



**NOTICE AND CALL
CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY
SPECIAL MEETING**

TO THE MEMBERS OF THE CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY FOR THE CITY OF STANTON AND TO THE CITY CLERK / SECRETARY:

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council / Successor Agency / Stanton Housing Authority for the City of Stanton is hereby called by the Mayor / Chairman, to be held on May 23, 2023, commencing at 5:30 p.m. at 7800 Katella Avenue, Stanton, CA 90680.

The Agenda for the Special Meeting is attached to this Notice and Call.

Dated: May 18, 2023

s/ Patricia A. Vazquez, City Clerk / Secretary

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: (842 2218 7602)** 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/84222187602?pwd=bDdpTld1ZkpEN1R0UnhSWkNVWEIVdz09>

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 BY 24 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
SPECIAL AND JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA 90680

TUESDAY, MAY 23, 2023
SPECIAL CLOSED SESSION - 5:30 P.M.
JOINT REGULAR SESSION - 6:30 P.M.

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

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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.StantonCA.gov.

1. CLOSED SESSION (5:30 PM)

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

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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

4. CLOSED SESSION

4A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Pursuant to Government Code section 54956.9(d)(1)
Number of cases: 1

Case Name: Tina Pacific Residents Association, et al. v. City of Stanton
Case Number: OCSC 39-2023-01316300-CU-WM-CXC

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

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

7. PLEDGE OF ALLEGIANCE

8. SPECIAL PRESENTATIONS AND AWARDS

- A.** Presentation of certificate of recognition to Deputy Eric Peevey, Orange County's Top Vehicle Theft Recovery Officer of the Year for 2022.
- B.** Presentation of certificate of recognition in honor of National Public Works Week.
- C.** Townsend Public Affairs State and Federal Legislative report and update.

9. CONSENT CALENDAR

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

CONSENT CALENDAR

9A. MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED

RECOMMENDED ACTION:

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

9B. APPROVAL OF WARRANTS

City Council approve demand warrants dated April 21, 2023 – May 4, 2023, in the amount of \$1,474,827.54.

9C. APPROVAL OF MINUTES

City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – May 9, 2023.

9D. PURCHASE ORDER APPROVAL FOR NEW HVAC UNITS FOR THE STANTON COMMUNITY CENTER IMPROVEMENT PROJECT (TASK CODE 2023-603)

The Public Works Department is proposing to purchase and replace eight (8) Heating, Ventilation, and Air Conditioning (HVAC) units for the Stanton Community Center Improvement Project in the amount of \$133,116. Improving the HVAC system will help maintain good indoor air quality through adequate ventilation and provide efficient thermal comfort for residents and visitors of all ages as it relates to future pandemics, including the Coronavirus Pandemic.

RECOMMENDED ACTION:

1. City Council declare that this action to be categorically exempt under the California Quality Act ("CEQA"), since the action herein does not constitute a "project" as defined by Section 15378 of the CEQA guidelines; and
2. Declare that the Russell Sigler, Inc. quote using a Sourcewell purchasing contract is in accordance with the Purchasing and Contracting Guidelines Section 4.13; and
3. Authorize a purchase order for eight (8) HVAC units from Russell Sigler, Inc. in the amount of \$133,116.

9E. SUPPLEMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONTRACT EXTENSION WITH TOWNSEND PUBLIC AFFAIRS, INC. TO PROVIDE LEGISLATIVE ADVOCACY AND GRANT WRITING SERVICES

Requested is the authorization to allow the City Manager to enter into a Supplement to Professional Services Agreement with Townsend Public Affairs to provide legislative advocacy and grant writing services in an amount not to exceed \$48,000 for Fiscal Year (FY) 2023-24.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve the supplement to professional services agreement for Townsend Public Affairs, Inc.; and
3. Authorize the City Manager to bind the City of Stanton and Townsend Public Affairs, Inc. in a contract to provide advocacy and grant writing services to the City of Stanton.

9F. COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP AND EMERGENCY SOLUTIONS GRANT PROGRAMS COOPERATION AGREEMENT – AMENDMENT NO. SIX

The Housing and Community Development Act of 1974 requires cities with a population under 50,000 to enter into a cooperation agreement with counties or the State in order to be part of the Urban County Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), Emergency Solutions Grant Program (ESG) and any subsequent United States Department of Housing and Urban Development Program (HUD), which may become available to the counties to be used for eligible housing and community development activities. Approval of Resolution No. 2023-11 would extend the life of the existing Cooperative Agreement. The current Agreement (Amendment No. Five to the Cooperation Agreement) covers Fiscal Years (FY) 2021-2022 and 2022-2023.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve Resolution No. 2023-11 approving Amendment No. Six to the City’s Cooperation Agreement with the County of Orange entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING AND ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP AND EMERGENCY SOLUTIONS GRANT PROGRAMS COOPERATION AGREEMENT AMENDMENT NO. SIX”; and

3. Authorize the City Manager to execute Amendment No. Six to the City’s Cooperation Agreement with the County of Orange on behalf of the City.

9G. SELECTION OF FIREWORKS LICENSEES FOR 2023

Staff is requesting that the City Council select licensees for 2023 fireworks sales.

RECOMMENDED ACTION:

1. City Council find that the action is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the State CEQA Guidelines as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Award fireworks sales licenses to Youth Assistance Foundation of Stanton and Boys & Girls Club of Stanton.

9H. RESOLUTIONS TO SUBMIT APPLICATIONS FOR THE LAND AND WATER CONSERVATION FUND, STANTON CENTRAL PARK IMPROVEMENT PROJECT AND DOTSON PARK SPLASH PAD

Staff are seeking approval of Resolution No. 2023-09 and Resolution No. 2023-10, authorizing applications for the Land and Water Conservation Fund (LWCF) Grant for the Stanton Central Park Improvement Project and Dotson Park Splash Pad.

RECOMMENDED ACTION:

1. City Council declare 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. Adopt Resolution No. 2023-09, approving an application for the Land and Water Conservation Fund grant, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND FOR THE STANTON CENTRAL PARK IMPROVEMENT PROJECT"; and

3. Adopt Resolution No. 2023-10, approving an application for the Land and Water Conservation Fund grant, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND FOR THE DOTSON PARK SPLASH PAD IMPROVEMENT PROJECT".

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS **None.**

11. UNFINISHED BUSINESS **None.**

12. NEW BUSINESS **None.**

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS **None.**

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

15A. COMMITTEE REPORTS/ COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

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

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

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

15C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

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

Currently Scheduled: None.

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 18th day of May, 2023.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 9B

Click here to return to the agenda.

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

April 21, 2023-May 4, 2023

Electronic Transaction Nos.	2537-2557	\$	1,149,074.41
Check Nos.	136490-136535	\$	325,753.13

TOTAL	\$	1,474,827.54
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**Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.**

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

/s/ Hannah Shin-Heydorn
City Manager

/s/ Michelle Bannigan
Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: JRodriguez
Printed: 5/8/2023 4:51 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2537	CAR15676 3/23/2023	CARL WARREN & COMPANY General Liability Account Fund Replenishment	04/21/2023	1,078.80
Total for Check Number 2537:				1,078.80
2538	ABS16273 2020107199	ABSOLUTE SECURITY INTERNATION. Security for Hall Rentals on 3/5, 3/12, 3/19, 3/26	04/21/2023	1,328.36
Total for Check Number 2538:				1,328.36
2539	GOL1321 April 20	GOLDEN STATE WATER COMPANY Water Services Housing Authority Feb 02 - Mar	04/21/2023	264.73
Total for Check Number 2539:				264.73
2540	REC16138	RECTRAC REFUNDS Deposit Refund/#29821/Jennifer Ganibi/04/16/2 Deposit Refund/#29498/Ann Vicente/04/22/2022 Deposit Refund/#29724/Francisco Carrillo/04/15 Deposit Refund/#30303/Norma Vargas/06/04/20 Deposit Refund/#29766/Tatiana Bui/04/22/2023 Deposit Refund/#30065/Habib Abdulalim/04/23/ Deposit Refund/#30217/Jessica Aguirre/04/16/20 Deposit Refund/#29462/Vanessa Uson/04/15/20 Class Canceled Reservation/#30376/Suzette Tole Cancelled reservation.Issue full refund/Norma V Deposit Refund/#29887/Monica Solorio/04/16/2 Deposit Refund/#29810/Kristin Frausto/04/22/20 Deposit Refund/#29856/Jennifer Ganibi/04/16/20	04/24/2023	150.00 150.00 200.00 50.00 300.00 200.00 100.00 450.00 150.00 35.00 300.00 200.00 150.00
Total for Check Number 2540:				2,435.00
2541	REC16138 51767147 52060978 52216983	RECTRAC REFUNDS Deposit Refund #51767147/ Beverly Aguilar/ 4/ Deposit Refund #52060978/ Erick Bustillo/ 4/20 Parent request to cancel tennis classes/ Dan Tran	04/25/2023	100.00 300.00 240.00
Total for Check Number 2541:				640.00
2542	GOL1321 04/03/2023 04/03/2023	GOLDEN STATE WATER COMPANY Mar 1- Apr 3 Water Service Median Mar 1- Apr 3 Water Services Building	04/25/2023	224.54 150.38
Total for Check Number 2542:				374.92
2543	USB13423 2270856	US BANK Semi-annual debt service payment-2020A TABs	04/25/2023	832,374.16
Total for Check Number 2543:				832,374.16
2544	GOL1321	GOLDEN STATE WATER COMPANY	04/26/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	04/04/2023	Feb 1- Apr3 Water Services Park		145.18
			Total for Check Number 2544:	145.18
2545	REC16138	RECTRAC REFUNDS	04/26/2023	
	30235	Deposit Refund #30235/ Jessica Pyun/ 6/10/2022		150.00
	30235	Cancelled Reservation. Issue Refund/ Jessica Pyun		90.00
			Total for Check Number 2545:	240.00
2546	HOP16467	HOPE CENTER OF ORANGE COUNTY	04/27/2023	
	2023-0006	North Orange County Regional Outreach & Eng		35,137.64
	2023-0007	North Orange County Regional Outreach & Eng		195,493.21
			Total for Check Number 2546:	230,630.85
2547	GOL1321	GOLDEN STATE WATER COMPANY	04/27/2023	
	04/03/2023	Mar 02 - Apr 03 Water Services Housing Author		3,067.83
			Total for Check Number 2547:	3,067.83
2548	OCA2137	COUNTY OF ORANGE TREASURER- T	04/28/2023	
	SC13820	800 mhz 4th Quarter ST0 Apr-Jun FY 22/23		600.54
	SC13820	800 mhz 4th Quarter ST0 Apr-Jun FY 22/23		6,000.00
	SC13820	800 mhz 4th Quarter ST0 Apr-Jun FY 22/23		1,859.46
	SC13820	800 mhz 4th Quarter ST0 Apr-Jun FY 22/23		1,471.00
			Total for Check Number 2548:	9,931.00
2549	BEN15755	BENEFIT COORDINATORS CORPORAT	04/28/2023	
	12541	April 2023 Prism Life Ins - Employee		613.60
	12541	April 2023 Prism Life Ins - City		453.60
	12541	April 2023 Prism Disability Ins - City		2,489.24
			Total for Check Number 2549:	3,556.44
2550	CAS680	CA ST PERS 103	04/28/2023	
	PPE 04/22/23	PERS - City's Share - Classic T2		4,234.68
	PPE 04/22/23	PERS - Survivor Classic T2		7.44
	PPE 04/22/23	PERS - City's Share T1		2,657.61
	PPE 04/22/23	PERS - Employee New T3		5,144.31
	PPE 04/22/23	PERS - Employee Classic T2		3,434.86
	PPE 04/22/23	PERS - Survivor (Employee) T1		7.44
	PPE 04/22/23	PERS - Survivor New T3		25.11
	PPE 04/22/23	PERS - Employee's Share T1		1,711.45
	PPE 04/22/23	PERS - City's Share - New T3		5,693.04
			Total for Check Number 2550:	22,915.94
2551	INT1569	INTERNAL REVENUE SERVICE	04/28/2023	
	4/26/2023	(FD) Federal Tax Withholding		17,994.61
	4/26/2023	(ME) Medicare - City Share		2,426.17
	4/26/2023	(MC) Medicare - Employee Share		2,426.17
			Total for Check Number 2551:	22,846.95
2552	GOL1321	GOLDEN STATE WATER COMPANY	04/28/2023	
	April 06	Water Services Building Mar 6 - Apr 4		333.81
	April 06	Water Services Median Mar 6 - Apr 4		402.42
	April 06	Water Services Park Mar 6 - Apr 4		382.31

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 2552:				1,118.54
2553	EDD1067	EDD	04/28/2023	
	4/26/2023	State Tax Withholding		6,712.81
	4/26/2023	State Unemployment		253.71
Total for Check Number 2553:				6,966.52
2554	GOL1321	GOLDEN STATE WATER COMPANY	05/01/2023	
	April 07	Water Services Median Mar 6 - Apr 5		156.32
	April 07	Water Services Park Mar 6 - Apr 5		74.74
Total for Check Number 2554:				231.06
2555	MIS16496	MISSIONSQUARE	05/03/2023	
	PPE 04/22/2023	PPE 04/22/2023 - #302393		3,365.00
Total for Check Number 2555:				3,365.00
2556	GOL1321	GOLDEN STATE WATER COMPANY	05/03/2023	
	April 11	Water Services Building Mar 8 - Apr 10		362.18
	April 11	Water Services Median Mar 8 - Apr 10		1,489.82
	April 11	Water Services Park Mar 8 - Apr 10		3,428.61
Total for Check Number 2556:				5,280.61
2557	GOL1321	GOLDEN STATE WATER COMPANY	05/03/2023	
	April 12	Water Services Housing Authority Mar 02 - Apr 12		282.52
Total for Check Number 2557:				282.52
136490	ACO16631	ANDREA ACOSTA	05/04/2023	
	30079	Refund Receipt# 30079 SCP Picnic Shelter 04/22 - 04/23		150.00
Total for Check Number 136490:				150.00
136491	ALL228	ALL CITY MANAGEMENT SVCS, INC.	05/04/2023	
	84877	School Crossing Guard Services - 4/2/23 - 4/15/23		1,516.32
Total for Check Number 136491:				1,516.32
136492	ANA12346	ANAHEIM FAMILY YMCA	05/04/2023	
	YMCA41823	Payment for youth sports classes - Winter/ Spring		592.90
Total for Check Number 136492:				592.90
136493	ATT377	AT&T	05/04/2023	
	4/24/2023	Cerritos Intercon - Apr		386.41
	4/24/2023	Corporate Yard - Apr		413.41
Total for Check Number 136493:				799.82
136494	BEA14942	BEAR ELECTRICAL SOLUTIONS, INC	05/04/2023	
	18556	Maintenance Service - Mar		1,045.00
	18707	Response Service - Mar		1,344.00
Total for Check Number 136494:				2,389.00
136495	BOY13501	BOYS & GIRLS CLUBS OF GARDEN GROVE	05/04/2023	
	2023O	Less Expenses paid by the City		-231.35
	2023O	Contractual Services (FaCT) Boys & Girls Club		4,337.23

