within authorized funding levels;

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- Determine your funding source. If funds come from outside the City, determine any requirements that the funding source places on the procurement. In particular, federal funding has a multitude of additional requirements that must be complied with;
- Create detailed specifications to ensure the successful vendor provides the City with acceptable Goods, Services, or Public Projects;
- Determine if the resulting Services or Public Projects will require the vendor to pay prevailing wages. If applicable, ensure the vendor is registered with the Department of Industrial Relations (DIR) and has the required contractor's license. (See Appendix A for DIR requirements);
- Contact the Finance Department to ensure the vendor has a current City business license and W-9 on file;
- Review insurance matrix (see supplemental staff resource guidance) to determine if requested insurance limits are appropriate prior to soliciting quotes, issuing a contract, or issuing an RFB/RFP. For consultation, contact the Human Resources/Risk Management Division who may coordinate with the City Attorney's Office and/or the California Joint Powers Insurance Authority (CJPIA); and
- Prepare requisitions according to instructions to minimize processing time.

Risk Management Responsibilities.

The City contracts with the CJPIA for the provision of professional risk management services. In consultation and coordination with City staff and the City Attorney, Risk Management determines the appropriate insurance limits required for different procurements.

Finance Department Responsibilities.

The Finance Department supports procurements by assisting the requesting department in complying with these Guidelines. The Finance Department shall also:

- Supervise and be responsible for the disbursement of all monies and have control of all expenditures to ensure that budget appropriations are not exceeded;
- Audit all Purchase Orders before issuance; and
- Audit and approve before payment, all bills, invoices, payrolls, demands or charges against the City and, with the advice of the City Attorney, when necessary, determine the regularity, legality, and correctness of such claims, demands, or charges.

1.4 Budget Review and Application.

- 1 To facilitate the development and production of the Annual Operating Budget, on an annual basis each Department Head shall furnish to the City Manager and Finance Director estimates of revenues

and expenditures for the respective department. The City Manager and Finance Director shall each review, and may revise, the estimates.

- 2 At least thirty (30) calendar days prior to the beginning of each fiscal year, the City Manager shall submit to the City Council the proposed budget. The City Council shall hold a public hearing before the start of the fiscal year, noticed not less than ten (10) calendar days prior to the hearing date. Copies of the proposed budget shall be available for inspection by the public at City Hall at least 72 hours prior to said hearing.
- 3 After the conclusion of the public hearing, the City Council shall make any revisions of the proposed budget as it may deem appropriate. On or before the first date of the fiscal year, the City Council shall adopt the budget for that fiscal year by resolution.
- 4 From the effective date of the budget, the amounts stated therein as proposed expenditures shall be appropriated to the departments for the respective objectives and purposes stated. Some appropriations shall lapse at the end of the fiscal year, to the extent that they shall not have been expended or lawfully encumbered. Appropriations for Public Projects or other activities with contract terms extending beyond the end of the fiscal year will be carried over into the next fiscal year and reported to the City Council no later than six months after the end of fiscal year.

2. TYPES OF PURCHASES

2.1 Goods. “Goods” means any and all supplies, materials, equipment, vehicles, articles, things, or property, other than Real Property, furnished to be used by the City. Examples include fuel, sand, paint, office supplies, furniture, and mechanical parts. Unless only one brand of a certain Good is acceptable due to compatibility or other restrictive requirements, any brand name used in procurement specifications will be used only for the purpose of establishing descriptive information and will not be used to restrict competitive bidding. The purchase for Goods can be “one time” or ongoing within the fiscal year (Open Purchase Order).

2.2 Real Property. “Real Property” means land or improvements to land that is permanently attached to said land, including, but not limited to, inherently permanent structures such as buildings. Real Property also includes water and air space superjacent to the land and natural products and deposits that are unsevered from the land.

2.3 Services. “Services” means Non-Professional Services and Professional Services.

“Non-Professional Services” refers to the furnishing of labor, time, or effort by a vendor. These are routine, recurring, and usual work for the preservation or protection of a publicly owned, or publicly operated facility for intended purposes. The purchase of Services can be one-time (Purchase Order) or ongoing (Open Purchase Order, Annual Contract, Multi-year Contract). One-time Purchase Orders for services are typically minor repairs such as painting, plumbing, or special cleaning.

“Professional Services” refers to services provided by a person, company, corporation, or firm engaged in a profession based on a generally recognized special knowledge, skill, license, and/or certification to perform the work including, but not limited to, the professions of accountant, attorney, artist, architect, landscape architect, construction manager, materials tester, inspector, engineer, environmental consultant, training/educational consultant, or land surveyor, and whose services are considered distinct and unique.

Per California law, the procurement of Professional Services must be selected on the basis of qualifications, or Qualifications Based Selection (QBS) in accordance with Public Law 92-582. The procurement of Professional Services can be one-time or multi-year. Professional services contracts have provisions for specific terms, compensation amounts, and scopes of services. Professional services contracts are typically rolled over at the end of the fiscal year in accordance with the contract term, contingent upon budget availability, unless the service has been deemed complete and all invoices are paid and final. Budget availability will be confirmed as part of the year-end closing process and surplus review.

2.4 Public Projects.

“Public Projects” are Capital Improvement projects and programs for the purpose of constructing or rehabilitating public infrastructure. Public Projects include, but are not limited to:

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- Street, alley, and roadway improvements including traffic signals, pavement, striping, gutters, curb ramps, driveway approaches, sidewalks, concrete flatwork, medians, and related landscaping and irrigation;
- Drainage improvements including pipelines, catch basins, culverts, and detention/retention ponds;
- Sewer system improvements including pipelines, manholes, and lift stations;
- Park improvements including trails, sport courts, tot lots, open space, public art, and restrooms; and
- Building improvements including the Family Resource Center, Corporate Yard, and Community Center/Civic Center.

Contracting for Public Projects must comply with the California Public Contracting Code and the Stanton Municipal Code (SMC). Any public project that utilizes Federal, State, and/or County funding must comply with the applicable Federal, State, and/or County procurement rules to maintain funding eligibility. Federal and State programs such as the Active Transportation Program (ATP), Safe Routes to School or Highway Safety Improvements Program (HSIP), and others have unique procurement requirements stated within Local Assistance Procedure Manual (LAPM) and Local Assistance Procedure Guidelines (LAPG) that are subject to change. Sample agreements provided by such programs shall be reviewed by the department and City Attorney for general conformance prior to application to obtain funds, as the requirements for the granting agency may take precedence over the City's purchasing policy (i.e., the City's Purchasing Policy may not apply in these circumstances).

The management of Public Projects, including preliminary concept, design, and construction, is typically governed by standardized Public Works plans, specifications, and operational procedures. Therefore, Public Works will manage all Public Projects on behalf of all City departments. Department Heads will consult with the Public Works Director to advance their public infrastructure needs through the City's capital improvement program.

Public Projects delivery may be sought by methods allowable in the Public Contract Code, the SMC or other State codes, as authorized by the City Council.

3. METHODS OF PURCHASING

3.1 Purchasing Cycle and Overview.

The purchasing cycle establishes the proper steps for department staff to follow when requisitioning Goods, Services, and Public Projects.

1. Budget the expenditure. The budget authorizes the City Manager and designees to purchase the Goods, Services, and Public Projects in the line-item budget document.
2. Identify and utilize the appropriate procurement procedure based on purchase type and dollar value.
3. Select/recommend a vendor and execute appropriate agreement.
4. Payment authorization will proceed based upon the type of purchase.

3.2 Payment. One-time purchases for goods and services will be processed upon completion or receipt of goods or services. Payment authorizations for public projects, professional services, and ongoing service contracts will be on a “Net 45” monthly basis throughout the term of the Contract or Purchase Order, unless the City and vendor have agreed to alternate terms. “Net 45” means that a check must be issued to the vendor no later than forty-five (45) calendar days after the invoice is received.

3.3 CAL-Card.

CAL-Card is the registered name of the State of California’s Purchase Card Program. CAL-Card is a VISA purchase card provided by a State of California leveraged procurement agreement (LPA) and offered to participating state and local government agencies. CAL-Card provides a flexible payment mechanism for the acquisition of goods and services with flexible spending limits and merchant category codes (MCC) for each card. Cards are issued in the name of the cardholder and billed to the agency.

The City utilizes CAL-Cards to promote administrative convenience and efficiency. However, the use of a CAL-Card should not be used to circumvent the Accounts Payable cycle or the Business License Ordinance. A City-issued CAL-Card is the personal responsibility of the employee to whom the card is issued and can only be used in accordance with the City’s *Purchasing Card Policy and Procedures Program Guide* (see supplemental staff resource guidance) for official City business.

3.4 Payable Voucher.

A payable voucher is required under all circumstances.

3.5 Purchase Order.

A Purchase Order (PO) is generated in response to a requisition as a written confirmation of an order and as a contract between the supplier and the City. A PO submitted by an authorized person becomes

a legally binding contract. Unauthorized purchases are void and not considered an obligation of the City. A PO is required for any of the following circumstances:

- All Goods purchased at **\$3,000 or more**, except for emergencies as defined herein;
- The provider of goods requests that a PO be issued;
- The purchase of services; or
- Any purchase associated with a Capital Improvement project or program that is approved by the City Council.

Notwithstanding the above conditions, a PO shall NOT be required for the purchase and payment of routine, consistent expenses, such as, but not limited to: payroll taxes and related expenses, payments on previously approved leases, contract services, utility bills, or similar expenses. Such purchases shall be made through payable vouchers in accordance with accepted accounting standards.

Open Purchase Orders (OPOs) for services are typically used for multiple on-call repairs or ongoing issues such as drain cleaning and pest control. Open Purchase Orders are typically not rolled over into the following fiscal year unless invoicing and payment extend beyond the end of fiscal year.

POs and OPOs shall not be issued or authorized unless there exists an unencumbered appropriation in the fund account against which such purchase is to be charged. POs/OPOs shall be issued to a vendor prior to ordering or procurement, and not “after the fact” for work already done or materials already ordered. The requesting Department Head shall also retain a copy of the PO/OPO.

The PO/OPO requisition process is as follows:

1. Department staff enters requisition request into City system;
2. Department Head reviews and approves request;
3. Finance staff reviews request and routes for approval based on purchasing authority limits;
4. Finance staff issues PO to department staff.

3.6 Contract.

Contracts will typically be used when procuring Services, Public Projects, and Real Property and may also be preferable when procuring unique or custom manufactured Goods, especially when acquired by means of lease, rental, or installment purchase. When preparing solicitation documents, the appropriate contract template should be included (see Section 5.1, “Standard Contracts,” of these Guidelines). A Standard Contract is NOT required under the following circumstances:

- For Non-Professional Services where a Purchase Order for **less than \$40,000** has been bid out or informally negotiated to cover said services.
- For Real Property acquired pursuant to the power of eminent domain and entry of a decree by the court.
- For Real Property acquired as a result of filings and recording of a map or plat, as required by California Code.

Annual Service Contracts are typically used for regular services such as tree trimming, traffic signal and street light repairs, refuse hauling, janitorial services, street sweeping, bus shelter cleaning, sewer and storm drain cleaning, and sewer repairs. Annual contracts are typically not rolled over into the following fiscal year unless invoicing and payment extend beyond the end of fiscal year.

Multi-Year Service Contracts are typically used for on-call services such as street repair and sidewalk repair. Multi-year on-call service contracts are typically rolled over at the end of the fiscal year in accordance with the contract term, contingent upon budget availability. Budget availability will be confirmed as part of the year-end closing process and surplus review.

Design-Build Contracts may be used for the design and construction of public works projects costing **in excess of \$1,000,000**. Prior to the execution of a design-build contract, the City Council shall evaluate at a public meeting the comparative advantages for the particular project of the traditional design, bid, and build process of construction and the design-build process. No design-build process contract shall be executed unless the City Council makes written findings that use of the design-build process on the project will accomplish one or more of the following objectives: reduction of project costs; expediting project completion; or provision of design features not achievable through the design, bid, and build process.

Franchise Agreements will be used when applicable and in conformance with state and federal law.

3.7 Year-End Purchase Order and Contract Procedures and Carry-Over.

Purchase orders and contracts will be closed out or carried over in accordance with the following:

- One-time Purchase Orders (PO) and Open Purchase Orders (OPO)
 - POs without a listed term, for one-time purchases of goods and services, or open POs that are completed before the end of the fiscal year and have been paid for shall be automatically closed. These POs are typically not rolled over into the following fiscal year unless invoicing and payment extend beyond the end of fiscal year;
 - Open Purchase Orders (OPO) will be sent to each department for review prior to the close of the fiscal year. Departments will identify those OPOs that should remain open. When a PO is carried over to the next fiscal year, Department Heads should ensure these rollover amounts are included in their upcoming fiscal year budget. In the event insufficient funds have been

budgeted, the Department Head may request the unspent funds to be reappropriated as part of the mid-year process; and

- All Open Purchase Orders (OPO) will be closed by the second Tuesday in July, after the last accounts payable batch for the current fiscal year has been completed. If any of the OPOs need to be re-established in the upcoming fiscal year, Department Heads should begin processing the requisition as soon as the adopted budget is loaded in the City's Finance system and the new fiscal year is open.
- Annual Service Contracts are deemed complete at the end of fiscal year. These contracts are not carried over unless invoicing and payment extend beyond end of fiscal year.
- The following types of contracts may span fiscal years and may be carried over in accordance with contract terms and available budget:
 - Capital Improvement Project Contracts;
 - Multi-Year On-Call or Maintenance Service Contracts;
 - Professional Services Contracts; and
 - Public Project Contracts.

4. PROCUREMENT PROCEDURES

4.1 Appropriations Requirement. No contract or purchase shall be made unless there is an unencumbered appropriation in the fund against which such expenditure is to be charged sufficient to cover the amount of purchase or contract, unless in cases of emergency.

4.2 Unauthorized Purchases. No officer or employee of the City shall request a vendor to deliver Goods, Services, or Public Projects to the City without prior authorization by the appropriate purchasing authority. Such purchases are void and not considered an obligation of the City.

4.3 Split Purchases. A split purchase occurs when the quantity or scope of a required Good, Service, or Public Project is known prior to the initial purchase, and is divided into multiple purchases in order to avoid procurement requirements. Split purchases are prohibited and are considered fraud, waste, and/or abuse by auditors and in violation of best practices standards.

4.4 Environmentally Preferable Purchasing.

Environmentally Preferable Purchasing (EPP) is the procurement of goods and services that have a reduced impact on human health and the environment compared to competing products serving the same purpose. EPP should be utilized when it is practical and economically feasible. In addition, the City shall annually procure for its own use, or to give away to the public or third parties, a quantity of recovered organic waste products that meets or exceeds its annual recovered organic waste product procurement target set under SB 1383.

- Per SB 1383, the City shall procure paper products such as printing and writing paper consistent with the requirements of Sections 22150-22154 of the Public Contract Code. This shall include purchasing paper with at least 30% post-consumer fiber (by fiber weight), consistent with the requirements of CalRecycle. The City shall keep records of vendor names, physical addresses, contact information, quantities purchased, percentage of recycled content (by fiber weight) for each paper product, dates of purchase, and invoices of such purchases as defined in 18993.2 of SB 1383 Regulation for a period of 5 years and shall report annually per reporting requirements noted in SB 1383.
- By January 1, 2025, the City shall also procure 8% per capita tons of organic waste through renewable gas (in the form of transportation fuel, electricity, or heat), mulch and compost, and electricity generated from biomass conversion. The City anticipates meeting this requirement through its trash hauler.

For more information about the City's requirements under SB 1383, see *City's Recovered Organic Waste Product Procurement Policy*.

4.5 Local Vendor Preference.

The City's Local Vendor Preference is intended to benefit local businesses and promote the economic health of the City by keeping dollars and jobs within Stanton. For the purposes of this section, a local

vendor/bidder shall be a business having a valid City Business License and a fixed business location within the incorporated City limits. A Local Vendor Preference shall not be granted for contracts involving Professional Services and Public Projects, or as otherwise prohibited by law.