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136495:				4,105.88
136496	CAA556 32172	CAA AUTO & BRAKE INC Repairs to carpool van	05/04/2023	180.00
Total for Check Number 136496:				180.00
136497	CAS685 SL230784	CA ST TRANSPORTATION DEPT City of Stanton's portion of Signals & Lighting J	05/04/2023	5,563.40
Total for Check Number 136497:				5,563.40
136498	CLA13716 100007479	CLASSICS FLOWERS & CONFECTION 17 Bouquets for Women of Distinction Awardees	05/04/2023	366.35
Total for Check Number 136498:				366.35
136499	CON13243 76483	CONTINENTAL CHEMICAL & SANITAI Janitorial Supplies	05/04/2023	880.33
Total for Check Number 136499:				880.33
136500	CSG16451 50257 50257 50328 50328 50328 50328 50328 50328 B230331	CSG CONSULTANTS, INC. (Cameron H.) Bldg Inspections 02/27/23 - 03/30 (H. Morgado) Permit Technician 02/27/23 - 03/0 Plan review - 10755 Beach Plan review - 11850 & 11870 Beach Plan review - 11892 Beach Plan review - 11572 Court Plan review - 12345 Beach Building Plan Review Services 02/01/23 - 02/23,	05/04/2023	19,000.00 6,000.00 271.25 310.00 155.00 193.75 775.00 12,706.41
Total for Check Number 136500:				39,411.41
136501	CYP925 72767 72767 72767	CYPRESS ENGRAVING Nameplate: Victoria Holguin Nameplate: Otniel L. Pavia Nameplate & Namebadge: HongTien Tran	05/04/2023	21.75 25.83 47.03
Total for Check Number 136501:				94.61
136502	FRI13695 FY2223-09	FRIENDLY CENTER, INC Contractual Services (FaCT) Friendly Center	05/04/2023	9,758.47
Total for Check Number 136502:				9,758.47
136503	GEN16584 ES2807489	GENERAC POWER SYSTEMS INC Generator for Stanton Community Center	05/04/2023	130,387.74
Total for Check Number 136503:				130,387.74
136504	HIL1466 82907	HILL'S BROS LOCK & SAFE INC 3 new padlocks	05/04/2023	94.12
Total for Check Number 136504:				94.12
136505	INT1579 FY2223-09STN	INTERVAL HOUSE Contractual Services (FaCT) Interval House	05/04/2023	1,506.75
Total for Check Number 136505:				1,506.75
136506	MAS16381	MASTER JANITORIAL SERVICE, LLC	05/04/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	0423	City Janitorial Services - Apr		4,275.00
			Total for Check Number 136506:	4,275.00
136507	NIC16344 23-9830895-01	FREDERIC A NICHOLS FY 2021/22 Annual SB-90/State Mandated Cost	05/04/2023	4,800.00
			Total for Check Number 136507:	4,800.00
136508	NOW1000 27372	NOWLIN FENCE INC. Install guardrails at multiple locations to deter ill	05/04/2023	24,752.00
			Total for Check Number 136508:	24,752.00
136509	PET14941 37132026	PETS BEST Pet Insurance May 2023	05/04/2023	171.73
			Total for Check Number 136509:	171.73
136510	PIN16121 0306370 0306371	PINNACLE PETROLEUM INC Gasoline for City Yard Diesel for City Yard	05/04/2023	6,906.35 2,592.07
			Total for Check Number 136510:	9,498.42
136511	PSI11874 38767	PSI Tagnators Graffiti Remover	05/04/2023	331.69
			Total for Check Number 136511:	331.69
136512	RSO15078 3-31-842780	R&S OVERHEAD DOORS OF SO. CAL, Replace weather seal on automatic doors at City	05/04/2023	2,980.00
			Total for Check Number 136512:	2,980.00
136513	RES2489 3568811	RESOURCE BUILDING MATERIALS Concrete to install camera pole @ FRC	05/04/2023	41.17
			Total for Check Number 136513:	41.17
136514	RJM2515 35623 35659	RJM DESIGN GROUP INC Design for Premier Park Renovation Stanton Parks Master Plan Project #789.05- For :	05/04/2023	4,907.75 23,008.98
			Total for Check Number 136514:	27,916.73
136515	SCS13184 236605	S.C. SIGNS & SUPPLIES LLC New street name signs	05/04/2023	1,644.30
			Total for Check Number 136515:	1,644.30
136516	SKY16010 SSA42423	SKYHAWKS SPORTS ACADEMY LLC Payment for youth sports classes and camps-Wir	05/04/2023	970.20
			Total for Check Number 136516:	970.20
136517	SOC12606 626565	SO CAL INDUSTRIES Fence Rental for 8910-8920 Pacific - May	05/04/2023	311.94
			Total for Check Number 136517:	311.94
136518	GAS1282 4/27/2023	SOCALGAS Gas Service - City Hall - April	05/04/2023	578.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	5/1/2023	Gas Services / Corp Yard/ Apr		28.92
			Total for Check Number 136518:	607.82
136519	SOL16630 29993	MARIA SOLARES Refund Receipt# 29993 SCP Picnic Shelter 04/14	05/04/2023	100.00
			Total for Check Number 136519:	100.00
136520	BCN14064 132259141	SOLEX - FUSION LAN LINES Burgular Alarms / Fire / MAR -202	05/04/2023	1,367.41
			Total for Check Number 136520:	1,367.41
136521	SOU11880 4151340 4154665	SOUTH COAST A.Q.M.D Permit Fee - ICE (50-500 HP) Em Elec Gen - Di Emissions Fees for FY 22/23 for City Yard	05/04/2023	468.76 151.85
			Total for Check Number 136521:	620.61
136522	SPA15432 4096775 042123	SPARKLETTS APR-22/ Breakroom Water Delivery	05/04/2023	162.78
			Total for Check Number 136522:	162.78
136523	STA16013 RS42423	RACHEL STANLEY Payment for adult yoga classes- Winter/Spring 2	05/04/2023	616.00
			Total for Check Number 136523:	616.00
136524	TAI14271 157577	TAIT & ASSOCIATES INC Design for FY 22/23 Citywide Street Rehabilitat	05/04/2023	11,201.25
			Total for Check Number 136524:	11,201.25
136525	THE14944 TR42423	THE RINKS-WESTMINSTER ICE Payment for youth ice skating classes-Winter/Sp	05/04/2023	885.50
			Total for Check Number 136525:	885.50
136526	THO13835 46665277 46666557	THOMSON INC Inspect RV system at City Yard Repairs to unit 5 of City Hall HVAC	05/04/2023	530.00 469.00
			Total for Check Number 136526:	999.00
136527	TOR16628 04/27/2023	DONALD TORRES League of CA Cities 2023 City Leaders Summit	05/04/2023	91.89
			Total for Check Number 136527:	91.89
136528	TOW14437 19505	TOWNSEND PUBLIC AFFAIRS, INC FEB-2023/ Public Advocacy and Grant Funding	05/04/2023	4,000.00
			Total for Check Number 136528:	4,000.00
136529	VAL16597 1322-01	VALVERDE CONSTRUCTION INC Storm Drain Repair @ Beach/Stanford	05/04/2023	21,500.00
			Total for Check Number 136529:	21,500.00
136530	VAN16629 4/27/2023	HONG ALYCE VAN League of CA Cities 2023 City Leaders Summit	05/04/2023	26.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136530:				26.00
136531	VAN13002 9715	VAN RY MAINTENANCE Floor Service Civic Center - April 2023	05/04/2023	450.00
Total for Check Number 136531:				450.00
136532	VER3059 9932657979 9932657980	VERIZON WIRELESS Mobile/ Data Plans/ Hotspots 3/17/23 - 4/16/23 Mobile/ Data Plans/ Hotspots 3/17/23 - 4/16/23	05/04/2023	1,065.84 817.07
Total for Check Number 136532:				1,882.91
136533	VIS3077 2023-966918-00 2023-970622-00 2023-973787-00	VISTA PAINT CORP Paint supplies Paint for red curb Gloves for graffiti removal	05/04/2023	40.67 803.83 156.30
Total for Check Number 136533:				1,000.80
136534	WAG13143 INV5095211 INV5095211	WAGEWORKS APR2023/ Compliance Fee APR2023/ Administration Fee	05/04/2023	50.00 66.00
Total for Check Number 136534:				116.00
136535	TPX16519 168022778-0 168022778-0	U.S. TELEPACIFIC CORP Firewall Costs/All Facilities/MAR-2023 Telecommunications Svcs/All Facilities/MAR-2023	05/04/2023	1,454.72 3,180.16
Total for Check Number 136535:				4,634.88
Report Total (67 checks):				1,474,827.54

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING MAY 9, 2023

1. **CLOSED SESSION** None.

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 Shawver.

3. **PLEDGE OF ALLEGIANCE**

Led by Mr. James J. Wren, Public Safety Services Director.

4. **ROLL CALL**

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

Absent: None.

Excused: None.

5. **SPECIAL PRESENTATIONS AND AWARDS**

A. Mayor Shawver and Members of the City Council presented a certificate of recognition to Ms. Hilda Laufer for her service to the City as the Easter Bunny for the past 25 years.

B. Presentation by Ms. Lora Young, District Manager, Orange County Mosquito & Vector Control District sharing their mission with the City Council and providing information on their current operations.

C. Presentation by Ms. Alexis Soto, Mr. Manuel Gallegos, Mr. Mustafa Swaleh, Ms. Angela Corleto, and Mr. Joseph Valadez, students of California State University, Long Beach sharing their research pertaining to the Trauma-Informed Care Guidebook for Homeless Service Providers.

D. Presentation by Mr. Michael Hunn, Chief Executive Officer, CalOptima Health sharing their mission with the City Council and providing information on their current operations.

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6. CONSENT CALENDAR

Mayor Shawver requested to pull item 6G from the consent calendar for separate discussion.

Motion/Second: Van/Torres

ROLL CALL VOTE:	Council/Agency/Authority Member Taylor	AYE
	Council/Agency/Authority Member Torres	AYE
	Council/Agency/Authority Member Warren	AYE
	Mayor Pro Tem/Vice Chairperson Van	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 April 7, 2023 – April 20, 2023, in the amount of \$582,751.89.

6C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Special and Joint Regular Meeting – April 25, 2023.

6D. MARCH 2023 INVESTMENT REPORT

The Investment Report as of March 31, 2023, 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 March 2023.

DRAFT

6E. MARCH 2023 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of March 31, 2023, 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 March 2023.

6F. MARCH 2023 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 March 31, 2023, 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 March 31, 2023.

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 March 2023 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended March 31, 2023.

6H. AUTHORITY TO ADVERTISE FOR CONSTRUCTION: FISCAL YEAR 2022-23 CITYWIDE STREET RESURFACING PROJECT

The plans and specifications for the Fiscal Year (FY) 2022-23 Citywide Street Resurfacing Project are substantially complete. In the interest of time, the City Engineer is recommending City Council approve the draft specifications and plans for bidding, subject to revision by the City Engineer and the City Attorney, to ensure the construction contract is awarded in an efficient and timely manner. The draft Project plans and specifications are available in the City Engineer's Office for review.

1. The City Council finds that this project is exempt from the California Environmental Quality Act ("CEQA"), Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing public structures; and

DRAFT

2. Approved the bid specifications and plans, subject to revisions required by the City Engineer and the City Attorney; and
3. Authorized and advertise for bids the FY 2022-23 Citywide Street Resurfacing Project.

6I. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2023-24

On January 24, 2023, the City Council adopted Resolution No. 2023-02, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would preliminarily approve the report.

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(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopted Resolution No. 2023-07, preliminarily approving the Engineer's Report for the annual levy of assessments for the Stanton Lighting and Landscaping District No. 1 for Fiscal Year 2023-24, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024."

6J. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENTS FOR IMPROVEMENT, MAINTENANCE, AND SERVICING OF LIGHTING AND LANDSCAPING WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2023-24 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

DRAFT

On January 24, 2023, the City Council adopted Resolution No. 2023-02, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would declare the City Council's intention to levy and collect the assessments and set the required public hearing for Tuesday, June 13, 2023.

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(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopted Resolution No. 2023-08, declaring its intention to levy and collect the annual assessments for Stanton Lighting and Landscaping District No. 1, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR IMPROVEMENT, MAINTENANCE, AND SERVICING OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2023-24 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO";
and

3. Scheduled the public hearing to consider the assessments for Fiscal Year 2023-24 on June 13, 2023.

6K. APPROVAL OF FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NV5 TO INCREASE THE SCOPE OF WORK FOR THE SEWER MASTER PLAN UPDATE PROJECT (TASK CODE 2022-301)

The City is in the process of updating the Sewer Master Plan to study and assess the condition of the City's current sewer system. Staff is requesting a contract change order to increase the scope of work to include CCTV services and assess 11 additional miles of the City's sewer infrastructure. The First Amendment will increase the total contract amount, extend the term, and increase the scope of work. To fund the additional scope of services, staff is requesting City Council approval for an appropriation of \$288,986 to increase the budget for the Sewer Master Plan Project from \$550,000 to \$838,986.

DRAFT

1. The City Council declared this action to be categorically exempt under the California Environmental Quality Act, since the action herein does not constitute a “project” as defined by Section 15378 of the CEQA guidelines; and
2. Approved the First Amendment to the Professional Services Agreement with NV5 for the Updated Sewer Master Plan Project; and
3. Authorized the City Manager to execute the First Amendment to the Professional Services Agreement between the City of Stanton and NV5; and
4. Approved an appropriation of \$288,986 from the Sewer Maintenance Fund (#501) to increase the Sewer Master Plan project’s budget (Task Code No. 2022-301) to \$838,986.

END OF CONSENT CALENDAR

6G. AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO HUB LTD. TO ASSIST IN THE REDESIGN OF THE CITY’S OFFICIAL LOGO, BRANDING AND MESSAGING

The Council directed staff to solicit a qualified vendor to provide a refresh of the City’s brand in September 2022. After completing the review process, staff recommends that the Council authorize the City Manager to enter into an agreement with HUB Ltd. to provide services in an amount not-to-exceed \$85,000, using funds allocated through the American Rescue Plan Act.

Introduction by Ms. Zenia Bobadilla, Community Services Director.

Presentation by Bryan Brooks, Strategic Project Manager and Jen Guibord, Director of Creative Development.

Motion/Second: Taylor/Warren
Motion carried by the following vote:

AYES: 5 (Shawver, Taylor, Torres, Van, and Warren)
NOES: None
ABSTAIN: None
ABSENT: None

Motion unanimously carried:

DRAFT

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Section 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 a Professional Services Agreement with HUB Ltd. to assist in the redesign of the City's official logo, seal and overall brand for a not-to-exceed contract amount of \$85,000; and
3. Authorized the City Manager to bind the City of Stanton and HUB Ltd. in a contract to provide these services.

7. **PUBLIC HEARINGS** None.

8. **UNFINISHED BUSINESS** None.

9. **NEW BUSINESS**

9A. FIREWORKS EDUCATIONAL CAMPAIGN

Staff is seeking direction regarding the continuation of the annual Fireworks Education Campaign for 2023.

Staff report by Mr. Keith Gifford, Code Enforcement Manager.

Motion/Second: Taylor/Torres

Motion carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

Motion unanimously carried:

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

DRAFT

2. Directed staff to proceed with the following:
 - a. Contact TNT Fireworks to inquire if they would be interested in sponsoring yard signs and door hangers to be placed in known hot spot areas, including TNT Fireworks covering the costs for the production and delivery.
 - b. Contact TNT Fireworks to inquire if they would be open to the option of including the City's fireworks education campaign content on the back of any advertising materials that they plan on distributing.
 - c. Contact local businesses that have electronic reader boards to inquire if they would be open to sponsoring the City's fireworks education campaign content on their electronic reader board.
 - d. Contact the Public Cable Television Authority (PCTA) to inquire if they would be interested in sponsoring the creation and airing of the City's fireworks education campaign content on the public access channel.
 - e. Contact the OC Firefighters, Local 3631 to inquire if they would be interested in helping with distribution of the City's fireworks education yard signs.
 - f. If no sponsorship is available, using City Funds to print and post yard signs within City parks and City facilities.
 - g. Pursue sponsored public service announcement opportunities within local newspapers.
 - h. Continue to utilize the City's PIO Division, website, social media platforms, including social media paid advertising, electronic reader boards, city managers newsletter, and e-mail communications.
 - i. Continue with the City's illegal fireworks reporting hotline via phone and highlight public service request app option.

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 Warren reported on her attendance at the City of Buena Park's State of the City Event, which was held on May 3, 2023 and also requested that the City send a congratulatory letter to the City of Buena Park on the celebration of their 70th anniversary of incorporation.
- Ms. Hannah Shin-Heydorn, City Manager reported on her and Mayor Shawver's attendance at the Garden Grove School Administrators' Association Community Dinner event titled "Anchored in Excellence", which was held on May 8, 2023.

DRAFT

- Mayor Shawver reported on his attendance at the 15th Annual Orange County Fire Authority Best and Bravest Awards event, which was held of April 28, 2023.
- Mayor Shawver reported on his attendance at the Southern California Association of Governments (SCAG) 58th annual Regional Conference and General Assembly, which was held on May 4-5, 2023.

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

Mayor Shawver requested an update/progress report on the City's current cannabis licensees.

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

None.

12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING ADDING SENSITIVITY TRAINING TO THE CITY COUNCIL'S TRAINING SCHEDULE

At the April 25, 2023, City Council meeting, Council Member Torres requested that this item be agendized for discussion. Council Member Torres is requesting to discuss the feasibility of adding an additional training course for sensitivity training to the City Council's standard training schedule.

Presentation by Council Member Donald Torres.

Consensus received by the following vote:

AYES: 4 (Shawver, Torres, Van, and Warren)

NOES: 1 (Taylor)

ABSTAIN: None

ABSENT: None

The City Council received consensus and directed staff to discuss, research, and develop a training library for City leadership roles such as the Mayor, Council Members, Commissioners, Committee Members.

12E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING UPDATING / CREATING RULES AND REGULATIONS PERTAINING TO PAYDAY LENDER BUSINESSES WITHIN THE CITY

At the April 25, 2023, City Council meeting, Council Member Torres requested that this item be agendized for discussion. Council Member Torres is requesting to discuss the feasibility of updating / creating rules and regulations pertaining to payday lender businesses within the City to include items such as:

DRAFT

- Impose operating hours restrictions.
- Implement distancing requirements.
- Implement limitations on the number of permitted payday lender business within City limits.

Presentation by Council Member Donald Torres.

The City Council received and filed the presentation.

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

None.

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Ms. Hannah Shin-Heydorn, City Manager reported on the upcoming Budget Workshop – Introduction of the Fiscal Year 2023/24 Proposed Operating and Capital Budget, which is scheduled to be held on May 16, 2023, at 5:00 PM in the City Council Chambers at Stanton City Hall.

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.

Chief Steve Dohman provided the City Council with an update on their current operations.

15. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 9:04 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 23, 2023

SUBJECT: PURCHASE ORDER APPROVAL FOR NEW HVAC UNITS FOR THE STANTON COMMUNITY CENTER IMPROVEMENT PROJECT (TASK CODE 2023-603)

REPORT IN BRIEF:

The Public Works Department is proposing to purchase and replace eight (8) Heating, Ventilation, and Air Conditioning (HVAC) units for the Stanton Community Center Improvement Project in the amount of \$133,116. Improving the HVAC system will help maintain good indoor air quality through adequate ventilation and provide efficient thermal comfort for residents and visitors of all ages as it relates to future pandemics, including the Coronavirus Pandemic.

RECOMMENDED ACTION:

1. City Council declare that this action to be categorically exempt under the California Quality Act ("CEQA"), since the action herein does not constitute a "project" as defined by Section 15378 of the CEQA guidelines; and
2. Declare that the Russell Sigler, Inc. quote using a Sourcewell purchasing contract is in accordance with the Purchasing and Contracting Guidelines Section 4.13; and
3. Authorize a purchase order for eight (8) HVAC units from Russell Sigler, Inc. in the amount of \$133,116.

BACKGROUND:

The new HVAC units will bolster the City's ability to deliver essential services to the public during emergencies, including pandemics such as 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.

On January 10, 2023, the City Council approved the City's participation in the Community Development Block Grant – Cares Program and appropriated \$500,000 for the Stanton Community Center Improvement Project (Project).

The Project consists of improving the HVAC system and installing a permanent backup generator. The Project is being separated into two phases. Phase 1 will include the purchase of the generator and HVAC system units separately and Phase 2 will be the installation of the equipment separately. On February 28, 2023, the City Council authorized the purchase of a generator in the amount of \$130,387.74. The generator has been ordered and is awaiting shipment.

ANALYSIS/JUSTIFICATION:

The City's Purchasing and Contracting Guidelines authorizes the City to purchase from any public agency utilizing a competitive bid process. Sourcewell was awarded a contract to Carrier Global Corporation (Contract # 070121-CAR) for procurement of HVAC units as a result of open competitive bidding on behalf of its members, which includes government entities. The awarded contract is valid through 2025 and meets the City's purchasing requirements.

Staff confirmed with Sourcewell that the Carrier HVAC units can be purchased from Sigler as Carrier utilizes its distribution network in the western states and Sigler is an approved distributor in California for the #070121-CAR Contract. Due to the complexity of the specifications, the use of a cooperative purchasing contract such as Sourcewell provides for a timely and cost-effective purchase. As such, the City does not need to release its own RFP or bid documents and may use Sourcewell's vetted vendors for this equipment purchase.

The quote for the new HVAC units is \$133,116. Subsequently, staff will separately secure another contract for the installation of the HVAC units. The lead time for the HVAC units is approximately 32 to 37 weeks from receipt of purchase order by the vendor.

FISCAL IMPACT:

On January 10, 2023, the City Council approved an appropriation of \$500,000 for the Stanton Community Center Improvements Project (Task Code 2023-603). The project budget is allocated between two purchases: \$300,000 for the HVAC project and \$200,000 for the purchase of an emergency generator. This project is fully funded from a CDBG-CV3 Grant the City received from the County of Orange.

ENVIRONMENTAL IMPACT:

This action requested in this report is not categorized as a project (has no potential for resulting in either a direct physical change in the environmental or a reasonably foreseeable indirect physical change in the environment), and therefore, categorically exempt under the California Environmental Quality Act.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVES:

Obj. No. 3: Provide a quality infrastructure.

Obj. No. 6: Maintain and promote a responsive, high-quality and transparent government.

Prepared by: Han Sol Yoo, E.I.T., Associate Engineer

Reviewed by: Cesar Rangel, Public Works Director/City Engineer

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

ATTACHMENTS:

A. Russell Sigler, Inc. Quote

B. Sourcewell Contract



Attachment: A

[Click here to return to the agenda.](#)

SIGLER - CALIFORNIA
205 S Puente St
Brea, CA 92821
(P) (714) 578-5213

Proposal

Project Name: City of Stanton City Hall

Bid Date: 11/17/2022

Location: Brea, CA 92821

Expiration Date: 04/22/2023

Attention:

Proposal Number: 0323MAMA2046

Mark For	Qty	EA List master/Disc out	Model Number	Description
AC-1,2,3,4,7	5	41,262.00/ 65%	48FCDM16A6A6-0A0C1	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> • 460-3-60 • Low gas heat • 15 Tons • Single circuit, two stage cooling • High static motor • Non fused disconnect • Al/Cu cond. coil - Al/Cu evap coil • Electro-Mechanical Ctl W7212
AC-8,9	2	49,391.00/ 65%	48FCDM20A2A6-0A0C0	Gas Heat Packaged Rooftop Unit <ul style="list-style-type: none"> • Standard Packaging • 460/3/60 • Low Gas heat • 18 Tons(20) • Two-Stage Cooling single circuit • Standard/Medium Static Option - Vertical Models • "Round Tube Plate Fin (RTPF) Al/Cu Condenser Coil, Al/Cu • Non-Fused Disconnect Electro-Mechanical Ctl W7212
AC-6	1	40,667.00/ 65%	48FCDM16A2A6-0A0C1 Upsized to 15 as 12.5 GE currently not t24 compliant	WeatherMaker Gas/Electric Rooftop <ul style="list-style-type: none"> • 460-3-60 • Low gas heat • 15 Tons • Single circuit, two stage cooling • Direct drive, EcoBlue, medium static fan • Non fused disconnect • Al/Cu cond. coil - Al/Cu evap coil • Electro-Mechanical Ctl W7212

Accessories listed separately above are field installed.

Standard Warranties Included in Pricing:

- 1st Year Complete Unit Parts Only
- 5 Year Compressor Parts Only

Package Units Excludes:

- Spare Filters, Belts, and Pulleys
- Pitched Curbs
- External Spring Isolation
- Roof Curb Strip and Insulation
- Smoke Detectors
- Convenience Outlets
- Disconnects
- DDC Controls, Commisioning, Interface, Integration to DDC Controls
- Thermostats
- Start Up, Labor Warranty, Owner Training
- Parts & Labor For Test & Balance

Internal Use Only:0046247298

- Storage, Off-Loading, Crane Meet (Note: Units ship in a closed truck without a lift gate.)
- Any Items Not Listed Above

Proposal is valid for 30 days

Pricing

Total Price for items as listed above (including taxes) **\$133,116.00**

Please note the following clarifications in this proposal:

- Cancellation requests for factory ordered items greater than 10 calendar days from receipt of Purchase Order will incur 100% cancellation charges.

MARIO AMADOR
SIGLER - CALIFORNIA
MAMADOR@SIGLERS.COM

Russell Sigler, Inc.'s Proposal Terms and Conditions

1. Quote, Price and Payment: Prices quoted by Russell Sigler, Inc. (Seller) are good for 30 days and are subject to change without notice. Seller will periodically invoice Buyer for work, labor, materials or equipment (hereinafter collectively "Work") under this accepted Proposal (hereinafter "Agreement"). Buyer agrees to pay all invoices submitted by Seller. Payment terms are Net 10th from date of invoice and are subject to prior and continuing credit approval by Seller. If Buyer fails to timely pay any invoice in full, Seller will impose late payment charges of 1.5% per month on the unpaid balance and Seller will suspend its Work. Prices are exclusive of any applicable city, state, or federal excise tax, including without limitations, taxes on manufacture, transaction privilege, sales, use, receipt, gross income, occupation and similar taxes. Applicable taxes shall be added to the invoice as a separate charge to be paid by Buyer. This Proposal is only for the Work specified herein. All other merchandise or services required for Buyer's job are not included in this Proposal.

2. Acceptance: Acceptance of this Proposal is expressly limited to the exact terms contained herein and any attempt to alter or omit any term shall be deemed a rejection and counteroffer.

3. Shipment and Delivery: Shipment will be by common carrier, FOB place of shipment. Seller will prepay freight to the first destination. Seller reserves the right to control the routing. When any other than Seller's regular method of shipment is used, the prepaid freight will not exceed the lowest of published prices for the regular method of shipment. Special handling charges by the carrier will be paid by Buyer. Title shall pass to Buyer upon delivery to common carrier and thereafter all risk of loss or damage shall be Buyer's. Delivery dates are based on current information.

4. Warranties: SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR THE FITNESS OF MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE. All merchandise is warranted only by the manufacturers as provided for by manufacturers in writing. Seller makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of Seller. Seller makes no warranties on labor. No warranty for equipment, materials, or labor, whether written, implied, or otherwise, shall apply until Seller has been paid in full.

5. Returns: No back-charges or merchandise returns for credit are accepted on behalf of manufacturer without prior written authorization by Seller's Regional Sales Manager and then only upon the conditions and procedures set forth by the manufacturer.

6. Damages: In no event shall Seller be responsible for any impact, delay or acceleration damages, including but not limited to delay due to unavailability of equipment, materials or labor or for any circumstances beyond Seller's direct control. Seller shall not be liable for any consequential damages or loss suffered by Buyer or any other person as a result of its performance under this Agreement or otherwise even if informed in advance of the possibility of such damages. Seller shall not be liable for sales or engineering drawings, plans or specifications rendered in connection with the merchandise, or factory supervision of any installation or start-up.

7. Claims: Buyer shall inspect the materials and equipment upon receipt. All claims for shortages or damage must be submitted in writing to the carrier(s) within 10 days of merchandise receipt. Buyer shall not withhold payment or charge Seller for freight or warranty-related claims.

8. Force Majeure: In no event shall Seller be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, supply chain shortages; it being understood that Seller shall use reasonable efforts consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.

9. Confidentiality: This Proposal and its contents are confidential and none of the details connected therewith shall be disclosed to any third party without Seller's prior written consent. Buyer shall not make any use of, or disclose to third parties, any data, designs, drawings, specifications, pricing or other information furnished to it by Seller, except as may be necessary for the completion of this Agreement. Such data, designs, drawings, specifications, pricing and other information shall remain Seller's exclusive property upon completion, cancellation or termination of this Agreement.

10. Limitation of Liability: Seller's liability for any and all injuries, claims, losses, expenses or damages arising out of or in any way related to its work under this Agreement, from any cause or causes including, but not limited to, negligence, errors, omissions, strict liability, breach of contract or warranty shall not exceed 50% of the total amount of this Proposal or \$50,000. Buyer waives and releases Seller from any liability or damages in excess of the limits set forth above. Legal actions relating to this Agreement must be commenced within one (1) year from the date the labor, material or equipment was supplied.

11. Applicable Law: The rights, duties and obligations arising out of this Agreement shall be determined under the laws where the Project is located (or where the equipment is delivered) will determine the rights and duties of the parties under the PO/Agreement.

12. Attorneys' Fees: In the event of any litigation or arbitration arising out of the execution, performance or breach of this Agreement, including actions for declaratory relief, the party prevailing shall be entitled to an award of costs and expenses to, which costs and expenses shall include reasonable attorneys' fees, court and expert costs, in addition to any other relief to which the prevailing party may be entitled. This provision applies to the entire Agreement.

13. Entire Agreement; Modification: This Agreement contains the entire agreement and understanding of the parties concerning its subject matter and may not be modified in any manner except by a writing duly executed by Seller and Buyer. No representations have been made or relied upon by Buyer, and no consideration has been, or is offered or expected other than as stated in this Agreement. There are no oral collateral agreements.

14. Security Interest: Buyer hereby gives and grants Seller a purchase money security interest in all of the merchandise set forth in this Proposal, to secure Buyer's obligation to pay for said merchandise, which security interest shall be effective until such time as Seller receives payment. Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default, to withhold shipment of merchandise, in whole or part, and to recall goods in transit and retake and repossess all goods which may be stored with Seller for Buyer's account, without the necessity of undertaking any other action. All merchandise so recalled, retaken or repossessed shall become Seller's absolute property, provided that Buyer is given full credit therefor. The forgoing shall not be construed as limiting, any other rights or remedies available to Seller as a result of Buyer's default.

15. Conflict: In case of conflict between this Proposal and any other writing relating to this transaction, these terms and conditions shall supersede any provisions, terms and conditions contained on any confirmation order, or other writing intended related to this transaction or Agreement, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. This Proposal may be modified only by a subsequent writing signed by both parties.

16. Indemnity: Buyer shall, to the fullest extent permitted by law, indemnify and hold harmless Seller and its employees from and against all claims, damages, losses, expenses, and attorneys' fees arising out of or resulting from performance of work under this Agreement, provided that such claim, damage or loss is caused in whole or in part by Buyer's active or passive act or omission, or that of its employees or agents, or anyone whose acts Buyer may be liable for, regardless whether the cause may partially involve Seller or its employees.

17. Termination: Seller shall have the right to terminate this Agreement for cause; cause shall include, but not be limited to, non-payment or any other breach of these Terms and Conditions. In the event of termination of the Agreement, Seller shall be entitled to the value of all work, labor, material, equipment or services provided or incurred in addition to handling charges and administrative costs and expenses. In the event that a breach is due to non-payment or other cause not entirely caused by the acts or omissions of Seller, Seller shall also be entitled to its lost profit for the project.

18. Signatures: This Agreement may be executed in counterparts, each of which shall be deemed an original, which together shall be deemed to be one and the same instrument. The Parties agree to accept delivery of signatures to this Agreement by electronic mail or other electronic means as originals for all purposes.

Accepted By: _____

Name: _____

Title: _____

Company: _____

Date: _____

Proposal Date: _____

Proposal Number: _____

PO Number: *

Project Name: _____

03/23/2023

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City of Stanton City Hall

* No terms, conditions or provisions of the referenced Purchase Order are incorporated into this Agreement.