Minor Purchases. For purchases where the value of goods or services to be purchased total less than \$3,000, every effort to utilize a local vendor shall be exercised. The City must attempt to solicit quotes from local vendors first, but quotes from non-local vendors may not be rejected on the basis of location.

Purchases of Supplies and/or Equipment. Notwithstanding the exceptions outlined below, the local vendor with the lowest local bid shall receive a two percent (2%) preference discount off their bid/quote price. Upon applying the Local Vendor Preference, if the bid/quote from that local vendor becomes the lowest overall responsible bid/quote or becomes tied for the lowest overall responsible bid/quote, the City shall select that local vendor, even though the actual cost to the City would not be the lowest. The expectation is that the City would not face a net loss, due to the collection sales, transactions, and use taxes from the purchase.

This Local Vendor Preference does NOT apply for a local vendor under any of the following circumstances:

- State or Federal statutes or regulations require that the bid/quote be exempted from local preferences and must be awarded to the lowest responsible bidder.
- The bid/quote is part of a cooperative purchase done with other public agencies.
- The local vendor fails to demonstrate that they are a responsible bidder for the bid/quote.
- The bid/quote from the local vendor is already the overall lowest responsible bid/quote without the Local Vendor Preference discount. (In such a case, the local vendor shall be awarded the contract with their bid/quote left as-is.)

4.6 Key Definitions.

Request for Information (RFI). An RFI is a document used to solicit price, delivery, other market information, or capabilities for planning purposes. Responses to the RFI are not offers and cannot be accepted by the City to form a binding contract unless otherwise specified in the solicitation.

Request for Professional Qualifications (RFPQ). An RFPQ is a document which describes the project or services required and solicits qualifications and capabilities from firms for the purposes of refining a project's scope of work.

Request for Proposals (RFP). An RFP is a document that solicits firms to submit a proposal to perform the scope of work associated with a proposed project. Cost is not the sole basis for selection in an RFP; other qualifications including experience, turnaround time, and approach to work are important factors when evaluating proposals. RFPs are project-specific, and preparation requires general

knowledge of the project. An RFP may be used as a pre-qualification step to engage a service provider, screening candidates in advance of a subsequent RFP or bidding process. An RFP will contain reference to qualifying criteria.

Request for Quotes (RFQ). An RFQ is a document that solicits vendors to submit informal cost estimates for the specified Goods or Non-Professional Services required.

Request for Bids (RFB). An RFB is a document that solicits vendors to submit formal (written and signed) cost estimates for the specified Goods or Non-Professional Services required.

Responsive Bid/Proposal. A bid/proposal that conforms to all of the material terms of the bid package and promises to do what the bidding instructions demand. In addition to price, consider the following elements to determine if a bid is responsive:

- A responsive bid is in full conformance with the requirements of the invitation to bid, including specifications and the City's contractual terms and conditions. Conformance may also include providing proof of insurance, completed forms, references, and all other information as requested in the bid document;
- Bidders who substitute terms and conditions or who qualify their bids in such a manner as to nullify or limit their liability shall be considered non-responsive; and
- A bidder may be determined to be non-responsive if the bidder fails to furnish proof of qualifications when required.

Responsible Bidder. A vendor whose bid/proposal demonstrates an ability to satisfactorily perform in full (and in good faith) the contract requirements. A range of factors may be used to determine bidder responsibility, including, but not limited to, performance history, reliable financial information, safety record, bonding and insurance capacity, experience and references, personnel, litigation history, claims, and licensing. A responsible bidder demonstrates the following characteristics, including, but not limited to:

- Can provide product quality, fitness, and capacity for the required usage;
- Has the financial resources and capacity to perform the contract or provide the services required;
- Has demonstrated character, integrity, experience, quality of performance, and efficiency, particularly with reference to past purchases by the City or other public agencies;
- Has the ability to perform within the required time frame and provide future maintenance and service for the use of the subject of the contract; and
- Can meet all insurance and DIR requirements.

Best Value. The procurement standard by which selected proposer may be selected in the City's sole and absolute discretion on the basis of objective criteria for evaluating the qualifications of proposers,

with the resulting selection representing the best combination of price and qualifications. Note that the best value may not be the lowest proposed price.

4.7 Open-Market Bid (AKA Informal Bid).

Open-Market Bidding is to be used for the procurement of **Goods and Services** whose **total/cumulative value in excess of \$5,000, but less than or equal to \$40,000**. Open-Market Bidding is also to be used for procurements regarding **Public Projects** whose **total/cumulative value in excess of \$200,000, but less than or equal to \$60,000**.

1. **Prepare Request for Quotes (RFQ) and/or Solicit Quotes.** The requesting department should exercise its discretion to determine whether to ask for the City Manager's approval to pursue such a procurement. After verifying with the Finance Department that an adequate unencumbered appropriation for the planned purchase exists, the requesting department documents a description of Goods or scope of Services to be provided, whether a security deposit is required, and the proposed PO or Contract, with input from Risk Management, as necessary.

Solicit via posted notice, telephone request, email request, website search, or any other reasonable solicitation method, at least three (3) price quotes (with appropriate documentation based on dollar limit – see Appendix B for Quote Documentation Form (QDF)). Adequate time should be allotted to permit a response.

- If unable to obtain a minimum of three (3) price quotes, staff shall document the reasonable efforts that were made (i.e., no other vendors to solicit, vendors declined to provide a bid, etc.).
2. **Rejection of Quotes.** The requesting department may recommend rejection of any or all informal quotes, with or without cause, if it is determined to be in the best interests of the City. If all quotes are rejected, the City may re-solicit quotes or abandon the purchase.
 3. **Award Selection.** Awards should be made to the best qualified vendor presenting a quote that is in the best interests of the City. This typically means the lowest quote that fully meets the requirements or the best qualified proposal.
 4. **Request for Approval.** The requesting department shall submit a requisition or agreement (see Appendix C for Model Agreement Checklist), which includes the recommended vendor, with all supporting documentation to Finance. Supporting documentation shall include a completed QDF (Appendix B), certificates of insurance, and bonds, as applicable. The Finance Director and/or City Manager, depending on the purchase amount, shall review the recommendation and supporting documentation.
 - The City Manager may decide to accept the recommendation, request additional negotiations, request additional quotations, or reject the recommendation.

- If the City Manager chooses to reject the recommendation, the City Manager shall direct the requesting department to either apply competitive bid procedures to the purchase, modify the request for quotes and re-advertise, complete the service in-house, or abandon the procurement effort without further action.

4.8 Request for Proposals (RFP).

Request for Proposals (RFP) is to be used for the procurement of Professional Services whose **total/cumulative value is greater than \$40,000**. Note that proposals for professional services must be evaluated using the quality-based selection (QBS) process in accordance with Public Law 92-582.

1. **Develop Scope of Work and Funding.** The requesting department shall ask for the City Manager's approval to pursue such a procurement.
 - If the required services are particularly specialized and additional information is required to help determine the proper scope of work, an RFI shall be issued.
 - If the qualifications of the available consultants are unknown and the desired scope of work is dependent on such qualifications, an RFPQ may be issued.
2. **Prepare Request for Proposals (RFP).** After verifying with the Finance Department that an adequate unencumbered appropriation for the planned purchase exists, the Department will identify the proposed scope of work and provide background information, as required. The RFP shall also state the proposal requirements (including deadlines and security deposit requirements), evaluation criteria, rules and regulations of the solicitation, rights reserved by the City, and a sample Contract. The RFP shall incorporate input from Risk Management, as necessary.
3. **Solicit Proposals.** The submission window (from the date the RFP is posted to the deadline for proposals to be submitted) shall be a minimum of ten (10) business days. All timely qualifications/proposals received will be retained per the City's *Document Retention Schedule*.
 - If an RFPQ was utilized or a relevant Master Service Agreement (MSA) is on file, only those candidates who successfully respond to the RFPQ or entered into the MSA and meet the qualification criteria will be included in the subsequent RFP or bidding process.
 - If neither an RFPQ nor an MSA can be applied, the requesting department shall publicly advertise the RFP at key locations, which may include City Hall, the Stanton Public Library, the City website, a newspaper of general circulation in Orange County (if applicable), appropriate trade publications (if applicable), and locations required by ordinance (if applicable). Additionally, the department may send the RFP to select professionals/firms.
4. **Rejection of Proposals.** The City may, in its sole and absolute discretion, reject any one or more items in any proposal or waive any irregularities or informalities in the proposals, if deemed to best serve the interests of the City. A department may recommend rejection of any or all proposals, with or without cause, if determined to be in the best interests of the City. If all

proposals are rejected, the City may re-solicit proposals (with or without modification to the request) or abandon the purchase.

5. **Interview Selection and Interviews.** Proposals shall be ranked based upon qualifications and ability to perform the proposed scope of work. The top-ranked proposers shall be invited to interview. During the interviews, staff may negotiate changes to the scopes of work and/or cost proposals.
6. **Background Checks.** Appropriate background and reference checks will be conducted for the vendor with the best qualified proposal.
7. **Award Selection.** Award selection will be based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services at fair and reasonable prices.
8. **Contract Negotiation.** During contract negotiations, an agreement must be made on the scope of work as well as the not-to-exceed total contract cost. If an agreement cannot be reached, the City may move to the vendor with the next-best qualified proposal or abandon the procurement process altogether.
9. **Request for Approval.** The requesting department shall submit the contract (approved as to form by the City Attorney), along with certificates of insurance and bonds, where applicable, to the Finance Director and/or City Manager for review and approval.
 - If the City Manager accepts the contract and the contract's total not-to-exceed cost is **greater than \$40,000**, the contract shall be brought to the City Council for review and approval by the Department Head.
 - If either the City Manager or City Council chooses to reject the recommendation, the City Manager shall direct the requesting department to either modify the RFP and re-advertise, complete the service in-house, or abandon the procurement effort without further action.

4.9 Competitive Bid for Procurements Besides Public Projects.

The Competitive Bid procedure described in this section is to be used for the procurement of Goods and Non-Professional Services whose **total/cumulative value is greater than \$40,000**.

1. **Develop Scope of Work.** The Department Head shall prepare a scope of work consistent with the approved budget and project authorization of the City Council.
 - If the required services are particularly specialized and additional information is required to help determine the proper scope of work, an RFI shall be issued.
 - If the qualifications of the available contractors/vendors are unknown and the desired scope of work is dependent on such qualifications, an RFPQ may be issued.

2. **Prepare Request for Bids (RFB).**

- If the scope of work is substantially prescriptive and the major evaluation criteria will be price, an RFB may be issued.
- If the scope of work allows for innovative approaches and the other non-price qualifications will be major evaluation criteria, an RFP may be issued.

The RFB will identify the proposed scope of non-professional services and provide background information for the proposed services, as required. The RFB shall also state the bid requirements (including deadlines and whether a security deposit is required), rules and regulations of the solicitation, rights reserved by the City, and a sample contract containing all other applicable contractual terms and conditions. The RFB shall incorporate input from Risk Management, as necessary.

3. **Solicit Bids.** The requesting department shall publicly advertise the RFB at key locations, which may include City Hall, the Stanton Public Library, the City website, a newspaper of general circulation in Orange County (if applicable), appropriate trade publications (if applicable), and locations required by ordinance (if applicable). Additionally, the department may send the RFB to select vendors. The bidding window (from the date the RFB is posted to the deadline for bids to be submitted) shall be a minimum of ten (10) business days. All timely bids received will be retained per the City's *Document Retention Schedule*. Any bids received after the bidding window will be time/date stamped and returned unopened to the bidder. The RFB shall also designate a date, time, and public place where all timely formal bids will be opened and read.
4. **Rejection of Bids.** The City may, in its sole and absolute discretion, reject any one or more items in any bid, if deemed to best serve the interests of the City. Any bids not in conformance with the City's bid requirements shall be deemed non-responsive and shall be rejected. If all bids are rejected, the City may re-solicit bids (with or without modification to the request) or abandon the purchase.
5. **Award Selection.** Appropriate background and reference checks (including checks of a vendor and any subcontractors' contractor's license and registration with the Department of Industrial Relations, if applicable) will be conducted for the vendor with the best qualified bid/proposal.
6. **Request for Approval.** The requesting department shall submit the contract (approved as to form by the City Attorney), along with certificates of insurance and bonds, where applicable, to the Finance Director and/or City Manager for review and approval. The City Manager may accept or reject the contract.
 - If the City Manager accepts the contract and the contract's total not-to-exceed cost is **greater than \$40,000**, the contract shall be brought to the City Council for review and approval by the Department Head.

- If either the City Manager or City Council chooses to reject the recommendation, the City Manager shall direct the requesting department to either modify the RFB and re-advertise, complete the service in-house, or abandon the procurement effort without further action.

4.10 Competitive Bid for Public Projects.

The Competitive Bid procedure described in this section is to be used for procurements regarding Public Projects whose **total/cumulative value is greater than \$200,000**. Before any contract for the construction, alteration, or repair of any public building, public work, or public improvement is awarded to any entity, that entity shall furnish to the City such bonds as are required by the California Public Contracts Code or other applicable law.

1. **Develop Scope of Work and Funding.** The Department Head shall prepare a scope of work or services consistent with the approved budget and project authorization of the City Council.
 - If the required services are particularly specialized and additional information is required to help determine the proper scope of work, an RFI shall be issued.
 - If the qualifications of the available contractors/vendors are unknown and the desired scope of work is dependent on such qualifications, an RFPQ may be issued.
2. **Prepare Request for Bids (RFB).** The RFB will contain accurate and clear bid specifications and provide background information (including informational documentation and technical reports) for the proposed services, as required by state or local law. The RFB shall also state the bid requirements (including deadlines, bond(s) required, and whether a security deposit is required), how to obtain more detailed information about the project (including final plans/specifications), evaluation criteria, rules and regulations of the solicitation, rights reserved by the City, and a sample contract. The RFB shall incorporate input from Risk Management, as necessary.
3. **Solicit Bids.** The requesting department shall publicly advertise a notice Inviting Formal Bids (IFB) at key locations, which may include City Hall, the Stanton Public Library, the City website, a newspaper of general circulation in Orange County (if applicable), appropriate trade publications (including those specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22034(a)(2) and 22036 of the Public Contract Code), and locations required by ordinance (if applicable). Additionally, the department may send the IFB to select vendors. The bidding window (from the date the IFB is posted to the deadline for bids to be submitted) shall be a minimum of fourteen (14) business days. The IFB shall also designate a date, time, and public place where all timely formal bids will be opened and read.
4. **Pre-Bid Conferences/Site Visits.** If required, a pre-bid site visit, conference, or job walk may not occur within a minimum of five (5) calendar days from the initial publication of the IFB. The IFB must clearly indicate the date, time, and location of the pre-bid site visit, conference, or job walk.
5. **Formal Bid Opening.** Bid opening shall be conducted in one of the following ways:

- Sealed bids shall be submitted to the City Clerk and shall be clearly identified with the bid number on the envelope. All timely bids received will be retained per the City's *Document Retention Schedule*. Any bids received after the bidding window closes will be time/date stamped and returned unopened to the proposer. Late bids will not be considered for award.
 - The City Clerk publicly opens and records all timely bids at the time and place stated in the public notices. All bids received will be available for public inspection in the City Clerk's office during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.
6. **Rejection of Bids.** The City may, in its sole and absolute discretion, reject any one or more items in any bid, if deemed to best serve the interests of the City. Any bids not in conformance with the City's bid requirements shall be deemed non-responsive and shall be rejected. If all bids are rejected, the City may re-solicit bids (with or without modification to the request) or abandon the purchase.
7. **Evaluate Bids for Responsiveness and Bidders' Responsibility.** The City shall review all bids opened for completeness, accuracy, responsiveness, and qualifications to the invitation and bid documents. All deviations shall be documented. The City may include or omit from the contract any of the additive or deductive items that were part of the IFB.
8. **Award Selection.** Appropriate background and reference checks (including checks of a vendor and any subcontractors' contractor's license and registration with the Department of Industrial Relations, if applicable) will be conducted for the vendor with the lowest responsive and responsible bid, which will be documented in the not-to-exceed total contract cost. If two or more bids received are the same amount, the City Council may decide which bid to accept and award.
9. **Request for Approval.** The requesting department shall submit the contract (approved as to form by the City Attorney), along with certificates of insurance and bonds, where applicable, to the Finance Director and/or City Manager for review and approval. The City Manager may decide to accept or reject the contract.
- If the City Manager accepts the contract, the contract shall be brought to the City Council for review and approval, by the Department Head.
 - If either the City Manager or City Council chooses to reject the recommendation, the City Manager shall direct the requesting department to either modify the RFB and re-advertise, complete the service in-house, or abandon the procurement effort without further action.
- 4.11 Master Service Agreements.** Professional firms providing engineering, plan checking, land surveying, transit, planning, environmental, economic development, legal, auditing, landscape architecture, or other services may be retained on a continuing basis to provide professional services. For such purposes, unless prohibited by law, the City may enter into Master Service Agreements (MSAs) under which the City pre-qualifies vendors for future purchases of Goods, Services, or Public Projects, including, but not limited to, on-call services, task orders, and job orders. Notwithstanding

anything to the contrary in SMC Chapter 2.56 and unless otherwise prohibited by law, MSAs may be procured through the competitive bid process, typically through a Request for Proposals (RFP). To ensure that the City receives these services at the best value, every effort shall be made to receive proposals from at least three (3) consultants. MSAs shall be reviewed at least every five (5) years.