**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Carrier Global Corporation, 5900-H Northwoods Bus Pkwy., Charlotte, NC 28269 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Under no circumstances will Supplier be liable for any incidental, special, liquidated or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
- 5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance of the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts listed below:

Limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability as indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Limits:

\$2,000,000 per occurrence and in aggregate

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$2,000,000 per claim

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors, except such rights as Supplier has to proceeds. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Any order requiring Buy American provisions will not be accepted until Supplier confirms in writing it can comply with the specific applicable Buy American clause cited. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

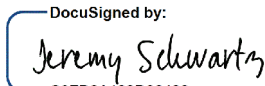
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

U. FEDERAL GOVERNMENT REQUIREMENTS STIPULATION. Supplier is a commercial entity and the components, equipment and services to be included by Supplier in its proposal and to be provided in the event of an award are offered on the basis that they constitute commercial items as defined in the Federal Acquisition Regulations ("FAR"). Similarly, the prices to be offered by Supplier in its proposal, and which would be offered in any resulting contract and any modifications or changes to such contract are based on Supplier's standard commercial accounting policies and practices. Supplier's accounting practices comply fully with U.S. GAAP, but do not take into account any additional or special requirements of Cost Accounting Standards, nor meet the requirements of FAR Part 31 or any similar procurement regulations, including those of the U.S. Department of Defense. Accordingly, Supplier makes its proposal based on its belief that an award can be made to Supplier consistent with FAR Part 12 - "Acquisition of Commercial Items," and that submission of cost and pricing data consistent with CAS/FAR Part 31 will not be required. Supplier does not accept and will not be held liable for any flow down requirements unless specifically agreed to in writing.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

C0FD2A139D06489...

By: _____


Jeremy Schwartz

Title: Chief Procurement Officer

10/7/2021 | 9:30 PM CDT

Date: _____

Carrier Global Corporation

DocuSigned by:

F1B5CDFCEE8A47B...

By: _____

Simon C. Walls


Title: Global Strategic Accounts Leader

10/7/2021 | 11:01 AM CDT

Date: _____

070121-CAR

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

10/7/2021 | 9:34 PM CDT

Date: _____

RFP 070121 - HVAC Systems and Related Services

Vendor Details

Company Name: Carrier Global Corp
Does your company conduct business under any other name? If yes, please state: Carrier Corporation
Address: 5900-H Northwoods Bus Pkwy
Charlotte, NC 28269
Contact: Alex Relf
Email: alex.l.relf@carrier.com
Phone: 704-521-6443
HST#: [REDACTED]

Submission Details

Created On: Tuesday June 15, 2021 15:26:02
Submitted On: Wednesday June 30, 2021 15:43:18
Submitted By: Alex Relf
Email: alex.l.relf@carrier.com
Transaction #: [REDACTED]
Submitter's IP Address: [REDACTED]

Carrier Corporation 070121-CAR

Pricing for contract #070121-CAR offers Sourcewell participating agencies the following discounts:

- 35-71.5% Discount off MSRP

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only):	Carrier Global Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Carrier Corporation	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Carrier Corporation	*
4	Proposer Physical Address:	5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269	*
5	Proposer website address (or addresses):	www.carrier.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Meredith Emmerich, Vice President, North America, Commercial HVAC, 5900-B Northwoods Bus Pkwy, Charlotte, NC. 28269. meredith.emmerich@carrier.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alex Relf, Strategic Account Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 704-521-6443, alex.l.relf@carrier.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Ison, Strategic Accounts Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 501-529-9688, joseph.e.ison@carrier.com	*

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Carrier Engineering Corporation was incorporated in New York on June 26, 1915 by seven engineers led by Willis Carrier. In 1930, Carrier Air Conditioning was formed through the merger of Carrier Engineering Corporation with Brunswick-Kroeschell Company and York Heating & Ventilating Corporation. In 1978, Carrier Corporation, a corporation organized in the State of Delaware, became a wholly owned subsidiary of United Technologies Corporation, and was subsequently spun off as a stand alone company in April of 2020. Carrier Corporation is the leading manufacturer of heating, ventilation and air conditioning equipment and service in the United States with sales totaling approximately \$19 Billion in 2020.	*
10	What are your company's expectations in the event of an award?	Carrier is currently an incumbent vendor of Sourcewell. Upon award, Carrier will schedule a roll out meeting with the customer to plan and prepare for the execution of the awarded contract, as needed.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Carrier Global Corporation is an American multinational home appliances corporation based in Palm Beach Gardens, Florida. Carrier was founded in 1915 as an independent company manufacturing and distributing heating, ventilating and air conditioning (HVAC) systems, and has since expanded to include manufacturing commercial refrigeration and foodservice equipment, and fire and security technologies. As of 2020, it was an \$18.6 billion company with over 53,000 employees serving customers in 160 countries on six continents. Carrier's Moody rating is Baa3, and the outlook is stable. Carrier's Baa3 senior unsecured rating reflects its long-established leadership position in the global equipment industry. Carrier's significant scale positions it as one of the largest competitors in the sector. The business is exposed to cyclicality with about 70% of revenue derived from new equipment sales. The ratings consider sizeable debt levels and high financial leverage following the spinoff from United Technologies Corporation in early 2020. Refer to annual report for full financial statements.	*
12	What is your US market share for the solutions that you are proposing?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
13	What is your Canadian market share for the solutions that you are proposing?	N/A	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer and service provider. a) N/A b) Carrier Commercial Service self performs most work, or will serve as a general if specialty sub-contractors are needed on a project. Carrier has 99 service offices throughout North America, and may procure product or materials through our corporate owned warehouses, or through local distribution centers.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Carrier is subject to various registration and licensing requirements in the states and local jurisdictions where it does business and has hundreds of licenses in place in the United States, and Canada.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>The OptiClean™ Dual-Mode Air Scrubber & Negative Air Machine, Carrier's pioneering solution to help provide healthier indoor air, has been crowned Air Conditioning Innovation of the Year in the RAC Cooling Industry Awards, one of the UK's top building technology awards.</p> <p>The recognition follows the OptiClean unit being named one of TIME's 100 Best Inventions of 2020. The product, currently available in North America and Asia, is expected to launch in Europe this year. Carrier is part of Carrier Global Corporation (NYSE: CARR), a leading global provider of healthy, safe and sustainable building and cold chain solutions.</p> <p>As an air scrubber, the OptiClean unit can improve the indoor air quality of classrooms, restaurants, dental offices, commercial buildings and more, by pulling in air, scrubbing it using a HEPA filter, and then exhausting cleaner air back into the room. It has a footprint of less than three square feet and can plug into a standard wall outlet.</p>
19	What percentage of your sales are to the governmental sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less than 1% of those sales were recognized from the government sector.
20	What percentage of your sales are to the education sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less than 1% of those sales were recognized from the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
County of Passaic	Steve Orsini	201-937-2576
Mount Olive Board of Education	Glenn Miller	973 691-4008 x8505
Rutgers University	Glen Vliet	848 445-3714

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Houston Independent School District	Education	Texas - TX	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
Redondo Beach School District	Education	California - CA	HVAC capital chiller installations and retrofits, to include boilers, air handlers, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
BIRMINGHAM BOARD OF EDUCATION	Education	Alabama - AL	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
Elk Grove School District	Education	California - CA	Supply HVAC equipment, perform startup, and warranty repairs.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.
University of Central Florida	Education	Florida - FL	HVAC capital chiller installations and retrofits, to include boilers, roof top units, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	In North America, Carrier Commercial Service is geographically managed through the Service Center of Excellence, in Charlotte, NC. This centralized location works with 99 field offices that cover the entire continental United States, Hawaii, and Canada.	*
26	Dealer network or other distribution methods.	Carrier has both company owned direct sales offices, independent distributors and joint venture distributors. In May 1999 Carrier and Watsco, Inc. formed a joint venture to distribute Carrier, Bryant, Payne equipment and Totaline parts. The new name for this distribution network is Carrier Enterprises. These distributors were previously owned 100% by Carrier.	*
27	Service force.	Commercial Service employs over 2,000 management, professional, clerical personnel, service technicians and technical engineers. We have over 30 million man-hours of service experience. Service technicians belong to local pipefitters unions (optional in right-to-work states), which are part of the United Association of Plumbers and Steamfitters.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you partner with Carrier, you will work with a single source, dedicated Service Account Team that will provide 360 degrees of comprehensive solutions. Carrier will work with our client to develop a smart, effective and customized plan, designed to deliver the most value for the equipment and facility. Service options are matched to your required level of coverage; from inspections and annual maintenance, to planned and full maintenance options. When it comes to predictive maintenance services, Carrier is proactive, keeping your equipment at its operating peak performance. In-depth analysis, with our proprietary diagnostic tools, increases reliability and minimizes downtime. Carrier Commercial Service will notify you of any potential issues long before you realize there is a problem. In the event of an emergency outage, Carrier's response time to "tech on site" is typically 4 hours. For routine calls, the response time is generally 8 hours.	*
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Carrier Corporation is a proud incumbent provider to Sourcewell. Carrier will continue to respond to requests from current, and prospective, members of the Sourcewell program.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Carrier Commercial Service in Canada currently provides services to governmental facilities. Our Canada team will respond accordingly to all requests for Sourcewell services.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Carrier has over 900 dispatch points operating out of 99 service offices in the US and Canada. Carrier Commercial Service provides services to all regions of the US, except Alaska.	*
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Carrier can, and will, service all sectors throughout the US and Canada (except Alaska) via the Sourcewell program.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Carrier Commercial Service provides services to all regions of the US and Canada, to include Hawaii. Carrier does not service Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Carrier sends quarterly and annual email correspondence to customers associated with these markets. In addition to our email marketing campaign, Carrier annually attends and participates in the NIGP Forum and trade show. Carrier looks forward to partnering with Sourcewell in a strategic relationship at the show. Examples of Carrier's marketing materials for market solutions may be found at www.carrier.com . Included with the submission package is Carrier Strategic Accounts Marketing brochure.	*
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Carrier's web site www.carrier.com is an effective platform for communicating our offerings to the general public, and prospective clients alike. The site allows us to showcase products and services, sustainable building solutions, and newly developed innovations. Carrier is also active in LinkedIn and Twitter, as a means of communicating current news, and during times of emergency, to alert our customers of our temporary solutions for heating, cooling and power supply.	*
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Carrier will encourage Sourcewell to facilitate introductions on behalf of Carrier with parties that represent a match to our service offerings. The master services agreement will be introduced to the national sales team during the award rollout, and will be accessible to all service personnel on our internal, National Accounts web site.	*
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	N/A	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At the customers option, Carrier may provide equipment operation training at the customer's facility. This training generally lasts several hours in duration, and encompasses unit operation, weekly routine operations checks, and minor troubleshooting. In addition, the customer may attend factory training at the Service Center of Excellence in Charlotte, N.C.	+
39	Describe any technological advances that your proposed products or services offer.	Carrier® SMART Service is a dynamic, proactive strategy for enhanced equipment and system management. Through the identification and analysis of chiller and system operating trends, more informed decisions can now be made relative to meeting comfort demands, implementing service, maintenance or repair events and improving a building's financial performance. The benefits include insight into chiller operation and trends, early indication of equipment problems, maximum operating efficiency, mitigating risks by identifying and correcting minor problems before they lead to expensive repairs.	+
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	One of the U.S. Government's testing agencies recently found that Carrier's variable-speed screw chiller consumed less energy and offered a greater range of operating conditions than alternative water-cooled chiller technology. Overseen by the General Services Administration, the Green Proving Ground program appointed Oak Ridge National Laboratory to perform real-world testing of two chillers: one with variable-speed screw technology and the other with maglev centrifugal technology. The findings showed variable-speed screw technology, like that in Carrier's AquaEdge® 23XRV water-cooled chiller, was more efficient, more versatile and required less maintenance than the maglev centrifugal and at a lower installed cost. When compared across a broad range of operating conditions, the variable-speed screw chiller consumed 11 percent less energy than the maglev centrifugal chiller. Based on the data, the variable-speed screw chiller also has an equipment price that is more than 30 percent lower than the maglev centrifugal chiller with the same cooling capacity.	+
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With Weather Series Rooftop Units featuring EcoBlue™ Technology, Carrier is proving that not all rooftops are created equal. EcoBlue™ Technology includes a more compact vane axial fan, which is an industry first for packaged rooftop units, along with a simplified design that helps lower installation and maintenance costs. Turn to the experts today to learn more and see how we've put a whole new spin on rooftops. Silver award winner of Consulting - Specifying Engineer 2019 Product of the Year.	+
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Carrier is a publicly traded, fortune 500 corporation and is not minority owned.	+
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	When you partner with Carrier, you'll work with recognized HVAC professionals – all with a clear focus on the importance of every aspect of your investment. Our technicians are certified as Carrier Specialists or Masters - each trained on our products, customer service and thoroughly tested to our standards. Carrier's Tech360 Certification Program is the most progressive learning program in the industry. As Carrier's own servicing entity, we have access to the latest engineering advancements and the most advanced technical servicing tools. Our expansive OEM service network has strategically-located offices in the United States and Canada. Translation: we'll be there whenever you need us... 24/7/365. Environmental Health and Safety (EH&S) is rooted in our culture. We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translate to safety on your jobsite. Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices.	+

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
44	Do your warranties cover all products, parts, and labor?	Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.	+
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	+
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	+
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No	+
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Carrier will warranty products per the manufacturer's guidelines.	+
49	What are your proposed exchange and return programs and policies?	No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.	+
50	Describe any service contract options for the items included in your proposal.	Carrier offers its customers long-term service agreements providing them with knowledge on new cost-saving and environmental technologies, preventive maintenance, and recommendations on current controls systems. In addition, Carrier has a unique remote diagnostic monitoring tool that can detect potential service problems before they occur. Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts	+

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
51	Describe any performance standards or guarantees that apply to your services	<p>Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.</p>
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Quality Assurance of Products & Services</p> <p>In early 1990, Carrier's Service Marketing Division developed a process for Service Product Design and Implementation. Once a concept is established, it progresses through a feasibility study, where customers are consulted via focus groups or questionnaires. If management approval is obtained, a multi-functional team selected from marketing and operations is formed to undertake the project.</p> <p>Consequently, field training must take place for the proper delivery of the service product. This can be a concurrent activity with the technical training that must accompany each product. Training sessions are held at the region or district offices, with all office personnel involved. This includes the clerical people who administer the product, the engineers who may be called upon to install the product, the managers who manage the product's introduction, and the technicians who are involved in product installation and delivery.</p> <p>In product introduction, the project manager meets with quality review teams and suppliers to assure that the final product meets the initial goals for the product. Once the product is field implemented, the Customer Service Report (CSR) provides the means to communicate product deficiencies. Service marketing compiles the data via statistical analysis and the information is passed on to the appropriate suppliers.</p> <p>What service was sold versus what service was performed is a key indicator in the service business. Method of documentation of this indicator includes a computerized scheduling system, and the Customer Service Report (CSR) time tickets.</p> <p>The Customer Service Report (CSR), is a critical document for conformity. The CSR consists of several sections. The equipment information, model and serial numbers are recorded to identify the machine. A task code is used to identify the work done. Additionally, operating log readings are taken to verify the proper operation of the machine within design conditions. Calculations are done by the mechanic to confirm that operation is within the design specifications. Space on the form is dedicated to parts used, written description of work done and abnormalities discovered by the servicing mechanic. Finally, after all service is performed, customer signatures are obtained to verify that the work was done to the customer's satisfaction.</p> <p>The service performance key indicators are measured monthly by management. If any discrepancies are noted, the next level of management meets with the entity, determines the root cause of the existing performance as a comparison to plan and develop action plans to rectify the situation. These action plans detail specific areas of concern, outlining actions to be taken, timing, and responsibilities. Monthly follow-ups are conducted and actual results compared to planned results. Further corrective actions are taken as required.</p> <p>For product hardware, statistics and data compiled by the CSR Report feedback process determines product deficiencies. Its purpose is to allow the mechanic to receive technical assistance during startup, to give feedback to engineering on problems encountered with the unit. This information is shared with the components supplier and action items implemented to correct the situation. Management makes a required vendor visit to assure that the proper actions are implemented.</p> <p>In a distributed technical organization, there is the need to communicate service instructions across the nation. The principle vehicles for these transfers of information are the Service Bulletin and Equipment Technical Manuals.</p> <p>The need to generate technical bulletins is created by the input received from the field service organization through Customer Service Report (CSR) documents which are reviewed by U.S Field Operations (USFO) customer assurance personnel and field requests for assistance.</p> <p>Carrier uses both formal and informal approaches to assess the quality of its systems, processes, practices, products and services. Formally, Carrier Systems and Services assess the quality of the above with measurements. Some of the measurements include yearly audits (i.e., policies, procedures, purchasing, signature authority, safety), product failure rates on a monthly basis, service agreement cancellations, customer surveys (customer satisfaction index), and customer complaints.</p> <p>There are Product Management Councils set up to monitor, review and take action for specific products. Examples are the chiller, airside products, and controls products quality councils which meet on a quarterly basis or as required.</p> <p>Carrier is committed to delivering a quality product or service at an appropriate price. We have or are implementing processes that allow us to measure the quality of our current offerings, assess opportunities for improvement and implement changes, when needed, to improve our quality or modify our products to meet new customer requirements.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods?	Net 30. Payment is accepted via check, credit card, or wire.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
55	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Rather than utilize a dealer network, Carrier Corp directly employs its sales and service force. As a Sourcewell incumbent, Carrier has successfully provided quarterly reports since 2017.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Carrier has created a pricing template which details contract labor rates, material markups, and equipment discounts from master pricing. This document is distributed to our field upon contract award, and stored on a shared drive for all company employees to access. Template uploaded to this RFP as a reference.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, and at no additional costs.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See attached pricing template.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	See attached pricing template.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	None.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced Parts are generally marked up using a pre-negotiated Mark up schedule. See attached pricing template for rates.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Trip charges and consumable charges apply to every visit.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery. Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as above.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Any unique requirements will be discussed on a customer by customer basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Carrier Corporation utilizes a pricing tool that can be pre-loaded with Sourcewell's pre-negotiated rates, and markups. This ensures that users are compliant while creating competitive bids for Sourcewell members. A National Account Manager will review all bids prior to submission to ensure consistency, and correctness.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The Carrier National Account Manager will use two tools to track the Sourcewell contract usage. One is a tracking list maintained by the National Account Manager, and the equipment team. The second resides in our service-sales software, which will track and report quoted or sold jobs throughout the life of the contract.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Heating, ventilation, air-conditioning and refrigeration systems, controls, services, and sustainable solutions for commercial, industrial, and transportation applications.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Parts sales, new equipment factory startup, turnkey product installations, upgrades, indoor air quality solutions.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Carrier offers a full line of products and solutions for building occupants' comfort, health, and well being, and industrial cooling. This includes new equipment, parts, labor, warranty, and turnkey installations.
73	Sensors, controls, thermostats, gauges, and system automation or management products and technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	Carrier sells a full line of OEM replacement components, and can source parts from all other HVAC manufacturers as well.
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

[Pricing - Sourcwell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx](#) - Wednesday June 30, 2021 15:03:46

[Financial Strength and Stability - Carrier-2020-Annual-Report.pdf](#) - Monday June 21, 2021 10:32:55

[Marketing Plan/Samples - Strategic Accounts Overview.pdf](#) - Monday June 28, 2021 09:17:40

[WMBE/MBE/SBE or Related Certificates \(optional\)](#)

[Warranty Information - Carrier Warranty and Terms.pdf](#) - Monday June 21, 2021 10:33:20

[Standard Transaction Document Samples - Sourcwell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx](#) - Wednesday June 30, 2021 15:04:38

[Upload Additional Document - RFP_070121_HVAC_Systems_Services_Contract_Template Sourcwell redline for Carrier 5.25.2021.docx](#) - Monday June 21, 2021 10:33:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Alex Relf, Strategic Account Manager, Carrier Global Corp

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 4 HVAC Systems Services RFP 070121 Tue June 22 2021 04:10 PM	<input checked="" type="checkbox"/>	1
Addendum 3 HVAC Systems Services RFP 070121 Wed May 26 2021 04:55 PM	<input checked="" type="checkbox"/>	1
Addendum 2 HVAC Systems Services RFP 070121 Tue May 18 2021 03:45 PM	<input checked="" type="checkbox"/>	1
Addendum 1 HVAC Systems Services RFP 070121 Mon May 17 2021 01:50 PM	<input checked="" type="checkbox"/>	1

AMENDMENT #1
TO
CONTRACT #070121-CAR

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Carrier Global Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide HVAC Systems and Related Services, effective October 7, 2021, through August 12, 2025 (Contract).

Supplier requested that its name be modified from the name of its holding company to its North American operating company "Carrier Corporation."

All references to "Carrier Global Corporation" in Contract #070121-CAR will be stricken and replaced with "Carrier Corporation."

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 4/15/2022 | 6:24 AM CDT

Carrier Global Corporation

By: Will Langston
Will Langston, Assistant Secretary

Date: April 19, 2022

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 4/15/2022 | 6:46 AM CDT

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 23, 2023

SUBJECT: SUPPLEMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONTRACT EXTENSION WITH TOWNSEND PUBLIC AFFAIRS, INC. TO PROVIDE LEGISLATIVE ADVOCACY AND GRANT WRITING SERVICES

REPORT IN BRIEF:

Requested is the authorization to allow the City Manager to enter into a Supplement to Professional Services Agreement with Townsend Public Affairs to provide legislative advocacy and grant writing services in an amount not to exceed \$48,000 for Fiscal Year (FY) 2023-24.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve the supplement to professional services agreement for Townsend Public Affairs, Inc.; and
3. Authorize the City Manager to bind the City of Stanton and Townsend Public Affairs, Inc. in a contract to provide advocacy and grant writing services to the City of Stanton.

ANALYSIS/JUSTIFICATION:

Townsend Public Affairs, Inc. is a lobbying and grant writing firm that provides local, regional, state, and federal advocacy services. The company has over 20 years of experience and specializes in local governance, water and sanitation policy and infrastructure, transportation policy and infrastructure, education and facilities, parks

and community facilities, natural resources and energy, housing and economic development, and public safety. In terms of funding success, over \$1 billion in local, state, federal, nonprofit, and private grants have been awarded to grant applications developed by Townsend Public Affairs, Inc. ("Townsend").

The intent of the contract is to leverage Townsend's contacts and resources to achieve the goals and implementation items identified in the City's Strategic Plan, apply for specialized grant funding, and continue to provide timely bill analysis, letters of support or opposition, and advocacy letters.

FISCAL IMPACT:

The FY 2023-24 proposed Operating Budget includes \$48,000 in Account No. 101-1300-608105 for professional services.

ENVIRONMENTAL IMPACT:

This item is not subject to the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

STRATEGIC PLAN OBJECTIVES ADDRESSED:

- Obj. No. 2: Promote a strong local economy.
- Obj. No. 3: Promote a quality infrastructure.
- Obj. No. 4: Ensure fiscal stability and efficiency in governance.

Prepared by: Patricia A. Vazquez, City Clerk

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

- A. Supplement to Professional Services Agreement with Townsend Public Affairs, Inc.

**SUPPLEMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR
LEGISLATIVE ADVOCACY AND GRANT WRITING**

THIS SUPPLEMENT TO PROFESSIONAL SERVICES AGREEMENT FOR LEGISLATIVE ADVOCACY AND GRANT WRITING ("Supplement") is made and entered into this 1st day of July 2023 by and between the City of Stanton, a municipal organization ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant").

R E C I T A L S

- A. Client and Consultant have entered into that certain Professional Services Agreement dated as of June 25, 2019 ("Contract").
- B. The parties to this Supplement desire to change the term of the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto supplement and amend the Contract as hereinafter set forth.

- 1. The term is extended from July 1, 2023 to June 30, 2024.
- 2. All other terms and conditions of the Contract, except as set forth herein, including without limitation the Fee Schedule set forth in Exhibit "A" of the Contract, shall remain in full force and effect.

WHEREFORE, this Supplement is executed by the parties as of the date set forth above.

CLIENT: CITY OF STANTON
a municipal organization

By: _____
Hannah Shin-Heydorn
City Manager

CONSULTANT: TOWNSEND PUBLIC AFFAIRS, INC.
a California corporation

By: _____
Christopher Townsend
President and Secretary

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 23, 2023

SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP AND EMERGENCY SOLUTIONS GRANT PROGRAMS COOPERATION AGREEMENT – AMENDMENT NO. SIX

REPORT IN BRIEF:

The Housing and Community Development Act of 1974 requires cities with a population under 50,000 to enter into a cooperation agreement with counties or the State in order to be part of the Urban County Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), Emergency Solutions Grant Program (ESG) and any subsequent United States Department of Housing and Urban Development Program (HUD), which may become available to the counties to be used for eligible housing and community development activities. Approval of Resolution No. 2023-11 would extend the life of the existing Cooperative Agreement. The current Agreement (Amendment No. Five to the Cooperation Agreement) covers Fiscal Years (FY) 2021-2022 and 2022-2023.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve Resolution No. 2023-11 approving Amendment No. Six to the City's Cooperation Agreement with the County of Orange entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING AND ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP AND EMERGENCY SOLUTIONS GRANT PROGRAMS COOPERATION AGREEMENT AMENDMENT NO. SIX"; and

3. Authorize the City Manager to execute Amendment No. Six to the City's Cooperation Agreement with the County of Orange on behalf of the City.

ANALYSIS/JUSTIFICATION:

The City participates in the Urban County CDBG, HOME, ESG and HUD programs per an existing Agreement between the City and the County of Orange. The programs are available through the Housing and Community Development Act of 1974. The Act requires cities with populations of less than 50,000 to enter into a cooperative agreement with counties or the State in order for cities to be part of the Urban County CDBG, HOME, ESG and HUD programs.

Attached for reference is a copy of the:

- Original Cooperative Agreement (valid for FY 2006-2007 through 2008-2009);
- Amendment No. One (valid for FY 2009-2010 through 2011-2012);
- Amendment No. Two (valid for FY 2012-2013 through 2014-2015);
- Amendment No. Three (valid for FY 2015-2016 through 2017-2018);
- Amendment No. Four (valid for FY 2018-2019 through 2020-2021);
- Amendment No. Five (valid for FY 2021-2022 through 2023-2024).

The current Cooperative Agreement allows for an automatic three-year extension if agreed to by the City and County of Orange. However, in order to formalize participation in the program, the County is requesting that each of the participating cities sign an amendment, which would extend the life of the Cooperative Agreement through FY 2026-2027.

FISCAL IMPACT:

In order for the City to continue participation in the Urban County Programs for FY 2024-2025 through 2026-2027, it is necessary to extend the existing Cooperative Agreement with the County of Orange. Amendment No. Six would allow for continued County of Orange administration of the CDBG, HOME, ESG and HUD programs with the same level of service received in prior years.

ENVIRONMENTAL IMPACT:

This item is not subject to the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

STRATEGIC PLAN OBJECTIVES ADDRESSED:

Obj. No. 2: Promote a strong local economy.

Obj. No. 3: Promote a quality infrastructure.

Obj. No. 4: Ensure fiscal stability and efficiency in governance.

Prepared by: Patricia A. Vazquez, City Clerk

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

- A. Resolution No. 2023-11
- B. Amendment Six to Cooperative Agreement
(valid for FY 2024-2025 through 2026-2027)
- C. Amendment Five to Cooperative Agreement
(valid for FY 2021-2022 through 2023-2024)
- D. Amendment Four to Cooperative Agreement
(valid for FY 2018-2019 through 2020-2021)
- E. Amendment Three to Cooperative Agreement
(valid for FY 2015-2016 through 2017-2018)
- F. Amendment Two to Cooperative Agreement
(valid for FY 2012-2013 through 2014-2015)
- G. Amendment One to Cooperative Agreement
(valid for FY 2009-2010 through 2011-2012)
- H. Cooperative Agreement
(valid for FY 2006-2007 through 2008-2009)

RESOLUTION NO. 2023-11**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING AND ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP AND EMERGENCY SOLUTIONS GRANT PROGRAMS COOPERATION AGREEMENT AMENDMENT NO. SIX**

WHEREAS, the County of Orange, a political subdivision of the State of California, ("County") and CITY OF STANTON, a municipal corporation, ("City"), executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005, relating to Community Development Block Grants (CDBG), HOME Investment partnership (HOME) and Emergency Solutions Grant programs (ESG); and

WHEREAS, the original Agreement has been previously amended five times, with Amendment One (valid for fiscal years 2009-2010 through 2011-2012), Amendment Two (valid for fiscal years 2012-2013 through 2014-2015), Amendment Three (valid for fiscal years 2015-2016 through 2017-2018), Amendment Four (valid for fiscal years 2018-2019 through 2020-2021), and Amendment Five (valid for fiscal years 2021-2022 through 2023-2024); and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD 14-07 allows "automatic" renewals for up to three years provided that County sends a letter to City notifying it that the original Agreement will be renewed, and unless City notifies County that it wishes to terminate the agreement and a copy of such a letter is provide to HUD; and

WHEREAS, County sent City a letter notifying City of such renewal on May 16, 2023; and

WHEREAS, City did not advise County that it wished to terminate the original Agreement with County; and

WHEREAS, the Parties desire to further amend the original Agreement at this time in the manner as set forth in Amendment Number Six (hereinafter "Amendment Six"), attached hereto as Exhibit A, to be effective as of July 1, 2024.

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

SECTION 1: The City Council finds that this project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where is 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. The City Clerk shall be the custodian of record for the documentation supporting this action.

SECTION 2: The Council approves Amendment Number Six as set out in full in Exhibit A hereto, and directs the City Manager to execute the amendment and take the necessary steps to implement and carry out the terms of the agreement as amended.

SECTION 3: The City Clerk shall certify as to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 23rd day of May, 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. 2023-11 has been duly signed by the Mayor and attested by the City Clerk, all at a special meeting of the Stanton City Council, held on May 23, 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

**AMENDMENT SIX TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF _____**

This Amendment Number SIX (hereinafter "Amendment SIX") is made and entered into by the County of Orange, a political subdivision of the State of California, ("COUNTY") and CITY OF _____, a municipal corporation, ("CITY"), UEI Number _____ which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2024, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, COUNTY and CITY executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter, as amended, "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment ONE, effective as of July 16, 2008; and

WHEREAS, the Original Agreement was amended by Amendment TWO, effective as of July 1, 2012; and

WHEREAS, the Original Agreement was amended by Amendment THREE, effective as of July 1, 2015; and

WHEREAS, the Original Agreement was amended by Amendment FOUR, effective as of July 1, 2018; and

WHEREAS, the Original Agreement was amended by Amendment FIVE, effective as of July 1, 2021; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-23-02 allows "automatic" renewals for up to three years provided that COUNTY sends a letter to CITY notifying it that the Original Agreement will be renewed unless CITY notifies COUNTY that it wishes to terminate the agreement and a copy of such a letter is provided to HUD; and

WHEREAS, COUNTY sent CITY a letter notifying CITY of such renewal on May 2, 2023; and

WHEREAS, CITY did not advise COUNTY that it wished to terminate the Original Agreement with County; and

WHEREAS, the Parties agree to further amend the Original Agreement at this time in the manner set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:

I. Modifications to the Original Agreement

1. Section 2 of the Original Agreement is amended in its entirety as follows:

"COUNTY shall have the authority to carry out activities, which will be funded from annual Community Development Block Grant (CDBG), Home Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Program funds appropriated for Fiscal Years 2024-2025, 2025-2026 and 2026-2027 and from any program income generated from the expenditure of such funds."

2. Section 9 of the Original Agreement shall read as amended in its entirety as follows:

"This Agreement shall cover Fiscal Years 2024-2025, 2025-2026 and 2026-2027, respectively of CDBG, HOME and ESG program applications, including any subsequent Supplemental sources (Paragraph 23 of the Agreement). In no event shall this agreement be terminated by either Party before June 30, 2027, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

This Agreement remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewal) are expended and the funded activities completed, and the COUNTY and CITY cannot terminate or withdraw from this Agreement while it remains in effect."

3. Section 10 shall be added to Agreement to read:

"In accordance with HUD Notice CPD 23-03, and subsequent CPD Notices, this Agreement will be automatically extended for an additional 3 (three) year period (July 1, 2024 to June 30, 2027) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period. A copy of the notice must be sent to HUD Field Office. COUNTY shall notify CITY in writing of its right not to participate any longer than the date specified in HUD's Urban County Qualification Notice for the next qualification period."

4. Section 11 of the Original Agreement is amended to read:

"CITY and COUNTY agree to adopt amendments (s) to this Agreement as may be required by HUD to meet any new Urban County Qualification

requirement(s) subsequent to June 30, 2024 and to submit such amendments to HUD. The COUNTY will notify CITY of its right to terminate its participation in the program based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any such amendment, this automatic renewal provision herein will be void."