4.12 Miscellaneous Contracting Guidelines

Department of Industrial Relations (DIR). The City may not award a public works or maintenance contract as defined by Labor Code Section 1720, or accept a bid from any contractor or subcontractor that is not registered with the DIR. The requesting department shall verify registration with the DIR of the lowest responsive and responsible bidder(s).

Additive and Deductive Bid Items. The Department Head may require a bid to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is being submitted. When additive and/or deductive items are included in a notice Inviting Formal Bids (IFB), the IFB must state the method by which the lowest bid is determined. There are multiple methods to determine the lowest bid:

- Default Method – Base Contract Only. The lowest bid shall be the lowest bid price on the base contract, without consideration of the prices on the additive and deductive items.
- Partial-Inclusive. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
- All-Inclusive Plus Baseline Comparison. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation and factored in accordingly (i.e., added or subtracted) to the base contract, are less than, or equal to, a funding amount publicly disclosed by the City before the first bid is opened.
- Custom. The lowest bid shall be determined in any manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the City before the ranking of all bidders has been determined.

Solicitation Addenda. If the City issues an addendum that results in a material change to the IFB/RFQ/RFB/RFP, the date and time for submitting bids/proposals must be extended by no less than 72 hours.

Review of Bids.

Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Once opened, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. Except as otherwise provided by this policy or rules and regulations set out in the bid notice, all decisions to permit the correction or withdrawal of bids

or to cancel awards or contracts based on bid mistakes shall be supported by a written determination. City staff is advised to consult with the City Attorney in evaluating bid irregularities.

If 1) two or more bids received are for the same total amount or unit price and the quality and service are also equal and 2) the public interest will not permit the delay for readvertising for bids, then the City may, at its discretion, conduct negotiations with the tie bidders, request the best and final bid from each, and accept the lowest bid.

Cancellation of Solicitation.

When it is in the best interests of the City, a solicitation may be canceled, in whole or in part, in accordance with the rules and regulations set out in the bid notice or invitation. The reasons for such a cancellation shall be made part of the contract or bid file. If the cancellation is the result of a rejection of all bids presented, the City shall furnish a written notice to the apparent low bidder. For Public Project solicitations, the written notice must be mailed at least two (2) business days prior to the public meeting where the City Council will declare the rejection of all bids.

Upon the rejection of all bids, the City Council decide to do any of the following:

- Abandon the project;
- Re-advertise for bids; or
- By a four-fifths (4/5) vote, declare by resolution that the project can be performed more economically by City employees, and thus order the project be done by force account.

Solicitation Deadline Extensions. The bidding window may be extended by up to fourteen (14) calendar days if it is deemed that such an extension would be in the public interest. Notice of the extension shall be given to all prospective bidders by the City Clerk in such manner as is most practical. No extension may be granted for the purpose of qualifying a bid that was delivered after the close of the initial bidding window.

Bidder's Security.

All sealed bids for Public Projects shall include a bidder's security in one of the following forms: (a) cash; (b) cashier's check made payable to the City; or (c) a bidder's bond executed by an admitted surety insurer made payable to the City. The bidder's security shall be an amount at least equal to ten percent of the bid amount. The City Manager may, on a project-by-project basis, waive the requirement for bidder's security or adjust the minimum amount thereof.

If the successful bidder fails to execute the contract within ten (10) business days after the notice of award of contract, the bidder's security shall be forfeited to the City. The City Council may, on refusal or failure of the successful bidder to execute such contract, award the contract to the next lowest responsible bidder. If the City Council awards the contract to the next lowest responsible bidder, the amount of the lowest bidder's security shall be applied by the City to the difference between the low

bid and the second low bid. The surplus, if any, shall be utilized to offset any and all costs of preparation and printing of plans, specifications, estimates of cost, publication of notices. Any surplus remaining thereafter shall be returned to the lowest bidder who failed to execute the contract.

Example: The project has a bid security of \$5,000. Bidder A made the lowest bid of \$25,000 but failed to execute the contract within ten (10) business days after the notice of award of contract. Bidder B made the second lowest bid of \$27,000, and the City Council decided to award the contract to Bidder B. Bidder B executes the contract and receives its full bid security of \$5,000. Bidder A receives only \$3,000 (minus the actual administrative costs for the procurement) of its bid security back. The \$2,000 withheld by the City is applied to the cost difference between the two bids.

4.13 Exceptions to Standard Procurement Procedures.

There shall be no open-market bid, Request for Proposals, or competitive bid processes for the purchases of Goods, Services, or Public Projects under any of the following circumstances:

- **Best Interests of the City.** Except where otherwise prohibited by law, the City Council or City Manager may authorize the award and execution of contracts for Goods, Services, and Public Projects subject to the dollar limits consistent with these Guidelines, without following the required procurement methods, provided that the City Council or City Manager (depending on the proper purchasing authority) finds that such award is in the best interests of the City, or of the public health, safety, and welfare of the community.
- **Serving as a Pass-Through Agency.** When the City receives Federal, State, or County grant monies as a pass-through agency. This includes situations where the City is a fiscal agent, receiving funds on behalf of a separate entity.
- **Cooperative Purchasing.**

Use of cooperative purchasing is encouraged to obtain good and services by aggregating volume, securing value pricing, and reducing administrative overhead. In cooperative purchasing, the City uses an existing public contract arrived at after the completion of a competitive procurement process as a template to form the City's own contract with the vendor to acquire the same products/services at the same/lower price. This process is also known as "piggybacking." Measured use of cooperative purchasing can significantly reduce the time and resources needed to competitively purchase goods and services. Cooperative purchasing opportunities should be based on competitively awarded contracts that substantially comply with the California Procurement Code and the City's standard procurement procedures.

Cooperative purchasing need not be based on the absolute lowest pricing and may consider factors in addition to price, such as the time and/or resources needed for the City to independently competitively bid for the good or service. Multi-award contracts, whereby multiple vendors are awarded a contract for a specific product and each have maximum item prices and contract terms established, are also eligible source contracts for cooperative purchasing.

Contracts reached through cooperative purchasing shall be approved by the City Council. The corresponding staff report shall note the use of cooperative purchasing and describe the underlying competitive procurement relied upon.

Cooperative purchases must adhere to the following requirements:

- The competitive bidding source contract must still be in effect.
- The source contract must not preclude the City from using it as an agreement for cooperative purchasing.
- The awarding jurisdiction for the source contract must be either the federal government, the State of California, or a county or city within the State of California.
 - Examples of nationally recognized purchasing cooperatives include, but are not limited to, California Multiple Award Schedule (CMAS); National Association of State Procurement Officers (NASPO) ValuePoint; the Department of General Services (DGS); OMNIA Partners (formerly U.S. Communities Cooperative Purchasing); Sourcewell (formerly National Joint Powers Alliance); and federal General Services Agency (GSA) procurements.
- The prospective vendor making a proposal to the City must be the same vendor that was awarded the source contract. It is insufficient for the prospective vendor to be a partner supplier or authorized re-seller under the source contract vendor.
- The scope of work and/or goods delivered in the source contract must be the same as (or substantially similar to) the scope of work and/or goods requested by the City.
- The prospective vendor must extend to the City the same terms and conditions as (or terms more favorable to the City than) those in the initial contract.
- **Emergency.**

“Emergency” (such as a flood, epidemic, riot, major equipment failure, infrastructure failure, earthquake, or fire) means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. Under such a public emergency, the City Council or City Manager may determine that normal procurement methods are impractical and must be temporarily dispensed with to satisfy a compelling need of unusual urgency.

Emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency. The City Council is the final authority to ratify the Declaration of the Local Emergency and approve the Emergency Report, thereby authorizing the payment of the emergency purchases. Emergency procurements shall only be used to repair or replace a public

facility; take any directly related and immediate action required by an emergency; or procure necessary Goods, Services, and Public Projects for the provision of essential public services.

The requesting department shall provide a written emergency report, which includes all of the following:

- The conditions which created the emergency;
- A description of the threat to the health, welfare, or safety of the public;
- A description of how the procurement will address the threat and why it is an immediate need;
- The basis for the selection of the particular contractor or supplier;
- A description of what efforts were utilized to identify and contact alternative suppliers or contractors;
- The contractor's or supplier's name and address, along with a list of the supplies, materials, and services; and
- Completed and signed purchase orders with attached invoices requesting payment for the emergency purchases.

The City Manager shall review the Emergency Report to determine whether the emergency conditions qualify such purchases for emergency procurement. If the emergency procurement is justified, the City Manager shall draft a Declaration of the Local Emergency (if no such declaration is in effect) and sign the purchase orders attached to the Emergency Report. The City Manager shall then file with the City Council, as soon as practical, the drafted Declaration of the Local Emergency, the Emergency Report, and the purchase orders attached to the Emergency Report. The City Council shall terminate the emergency action at the earliest possible date, as conditions warrant.

- **Below Minimum Procurement Levels.** When procuring Goods or Services costing **less than or equal to \$5,000**, written competitive bids are not required, and the requesting Department Head has the authority to award a purchase contract. However, prudent judgment shall be used at all times to ensure that the purchased supplies and services are received in good condition and at a fair price, and the Department Head, or their designee, is strongly encouraged to obtain competitive quotations. Such minor procurements are also called Over-the-Counter Purchasing.
- **Mandated Expenditures.** When expenditures are mandated by law or regulation, such as county booking fees; utilities (except when alternative supplies or services are available); postage; waste disposal fees; witness and jury fees (and other court-ordered payments); or other non-negotiable permit, use, or application fees.

- **Non-Traditional Procurements.** Certain goods and services are acquired in a specific manner (through methods and/or from sources) that may meet the “best quality and value” standards outside of the open, competitive market. Examples of such non-traditional procurements include:
 - Goods purchased through public auction, closeout sale, bankruptcy sale, or other similar sale, where the purchase at any such auction or sale is made at a cost below the market cost.
 - Goods obtained as part of an exchange that is not a sale or auction.
 - Goods produced by the California Prison Industry (CALPIA).
- **Commodities.** On an annual basis, the City Council will approve a list of commodities that are not readily adaptable to the open-market bid, Request for Proposals, or competitive bid processes and should therefore be exempt from the competitive bidding requirements of these Guidelines. Examples may include, but are not limited to, fuel, sand, rocks, lumber, signs, street light poles, traffic signal poles, and guardrails. Any approved commodities will be eligible for purchase after procuring three (3) quotes upon the review and approval of the Finance Director and City Manager, so long as purchases fall within the approved budgets in the Fiscal Year Operating Budget.
- **Sole Source.** When the appropriate signing authority determines that a competitive market does not exist or that the City will not gain a competitive advantage by using open-market bid, Request for Proposals, or competitive bid processes, the signing authority may authorize use of sole source purchasing. A sole source purchase means that only one supplier, to the best of staff’s knowledge and belief after conducting a good faith review of the market, is capable of providing the required product or service. Note that patented, trademarked, or copyrighted technologies and/or methods alone do not categorically qualify a good or service as a sole source. To evaluate whether a reasonable similar alternative exists, one shall consider whether another vendor could provide comparable goods or services that, collectively, would serve as a functional equivalent to the goods and/or services in question.

Sole source purchasing may be utilized if similar types of goods and services may exist, but only one supplier, for reasons of expertise, standardization, quality, compatibility, specifications, or availability, is the only source that is acceptable to meet a specific need.

The requesting department shall be responsible for submitting to the Finance Director for approval a memo justifying the sole-source nature of the procurement. The memo shall clearly explain:

- The type of contract to be established;
- The services/commodities to be provided by the vendor;
- Why the recommended vendor is the only one capable of providing the required services/commodities;

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- How the recommended vendor's prices or fees compare to the general market; and
- How the City would accomplish this particular task if the recommended vendor could not provide the product(s) or service(s).

If a contractor develops a particular expertise through demonstrated past performance, then such contractor may be awarded a subsequent contract for related work, provided that the sole source justification memo has been submitted to and approved by the Finance Director.

5. CONTRACT MANAGEMENT

5.1 Standard Contracts. The City Attorney has developed standard City contracts to use when acquiring Goods, Services, or Public Projects. These contracts address the vendor's and the City's rights and responsibilities, specific tasks to be performed, payment terms, and insurance requirements. Requesting departments shall contact the Risk Manager for recommended contract and insurance requirements in the event the risk associated with the procurement is not in line with the standard contract. If the requesting department does not feel its contracting needs can be met by one of the standard contracts listed below, they must contact the City Attorney to request a custom contract. The standard contract forms include, but are not limited to:

- Amendment for Services Agreement;
- Construction Contract;
- Design Services Agreement;
- General Services Agreement;
- General Services RFP;
- Letter Agreement;
- Maintenance Services Agreement;
- Professional Consultant Services Agreement (Non-Design); and
- Short Form Construction Contract.

5.2 DIR Filing and SAM Registration.

If a contract is subject to prevailing wage, the requesting department must file a PWC-100 Form with the Department of Industrial Relations within five (5) calendar days of awarding the contract. The PWC 100 can be accessed here: <https://www.dir.ca.gov/pwc100ext/>. (See Appendix A for DIR requirements.)

If a contract is part of a federal project, the requesting department must send confirmation to the City Clerk that the vendor is registered in the System for Award Management (SAM).

5.3 New Vendors/Business Licenses. All City contracts and Purchase Orders shall require vendors to obtain City business licenses; exceptions include goods and one-time emergency services. In accordance with Chapter 5.04 of the SMC, it is unlawful for any person to transact and carry on any business, trade, profession, calling, or occupation in the City without first having procured a license from the City to do so or without first complying with any and all applicable provisions of Chapter 5.04. Additionally, Chapter 5.04 imposes upon the businesses, trades, professions, callings, and occupations license taxes in the amounts prescribed in Chapter 5.04.

5.4 Payment and Performance Bonds Criteria. In accordance with Civil Code Section 9550(a), payment and performance bonds are required for contracts for Public Projects involving an expenditure **in excess of sixty thousand dollars (\$60,000)**. The City shall, to the greatest extent practicable, use bond forms supplied by the City Attorney.

5.5 Vendor Signature.

Requirements for contracts vary depending on whether a vendor conducts business in the capacity of a corporation, general partnership, limited liability company (LLC), limited partnership (LLP), or as an individual:

- **Corporations.** Contracts with vendors doing business as a corporation will be signed by two corporate officials: (1) one officer from the corporation's "operational group" (i.e., chairman of the board, president, or any vice president); and (2) one officer from the corporation's "financial group" (i.e., secretary, assistant secretary, assistant treasurer, or chief financial officer).
- **Limited Liability Companies (LLCs).** LLCs may be either manager-managed or member-managed. For LLCs that are manager-managed, the contract should be signed by a manager. For LLCs that are member-managed, the contract should be signed by a member.
- **Partnerships.** Contracts with vendors conducting business as a general partnership or limited partnership will be signed by at least one general partner having apparent authority to enter into the contract on behalf of the partnership.
- **Individuals.** Contracts with vendors conducting business in his or her individual capacity, otherwise known as a sole proprietor, will be signed by that individual.