5. Section 14 of the Original Agreement is amended to add subsection (d) as follows:

"d. May receive a formula allocation under the ESG Program only through the Urban County."

6. Section 24 of the Original Agreement is amended to read:

"CITY may void this Agreement only if it submits to COUNTY on or before July 21, 2023 the notification from HUD that CITY has qualified as a "Metropolitan City" or an "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2024-25, 2025-2026, and 2026-2027. Upon such notification by HUD, CITY also must submit to COUNTY and HUD written notification of its decision to either remain in the Urban County Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity."

II. Additional Agreements

1. The COUNTY and the CITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
2. The COUNTY and the CITY shall take all actions necessary to assure compliance with the COUNTY'S certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing as required under See 24 CFR 91.225(a) and 5.105(a). The Parties shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws. The Parties agree that no urban county funding will be used for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with the COUNTY'S fair housing certification. The Parties acknowledge and agree that noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban 14 county) that

can, in turn, provide cause for funding sanctions or other remedial actions by the Department.

3. The CITY, and all other applicable units of general local government, may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

All other provisions of the Original Agreement, as amended, a copy of which is attached hereto as Exhibit A and incorporated by this reference, to the extent they are not inconsistent with this Amendment SIX, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment SIX to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Amendment SIX to be executed by the Director of the Orange County Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

ATTEST:

City of _____, a municipal
Corporation in the State of California

By: _____

Name:

Title: City Manager

Date: _____

By: _____

Name:

Title: City Clerk

Date: _____

ORIGINAL

**AMENDMENT FIVE TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF STANTON**

This Amendment Number FIVE (hereinafter "Amendment FIVE") is made and entered into by the County of Orange, a political subdivision of the State of California, ("COUNTY") and CITY OF STANTON, a municipal corporation, ("CITY"), DUNS Number 096892401 which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2021, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, COUNTY and CITY executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter, as amended, "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment ONE, effective as of July 16, 2008; and

WHEREAS, the Original Agreement was amended by Amendment TWO, effective as of July 1, 2012; and

WHEREAS, the Original Agreement was amended by Amendment THREE, effective as of July 1, 2015; and

WHEREAS, the Original Agreement was amended by Amendment FOUR, effective as of July 1, 2018; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-20-03 allows "automatic" renewals for up to three years provided that COUNTY sends a letter to CITY notifying it that the Original Agreement will be renewed unless CITY notifies COUNTY that it wishes to terminate the agreement and a copy of such a letter is provided to HUD; and

WHEREAS, COUNTY sent CITY a letter notifying CITY of such renewal on April 17, 2020; and

WHEREAS, CITY did not advise COUNTY that it wished to terminate the Original Agreement with County; and

WHEREAS, the Parties agree to further amend the Original Agreement at this time in the manner set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:



I. Modifications to the Original Agreement

1. Section 2 of the Original Agreement is amended in its entirety as follows:

"COUNTY shall have the authority to carry out activities, which will be funded from annual Community Development Block Grant (CDBG), Home Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Program funds appropriated for Fiscal Years 2021-2022, 2022-2023 and 2023-2024 and from any program income generated from the expenditure of such funds."

2. Section 6 of the Original Agreement shall be amended to add subsection (c.) as follows:

"c. A policy to undertake or assist in undertaking, community renewal and lower-income housing assistance activities."

3. Section 9 of the Original Agreement shall read as amended in its entirety as follows:

"This Agreement shall cover Fiscal Years 2021-2022, 2022-2023 and 2023-2024, respectively of CDBG, HOME and ESG program applications, including any subsequent Supplemental sources (Paragraph 23 of the Agreement). In no event shall this agreement be terminated by either Party before June 30, 2024, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

This Agreement remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewal) are expended and the funded activities completed, and the COUNTY and CITY cannot terminate or withdraw from this Agreement while it remains in effect."

4. Section 10 shall be added to Agreement to read:

"In accordance with HUD Notice CPD 20-03, and subsequent CPD Notices, this Agreement will be automatically extended for an additional 3 (three) year period (July 1, 2024 to June 30, 2027) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period. A copy of the notice must be sent to HUD Field Office. COUNTY shall notify CITY in writing of its right not to participate any longer than the date specified in HUD's Urban County Qualification Notice for the next qualification period."

5. Section 11 of the Original Agreement is amended to read:



"CITY and COUNTY agree to adopt amendments (s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June 30, 2021 and to submit such amendments to HUD. The COUNTY will notify CITY of its right to terminate its participation in the program based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any such amendment, this automatic renewal provision herein will be void."

6. Section 14 of the Original Agreement is amended to add subsection (d) as follows:

"d. May receive a formula allocation under the ESG Program only through the Urban County."

7. Section 24 of the Original Agreement is amended to read:

"CITY may void this Agreement only if it submits to COUNTY on or before June 2020 the notification from HUD that CITY has qualified as a "Metropolitan City" or an "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2021-22, 2022-2023, and 2023-2024. Upon such notification by HUD, CITY also must submit to COUNTY and HUD written notification of its decision to either remain in the Urban County Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity."

II. Additional Agreements

1. The COUNTY and the CITY agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
2. The COUNTY and the CITY shall take all actions necessary to assure compliance with the COUNTY'S certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing as required under See 24 CFR 91.225(a) and 5.105(a). The Parties shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws. The Parties agree that no urban county funding will be used for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with the COUNTY'S fair housing certification. The Parties acknowledge and agree that noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban 14 county) that



can, in turn, provide cause for funding sanctions or other remedial actions by the Department.

3. The CITY, and all other applicable units of general local government, may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
4. All other provisions of the Original Agreement, as amended, a copy of which is attached hereto as Exhibit A and incorporated by this reference, to the extent they are not inconsistent with this Amendment FIVE, remain unchanged and in full force and effect.



Attachment J
ORIGINAL

IN WITNESS WHEREOF, CITY has caused this Amendment FIVE to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Amendment FIVE to be executed by the Director of the Orange County Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

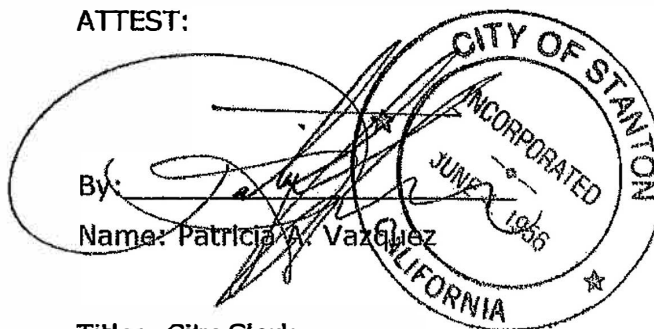
City of Stanton, a municipal
Corporation in the State of California

By: [Signature]
Name: Jarad L. Hildenbrand

Title: City Manager

Date: 5.27.2020

ATTEST:



By: [Signature]
Name: Patricia A. Vazquez

Title: City Clerk

Date: May 27, 2020

COUNTY OF ORANGE, a political
subdivision of the State of California

DS
CP

By: Julia Bidwell

Dylan Wright, Director

Orange County Community Resources

Date: 8/6/2020



Date: 6/25/2020

ORIGINAL

**MODIFIED AMENDMENT FOUR TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF STANTON**

This Amendment Number FOUR (hereinafter "Amendment FOUR") is made and entered into by the County of Orange, a political subdivision of the State of California, ("COUNTY") and CITY OF STANTON, a municipal corporation, ("CITY"), DUNS Number 096892401 which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2018, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, COUNTY and CITY executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment ONE, effective as of July 16, 2008; and

WHEREAS, the Original Agreement was amended by Amendment TWO, effective as of July 1 2012; and

WHEREAS, the Original Agreement was amended by Amendment THREE, effective as of July 1, 2015; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-14-07 allows "automatic" renewals for up to three years provided that COUNTY sends a letter to CITY notifying it that the Original Agreement will be renewed unless CITY notifies COUNTY that it wishes to terminate the agreement and a copy of such a letter is provided to HUD; and

WHEREAS, COUNTY sent CITY a letter notifying CITY of such renewal on February 2, 2017; and

WHEREAS, CITY did not advise COUNTY that it wished to terminate the Original Agreement with County; and

WHEREAS, the Parties desire to further amend the Original Agreement at this time in the manner set forth herein.

NOW, THEREFORE, the Parties hereby agree to the following modifications to the Original Agreement:

1. Section 2 of the Original Agreement is amended in its entirety as follows:



"COUNTY shall have the authority to carry out activities, which will be funded from annual Community Development Block Grant (CDBG), Home Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Program funds appropriated for Federal Fiscal Years 2018-2019, 2019-2020 and 2020-2021 and from any program income generated from the expenditure of such funds."

2. Section 6 of the Original Agreement shall be amended to add subsection (c.) as follows:

"c. A policy to undertake or assist in undertaking, community renewal and lower-income housing assistance activities."

3. Section 9 of the Original Agreement shall read as amended in its entirety as follows:

This Agreement shall cover Fiscal Years 2018-2019, 2019-2020 and 2020-2021, respectively of CDBG, HOME and ESG program applications, including any subsequent Supplemental sources (Paragraph 23 of the Agreement). In no event shall this agreement be terminated by either Party before June 30, 2021, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

4. Section 10 shall be added to Agreement to read:

"In accordance with HUD Notice CPD 14-07, and subsequent CPD Notices, this Agreement will be automatically extended for an additional 3 (three) year period (July 1, 2021 to June 30, 2024) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period. COUNTY shall notify CITY in writing of its right not to participate any longer than the date specified in HUD's Urban County Qualification Notice for the next qualification period."

5. Section 11. Of the Original Agreement is amended to read:

"CITY and COUNTY agree to adopt amendments (s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June 30, 2020. The COUNTY will notify CITY of its right to terminate its participation in the program based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any such amendment, this automatic renewal provision herein will be void."

6. Section 24. Is amended to read:

"CITY may void this Agreement only if it submits to COUNTY on or before June 2017 the notification from HUD that CITY has qualified as a "Metropolitan City" or an "Entitlement City" prior to the completion of the



ORIGINAL

re-qualification process for Fiscal Years 2018-19, 2019-2020, and 2020-2021. Upon such notification by HUD, CITY also must submit to COUNTY and HUD written notification of its decision to either remain in the Urban County Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity."

7. Section 25 shall be added to the Agreement to read:

Per HUD Published Notice CPD-17-03, "A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

8. All other provisions of the Original Agreement, as amended, a copy of which is attached hereto as Exhibit A and incorporated by this reference, to the extent they are not inconsistent with this Agreement, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment FOUR to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Amendment FOUR to be executed by the Director of the Orange County Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

City of Stanton, a municipal
Corporation in the State of California

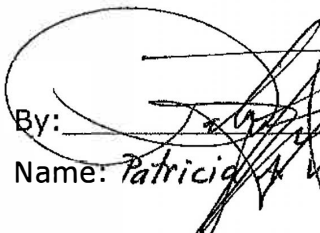
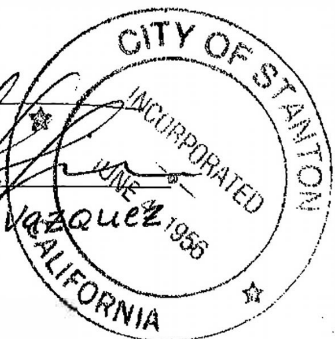
By: 

Name: James A. Box

Title: City Manager

Date: 09/11/2017

ATTEST:

By:  

Name: Patricia A. Vazquez

Title: City Clerk

Date: 09/11/2017



COUNTY OF ORANGE, a political
subdivision of the State of California

By: Julia Bridwell ^{CA} _{DN}
Dylan Wright, Director

Orange County Community Resources

Date: 9-19-17



ORIGINAL FORM CONTRACT

APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

"The terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County."

By: Carolyn S. Frost
Deputy County Counsel

Date: 09/14/17

RESOLUTION NO. 2017-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING AND ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIP AND EMERGENCY SOLUTIONS GRANT PROGRAMS COOPERATION AGREEMENT AMENDMENT NO. 4

WHEREAS, the County of Orange, a political subdivision of the State of California, ("County") and CITY OF STANTON, a municipal corporation, ("City"), executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005, relating to Community Development Block Grants (CDBG), HOME Investment partnership (HOME) and Emergency Solutions Grant programs (ESG); and

WHEREAS, the original Agreement has been previously amended three times, with Amendment One to the Agreement (valid for fiscal years 2009-2010 through 2011-2012), Amendment Two to the Agreement (valid for fiscal years 2012-2013 through 2014-2015), and Amendment Three (valid for fiscal years 2015-2016 through 2017-2018); and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD 14-07 allows "automatic" renewals for up to three years provided that County sends a letter to City notifying it that the original Agreement will be renewed, and unless City notifies County that it wishes to terminate the agreement and a copy of such a letter is provide to HUD; and

WHEREAS, County sent City a letter notifying City of such renewal on May 2, 2017; and

WHEREAS, City did not advise County that it wished to terminate the original Agreement with County; and

WHEREAS, the Parties desire to further amend the original Agreement at this time in the manner as set forth in Amendment Number Four (hereinafter "Amendment Four"), attached hereto as Exhibit A, to be effective as of July 1, 2018.

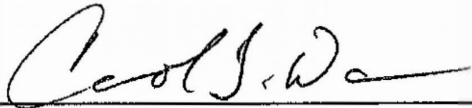
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The City Council finds that this project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where is 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. The City Clerk shall be the custodian of record for the documentation supporting this action.

SECTION 2: The Council approves Amendment Number Four as set out in full in Exhibit A hereto, and directs the City Manager and Community Development Director to execute the amendment and take the necessary steps to implement and carry out the terms of the agreement as amended.

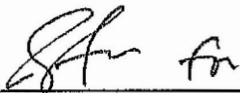
SECTION 3: The City Clerk shall certify as to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 16th day of May, 2017.



CAROL WARREN, MAYOR

APPROVED AS TO FORM:



MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

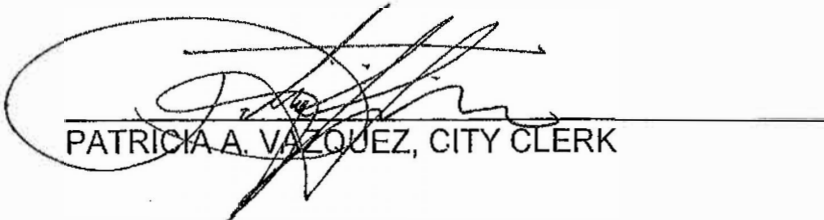
I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2017-13 has been duly signed by the Mayor and attested by the City Clerk, all at a special meeting of the Stanton City Council, held on May 16, 2017, and that the same was adopted, signed and approved by the following vote to wit:

AYES: Donahue, Ethans, Ramirez, Shawver, Warren

NOES: None

ABSENT: None

ABSTAIN: None



PATRICIA A. VAZQUEZ, CITY CLERK

**AMENDMENT THREE TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF STANTON**

This Amendment Number THREE (hereinafter "Amendment THREE") is made and entered into by the County of Orange, a political subdivision of the State of California, ("County") and CITY OF STANTON, a municipal corporation, ("City"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2015, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, County and City executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment One, effective as of July 16, 2008; and

WHEREAS, the Original Agreement was amended by Amendment TWO, effective as of July 1 2012; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-14-07 allows "automatic" renewals for up to three years provided that County sends a letter to City notifying it that the Original Agreement will be renewed unless City notifies County that it wishes to terminate the agreement and a copy of such a letter is provided to HUD;

WHEREAS, County sent City a letter notifying City of such renewal on February 25, 2014;

WHEREAS, City did not advise County that it wished to terminate the Original Agreement with County;

WHEREAS, the Parties desire to further amend the Original Agreement at this time in the manner set forth herein.

NOW, THEREFORE, the Parties hereby agree to the following modifications to the Original Agreement:

1. Section 2 of the Original Agreement is amended in its entirety as follows:

COUNTY shall have the authority to carry out activities, which will be funded from annual Community Development Block Grant (CDBG), Home

Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Program funds appropriated for Federal Fiscal Years 2015-2016, 2016-2017 and 2017-2018 and from any program income generated from the expenditure of such funds.