For contracts with vendors doing business as a corporation, LLC, or partnership, the signature lines should always include the typed-in name and title of the person(s) executing the contract on behalf of the vendor, as well as the business name of the vendor. For contracts with vendors doing business as an individual, the signature lines need only include the typed-in name of the vendor, as well as the vendor's business name when the vendor is doing business under a name other than the vendor's own name.

5.6 Contract Review and Routing.

1. Upon the City Council's approval of the award of contract, the successful bidder shall promptly supply all applicable bonds and required certificates of insurance to the City Clerk's office.
2. Within ten (10) business days of the City Council's approval of the award of contract, two (2) copies of the contract, printed single-sided, must be fully executed and in the possession of the City Clerk. It is the responsibility of the requesting department to confirm all initials, signatures, and notarizations are complete. The following signatories are required for the contract to be fully executed:
 - City Attorney, who will review and approve as to form;
 - City Manager or Mayor/Mayor Pro Tem, depending on whose purchasing authority the contract falls under;
 - Vendor signatory(ies), based on Section 5.4 of these Guidelines;

- City Clerk, who will attest that the contract is fully executed.
3. Once the contract is fully executed, the two (2) originals are distributed as follows:
 - City Clerk's office (to be scanned into Laserfiche) and
 - Vendor.
 4. Once the contract is fully executed, the requesting department may issue a Notice to Proceed to the contractor, and other proposers shall be promptly notified of official rejection. If the contract was not awarded to the proposer with the lowest bid, the proposer(s) with lower bid(s) must be given an explanation of why their proposal was rejected.

At the beginning of each fiscal year, each Department Head shall review and update their "List of Consultants Currently Under Contract" by their department, which includes the names of the firms, the type of services provided, the cost of contract(s) for each firm, the term dates (start and end) of contracts(s), and the number of years each firm has been retained by the City.

5.7 Contract Amendments, Change Orders, and Extensions.

Amendment. A contract amendment includes a change to the scope of services and may also include corresponding changes to term and cost.

Extension. A contract extension includes an increased term and may also include corresponding changes to cost, but no change to the scope of services. The standard contract term is an initial three-year term with the option to renew for an additional two (2) one-year terms.

Change Order. A change order is an amendment to a construction contract.

Contingencies. The following standard contingencies may be included in each contract template:

- Compensation - 10% of the total not-to-exceed dollar amount; and
- Term - 365 calendar days, where applicable.

Purchasing Authority. Allowable contingencies and requests for amendments/extensions/change orders must be presented to the appropriate purchasing authority based on the cumulative dollar amount for the amendments/extensions/change orders. All requests must be reviewed by the Finance Director to ensure available budget and/or identify need for an additional appropriation.

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Goods and Services (Not Public Projects)	
Change Order/Amendment Approval Authority	Amount
Department Head	Any change order/amendment resulting in a total contract cost in the amount of \$5,000 or less.
City Manager	Any change order/amendment resulting in a total contract cost in the amount of \$40,000 or less.
City Council	Any change order/amendment resulting in a total contract cost greater than \$40,000.

Public Projects	
Change Order/Amendment Approval Authority	Amount
Department Head	Any change order/amendment resulting in a total contract cost in the amount of \$60,000 or less. *The Public Works Director shall have the authority to execute change orders within the authority granted by the Council as part of the award.
City Manager	Any change order/amendment resulting in a total contract cost in the amount of \$200,000 or less.
City Council	Any change order/amendment resulting in a total contract cost greater than \$200,000.

5.8 Protest Procedures.

Right to Protest. Prior to making the award, only a bidder who has actually submitted a bid/proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but rather must timely pursue its own protest. Protests shall be limited to matters in which the City does not have discretion to act. This section shall apply to all contracts awarded by the City through a competitive process.

Timing of Protest. The protest shall be submitted in writing within five (5) business days following the bid opening. Untimely protests will not be considered and will be deemed waived.

Contents of Protest. The protest shall identify and explain the factual and legal grounds for the protest. Any grounds not raised in the written protest are deemed waived by the protesting bidder or proposer. The protest shall include all relevant, supporting documentation with the protest at the time of filing.

City Response. If the protest is timely and complies with all of the above requirements, the City shall review the protest, any response to the protest received from the challenged bidder or proposer, and all relevant information. The City will provide a written response to the protestor. The City's action is final.

Effect of Failure to Comply with Protest Procedures. The procedures set forth in this document are mandatory and are the sole and exclusive remedy of a bidder or proposer to dispute the award of a contract. A protest that does not comply with these procedures may be summarily rejected.

Conflicts. The protest procedure contained in this section shall not apply if a particular procurement solicitation contains a different protest procedure.

6. RECEIPT AND INSPECTION

6.1 Receipt and Inspection of Purchased Assets

It shall be the responsibility of the Department Head and/or their designee(s) to immediately inspect, upon delivery from the vendor, all materials, supplies, equipment, and personal property purchased pursuant to this policy. Acceptance of the delivery shall be finalized only after the individual(s) conducting the inspection have signed all related invoices, thereby signifying that they have inspected and received the merchandise listed on said invoice in good condition. Damaged property or items not specified on the purchase order shall not be accepted, and the non-conforming nature of the goods, together with the reason for rejection thereof, shall be noted in writing upon the delivery receipt.

Employees shall not:

- Knowingly accept commodities of a quality inferior to those called for by the contract;
- Knowingly certify to the receipt of a greater amount or different kind of materials or supplies than have actually been received; or
- Knowingly certify to a greater amount of labor performed than has actually been performed.

Whenever payment is made for the acquisition of a fixed asset (i.e., purchased for long-term use of at least a year) and whenever acquisition costs of said asset is **\$5,000 or more**, the Finance Director or their designee shall enter a record of said acquisition upon the inventory records of the City, and the Purchasing Officer/Designee shall have a property sticker placed upon said asset.

APPENDIX A. Department of Industrial Relations (DIR) Requirements

The following is related to State prevailing wage requirements. For up-to-date DIR vendor and City reporting and registration requirements, go to <https://www.dir.ca.gov/>.

DIR Registration is required to bid or work on **public works** projects that are subject to the **prevailing wage requirements** of the State of California. Small projects **up to \$25,000** for construction and **up to \$15,000** for maintenance are exempt from registration by the contractor, subcontractors, and the City (see Note below). However, prevailing wages are still required for any public works project **over \$1,000**. Penalties for City noncompliance include fines and/or loss of state funding for one year.

What are public works projects?

Under the Labor Code, public works in general refers to:

- Construction (includes work performed during design and preconstruction, including inspection and land surveying work), alteration, demolition, installation, maintenance, or repair work;
- Done under contract; and
- Paid for in whole or in part out of public funds

When are prevailing wages and DIR registration NOT required?

- Repairs and maintenance to equipment not attached to realty.
- Janitorial or custodial services of a routine, recurring, or usual nature.
- Landscape maintenance work done by a “sheltered workshop” (e.g., California Conservation Corps).
- Protection provided by guards, watchmen, or other security forces.
- Services **up to \$1,000**.

City Staff’s Responsibilities:

- Require proof of contractor/subcontractor registration before accepting a bid.
- Verify contractor with System for Award Management (SAM).
- Register public works projects with DIR. If the contract is subject to prevailing wage, file a PWC-100 Form with the Department of Industrial Relations (DIR) within five (5) calendar days of awarding the contract. The PWC-100 can be accessed at <https://www.dir.ca.gov/pwc100ext/>. Contract registration must be within thirty (30) calendar days of contract award, or prior to the first work day for projects lasting less than thirty (30) calendar days.
- Ensure posting of jobsite notices.
- Ensure payment of prevailing wages are uploaded to the DIR website and periodic inspection of certified payroll.

NOTE: Regulations and penalties regarding DIR requirements are subject to change periodically. City staff and Contractors are required to follow the latest version of the guidelines, which can be found on the DIR website <https://www.dir.ca.gov/> and <https://www.dir.ca.gov/public-works/publicworks.html>.

If federal funding is utilized, the City shall comply with applicable wage requirements.

CITY OF STANTON – PURCHASING AND CONTRACTING GUIDELINES

These are public works projects. DIR registration by vendor and subcontractors is required before bidding. Project registration is required on the first day of work or thirty (30) calendar days following award, whichever is sooner. Prevailing wages are required for services costing **over \$1,000**. Include DIR language in contract.

Work done under contract and paid for in whole or in part with public funds?

- Alteration
- Demolition
- Installation
- Repair
- Construction (including design, inspection, or surveying)

Maintenance that is:

- "Routine, recurring, and usual work for the preservation, protection, and keeping of any publicly owned or publicly operated facility for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered, or repaired" OR
- "Carpentry, electrical, plumbing, glazing, (touchup painting), or other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient, and continuously usable condition for which it was intended, including repairs, cleaning, and other operations on machinery and other equipment permanently attached to the building or realty."
- Landscape and tree trimming.

Construction **under \$25,000** and Maintenance **under \$15,000** are exempt from vendor, subcontractors, and City registration. Prevailing wages apply. Include DIR language in contract.

These are **NOT** public works projects. Prevailing wages and DIR registration are not required.

- Repairs and maintenance to equipment not attached to realty.
- Janitorial or custodial services of a routine, recurring, or usual nature.
- Landscape maintenance work done by a "sheltered workshop" (e.g., California Conservation Corps).
- Protection provided by guards, watchmen, or other security forces.
- Services **up to \$1,000**.

Awarding body (City) responsibilities:

- Register public works projects with DIR.
- Require proof of contractor/subcontractor registration before accepting a bid.
- Ensure posting of jobsite notices.
- Ensure payment of prevailing wages.

Awarding body (City) penalties for noncompliance:

- Fines of **\$100 per day up to \$10,000** for:
 - Failure to comply with award notification requirements
 - Permitting an unregistered contractor or subcontractor to work on a project
- Potential loss of state funding for one year for willful violation for two or more projects.

APPENDIX B. Quote Documentation Form (Professional & Non-Professional Services/Equipment/Supplies)

Pursuant to the City's Purchasing and Contract Guidelines, a contract/agreement/purchase whose value is **between \$5,000.01 and \$40,000.00** requires an informal bid process which consists of three (3) written bids/proposals (wherever possible), approved by the Department Head and/or City Manager. This *Quote Documentation Form (QDF)* is intended to document a small dollar contract award or purchase during a competitive solicitation for a service to ensure purchases comply with the Purchasing and Contract Guidelines.

The requesting department must attach a completed QDF to the invoice for payment and it must be attached to the agreement or Purchase Order on file.

Section 1: General Information

Department:

Project Manager:

Check One: ☐ Professional Services ☐ Non-Professional Services ☐ Equipment/Supplies

Project/Equipment/Supply:

Section 2: Award Recommendation

Non-Professional Services/Equipment/Supplies

Award to lowest bidder.

Award to a vendor other than lowest bidder. Explanation of decision:

Professional Services

Vendor recommended for award:

Explanation of decision:

Section 3: Certification and Authorization

I hereby declare that the above firms have been contacted for quotes/bids/proposals and their replies are exactly as stated.

Department Head

Date

Hannah Shin-Heydorn
City Manager

Date

CITY OF STANTON – PURCHASING AND CONTRACTING GUIDELINES

APPENDIX C. Model Agreement Checklist

	Date of Agreement	Date approved by the City Council or City Manager.
	Complete Name of Business	Include DBA, Inc., LLP, LLC, etc.
	Type of Business (include state of incorporation)	Sole proprietorship, Inc., LLP, LLC, etc.
	Address of Principal Place of Business	Not necessarily street address of local business.
	Name of Project	Project name and contract number, if applicable.
	Term	Project start date and ending date. May include renewal terms for multi-year agreement.
	Name of City's Contact and Title	Name of City's representative (Department Head).
	Name of Company's Representative and Title	Name and title of company representative responsible for project.
	Insurance	In accordance with Insurance Matrix or consultation with City Attorney/Risk Manager. Request Certificates of Insurance, Additional Insured, Worker's Comp., etc. from vendor. Certificates must be on file with City Clerk before work can begin.
	Compensation	Total contract amount and rate sheet, if applicable.
	Notices	Include company name, mailing address, and contact name.
	Bonds	May be required by law or by City under certain circumstances. If required, must be on file before work can begin.
	Signatures	Obtain name/title of signer. Two signatures required unless sole proprietorship.
	Approval Authority	Include appropriate approval authority.
	Exhibit "A" – Scope of Services	Scope of work to be performed.
	Exhibit "B" – Schedule of Services	Schedule of work, if applicable.
	Exhibit "C" – Compensation	Include hourly rates and authorized reimbursable expenses. May include CPI increase for multi-year agreement. May include bond requirement.

CITY OF STANTON – PURCHASING AND CONTRACTING GUIDELINES

APPENDIX D. The Contract Process



CITY OF STANTON – PURCHASING AND CONTRACTING GUIDELINES

APPENDIX E. Purchasing Authority and Required Procurement Procedures

Authorization levels are based on the **total/cumulative value of the purchase**. For purchases that on the threshold boundary for two different price ranges (e.g., \$40,000), the purchase shall be treated as part of the higher price range.

NOTE: All standard contracts include a 10% compensation contingency. This contingency amount needs to be included with the base contract amount to determine the not-to-exceed (NTE) dollar limit for the purposes of determining the appropriate purchasing authority(ies).

Contract A base amount:	\$36,000	Contract B base amount:	\$37,000
Contingency:	\$3,600	Contingency:	\$3,700
TOTAL NTE:	\$39,600	TOTAL NTE:	\$40,700
Purchasing Authority:	City Manager	Purchasing Authority:	City Council

For Goods and Non-Professional Services

Price Range	Required Purchasing Type (unless otherwise stated)	Selection Criteria	Purchase Option	Required Signatory(ies)
<\$3,000	Over-the-Counter Purchasing	Qualified Local Vendor (whenever possible)	Payable Voucher*	Dept Head
\$3,000 - \$5,000	Open-Market Bid (recommended)	<u>Lowest Qualified Quote</u>	<u>Purchase Order</u>	Dept Head <u>Finance Director</u>
\$5,000.01 - \$40,000	Open-Market Bid	<u>Lowest Qualified Bid</u>	Purchase Order	Dept Head Finance Director <u>City Manager</u>
>\$40,000	Competitive Bid - Not Public Project	<u>Lowest Responsive and Responsible Bidder</u>	<u>Contract**</u> & Purchase Order	Dept Head <u>City Clerk</u> <u>City Attorney</u> Finance Director City Manager <u>City Council</u>

*unless associated with a Capital Improvement Project/Program (in which case a PO is needed)

**typically annual/one-time contract for goods

CITY OF STANTON – PURCHASING AND CONTRACTING GUIDELINES

For Professional Services

Price Range	Required Purchasing Type (unless otherwise stated)	Selection Criteria	Purchase Option	Required Signatory(ies)
<\$3,000	Over-the-Counter Purchasing	Qualified Local Vendor (whenever possible)	Payable Voucher*	Dept Head
\$3,000 - \$5,000	Open-Market Bid (recommended)	<u>Most Qualified</u> <u>Within Budget</u>	<u>Purchase Order</u>	Dept Head <u>Finance Director</u>
\$5,000.01 - \$40,000	Open-Market Bid	Most Qualified Within Budget	<u>Contract & Purchase Order</u>	Dept Head <u>City Clerk</u> <u>City Attorney</u> Finance Director <u>City Manager</u>
>\$40,000	Request for Proposals	Most Qualified Within Budget	Contract & Purchase Order	Dept Head City Clerk City Attorney Finance Director City Manager <u>City Council</u>

CITY OF STANTON – PURCHASING AND CONTRACTING GUIDELINES

For Public Projects

Price Range	Required Purchasing Type (unless otherwise stated)	Selection Criteria	Purchase Option	Required Signatory(ies)
<\$60,000	Open-Market Bid (recommended)	Lowest Qualified Bid	Contract & Purchase Order	Dept Head City Clerk City Attorney Finance Director City Manager City Council
\$60,000 - \$200,000	Open-Market Bid	Lowest Qualified Bid	Contract & Purchase Order	Dept Head City Clerk City Attorney Finance Director City Manager City Council
>\$200,000	Competitive Bid - Public Project	<u>Lowest Responsive and Responsible Bidder</u>	Contract & Purchase Order	Dept Head City Clerk City Attorney Finance Director City Manager City Council

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CITY OF STANTON ADMINISTRATIVE POLICY	Number IV-4-12
	Date 3/15/18
SUBJECT: PURCHASING POLICY AND PROCEDURES	Authority City Council
	Administrator Administrative Services
<p><u>Purpose:</u></p> <p>This policy strives to define decision making with prudent review and internal control procedures and to maintain departmental responsibility and flexibility in evaluating, selecting, and purchasing supplies, equipment, and services in order to provide a process to procure goods and services efficiently and at the lowest cost commensurate with the quantity and quality needed. It also provides monetary limits and clearly defines authority for all facets of purchasing, including the use of credit cards, by City employees. The policy contained herein was developed under the authority of Chapter 2.56 of the Stanton Municipal Code.</p> <p>The City Manager is designated as the Purchasing Officer for the City and may delegate the administration of the program. The Purchasing Officer/Designee is charged with the responsibility and authority for coordinating and managing the procurement of the City's supplies, services, and equipment according to this policy.</p> <p>The policy outlined herein is to be adhered to by the Purchasing Officer/Designee and all City Departments when procuring supplies, services, and equipment.</p> <p><u>Duties Assigned:</u></p> <p>A. PURCHASING OFFICER/DESIGNEE: Pursuant to Stanton Municipal Code 2.56.020, the City of Stanton City Manager shall be responsible to exercise or delegate the responsibilities of Purchasing Officer. The Purchasing Officer or designee shall issue purchase orders, keep record of all purchase orders, disburse or cause to be disbursed payments for such purchase orders, and oversee the operations of the purchasing function in such a manner as to effectively execute procurement and property acquisition. In addition the Purchasing Officer or designee shall comply with all disposition policies as may be established by the City Council or City Manager.</p> <p>The Purchasing Officer/Designee is responsible for 1) the procurement of general supplies, services, and equipment; 2) the administration of the purchasing policy; and 3) the management of surplus City property.</p>	

CITY OF STANTON ADMINISTRATIVE POLICY	Number IV-4-12
	Date 3/15/18
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	Administrator Administrative Services
<p>To perform these functions efficiently, and assist departments, the Purchasing Officer/Designee shall:</p> <ol style="list-style-type: none"> 1. Be charged with the responsibility and authority for coordinating and managing the procurement of the City's general supplies, services, and equipment from the lowest responsive and responsible bidder when required by law or by this policy. 2. Ensure full and open competition on all purchases as required by this policy. 3. Identify, evaluate, and utilize purchasing methods which best meet the needs of the City (i.e. cooperative purchases, blanket purchase orders, contractual agreements, etc.). 4. Assist all departments with research and recommendations in developing specifications; review specifications for completeness of information to ensure specifications are not unnecessarily restrictive. 5. Coordinate vendor relations, locate sources of supply, and evaluate vendor performance. 6. Certify that all vendors being utilized have a current City business license, and also current W-9 information if applicable, on file with the Administrative Services Department. Exemptions may be granted by the City Manager. 7. Recommend revisions to purchasing procedures when necessary and keep informed of current developments in the field of public purchasing. 8. Prescribe and maintain all forms and records necessary for the efficient operation of the purchasing function. 9. Be charged with the responsibility and authority for coordinating and managing the City's Property and Inventory Control Program. 10. Make purchase award recommendations to the appropriate authority. 11. Act as the City's agent in the transfer and disposal of surplus equipment and materials with approval by the Administrative Services Director and City Manager. 12. Assist all departments in applying the City's Local Business Preference Program. 	

CITY OF STANTON ADMINISTRATIVE POLICY	Number IV-4-12				
	Date 3/15/18				
SUBJECT: PURCHASING POLICY AND PROCEDURES	Authority City Council				
	Administrator Administrative Services				
<p>B. DUTIES DELEGATED: The City Manager may delegate purchasing responsibility, when determined appropriate to any Department Head of the City.</p> <p><u>Authorization Required:</u></p> <p>1. <u>ALL PURCHASES, ALL SERVICES, AND ALL CONTRACTS, WITH THE EXCEPTION OF PUBLIC WORKS PROJECTS,</u> shall require authorization as follows:</p> <p>\$20,000 or more: Shall be submitted to the City Council for approval. No purchase, service, or contract shall be split into parts by any concerned party so as to produce amounts artificially lower than the total purchase price.</p> <p>2. <u>PURCHASE ORDERS</u> shall require authorization and signatures as follows:</p> <table> <tr> <th>AMOUNT</th><th>AUTHORIZATION / SIGNATURES REQUIRED</th></tr> <tr> <td>All Purchase Orders</td><td>Purchasing Officer/Designee, City Administrative Services Director, City Manager or their representative</td></tr> </table> <p>The Purchasing Officer /Designee signs as the initiator of the purchase order. The City Manager's or his or her representative's signature is required for approval of the purchase. The City Administrative Services Director's, or his or her representative's signature, shall signify that there are sufficient unencumbered funds in the department's appropriated budget for the purchase.</p> <p>PURCHASE ORDER ROUTING: A copy of all purchase orders issued shall be given to the vendor at the time the purchase is made. No purchase shall be made without providing the vendor a copy of the purchase order. The requesting Department Head shall also retain a copy of the purchase order.</p>		AMOUNT	AUTHORIZATION / SIGNATURES REQUIRED	All Purchase Orders	Purchasing Officer/Designee, City Administrative Services Director, City Manager or their representative
AMOUNT	AUTHORIZATION / SIGNATURES REQUIRED				
All Purchase Orders	Purchasing Officer/Designee, City Administrative Services Director, City Manager or their representative				

CITY OF STANTON ADMINISTRATIVE POLICY	Number IV-4-12												
	Date 3/15/18												
SUBJECT: PURCHASING POLICY AND PROCEDURES	Authority City Council												
	Administrator Administrative Services												
<p>3. <u>PAYABLE VOUCHERS</u> shall require authorization and signatures as follows:</p> <table> <tr> <th>AMOUNT</th><th>AUTHORIZATION / SIGNATURES REQUIRED</th></tr> <tr> <td>All Payable Vouchers</td><td>Initiating Department Head or his/her representative</td></tr> <tr> <td>\$500 or more</td><td>City Manager</td></tr> </table> <p>No purchase shall be split into parts by any concerned party so as to produce amounts artificially lower than the total purchase price.</p> <p>4. <u>CREDIT CARD PURCHASES</u> shall require authorization and signatures as follows:</p> <table> <tr> <th>AMOUNT</th><th>AUTHORIZATION / SIGNATURES REQUIRED</th></tr> <tr> <td>All Credit Card Purchases</td><td>Initiating Department Head or his/her representative, and the City Administrative Services Director</td></tr> <tr> <td>\$500 or more</td><td>City Manager</td></tr> </table> <p>The Initiating Department Head or his/her representative signs as the initiator of the credit card payable voucher. The City Manager's or his or her representative's signature is required for approval of the purchase. The City Administrative Services Director's, or his or her representative's signature, shall signify that there are sufficient unencumbered funds in the department's appropriated budget for the purchase and also verifies that the credit card purchase adheres to the Credit Card Usage Policy. No purchase shall be split into parts by any concerned party so as to produce amounts artificially lower than the total purchase price.</p>		AMOUNT	AUTHORIZATION / SIGNATURES REQUIRED	All Payable Vouchers	Initiating Department Head or his/her representative	\$500 or more	City Manager	AMOUNT	AUTHORIZATION / SIGNATURES REQUIRED	All Credit Card Purchases	Initiating Department Head or his/her representative, and the City Administrative Services Director	\$500 or more	City Manager
AMOUNT	AUTHORIZATION / SIGNATURES REQUIRED												
All Payable Vouchers	Initiating Department Head or his/her representative												
\$500 or more	City Manager												
AMOUNT	AUTHORIZATION / SIGNATURES REQUIRED												
All Credit Card Purchases	Initiating Department Head or his/her representative, and the City Administrative Services Director												
\$500 or more	City Manager												

CITY OF STANTON ADMINISTRATIVE POLICY	Number IV-4-12						
	Date 3/15/18						
SUBJECT: PURCHASING POLICY AND PROCEDURES	Authority City Council						
	Administrator Administrative Services						
<p>5. <u>CONTRACTS</u> shall require authorization and/or signatures as follows:</p> <table> <tr> <th>AMOUNT</th><th>AUTHORIZATION / SIGNATURES REQUIRED</th></tr> <tr> <td>All Contracts</td><td>City Manager's, City Attorney, and the City Clerk</td></tr> <tr> <td>\$20,000 or more</td><td>Shall be submitted to the City Council for approval.</td></tr> </table> <p>No contract shall be split into parts by any concerned party so as to produce amounts artificially lower than the total purchase price.</p> <p><u>Purchase Orders Required:</u></p> <p>A. A Purchase Order is Required:</p> <ol style="list-style-type: none"> 1. A purchase order shall be used whenever goods and limited services are to be acquired by an outright purchase that is \$3,000 or more. No purchase shall be split into parts by any concerned party so as to produce amounts artificially lower than the total purchase price. 2. A purchase order shall be used for any projects or purchases that are under \$3,000 whenever the provider of goods requests that a purchase order be issued. 3. All services shall require a purchase order or professional services agreement due to insurance requirements. 4. A purchase order(s) shall be issued to encumber all purchases and services associated with a Capital Improvement Project that is approved by City Council. <p>B. The initiating department will be responsible for requesting the purchase order. The purchase order shall specify the nature of the goods or services to be acquired, the purchase price or estimate thereof, freight charges, prompt payment discounts, the delivery date, the vendor from whom acquired, the department and division for whom the acquisition is being made, the budgetary department and general ledger number where the funding for the proposed purchase has been appropriated, and such other provisions or information as may be appropriate or required. The purchase order shall incorporate by reference all the terms, conditions, and specifications if any, contained in the related request for bids.</p>		AMOUNT	AUTHORIZATION / SIGNATURES REQUIRED	All Contracts	City Manager's, City Attorney, and the City Clerk	\$20,000 or more	Shall be submitted to the City Council for approval.
AMOUNT	AUTHORIZATION / SIGNATURES REQUIRED						
All Contracts	City Manager's, City Attorney, and the City Clerk						
\$20,000 or more	Shall be submitted to the City Council for approval.						

CITY OF STANTON ADMINISTRATIVE POLICY	Number IV-4-12
	Date 3/15/18
SUBJECT: PURCHASING POLICY AND PROCEDURES	Authority City Council
	Administrator Administrative Services
<p>It is the policy of the City that payment for goods or services shall not be made until the goods or services have been delivered. The only exceptions to this policy will be where the payment schedule in a duly authorized contract specifies otherwise, or if online purchases are required to be made by credit card according to guidelines included in this policy, or where specifically authorized by the City Council, City Manager or City Administrative Services Director.</p> <p>C. Notwithstanding the above conditions, a purchase order shall not be required for purchases of less than \$3,000. Such purchases shall be by way of demand for payment voucher as shall be established by the City Administrative Services Director in accordance with accepted accounting standards.</p> <p>D. Notwithstanding the above conditions, a purchase order shall not be required for the purchase and payment of routine, consistent expenses, such as, but not limited to: payroll taxes and related expenses, payments on previously approved leases, contract services, utility bills, or similar expenses. Such purchases shall be by way of demand for payment voucher as shall be established by the City Administrative Services Director in accordance with accepted accounting standards.</p> <p>The demand for payment voucher form will be filled out and signed by the employee assigned the responsibility for these routine expenses and shall be countersigned by the responsible Department Head. The completed demand for payment voucher will then be given to the City Accounts Payable Division of the Administrative Services Department for processing and payment.</p> <p><u>Competitive Bid:</u></p> <p>All purchases and contracts, whether by sealed bid, quotation, or negotiation, shall be made on a competitive basis to the maximum practical extent except as permitted for Public Projects defined below under the California Uniform Public Construction Cost Accounting Act Provisions.</p> <p>A. AMOUNTS IN EXCESS OR EQUAL TO \$20,000:</p> <ol style="list-style-type: none"> 1. Except as otherwise provided by ordinance or within this policy and the California Uniform Public Construction Cost Accounting Act Provisions, all purchase orders and other contracts of every kind, involving amounts in excess 	

CITY OF STANTON ADMINISTRATIVE POLICY	Number IV-4-12
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<p>of \$20,000 for personal services, or for the purchase, lease, rental, or sale of personal property, materials, equipment, or supplies, shall be let by formal competitive bidding procedure, after public advertising, to the lowest and/or verifiable most qualified bidder. The Purchasing Officer/Designee shall send out all bids and notices of bids requested based on the information provided by the Department Heads and shall keep a list of the date the bids were mailed and a list of the vendors to whom the bids were mailed. The City Clerk shall receive all bids and keep a list of the time they were received. Whenever practical the bid opening shall be made in the presence of the Department Head and the City Clerk.</p> <p>2. The request for bids under the Competitive Bid Procedure shall, at a minimum, be posted at City Hall and shall be posted as required by ordinance or published at least once in a newspaper of general circulation if one exists in the City and if applicable, in appropriate trade publications. The date of posting or publication shall be at least ten (10) days before the date of opening of the bids, or the final date for accepting bids. All formal bids shall be sealed and shall be publicly opened and read at the date, time, and place indicated in the published notice. Specification packages should be made available to interested bidders. The using or requesting Department Head shall determine if a security deposit is necessary. This should be part of the request made to the City Council before initiating the bid process. The requesting Department Head shall also determine if a payment is necessary for a prospective bidder to acquire a specifications package. The use of a bidders' list shall also be determined by the Requesting Department Head.</p> <p>3. Bids received at the end of the process shall be reviewed for compliance with specifications by the using or requesting City Department. All deviations from the specifications shall be fully documented by the requesting City Department and the impact of the deviations on the performance or suitability of the bid item shall be detailed. Depending on the findings of the requesting City Department with regard to the deviations, the bid may be rejected (must be in writing), or a recommendation may be made to the City Council. Various recommendations may be made depending on the outcome of the bids, including selecting a vendor, rejecting all the bids, or deciding to modify the bids and re-advertise.</p> <p>4. No purchase shall be split into parts by any concerned party so as to produce amounts artificially lower than the total purchase price.</p>	

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<p>B. AMOUNTS LESS THAN \$20,000 BUT IN EXCESS OR EQUAL TO \$3,000:</p> <ol style="list-style-type: none"> 1. All purchase orders and contracts in amount less than \$20,000 but in excess or equal to \$3,000 shall be let in the open market by obtaining at least three bids wherever possible. The requesting Department shall obtain three verbal or written competitive quotations whenever possible for purchases and keep a record of who was contacted and the price that was quoted. Getting more quotations is encouraged. In the event that three quotes cannot be obtained documentation of the process should indicate why less than three were obtained and should be placed on file with the quotes that were obtained. The Purchasing Officer/Designee may be requested to assist in this process. 2. Documentation requesting quotes under the Open Market Procedure may be posted at City Hall, placed in trade magazines or the newspaper, posted on the City's official web site, mailed, faxed, or sent by electronic mail (e-mail) to prospective vendors. Adequate time should be allotted to permit a response; typically a minimum of ten calendar days before the due date but less may be acceptable if necessary. In any event the quote deadline should be noted. Quotes may also be solicited over the phone through a verbal quote; provided that they are documented by the requesting department. Quotes under the Open Market Procedure may also be obtained from consulting current catalogues; internet sites, or advertising flyers. 3. The Requesting Department shall submit a memo, which includes the recommended vendor, with all supporting documentation to the City Manager or Designee. Supporting documentation shall include competitive price quotes obtained, names of vendors contacted, description of the items required, and certificates of insurance as applicable. The City Manager or Designee shall review the recommendation and supporting documentation and may contact additional sources for quotations. The City Manager or Designee may award the purchase to the lowest responsive and responsible vendor whose quote fulfills the intended purpose, quality, and delivery needs of the solicitation, provided that an unencumbered appropriation for that item exists. In lieu of awarding the purchase, the City Manager or Designee may reject quotes or may negotiate further to obtain terms more acceptable to the City. The City Manager or Designee may also determine that the interest of the City is best served to require the Formal Contract Procedures for purchases within this range. 	