2. Section 6 of the Original Agreement shall be amended to add subsection (c.) as follows:
 - c. A policy to undertake or assist in undertaking, community renewal and lower-income housing assistance activities.
3. Section 9 of the Original Agreement shall read as amended in its entirety as follows:

This Agreement shall cover Fiscal Years 2015-2016, 2016-2017 and 2017-2018, respectively of CDBG, HOME and ESG program applications, including any subsequent Supplemental sources (Paragraph 23 of the Agreement). In no event shall this agreement be terminated by either party before June 30, 2018, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

4. Section 10 shall be added to Agreement to read:

In accordance with HUD Notice CPD 14-07, and subsequent CPD Notices, this Agreement will be automatically extended for an additional three (3) year period (July 1, 2018 to June 30, 2021) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period. COUNTY shall notify CITY in writing of its right not to participate any longer than the date specified in HUD's Urban County Qualification Notice for the next qualification period.

5. Section 11. Of the original Agreement is amended to read "CITY and COUNTY agree to adopt amendments (s) to this agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June 30, 2017. The COUNTY will notify CITY of its right to terminate its participation in the program based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any such amendment, this automatic renewal provision herein will be void"
6. Section 24. Is amended to read "City may void this agreement only if it submits to County on or before June 2014 the notification from HUD that City has qualified as a "Metropolitan City" or an "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2015-16, 2016-2017, and 2017-2018. Upon such notification by HUD, CITY also must submit to COUNTY and HUD written notification of its decision to either remain in the Urban County Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity.

7. All other provisions of the Original Agreement, as amended, a copy of which is attached hereto as Exhibit A and incorporated by this reference, to the extent they are not inconsistent with this Agreement, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment THREE to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Amendment THREE to be executed by the Director of the Orange County Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

ATTEST:

City of Stanton, a municipal
Corporation in the State of California

By: 

Name: James A. Box

Title: City Manager

Date: 06/11/2014

By: 

Name: Patricia A. Vazquez

Title: City Clerk

Date: 06/11/2014

COUNTY OF ORANGE, a political
subdivision of the State of California

By: 

Steve Franks, Director

Orange County Community Resources

Date: 7/24/14

////////////////////////////////////

ORIGINAL FORM CONTRACT

APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

"The terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County."

By: County Counsel

Date: 5/3/2014

**AMENDMENT TWO TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF STANTON (Small City)**

This Amendment Number TWO (hereinafter "Amendment TWO") is made and entered into by the County of Orange, a political subdivision of the State of California, ("County") and CITY OF STANTON, a municipal corporation, ("City"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 1, 2012, hereinafter referred to as "EFFECTIVE DATE".

WHEREAS, County and City executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005; and

WHEREAS, the Original Agreement was amended by Amendment One, effective as of July 16, 2008; and

WHEREAS, U.S. Department of Housing and Urban Development ("HUD") Notice CPD-11-02 allows "automatic" renewals for up to three years provided that County sends a letter to City notifying it that the Original Agreement will be renewed unless City notifies County that it wishes to terminate the agreement and a copy of such a letter is provide to HUD;

WHEREAS, County sent City a letter notifying City of such renewal on March 25, 2011;

WHEREAS, City did not advise County that it wished to terminate the Original Agreement with County;

WHEREAS, the Parties desire to further amend the Original Agreement at this time in the manner set forth herein.

NOW, THEREFORE, the Parties hereby agree to the following modifications to the Original Agreement:

1. Section 2 of the Original Agreement is amended in its entirety as follows:

COUNTY shall have the authority to carry out activities, which will be funded from annual Community Development Block Grant (CDBG), Home Investment Partnership (HOME) and Emergency Shelter Grant (ESG) Program funds appropriated for Federal Fiscal Years 2012-2013, 2013-2014 and 2014-2015 and from any program income generated from the expenditure of such funds.

2. Section 9 of the Original Agreement shall read as amended in its entirety as follows:

This Agreement shall cover Fiscal Years 2012-2013, 2013-2014 and 2014-2015, respectively of CDBG, HOME and ESG program applications, including any subsequent Supplemental sources (Paragraph 23 of the Agreement). In no event shall this agreement be terminated by either party before June 30, 2015, except as allowed in legislation enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and as permitted by HUD.

3. Section 10 shall be added to Agreement to read:

In accordance with HUD Notice CPD 11-02, and subsequent CPD Notices, this Agreement will be automatically extended for an additional three (3) year period (July 1, 2015 to June 30, 2018) unless COUNTY or CITY provides written notice that it elects not to participate in a new qualification period. COUNTY shall notify CITY in writing of its right not to participate any longer than the date specified in HUD's Urban County Qualification Notice for the next qualification period.

4. Section 11 of the original Agreement is amended to read "CITY and COUNTY agree to adopt amendments (s) to this agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June 30, 2014. The COUNTY will notify CITY of its right to terminate its participation in the program based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any such amendment, this automatic renewal provision herein will be void".
5. Section 24 is amended to read "City may void this agreement only if it submits to County on or before May 28, 2011 the notification from HUD that City has qualified as a "Metropolitan City" or an "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2012-13, 2013-2014, and 2014-2015. Upon such notification by HUD, CITY also must submit to COUNTY and HUD written notification of its decision to either remain in the Urban County Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity.
6. All other provisions of the Original Agreement, as amended, a copy of which is attached hereto as Exhibit A and incorporated by this reference, to the extent they are not inconsistent with this Agreement, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CITY has caused this Amendment TWO to be executed by its City Manager and attested by its City Clerk; COUNTY has caused this Amendment TWO to be executed by the Director of the Orange County Community Resources; each having been duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively.

ATTEST:

City of Stanton, a municipal
Corporation in the State of California
By: Carol Jacobs
Name: Carol Jacobs
Title: City manager
Date: 4/27/11

By: Brenda Green
Name: Brenda Green
Title: City Clerk
Date: 4/27/11

COUNTY OF ORANGE, a political
subdivision of the State of California
By: Steve Franks
Steve Franks, Director
Orange County Community Resources
Date: 7-12-11

////////////////////////////////////
ORIGINAL FORM CONTRACT

APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT:

"The terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County."

By: _____

Date: _____

**AMENDMENT ONE TO
COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ORANGE
AND
CITY OF STANTON**

This Amendment Number One (hereinafter "Amendment One") is made and entered into by the County of Orange, a political subdivision of the State of California, ("County") and CITY OF STANTON, a municipal corporation, ("City"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties", and is effective as of July 16, 2008, hereinafter referred to as "EFFECTIVE DATE"

WHEREAS, County and City executed that certain COOPERATION AGREEMENT "Small-City" (hereinafter "Original Agreement" or "Agreement") for commencement July 1, 2005, and

WHEREAS, U S Department of Housing and Urban Development ("HUD") Notice CPD-08-04 allows "automatic" renewals for up to three years provided that County sends a letter to City notifying it that the Original Agreement will be renewed unless City notifies County that it wishes to terminate the agreement and a copy of such a letter is provide to HUD,

WHEREAS, County sent City a letter notifying City of such renewal on MAY 2, 2008,

WHEREAS, City did not advise County that it wished to terminate the Original Agreement with County,

WHEREAS, Section 10 of the Original Agreement allows for an additional three year extension of said Agreement upon mutual agreement of both Parties, and

WHEREAS, the Parties desire to amend the Original Agreement at this time in the manner set forth herein,

NOW, THEREFORE, the Parties hereby agree to the following modifications to the Original Agreement

- 1 Section 9 of the Original Agreement shall read, as amended, in its entirety as follows


This Agreement shall cover Program Years 35, 36 and 37 (Fiscal Years 2009-2010, 2010-2011 and 2011-2012, respectively) of CDBG and HOME program applications, including any subsequent Supplemental sources (Paragraph 23 below) In no event shall this agreement be terminated by either party before June 30, 2012, except as allowed in legislation enacted by the U S Congress for termination or withdrawal from the Urban County Program and as permitted by HUD

- 2 Section 10 of the Original Agreement shall be deleted in its entirety
- 3 All other provisions of the Original Contract, a copy of which is attached hereto as Exhibit A and incorporated by this reference, and any previous amendments, to the extent they are not inconsistent with this Amendment, remain unchanged and in full force and effect

City of Stanton, a municipal
Corporation in the State of California
By [Signature]
Name John F Wager
Title City Manager
Date 5-15-08

By Brenda Green
Name Brenda Green
Title City Clerk
Date 5-15-08

By Re Por for
Steve Franks, Director
Orange County Community Resources
Date 7-16-08

By 

Date 6/14/2009

ATTACHMENT A
Cooperation Agreement “Small-City”

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1
2
3 COOPERATION AGREEMENT
4
5
6

7 THIS AGREEMENT is entered into this First day of July, 2005
8 BY AND BETWEEN

9 CITY OF Stanton, a municipal
10 Corporation, hereinafter referred to as CITY,
11 AND

12 COUNTY OF ORANGE, a political
13 subdivision of the State of California and
14 recognized Urban County under the Federal
15 Housing and Community Development Act
16 of 1974 (Public Law 93-383), as amended,
17 hereinafter referred to as "COUNTY"
18

19 RECITALS

20 WHEREAS, Title I of the Housing and Community Development Act of 1974 (Public
21 Law 93-383), as amended, hereinafter referred to as ACT, makes available to the COUNTY as an
22 Urban County, and to cities under 50,000 in population, grants through the Community
23 Development Block Grant Program (hereinafter referred to as "CDBG"), and the HOME
24 Investment Partnership Program (hereinafter referred to as "HOME"), and any subsequent United
25 States Department of Housing and Urban Development (hereinafter referred to as "HUD")
26 Program which may become available to the COUNTY to be used for eligible housing and
27 community development activities, and

28 WHEREAS, the ACT requires such cities and the COUNTY to enter into cooperation
29 agreements in order for the cities to be included as part of the Urban County CDBG and HOME
30 Programs, and

31 WHEREAS, the COUNTY and CITY desire to cooperate to undertake, or assist in
32 undertaking, community development and lower income housing assistance activities, which
33 might include, but are not limited to, (1) acquisition of property for disposition for private reuse,
34 especially for low- and moderate-income housing, (2) direct rehabilitation of or financial

1 assistance to housing, (3) low rent housing activities, (4) disposition of land to private developers
2 for appropriate redevelopment, and (5) condemnation of property for low income housing

3 NOW, THEREFORE, the parties agree as follows

4 1 This Agreement shall constitute a cooperation agreement between the parties
5 within the meaning of Section 102 (a)(b) of the ACT The parties agree to cooperate to
6 undertake, or assist in undertaking, activities which might include, but are not limited to, (1)
7 acquisition of property for disposition for private reuse, especially for low- and moderate-income
8 housing, (2) direct rehabilitation of or financial assistance to housing, (3) low rent housing
9 activities, (4) disposition of land to private developers for appropriate redevelopment, and (5)
10 condemnation of property for low income housing-community

11 2 COUNTY shall have the authority to carry out activities, which will be funded
12 from annual CDBG or HOME Program funds appropriated for Federal Fiscal Years 2006-2007,
13 2007-2008, and 2008-2009 and from any program income generated from the expenditure of such
14 funds

15 3 COUNTY shall have final responsibility for selecting activities and annually filing
16 the grant application (i e Annual Action Plan) with HUD In the preparation of said application,
17 COUNTY shall give due consideration to CITY's analysis of community development needs and
18 proposed activities

19 4 COUNTY certifies that it is following an adopted Consolidated Plan as required by
20 24 CFR Part 91 and 24 CFR Part 570 306

21 5 Since HUD will not accept an Agreement including a provision for veto or other
22 restriction which would allow any party to obstruct implementation of the Consolidated Plan,
23 both COUNTY and CITY shall attempt to fulfill housing goals established by the HUD approved
24 Consolidated Plan for the period of this Agreement

25 6 CITY acknowledges that it has adopted and is enforcing

26 a A policy prohibiting the use of excessive force by law enforcement agencies
27 within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations,
28 and

29 b A policy of enforcing applicable State and local laws against physically barring
30 entrance to or exit from a facility or location which is the subject of such non-violent civil rights
31 demonstrations within jurisdictions

1 7 COUNTY and CITY agree to take all actions necessary to ensure compliance with
2 the Urban County's certification required by Section 104 (b) of Title I of the Housing Community
3 Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the
4 Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of
5 1974, and other applicable laws. Failure by CITY to comply with these provisions or to
6 affirmatively further fair housing within its own jurisdiction or CITY action which impedes the
7 COUNTY's actions to comply with the COUNTY's fair housing certification, which may
8 constitute noncompliance with the Urban County CDBG and HOME Programs, which may cause
9 funding sanctions or other remedial actions by HUD and/or COUNTY.

10 8 In the event COUNTY's Urban County application is approved by HUD,
11 COUNTY shall contract with the CITY to utilize any such grant funds received from HUD which
12 are attributable to activities administered by CITY, unless another form of allocation is required
13 by HUD.

14 9 This Agreement shall cover Program Years 32, 33 and 34 (Fiscal Years 2006-
15 2007, 2007-2008 and 2008-2009, respectively) of CDBG and HOME program applications,
16 including any subsequent Supplemental sources (Paragraph 23 below). In no event shall this
17 agreement be terminated by either party before June 30, 2009, except as allowed in legislation
18 enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and
19 as permitted by HUD.

20 10 In accordance with HUD Notice CPD 05-01, this agreement will be automatically
21 extended for an additional three (3) year period (i.e. from July 1, 2009 to June 30, 2012) unless
22 COUNTY or CITY provides written notice that it elects not to participate in a new qualification
23 period. COUNTY shall notify CITY in writing of its right not to participate no later than the date
24 specified in HUD's Urban County Qualification Notice for the next qualification period.

25 11 CITY and COUNTY agree to adopt amendment(s) to this Agreement as may be
26 required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June
27 30, 2009. The COUNTY will notify CITY of its right to terminate its participation in the program
28 based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any
29 such amendment, this automatic renewal provision herein will be void.