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<p>4. No purchase shall be split into parts by any concerned party so as to produce artificial amounts lower than the total purchase price.</p> <p>C. PURCHASES LESS THAN \$ 3,000: These purchases may be obtained by using purchase orders issued by the City Administrative Services Director to obtain supplies and services which have been approved by the Department Head.</p> <ol style="list-style-type: none"> 1. The employee making the purchase shall verify that he/she obtained the supplies or services in good condition. 2. Written competitive bids are not required, but the Department Head or her/his designee is encouraged to obtain competitive quotations. For purchases of less than \$3,000, the authority to award a purchase contract is the Department Head's. Prudent judgment shall be used at all times. 3. Although purchases of less than three thousand dollars are exempt from many procedures required for higher cost items, every effort to utilize a local business shall be exercised. <p>D. LOCAL VENDOR PREFERENCE: In evaluating competitive bids or quotes for the purchase of supplies and equipment, any local vendor/bidder, having a valid City Business License and fixed business location within the incorporated City Limits, may receive a two percent (2%) preference off of their bid or quote. This preference shall be applied only when a non-local vendor/bidder has first been determined to be the lowest responsible vendor/bidder but a local vendor/bidder may equal or improve upon the bid if the preference is applied. If upon applying this preference should the local vendor/bidder equal the lowest responsible vendor/bidder, or become the lowest responsible vendor/bidder, the City may select this vendor/bidder even though the actual cost to the City would not be the lowest. In the event that a local and a non local vendor/bidder have the same bid or quote and it is the lowest responsible bid or quote the two percent (2%) preference will be given to the local vendor. In this case the local business shall be selected to receive the purchase award. The local business must still demonstrate that it is a responsible vendor/bidder before being selected for the purchase award. A local vendor preference shall not be granted for contracts involving public works, personal, professional, and consulting services, or as otherwise prohibited by law.</p>	

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<p>The Local Vendor Preference may not apply and may be dispensed with when prohibited by State or Federal Statutes, or regulations requiring that a bid or quote be awarded to the lowest responsible bidder or vendor, or as otherwise exempted from local preferences. The Local Vendor Preference will not apply when bids or quotes are done with other public agencies through cooperative purchases.</p> <p>E. VENDORS OF GASOLINE AND DIESEL FUEL:</p> <ol style="list-style-type: none"> 1. The City Council recognizes and finds that wholesale vendors of gasoline and diesel fuel are generally unable to quote prices on fuel that are valid for more than one day. 2. As a result of this finding, and in order to obtain needed supplies at the most competitive daily price, price quotes may be obtained by telephone, and an order may be placed providing the purchase procedure set out in Section 3, paragraph C, above, have been followed. <p>F. RUNNING/BLANKET PURCHASE ORDERS: Purchase orders which allow spending for multiple purchases of the same type from one or more vendors without obtaining current bids or price quotations shall not be allowed except in the following cases:</p> <ol style="list-style-type: none"> 1. There is only one qualified supplier; 2. The supplier has received the bid award amount approved for purchase by the City. 3. The purchases are for items that are “consumable” supplies or small repair parts for the Public Works Department, when: 1) the departmental budget has an original appropriation for such items; and, 2) the “running or blanket” purchase order has been approved for purchase by the City Manager who shall certify by that approval that such “running” purchasing procedure is in the best interest of the City. Running purchase orders issued under the authority of this section will be issued in accordance with procedures established by the City Administrative Services Director with the approval of the City Manager. 	

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<p>G. CONFLICT OF INTEREST: Any officer of the City or any department thereof who shall aid or assist a bidder or vendor in securing a contract to furnish supplies, materials, equipment, or contractual services at a higher price than that proposed by any other bidder/vendor, or who shall favor one bidder/vendor over another by giving or withholding information, or who shall willfully mislead any bidder/vendor in regard to the character of the materials or supplies called for, or who shall knowingly accept commodities of a quality inferior to those called for by the contract, or who shall knowingly certify to a greater amount of labor performed than has actually been performed, or to the receipt of a greater amount or different kind of materials or supplies than have actually been received, shall be deemed guilty of malfeasance and the City Manager shall have the authority pursuant to the City of Stanton's Personnel System Rules and Regulations to take appropriate disciplinary action. Such actions may also result in criminal prosecution.</p> <p>If at any time it shall be found that the person to whom a contract has been awarded has in presenting any bid(s) or quote(s), colluded with any other party or parties for the purpose of preventing any other bid or quote being made, then the contract so awarded shall be null and void.</p> <p>It is the intent that this purchasing policy, all procedures and processes discussed herein, and each transaction entered into pursuant to Chapter 2.56 of the Stanton Municipal Code shall be made in accordance with the City's Conflict of Interest Code and all other Federal, State, and local laws.</p> <p>H. UNAUTHORIZED PURCHASES</p> <p>Except for urgencies or other authorized exemptions stated in these guidelines, no purchase of supplies, services, or equipment shall be made without authorization as described within this policy or in Chapter 2.56 of the Stanton Municipal Code. Under no circumstances shall a purchase be considered approved or final until approved by the City Council or City Manager as required by the appropriate purchasing classification. No representative of the City shall enter into a verbal agreement or make any arrangements until the final approval is granted.</p> <p>In the event that an unauthorized purchase is made the following may apply:</p> <ol style="list-style-type: none"> 1. Such purchases are void and not considered an obligation of the City. 	

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2. Invoices without an authorization may be returned to the vendor unpaid.
3. The person ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract.

Purchase Orders and Contracts Not Requiring Bids:

A. **SOLE SOURCE:** The restriction contained in this policy requiring bids, shall not apply in cases where purchases or contracts are for items which may only be purchased from a single or sole source manufacturer or distributor and no reasonable similar alternative exists.

B. **CONTRACTS NOT SUITED TO COMPETITIVE BIDDING.** Contracts which by their nature are not suited to award by competitive bidding shall not be subject to the competitive bidding requirements of this policy. These contracts include:

1. Contracts for items that may only be purchased from a single or sole source or provider.
2. Contracts for additions to and repairs and maintenance of equipment owned by the City which may be more efficiently added to, repaired or maintained by a particular person or firm.
3. Contracts for equipment which, by reason of the training of City personnel or the inventory of replacement parts maintained by the City, is more compatible with the existing equipment owned by the City.

C. **UTILITIES PURCHASE:** Utility services such as water, electric power, natural gas, telephone and telegraph, except when alternative supplies or services are available.

D. **COURT FEES:** Witness and jury fees and other payments as may be ordered by the court.

E. **MEDICINES OR MEDICAL SUPPLIES OR SERVICES:** Medicines or medical supplies or services which are not generic in nature and which would not be available from other sources through competitive bid or negotiation.

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<p>F. EMERGENCY CONDITION: When a public emergency will not tolerate a delay for advertising or the solicitation of bids due to the urgency of the incident, and it is determined by the City Manager or the City Council that the situation meets the definition of an emergency situation which creates a threat to public health, welfare, or safety such as, may arise by reason of flood, epidemics, riots, equipment failures, infrastructure failures, earthquakes, or such other reason as may be declared an emergency by the City Manager or City Council formal bidding may be dispensed with. The existence of such condition must create an immediate need for materials, services, or construction that cannot be met through normal procurement methods, and the lack of which would seriously threaten the function of City Government, the preservation or protection of public or private property, or the health or safety of any person, and the following will apply:</p> <ol style="list-style-type: none"> 1. Purchases under this paragraph shall be based on a need that is compelling and of unusual urgency, such as when the City would be seriously injured financially or otherwise if the personal property or services were not furnished by a certain time, and when they could not be procured by that time by means of advertising, bidding and or solicitations of quotations as previously provided. 2. Emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency whenever practical; approval by the City Council shall be obtained. 3. The department for whom the emergency purchases are made shall, as soon as practical, file a written report with the City Manager, which shall contain the following information: <ol style="list-style-type: none"> a. The conditions which created the emergency and a description of the threat to the health, welfare or safety of the public pursuant to finding that an emergency exists; b. The basis for the selection of the particular contractor or supplier and a description of what efforts were utilized to identify and contact alternative suppliers or contractors; c. The contractor's or supplier's name and address, along with a list of the supplies, materials, services or construction procured under the contract. 	

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<p>d. Completed and signed purchase orders with attached invoices requesting payment for the emergency purchases.</p> <p>4. The City Manager shall review the report submitted and, if appropriate, shall declare the condition an emergency and shall approve the report and requisitions and authorize the payment of the emergency purchases.</p> <p>a. The City Manager is empowered to declare a state of emergency when, in her/his opinion, such condition(s), as set out above exist(s), <u>and</u>, when the amount to be expended to meet such emergency does not exceed \$25,000 unless it is in the case of a regional disaster.</p> <p>b. Where the City Manager finds and declares an emergency, under paragraph 4a, above, the City Manager, in conjunction with the department for whom the emergency purchases are made, shall, as soon as practical, file a written report with the Mayor and City Council which shall contain the following information:</p> <p>(1) The conditions which created the emergency and a description of the threat to the health, welfare or safety of the public pursuant to finding that an emergency exists;</p> <p>(2) The basis for the selection of the particular contractor or supplier and a description of what efforts were utilized to identify and contact alternative suppliers or contractors;</p> <p>(3) The contractor's or supplier's name and address, along with a list of the supplies, materials, services or construction procured under the contract.</p> <p>(4) Completed signed purchase orders with attached invoices requesting payment for the emergency purchases.</p> <p>The City Council shall review the report submitted, and if appropriate,</p>	

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<p>shall ratify the City Manager's declaration of the condition an emergency, and shall approve the report and requisitions and authorize the payment of the emergency purchases.</p> <p>G. STATE PROCUREMENT CONTRACTS:</p> <ol style="list-style-type: none"> 1. Purchases, which are made from vendors who are under State of California Procurement contract, and when the price is that price (or a lower price than that) established by the contract awarded by the State after competitive bidding pursuant to the California Procurement Code. 2. Purchases which are made from vendors who, within the past sixty (60) days, have been under State of California procurement contract, and when the price offered is the price established by the former contract awarded by the State after competitive bidding pursuant to the California Procurement Code or less. <p>H. GOVERNMENT GOODS AND SERVICES: For goods and services made available by any federal, state or local unit of government, or association of government, when those goods or services were acquired in compliance with the provisions of this resolution.</p> <p>I. FRINGE BENEFITS: Purchases of services or benefits that are part of any personnel fringe benefit agreements that are authorized by the City Council may be negotiated between the City and the service or benefit vendor.</p> <p>J. CITY OWNED CONCESSION OR RECREATION FACILITY: Notwithstanding the provisions of Section 9, below, purchases or contracts for supplies, materials or inventory to be used for resale at any City-owned and or operated concession or recreation facility.</p> <p>K. PUBLIC AUCTION AND OTHER SIMILAR CIRCUMSTANCES: Supplies, materials or equipment which can be purchased at any public auction, closeout sale, bankruptcy sale or other similar sale, and it is found that a purchase at any such auction or sale may be made at a cost below the market cost in the community.</p> <p>L. EXCHANGE OF SUPPLIES, MATERIAL, OR EQUIPMENT: Exchanges of supplies, material or equipment between the City and any other entity, which are not by sale or auction.</p> <p>M. CALIFORNIA CORRECTIONAL INDUSTRIES DIVISION: Supplies, material or</p>	

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<p>equipment produced by the California Correctional Industries Division.</p> <p>N. CERTAIN PURCHASES: Certain purchases are not readily adaptable to the open market and formal bidding process. These purchases are generally for items where the competitive bid process or obtaining quotes is not applicable or where a check is required to accompany the order. Following is a list of allowable exemptions:</p> <ul style="list-style-type: none"> • Advertisements and Notices • Courier/Delivery/Messenger • Dept. Purchases under \$3,000 • Emergency Fuel Purchases • Insurance Claims and Premiums • Medical Payments (Physicians, lab) • Membership Dues • Payments to Other Governmental Units • Petty Cash Replenishment • Property Rentals • Real Property/Easement Acquisition • Subscriptions • Trade Circulars or Books • Travel Expense/Advances <p><u>California Public Projects Contracts Code Uniform Cost Accounting Provisions for Advertisement, Rejection and Extension of Bids:</u></p> <p>A. PUBLIC PROJECTS—DEFINITIONS.</p> <ol style="list-style-type: none"> 1. General. Contracts for public projects as defined in the California Public Contracts Code shall be in writing and awarded by the City Council to the lowest responsible and responsive bidder, except as otherwise provided herein. 2. "Public project" is generally defined as: <ul style="list-style-type: none"> • Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or 	

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<p>operated facility.</p> <ul style="list-style-type: none"> • Painting or repainting of any publicly owned, leased, or operated facility. • In the case of a publicly owned utility system, “public project” shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher. <p>3. “Public project” does not include maintenance work. For purposes of this section, “maintenance work” is generally defined as:</p> <ul style="list-style-type: none"> • Routine, recurring, and usual work for the preservation or protection of any City owned or publicly operated facility for its intended purposes. • Minor repainting. • Resurfacing of streets and highways at less than one inch. • Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems. • Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher. <p>4. “Facility” is generally defined as any plant, building, structure, ground facility, utility system, real property, streets and highways, or other public work improvement.</p> <p>B. INFORMAL BID PROCEDURES – PUBLIC PROJECTS SUBJECT TO THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT</p> <p>1. A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.</p> <p>2. A notice inviting informal bids shall be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Public Contracts Code Section 22034, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in</p>	

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<p>accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified when soliciting bids; provided however:</p> <ol style="list-style-type: none"> 3. If there is no list of qualified contractors maintained by the City for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission. 4. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors. <p>C. FORMAL BID PROCEDURES FOR PUBLIC PROJECTS SUBJECT TO THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT; NOTICE INVITING BIDS</p> <ol style="list-style-type: none"> 1. The City Council shall authorize issuance of notices inviting formal bids which shall include a general description of the public project to be constructed, shall state where bid forms and specifications may be secured, and the time and place for opening bids. 2. Notices inviting bids published and posted at least fourteen calendar days before the date of opening the bids in a newspaper of general circulation in Orange County as provided for in California Public Contracts Code Section 22037. Also, it shall be posted in at least one location in the City at either City Hall or the Library. 3. The City Council may require a bid to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is being submitted. Whenever additive or deductive items are included in a bid, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of a specification, only the method provided by subdivision a. will be used. <ol style="list-style-type: none"> a. The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items. b. The lowest bid shall be the lowest total of the bid prices on the 	

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base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the City before the first bid is opened.

d. The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

4. A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the City from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.
5. Nothing in this section shall preclude the prequalification of general contractors or subcontractors.
6. The City Council shall also solicit sealed bids from all responsible prospective bidders whose names are on the bidders' list or who have made written request that their names be added thereto.
7. The City Council shall also advertise bids by a notice posted at a publicly accessible location at City offices. Such posting places can include, but shall not be limited to, electronically accessible locations such as the City's web site or by other means that reasonably allow prospective bidders to be notified of pending purchases.

D. BIDDER'S SECURITY – PUBLIC PROJECTS

When deemed necessary, bidder's security may be prescribed in the formal or informal notices inviting bids. Bidders shall be entitled to return of bid security; provided, however, that a successful bidder shall forfeit his bid security upon his

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<p>refusal or failure to execute the contract within ten days after the notice of award of contract. The City Council may, at its option, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible and responsive bidder, and if the City Council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City to the contract price differential between the lowest bid and the second lowest bid, subtracting actual administrative costs, and any surplus, if any, shall be returned to the defaulted bidder.</p> <p>E. BID OPENING PROCEDURE – PUBLIC PROJECTS</p> <p>Sealed bids shall be submitted to the City and shall be identified as "bids" on the envelope. Bids shall be opened in public at the time and place stated in the bid notices by the City Clerk, Purchasing Authority, or their authorized representatives. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty calendar days after the bid opening.</p> <p>F. TIE BIDS – PUBLIC PROJECTS</p> <p>If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay for re-advertising for bids, the City Council may, in its discretion, accept the bid it chooses or accept the lowest bid made by and after negotiations with the tie bidders.</p> <p>G. WAIVER OF IRREGULARITY, REJECTION OF BIDS; FAILURE TO RECEIVE BIDS; OPTIONS ON PUBLIC PROJECTS</p> <ol style="list-style-type: none"> 1. At its discretion, the City Council may waive any irregularity in any bid received and award the contract 2. At its discretion, the City Council may reject all bids presented. If the City Council, prior to rejecting all bids, declares that the project can be more economically performed by City employees and furnishes a written notice to an apparent low bidder mailed at least two (2) business days prior to the public 	

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<p>meeting at which the City intends to reject the bid, the City Council may:</p> <ul style="list-style-type: none"> a. Abandon the project or readvertise for bids. b. By a four-fifths vote declare by resolution that the project can be performed more economically by City employees, and order the project done by force account. c. If no bids are received, the project may be performed by the City employees by force account or by negotiated contract entered into without need for further bidding. <p>H. PERFORMANCE BONDS – PUBLIC PROJECTS</p> <p>The City Council shall have authority to require a performance bond before entering a contract in such amount as it finds reasonably necessary to protect the best interests of the City. If the City Council requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.</p> <p>I. LOWEST RESPONSIBLE BIDDER DETERMINATION – PUBLIC PROJECTS</p> <p>In determining the "lowest responsible bidder," the following factors may be considered in addition to price:</p> <ul style="list-style-type: none"> 1. The ability, capacity and skill of the bidder to perform the contract or provide the service required; 2. The character, integrity, reputation, judgment, experience and efficiency demonstrated in previous contracts or services for the City or other contracting parties; 3. The quality of performance demonstrated in previous contracts or services for the City or other contracting parties; 4. The previous and existing compliance by the bidder with the laws and ordinances relating to a contract or service; 5. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services; 	

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<p>6. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.</p> <p>J. CHANGE ORDERS TO PUBLIC PROJECTS</p> <p>The City Manager is delegated authority to approve, without seeking new bids, contract change orders to public projects up to the combined amounts funded for construction or purchase and for contingency as established in the project authorization.</p> <p><u>Non Public Projects Contracts Provisions for Advertisement, Rejection and Extension of Bids:</u></p> <p>A. ADVERTISEMENT OF BID:</p> <ol style="list-style-type: none"> 1. The Department Head shall provide the City Clerk with an appropriate advertisement or description of the item to be advertised so that the City Clerk may formulate a bid advertisement. The City Clerk shall then, with the concurrence of the City Manager, place the advertisement in a newspaper of general circulation within Orange County. Also it will be posted in at least one location in the City at either City Hall or the Library. 2. Contracts shall be awarded by competitive sealed bidding, except as otherwise provided herein. 3. An invitation for bids shall be issued when a contract is to be awarded by competitive sealed bidding. The invitation shall include a purchase description and all contractual terms and conditions applicable to the procurement. 4. Public notice of the invitation for bids shall be given a reasonable time prior to the date set forth therein for the opening of bids. The notice may include publication in a newspaper of general circulation within the City or County a reasonable time prior to bid opening. "Reasonable Time" for purposes of this part, means that a notice of an invitation for bids shall, prior to the acceptance of a bid, be published at least six days before bid opening in one or more newspapers of general circulation within the City. 	

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<p>5. Bids shall be opened publicly at City Hall, or other place designated in the invitation for bids if use of the City Hall is not available or impracticable at the time of the bid opening, in the presence of one or more witnesses, including whenever practicable the City Clerk, City Administrative Services Director, and the appropriate Department Head at the time designated in the invitation.</p> <p>6. The amount of each bid and any other relevant information specified in the bid notice, together with the name of each bidder, shall be recorded by the City Clerk at the time the bids are opened. The record and each bid shall be open to public inspection.</p> <p>7. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy.</p> <p>8. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and will be considered in evaluation for award shall be objectively measurable. The criteria may include discounts, transportation costs, and total or life cycle cost. No criteria may be used in bid evaluation that is not set forth in the invitation for bids.</p> <p>9. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted in accordance with rules and regulations set out in the bid notice.</p> <p>10. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. Except as otherwise provided by this Policy or rules and regulations set out in the bid notice, all decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the City Manager or City Council, depending on the value of the bid received, and in accordance with the provisions of Section 3, C, above.</p> <p>11. The contract shall be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event all bids for a project exceed available funds as certified by the City Administrative Services Director or City Manager and the low responsive and responsible bid does not exceed</p>	

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<p>such funds by more than 10%, the City Manager is authorized, in situations where time or economic considerations preclude resolicitation of work of a reduced scope, to negotiate an adjustment of the bid price, including changes in the bid requirements, with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds.</p> <p>12. When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.</p> <p>B. REJECTION OF BIDS:</p> <p>1. An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected, in whole or in part, as may be specified in the solicitation, when it is in the best interests of the City in accordance with rules and regulations as set out in the bid notice or invitation. The reasons for such rejections shall be made part of the contract or bid file.</p> <p>2. Bids may be rejected when the City Council, with the advice of the City Manager and such technical department personnel as the City Manager may determine appropriate, determines that bid prices, after advertising once for all competitive bids, are not reasonable (either as to all or as to some part of the requirement), exceed the estimated project cost of a public improvement project by an amount that is unacceptable, or have not been independently arrived at in open competition, provided that no negotiated purchase or contract may be entered into under this paragraph after the rejection of all of the bids received unless the stipulations below are met:</p> <p style="padding-left: 40px;">a. NOTIFICATION TO NEGOTIATE: Notification of the intention to negotiate and reasonable opportunity to negotiate shall have been given to each responsible bidder whose bid conformed to the invitation for bids; and,</p> <p style="padding-left: 40px;">b. NEGOTIATED PRICE: The negotiated price is the lowest negotiated price offered by a reasonable supplier; and provided further, that the City Manager may, at her/his discretion, elect to re-advertise for bids with approval of the City Council.</p> <p>C. EXTENSION OF BIDS: The City Manager may extend the time for opening of</p>	

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bids, if in her/his opinion it is in the public interest to do so. Notice of the extension shall be given to all prospective bidders by the City Clerk in such manner as is most practical under the circumstances. Such extension shall not exceed ten working days. No extension may be granted for the purpose of qualifying a bid that was delivered after the time advertised for the original opening.

D. LATE BIDS: No bids shall be received or accepted at any time subsequent to the time indicated in the announcement. Any bids delivered by mail, or any other means, subsequent to the appointed time shall not be opened.

E. RESPONSIBLE BIDDER: The City shall award contracts which are required to be let by competitive bidding under this policy to the lowest responsible bidder. The City may reject any low bid and accept the next lowest bid if the City determines that the low bid was made by a bidder who is not responsible.

- The City may consider any or all of the following when determining whether a bidder is responsible:
- Whether the bid fully complies with the invitation for bids;
- The bidder's financial responsibility;
- The bidder's references;
- Whether the bidder has the skill and business judgment to complete the contract;
- The bidder's experience;
- Whether the bidder has the facilities and equipment to complete the contract;
- The bidder's conduct under other contracts, regardless of whether the contracts were with the City or with other parties;
- The quality of the bidder's other work, regardless of whether the work was performed for the City or for other parties; and
- Any other matter that might have bearing on the likelihood that the bidder will promptly and efficiently perform the contract, if it is awarded to the bidder can be considered.

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If the City determines that the low bidder does not meet the criteria of a responsible bidder as defined above, the City shall notify the bidder in writing that it is rejecting the bidder's bid. The notice shall also contain a short description of the reasons for the rejection.

Bonds of Bidders May be Required:

Bidders may be required to supply deposits of good faith, or bonds with sufficient sureties, in such amounts as shall be deemed adequate and approved by the City Manager or City Council, as set out in the bid notice, not only to insure performance of the contract or purchase order in the time and manner prescribed, but also to save, indemnify, and hold the City harmless against losses, damages, claims, liabilities, judgments, costs, and expenses which may accrue in consequences of the granting of the contract or purchase orders.

Before any contract for the construction, alteration or repair of any public building, public work or public improvement of City of Stanton is awarded to any person, that person shall furnish to Stanton such bonds as are required by the California Public Contracts Code or other applicable law.

Professional Services - Consultant Selection:

A. Selection of Consultants or Vendors for Professional Services (General)

1. The appropriate Department Head, with the approval of the City Manager, shall prepare a scope of work or services consistent with budget and project authorization of the City Council. The Request for Proposal (RFP) shall outline the City requirements and project description, services to be performed, specific identification of what is to be accomplished or provided, as well as the due date for submittal. The list of solicited firms will be drawn from firms who, in the opinion of the Department Head, can perform the work. A Request for Qualifications (RFQ) may first be necessary if the required services are particularly specialized or if the qualifications of the available consultants are unknown. The list of solicited firms may be limited to between 3 to 5 due to time constraints or specialties involved.

2. The initial review of proposals shall be conducted by the involved Department

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<p>Head(s) who shall make a recommendation to the City Manager regarding which consultants should be invited to interviews. Interviews (contracts less than \$20,000) will be conducted by the appropriate department staff members.</p> <ol style="list-style-type: none"> Qualifications should be the determining factor in the selection of a professional consultant. Staff shall then negotiate the final fee based upon the agreed scope of work. Prior to approval of a contract, the Department Head of the requesting or using Department shall conduct appropriate background and reference checks and ensure that adequate bonding or security, if required, is posted. Consultants shall comply with all regulations and laws dealing with conflict of interest disclosure and reporting. Consultants shall not be engaged if a conflict of interest exists. <p>B. Selection of Consultants for Professional Services for Continuing Services: The following shall apply to the selection or professional services which are needed on a continuous or project by project basis:</p> <ol style="list-style-type: none"> Professional firms providing engineering, plan checking, land surveying, transit, planning, environmental, economic development, legal, auditing, landscape architecture, or other services may be retained on a continuing basis to provide professional services. The City Department Head, with the approval of the City Manager, may contract on a project-by-project or on a retainer basis for additional work/services without going through the RFP and selection process. At least every three years these arrangements shall be reviewed and every effort shall be made to receive proposals from at least three consultants to perform the same services. This is to ensure the City is receiving the best value and there is no stoppage in the provision of these services. Beginning each fiscal year, the Purchasing Officer/Designee shall make a written request to each City Department Head to submit to the City Manager a list of consultants currently under contract by their department, setting forth name of firms, type of services, cost of contracts, length of contracts and date entered into, and the number of years retained by the City. 	

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<p>3. Exclusions</p> <p>a. The process of selecting environmental impact report consultants for non City projects shall be conducted by the Director of Community Development and Redevelopment due to time restraints and application processing requirements. The final consultant selection and fee shall be reviewed and approved by the City Manager.</p> <p>b. City Council shall also review and approve each bond issue in concept with approval for the selection of certain professional consultants, as needed, to be selected by the Administrative Services Director, as approved by the City Manager.</p> <p><u>Bilateral Contracts Required:</u></p> <p>A. A bilateral contract signed by both parties is required:</p> <ol style="list-style-type: none"> 1. Whenever personal property is acquired by means of lease, rental, or installment purchase. 2. Whenever personal or professional services are required by the City except where the services are to be performed at the vendor's place of business or where the services are for non-repetitive repairs or maintenance and where a purchase order has been bid or negotiated to cover said services; 3. Whenever consultant services are to be acquired; 4. Whenever real estate or any interest therein is to be acquired except: <ol style="list-style-type: none"> a. When acquired pursuant to the power of eminent domain and entry of a decree by a court; b. When acquired as a result of the filings and recording of a map or plat as required by California Code; c. When real estate is donated or dedicated to the City 5. Whenever the requesting office, department, agency or City Council shall so 	

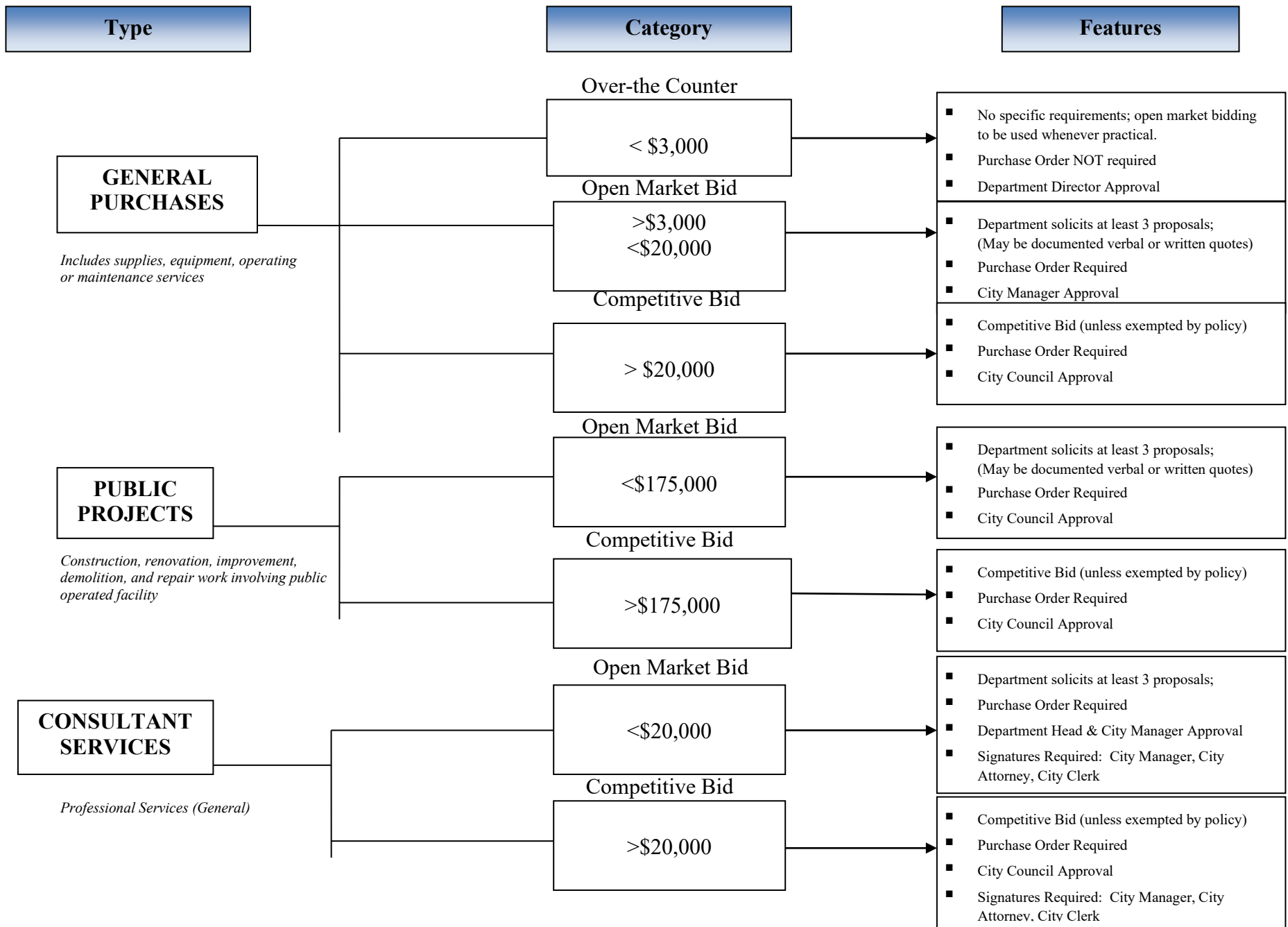
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<p>specify;</p> <ol style="list-style-type: none"> 6. Whenever the vendor requires that a contract other than a purchase order be signed by City of Stanton; and, 7. Whenever intergovernmental, interagency and service provider agreements require participation by the City involving funding, performance, or assumption of liability or risk in any form. <p><u>Credit Card Usage:</u></p> <p>A. Under certain circumstances, the use of a City issued credit card may be the most appropriate method for certain purchases. The use of a City bank credit card should be used as a last resort and not be used to circumvent the Accounts Payable cycle or the Business License Ordinance. The following policies and procedures are established to insure internal control and timely payment of charges.</p> <p>Unless otherwise designated by the City Manager, the Administrative Services Department is the administrator of the Credit Card Program and responsible for evaluating the request for use of the City Credit Card and determining if the request is within the guidelines of this policy.</p> <p>PROCEDURE:</p> <ol style="list-style-type: none"> 1. Bank, office supply store, gasoline, and hardware store credit cards will be signed out on an as-needed basis to staff at the sole discretion of the City Manager or Administrative Services Director, in accordance with internal control procedures. Failure to comply with established procedures may result in discontinuance of use by the employee/department. 2. The Administrative Services Director will determine if the request falls within the guidelines and purpose of this policy. The Department will prepare a blue Credit Card Accounts Payable Voucher and the Department Head will sign prior to issuing of the credit card. This is to ensure that the bank card is used appropriately and that all purchases are within approved dollar limits and in compliance with this policy. 	

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<p>3. All employees using the City credit card will ensure the security of the credit card while in his/her possession. If lost or stolen, the employee shall immediately notify the Administrative Services Department.</p> <p>ALLOWABLE USES: City credit cards may be available to the City Employees for the conduct of official City business and City purchases, included, but not limited to the following purposes:</p> <ul style="list-style-type: none"> • Gasoline purchases for City vehicles. • Authorized travel expenses, hotel, training, airfare and conference expenses. • Items that require a credit card to purchase and that are less than \$1,000. No purchase shall be split into parts by any concerned party so as to produce artificial amounts lower than the total purchase price. • Monthly on-going expenses that do not change in price for which the City has a contract. • Computer equipment from a current vendor in which government pricing has been established. • Grant funded items for the Sheriff Department's special requests. • Online purchases where it is deemed by the Administrative Services Director to be a sole source provider or is the lowest priced supplier. These types of purchases shall not exceed \$5,000. • Supplies/Equipment for special requests with the Administrative Services Director and the City Manager's approval. • Vendors that require the service or purchase to be made by credit card. These circumstances will be verified by the Administrative Services Director or his/her appointed designee. • Other circumstances where the use of a credit card best meets the City's purchasing needs as determined by the City Manager or Administrative 	

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<p>Services Director or his/her appointed designees.</p> <p>According to Internal Revenue Service (IRS) tax reporting requirements, except for Urgency Purchases, a City credit card may not be used to purchase services provided by vendors who are doing business as partnerships or sole proprietors. Examples of this include, but are not limited to:</p> <ul style="list-style-type: none"> • Labor charges for auto repair • Plumbers • Construction contractors <p>B. City bank, gasoline, and telephone credit cards may be signed out from the Administrative Services Director by an employee authorized to purchase items. Once the purchase is complete, the credit card shall be returned. The following rules shall be adhered to when making a purchase using a City credit card:</p> <ol style="list-style-type: none"> 1. All purchases and payments made by City credit cards must be properly budgeted or otherwise approved by Council action before the purchase or payment is made. 2. All purchase and payments made by City credit card <u>must</u> result in a receipt or other sales acknowledgement. These must be signed legibly by the purchaser and approved by the appropriate Department Head. 3. Signed receipts and sales acknowledgements must be forwarded to the Administrative Service Department as soon as possible. <p>No personal items shall be charged on any City credit card. Under no circumstances shall a single personal charge be made on a City credit card.</p> <p><u>Purchasing Recycled Materials or “Green” Products:</u></p> <p>It is the policy of the City to conserve and protect natural resources. The maintenance of a quality environment for the citizens of the City is an ongoing endeavor. In light of these statements, it is the policy of the City to encourage the use of recycled goods and “green” materials whenever possible, where fitness and quality being equal and cost no more than equal, to that of non-recycled or “non-green” products.</p>	

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<p><u>Disposal of City Property:</u></p> <p>A. Department Heads shall petition the City Manager and City Council to declare property surplus, obsolete or unusable.</p> <p>Any property thus classified with resale value shall be advertised for sale by the City Clerk.</p> <p>Property not deemed to have any resale value shall be disposed of by the Department Head in the manner deemed to be in the best interest of the public and approved by the City Manager.</p> <p>Department Head shall provide the City Administrative Services Director with a list of all such property disposed of so that they may be removed from the list of City assets. The City may refuse any or all bids on items offered for sale.</p> <p>The City may make a finding that a use or disposition of certain City property provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City, in which case the City Council may authorize purchase, receipt, holding, selling, leasing, conveying, and other disposition of real and personal property for the benefit of the City, whether the property is within or without the City's corporate boundaries, and under the terms of such a finding is not obligated to sell such property at bid but may improve, protect, and do any other thing in relation to this property that an individual could do.</p> <p><u>Record of Fixed Assets:</u></p> <p>Whenever payment is made for acquisition of a fixed asset and whenever acquisition costs of said asset is \$5,000 or more the City Administrative Services Director or their Designee shall forthwith enter a record of said acquisition upon the inventory records of the City and the Purchasing Officer/Designee shall cause a property sticker to be placed upon said asset.</p>	

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<p><u>Inspection of Merchandise Received:</u></p> <p>A. It shall be the responsibility of the Department Head or his designees to immediately inspect all material, supplies, equipment, and personal property of any nature purchased pursuant to this ordinance immediately upon delivery from the vendor and prior to the acceptance of the delivery.</p> <p>B. The signature of the individual(s) conducting the inspection shall be required on all invoices to designate that they have inspected and received the merchandise listed on said invoice.</p> <p>Damaged property or items not specified on the purchase order shall not be accepted, and the non-conforming nature of the goods, together with the reason for rejection thereof, shall be noted in writing upon the delivery receipt.</p> <p><u>Personal Liability of Officers</u></p> <p>A. No officer or employee of the City shall make any expenditure or encumbrance in excess of the total appropriation remaining (excluding salaries and benefits) for any department.</p> <p>All purchases or all encumbrances on behalf of the City shall be made or incurred only upon any order or approval of the persons duly authorized to act on behalf of the City in such capacity.</p>	



CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 10, 2023

SUBJECT: MAYOR'S APPOINTMENTS OF COUNCIL MEMBERS AS REPRESENTATIVES TO VARIOUS BOARDS, COMMISSIONS, COMMITTEES AND AGENCIES

REPORT IN BRIEF:

Traditionally, Council Members have been appointed by the Mayor to serve on numerous outside committees, boards, commissions and agencies. Each appointee is responsible for representing the City and voting on behalf of the City Council. The Mayor conducts a review and selects appointees, as detailed in Attachment A, with the exception of the Orange County Fire Authority ("OCFA") appointment, which is required to be made by City Council Resolution, the Mayor may otherwise make appointments to each committee, board, commission or agency by nomination and Minute Order confirmation. In addition, the Fair Political Practices Commission ("FPPC") regulations require the adoption and posting of Form 806, Agency Report of Public Official Appointments, in order for individual Council Members to participate in a City Council vote that would result in him or her serving in a position that provides compensation of \$250 or more in any 12-month period.

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. City Council discuss and confirm the Mayor's appointments; and
3. Approve Fair Political Practices Commission Form 806 and authorize the City Clerk to post the form on the City's website.

BACKGROUND:

At the first meeting of the year, the Mayor traditionally reviews the list of Council Members designated on the submitted Mayor's Appointments list. Historically, at the first meeting of the year, the City Council has confirmed the existing memberships through reappointments or made new appointments, and has also added or deleted board, commission, committee, and agency memberships, as appropriate. Based on changes to the FPPC Regulation 18705.5 (Materiality Standard: Economic Interest in Personal Finances) a public official may participate in a Council vote that would result in him or her serving in a position that provides compensation in the form of stipends, reimbursement or direct payment of \$250 or more in any 12-month period. The revised regulation specifies, however, that the body making such an appointment(s) must adopt and post a list of the appointments on its website as required by the FPPC.

ANALYSIS/JUSTIFICATION:

The "Mayor's Appointments of Council Members as Representatives to Various Agencies List" (Attachment A) documents the various committees and boards to which the Mayor proposes to appoint Council Members. In previous years, the Mayor has reviewed the list prior to the first meeting of the new year, and any changes, additions, or deletions to any of the appointments are made by Minute Order.

FISCAL IMPACT:

There is minimal fiscal impact associated with the recommended action.

ENVIRONMENTAL IMPACT:

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).

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

6. Maintain and Promote a Responsive, High Quality and Transparent Government

Prepared by: Patricia A. Vazquez, City Clerk

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Draft Mayor's Appointments of Council Members as Representatives to Various Agencies List
- B. Draft FPPC Form 806



MAYOR'S APPOINTMENTS OF COUNCIL MEMBERS AS REPRESENTATIVES TO VARIOUS AGENCIES

City of Stanton | 7800 Katella Avenue, Stanton, CA 90680 | www.stantonca.gov

Attachment: A
Click here to return to the agenda.

Council Committees		
Economic Development Committee	David J. Shawver	Carol Warren
Contractual Services	Carol Warren	Gary Taylor
CR&R Contract Review Sub-Committee	David J. Shawver	Hong Alyce Van

Stanton Non-Profit Liaisons		
Non-Profit	Liaison	Alternate
Stanton Collaborative	Hong Alyce Van	Donald Torres
Stanton Community Foundation	Hong Alyce Van	Donald Torres
Boys and Girls Club	Carol Warren	Hong Alyce Van
Lions Club	Hong Alyce Van	Carol Warren

JPA and/or Membership Organizations		
League of California Cities	David J. Shawver	N/A
Association of California Cities – Orange County	David J. Shawver	N/A
Southern California Association of Governments (SCAG)	David J. Shawver	Carol Warren
Public Cable Television Authority (PCTA)	David J. Shawver	Carol Warren
Santa Ana River Flood Protection Agency	Donald Torres	Gary Taylor
California Joint Powers Insurance Authority	Gary Taylor	Carol Warren
Orange County Housing Finance Trust	Carol Warren	Hong Alyce Van
Regional Military Affairs Committee JFTB	Donald Torres	Gary Taylor

Representatives to Joint Governmental Committees		
Agency	Delegate	Alternate, if applicable
Bridges at Kraemer Place Emergency Shelter Advisory Board	Donald Torres	N/A
Orange County Emergency Management Organization (OCEMO) Executive Committee	Gary Taylor	Carol Warren
Orange County Library Advisory Board	Hong Alyce Van	Gary Taylor
Orange County Sanitation District	David J. Shawver	Carol Warren
Orange County Mosquito and Vector Control District Trustee	Gary Taylor	N/A
Orange County Fire Authority ¹ (OCFA)	David J. Shawver	N/A

¹ OCFA requires appointment by resolution (Resolution No. 2012-02)



MAYOR'S APPOINTMENTS OF COUNCIL MEMBERS AS REPRESENTATIVES TO VARIOUS AGENCIES

Meeting Information

City of Stanton | 7800 Katella Avenue, Stanton, CA 90680 | www.stantonca.gov

Council Committees	Days / Frequency	Time	Location
Economic Development Committee	As determined by staff	As Scheduled	City Hall
Contractual Services Committee	As determined by staff	As Scheduled	City Hall
CR&R Contract Review Sub-Committee	As determined by staff	As Scheduled	City Hall

Stanton Non-Profit Liaisons	Days / Frequency	Time	Location
Stanton Collaborative	4 th Monday / Monthly	12:30 PM	Community Services
Stanton Community Foundation	2 nd Monday / Monthly	6:30 PM	Stanton Central Park
Boys and Girls Club	3 rd Thursday / Monthly	7:30 AM	11050 Cedar Street
Stanton Lions Club	2 nd & 4 th Thursday / Monthly	12:00 PM	Varied

JPA and/or Membership Organizations	Days / Frequency	Time	Location
League of California Cities	Annual Conference Various Events / Meetings	As Scheduled	Varied
Association of California Cities – Orange County	Annual Conference Various Events / Meetings	As Scheduled	Varied
Southern California Association of Governments (SCAG)	Annual Conference Various Events / Meetings	As Scheduled	Varied
Public Cable Television Authority (PCTA)	3 rd Monday / Monthly	9:00 AM	Harry Dotson Park
Santa Ana River Flood Protection Agency	4 th Thursday in June & 3 rd Thursday in November / Semi-Annually	4:00 PM	Zoom (Electronically)
California Joint Powers Insurance Authority	July / Annually	As Scheduled	Varied
Orange County Housing Finance Trust	3 rd Wednesday / Bi-Monthly	10:00 AM	County Administration South, Multi-Purpose Room 601 N. Ross St., 1st Floor, Santa Ana, 92701
Regional Military Affairs Committee JFTB	4 th Monday / Monthly	3:30 PM	Joint Forces Training Base, Military Veterans Resource Center, Building 244, 11206 Lexington Dr., Los Alamitos, 90720



MAYOR'S APPOINTMENTS OF COUNCIL MEMBERS AS REPRESENTATIVES TO VARIOUS AGENCIES

Meeting Information

City of Stanton | 7800 Katella Avenue, Stanton, CA 90680 | www.stantonca.gov

Representatives to Joint Governmental Committees	Days / Frequency	Time	Location
Bridges at Kraemer Place Emergency Shelter Advisory Board	Minimum of 2 Meetings / Bi-Annually <i>(As scheduled by the OCCEO)</i>	9:00 AM	Varied
Orange County Emergency Management Organization (OCOMO) Executive Committee	2 nd Friday / Quarterly	1:30 PM	Zoom <i>(Electronically)</i>
Orange County Library Advisory Board	Minimum of 3 Meetings / Annually <i>(As scheduled by the OCPL)</i>	4:00 PM	OCPL Headquarters, 2 nd Floor, Yosemite Conference Room 1501, E. Saint Andrew Place Santa Ana, 92705
Orange County Sanitation District	4 th Wednesday / Monthly	6:00 PM	Administrative Offices, 10844 Ellis Avenue, Fountain Valley, 92708
Orange County Mosquito and Vector Control District Trustee	3 rd Thursday / Monthly	3:00 PM	Orange County Mosquito & Vector Control District Headquarters, 13001 W. Garden Grove Blvd., Garden Grove, 92843
Orange County Fire Authority (OCFA)	4 th Thursday / Bi-Monthly	6:00 PM	OCFA Regional Fire Operations & Training Center Board Room, 1 Fire Authority Road Irvine, CA

Agency Report of: Public Official Appointments

A Public Document

1. Agency Name City of Stanton			California Form 806 For Official Use Only
Division, Department, or Region (If Applicable) City Council			
Designated Agency Contact (Name, Title) Patricia A. Vazquez, City Clerk			
Area Code/Phone Number (714) 890-4245	E-mail pvazquez@stantonca.gov	Page 1 of 1	Date Posted: Upon Approval (Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Orange County Fire Authority	▶ Name <u>Shawver, David J.</u> <small>(Last, First)</small> Alternate, if any <u>Warren, Carol</u> <small>(Last, First)</small>	▶ <u>01 / 10 / 23</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Orange County Mosquito and Vector Control District	▶ Name <u>Taylor, Gary</u> <small>(Last, First)</small> Alternate, if any <u>None</u> <small>(Last, First)</small>	▶ <u>01 / 10 / 23</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Orange County Sanitation District No. 3	▶ Name <u>Shawver, David J.</u> <small>(Last, First)</small> Alternate, if any <u>Warren, Carol</u> <small>(Last, First)</small>	▶ <u>01 / 10 / 23</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>212.50</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Public Cable Television Authority	▶ Name <u>Shawver, David J.</u> <small>(Last, First)</small> Alternate, if any <u>Warren, Carol</u> <small>(Last, First)</small>	▶ <u>01 / 10 / 23</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

_____	Patricia A. Vazquez	City Clerk	01/10/2023
<small>Signature of Agency Head or Designee</small>	<small>Print Name</small>	<small>Title</small>	<small>(Month, Day, Year)</small>

Comment: _____

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