30 12 The eligible activities to be undertaken during the term of this Agreement will be
31 chosen by CITY from those authorized by HUD Rules and Regulations governing the CDBG and

HOME Programs and any regulations which may be applicable to future Supplemental Federal Programs

13 The parties agree to comply with the requirement(s) of the CDBG and HOME Programs, including laws and policies applicable to said Programs

14 CITY acknowledges by its execution of CDBG and HOME cooperation agreement(s) the included unit of general local government it

a May not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the COUNTY'S CDBG program and,

b May not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County currently received a HOME formula allocation

c May not terminate or withdraw from the Cooperation Agreement while it remains in effect until the CDBG and HOME funds and income received with respect to the three-year qualification period (and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed

15 a CITY must inform COUNTY, through periodic reports requested by COUNTY, of any income generated by the expenditure of Program funds received by the CITY Pursuant to applicable federal requirements, such program income must be paid to the COUNTY CITY may retain such program income only if agreed upon by COUNTY and used exclusively for eligible activities as determined by the COUNTY and in accordance with all CDBG and HOME Program requirements as may then apply

b CITY shall keep and maintain appropriate records on the use of program income as required by COUNTY as the COUNTY has the responsibility of monitoring and reporting program income to HUD

c In the event of close-out or change in status of CITY, any program income at that time or received subsequent to the close-out or change in status shall be paid by CITY to the COUNTY within ninety (90) days after the expiration of the term of this Agreement

16 a Any proposed modification or change of use of any real property acquired or improved in whole or in part by the CITY using CDBG funds (from the use planned at the time of acquisition or improvement), including disposition, must be reported by CITY to the COUNTY

COUNTY may approve the proposed modification or change of use CITY shall not implement the modification or change in use without COUNTY approval

b Should the disposition, sale or transfer of such real property acquired or improved in whole or in part using CDBG or HOME Program funds result in a use which does not qualify under CDBG or HOME Program regulations, the CITY shall reimburse COUNTY in the amount equal to the then current fair market value of the property (less any portion thereof attributable to expenditure of non-CDBG/HOME funds)

c Any program income generated from the disposition, transfer or sale of such property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between the COUNTY and CITY may be either used by CITY for other specific eligible activities in the CITY or paid to the COUNTY for other eligible Urban County activities, as determined in advance of the expenditure at the discretion of the COUNTY

17 a CITY shall indemnify, hold harmless, and defend with counsel approved in writing by COUNTY, its officers, agents and employees against all liability, claims, losses, demands and actions for injury to or death of persons or damage to property arising out of or alleged to arise out of or in consequence of this Agreement including attorneys' fees, provided such liability, claims, demands, losses or actions are due to the acts or omissions of CITY, its officers, agents or employees in the performance of this Agreement, including any activities conducted by CITY under its application

b In addition, CITY shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless COUNTY against any liability, claims, losses, demands, and actions including attorneys' fees incurred by COUNTY as a result of a determination by HUD that activities undertaken by CITY under CITY's application failed to comply with any laws, regulations, or policies applicable thereto or that any funds forwarded to CITY under this Agreement were improperly expended

c The provisions of Section 2778 of the California Civil Code, as said section exists on the effective date of this Agreement, shall be applicable to the above indemnification provisions Transmittal to CITY of any pleadings served upon COUNTY shall be deemed to be a request to defend

18 a COUNTY shall indemnify, hold harmless and defend with counsel approved in writing by CITY, its officers, agents and employees against all liability, claims, losses, demands

1 and actions for injury to or death of persons or damage to property arising out of or alleged to arise
2 out of or in consequence of this Agreement, provided such liability, claims, demands, losses or
3 actions are due to the acts or omissions of COUNTY, its officers, agents or employees in the
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14 provisions Transmittal to COUNTY of any pleadings served upon CITY shall be deemed to be a
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16 19 COUNTY shall have the right to periodically audit CITY's records to determine
17 compliance with this Agreement

18 20 CITY shall forward to COUNTY a copy of each annual audit of the CITY
19 conducted by an independent public auditor during the period of this Agreement as soon as the
20 audit report becomes available COUNTY shall have the right to ensure that necessary corrective
21 actions are made by CITY for any audit findings pertinent to CITY handling of CDBG Program
22 funding pursuant to federal requirements

23 21 No CDBG or HOME Program funds shall be expended on any activity, which does
24 not affirmatively further fair housing goals within CITY

25 22 Pursuant to 24 CFR Part 570 501(b) of CDBG and 24 CFR Part 92 504 of HOME
26 program regulations, CITY is subject to all requirements applicable to subrecipients, including the
27 requirement of a written agreement set forth in 24 CFR Part 570 503 of CDBG and 24 CFR Parts
28 92 505-509 of HOME program regulations

29 23 This Cooperation Agreement shall apply to any supplemental program which
30 HUD makes available through the CDBG or the HOME Programs

1 24 CITY may void this Agreement only if it submits to COUNTY on or before July
2 08, 2005 the notification from HUD that CITY has qualified as a "Metropolitan City" or an
3 "Entitlement City" prior to the completion of the re-qualification process for Fiscal Years 2006-
4 2007, 2007-2008, 2008-2009 Upon such notification by HUD, CITY also must submit to
5 COUNTY and HUD written notification of its decision to either remain in the Urban County
6 Program as a "Metropolitan City" or become an "Entitlement City" as a separate entity

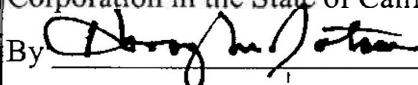
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1
2 IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its
3 Mayor/City Manager and attested by its City Clerk, COUNTY has caused this Agreement to be
4 executed by the Director of the Housing and Community Services Department, each having been
5 duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively
6

7
8 City of Stanton, a municipal
9 Corporation in the State of California
10 By 
11 Name Harry M Dotson
12 Title Mayor
13 Date 6-14-05
14

ATTEST
By 
Name Brenda Green
Title City Clerk
Date 6-14-05

15 COUNTY OF ORANGE, a political
16 subdivision of the State of California
17


18 By 
19 Paula Burnier-Lund, Director
20 Housing and Community
21 Services Department
22

23 Date 6/30/05
24

25 ORIGINAL FORM CONTRACT

26 APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT

27
28 "The terms and provisions of the agreement are fully authorized under State and local law and the
29 agreement provides full legal authority for the County"

30
31 By  Date 7/1/05

COOPERATION AGREEMENT

THIS AGREEMENT is entered into this First day of July, 2005
BY AND BETWEEN

CITY OF Stanton, a municipal
Corporation, hereinafter referred to as CITY,
AND

COUNTY OF ORANGE, a political
subdivision of the State of California and
recognized Urban County under the Federal
Housing and Community Development Act
of 1974 (Public Law 93-383), as amended,
hereinafter referred to as "COUNTY"

RECITALS

WHEREAS, Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, hereinafter referred to as ACT, makes available to the COUNTY as an Urban County, and to cities under 50,000 in population, grants through the Community Development Block Grant Program (hereinafter referred to as "CDBG"), and the HOME Investment Partnership Program (hereinafter referred to as "HOME"), and any subsequent United States Department of Housing and Urban Development (hereinafter referred to as "HUD") Program which may become available to the COUNTY to be used for eligible housing and community development activities, and

WHEREAS, the ACT requires such cities and the COUNTY to enter into cooperation agreements in order for the cities to be included as part of the Urban County CDBG and HOME Programs, and

WHEREAS, the COUNTY and CITY desire to cooperate to undertake, or assist in undertaking, community development and lower income housing assistance activities, which might include, but are not limited to, (1) acquisition of property for disposition for private reuse, especially for low- and moderate-income housing, (2) direct rehabilitation of or financial

1 assistance to housing, (3) low rent housing activities, (4) disposition of land to private developers
2 for appropriate redevelopment, and (5) condemnation of property for low income housing

3 NOW, THEREFORE, the parties agree as follows

4 1 This Agreement shall constitute a cooperation agreement between the parties
5 within the meaning of Section 102 (a)(b) of the ACT The parties agree to cooperate to
6 undertake, or assist in undertaking, activities which might include, but are not limited to, (1)
7 acquisition of property for disposition for private reuse, especially for low- and moderate-income
8 housing, (2) direct rehabilitation of or financial assistance to housing, (3) low rent housing
9 activities, (4) disposition of land to private developers for appropriate redevelopment, and (5)
10 condemnation of property for low income housing-community

11 2 COUNTY shall have the authority to carry out activities, which will be funded
12 from annual CDBG or HOME Program funds appropriated for Federal Fiscal Years 2006-2007,
13 2007-2008, and 2008-2009 and from any program income generated from the expenditure of such
14 funds

15 3 COUNTY shall have final responsibility for selecting activities and annually filing
16 the grant application (i e Annual Action Plan) with HUD In the preparation of said application,
17 COUNTY shall give due consideration to CITY's analysis of community development needs and
18 proposed activities

19 4 COUNTY certifies that it is following an adopted Consolidated Plan as required by
20 24 CFR Part 91 and 24 CFR Part 570 306

21 5 Since HUD will not accept an Agreement including a provision for veto or other
22 restriction which would allow any party to obstruct implementation of the Consolidated Plan,
23 both COUNTY and CITY shall attempt to fulfill housing goals established by the HUD approved
24 Consolidated Plan for the period of this Agreement

25 6 CITY acknowledges that it has adopted and is enforcing

26 a A policy prohibiting the use of excessive force by law enforcement agencies
27 within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations,
28 and

29 b A policy of enforcing applicable State and local laws against physically barring
30 entrance to or exit from a facility or location which is the subject of such non-violent civil rights
31 demonstrations within jurisdictions

1 7 COUNTY and CITY agree to take all actions necessary to ensure compliance with
2 the Urban County's certification required by Section 104 (b) of Title I of the Housing Community
3 Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the
4 Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of
5 1974, and other applicable laws. Failure by CITY to comply with these provisions or to
6 affirmatively further fair housing within its own jurisdiction or CITY action which impedes the
7 COUNTY's actions to comply with the COUNTY's fair housing certification, which may
8 constitute noncompliance with the Urban County CDBG and HOME Programs, which may cause
9 funding sanctions or other remedial actions by HUD and/or COUNTY.

10 8 In the event COUNTY's Urban County application is approved by HUD,
11 COUNTY shall contract with the CITY to utilize any such grant funds received from HUD which
12 are attributable to activities administered by CITY, unless another form of allocation is required
13 by HUD.

14 9 This Agreement shall cover Program Years 32, 33 and 34 (Fiscal Years 2006-
15 2007, 2007-2008 and 2008-2009, respectively) of CDBG and HOME program applications,
16 including any subsequent Supplemental sources (Paragraph 23 below). In no event shall this
17 agreement be terminated by either party before June 30, 2009, except as allowed in legislation
18 enacted by the U.S. Congress for termination or withdrawal from the Urban County Program and
19 as permitted by HUD.

20 10 In accordance with HUD Notice CPD 05-01, this agreement will be automatically
21 extended for an additional three (3) year period (i.e. from July 1, 2009 to June 30, 2012) unless
22 COUNTY or CITY provides written notice that it elects not to participate in a new qualification
23 period. COUNTY shall notify CITY in writing of its right not to participate no later than the date
24 specified in HUD's Urban County Qualification Notice for the next qualification period.

25 11 CITY and COUNTY agree to adopt amendment(s) to this Agreement as may be
26 required by HUD to meet any new Urban County Qualification requirement(s) subsequent to June
27 30, 2009. The COUNTY will notify CITY of its right to terminate its participation in the program
28 based on the adoption of any such amendment. If either CITY or COUNTY refuses to adopt any
29 such amendment, this automatic renewal provision herein will be void.

30 12 The eligible activities to be undertaken during the term of this Agreement will be
31 chosen by CITY from those authorized by HUD Rules and Regulations governing the CDBG and

HOME Programs and any regulations which may be applicable to future Supplemental Federal Programs

13 The parties agree to comply with the requirement(s) of the CDBG and HOME Programs, including laws and policies applicable to said Programs

14 CITY acknowledges by its execution of CDBG and HOME cooperation agreement(s) the included unit of general local government it

a May not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the COUNTY'S CDBG program and,

b May not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County currently received a HOME formula allocation

c May not terminate or withdraw from the Cooperation Agreement while it remains in effect until the CDBG and HOME funds and income received with respect to the three-year qualification period (and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed

15 a CITY must inform COUNTY, through periodic reports requested by COUNTY, of any income generated by the expenditure of Program funds received by the CITY Pursuant to applicable federal requirements, such program income must be paid to the COUNTY CITY may retain such program income only if agreed upon by COUNTY and used exclusively for eligible activities as determined by the COUNTY and in accordance with all CDBG and HOME Program requirements as may then apply

b CITY shall keep and maintain appropriate records on the use of program income as required by COUNTY as the COUNTY has the responsibility of monitoring and reporting program income to HUD

c In the event of close-out or change in status of CITY, any program income at that time or received subsequent to the close-out or change in status shall be paid by CITY to the COUNTY within ninety (90) days after the expiration of the term of this Agreement

16 a Any proposed modification or change of use of any real property acquired or improved in whole or in part by the CITY using CDBG funds (from the use planned at the time of acquisition or improvement), including disposition, must be reported by CITY to the COUNTY

COUNTY may approve the proposed modification or change of use CITY shall not implement the modification or change in use without COUNTY approval

b Should the disposition, sale or transfer of such real property acquired or improved in whole or in part using CDBG or HOME Program funds result in a use which does not qualify under CDBG or HOME Program regulations, the CITY shall reimburse COUNTY in the amount equal to the then current fair market value of the property (less any portion thereof attributable to expenditure of non-CDBG/HOME funds)

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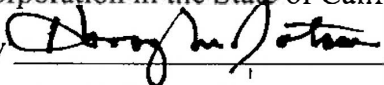
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5 duly authorized by the CITY Council and the COUNTY Board of Supervisors, respectively
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7
8 City of Stanton, a municipal
9 Corporation in the State of California
10 By 
11 Name Harry M Dotson
12 Title Mayor
13 Date 6-14-05
14

ATTEST
By 
Name Brenda Green
Title City Clerk
Date 6-14-05

15 COUNTY OF ORANGE, a political
16 subdivision of the State of California

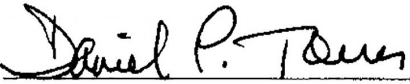
17
18 By 
19 Paula Burnier-Lund, Director
20 Housing and Community
21 Services Department
22

23 Date 6/30/05
24

25 ORIGINAL FORM CONTRACT

26 APPROVED AS TO FORM and REQUIRED COUNTY COUNSEL STATEMENT

27
28 "The terms and provisions of the agreement are fully authorized under State and local law and the
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30
31 By  Date 7/1/05

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 23, 2023

SUBJECT: SELECTION OF FIREWORKS LICENSEES FOR 2023

REPORT IN BRIEF:

Staff is requesting that the City Council select licensees for 2023 fireworks sales.

RECOMMENDED ACTION:

1. City Council find that the action is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the State CEQA Guidelines as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Award fireworks sales licenses to Youth Assistance Foundation of Stanton and Boys & Girls Club of Stanton.

BACKGROUND:

It is unlawful to sell, display, or discharge fireworks in the City except in strict accordance with Chapter 17.04 (Safe and Sane Fireworks) of the Stanton Municipal Code ("SMC"). Moreover, Chapter 17.04 allows the sale of State-approved ("Safe and Sane") fireworks with a license issued by the City. Furthermore, entities that may apply for such a license must be a non-profit organization whose principal place of business is located within the City. In addition, obtaining a license enables the licensee to sell fireworks on July 1 (from 12:00 p.m. to 10:00 p.m.) and July 2 – 4 (from 9:00 a.m. to 10:00 p.m.) (SMC 17.04.040). The Council must review all fireworks sale applications and may award up to eight licenses each year (SMC, 17.04.050 (B)).

ANALYSIS/JUSTIFICATION:

The City received two applications this year, one from the Youth Assistance Foundation of Stanton ("YAFS") and one from the Boys & Girls Club of Stanton. In accordance with SMC 17.04.050, staff has determined that both groups are eligible organizations to receive fireworks licenses. Furthermore, both groups have demonstrated they have adequate insurance coverage, have posted the required \$236.25 permit fee, and prepared a statement describing how their organization benefits the community.

Proceeds from sales made by YAFS are used to purchase toys and gifts for youth in our community through their annual Santa's Siren event held in December. The Santa's Siren event visits various neighborhoods throughout the City where volunteers, including City staff, Orange County Fire Authority staff, and Orange County Sheriff's Department staff, deliver presents to children during Christmas. In addition, proceeds also fund scholarships for Stanton youth. Staff reviewed their proposed booth location at 12640 Beach Blvd. and determined it was suitable.

The Boys & Girls Club of Stanton uses their proceeds to assist Stanton youth in various programs including educational, sports, fitness, arts, recreation and intervention. Staff reviewed their proposed location at 7910 Katella Ave. and determined it was suitable.

Staff recommends awarding fireworks sales licenses to both groups.

FISCAL IMPACT:

The licensee is required to pay a \$236.25 fee to the City for cost recovery associated with the processing, licensing, and inspection of the fireworks permit.

ENVIRONMENTAL IMPACT:

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

PUBLIC NOTIFICATION:

Direct correspondence to the applicants and through the regular agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 5: Provide a high quality of life.

Prepared by: Keith Gifford, Code Enforcement Manager

Reviewed by: James J. Wren, Public Safety Services Director

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

A. SMC Section 17.04

B. 2023 Fireworks Applications

Stanton, California Municipal Code

Title 17 FIRE

Chapter 17.04 SAFE AND SANE FIREWORKS

17.04.010 Sale and discharge prohibited—Sale to minors prohibited.

17.04.020 Organizations which may be licensed.

17.04.030 Procedure for applications.

17.04.040 Terms and conditions of license to sell.

17.04.050 Grant of approval by city council.

17.04.060 Compliance with requirements of fire authority.

17.04.070 Discharge permitted on certain days and times.

17.04.073 Block party permit.

17.04.075 Discharge of fireworks prohibited—Exceptions.

17.04.080 Gas stations.

17.04.090 Penalty for violations.

17.04.100 Administrative penalty.

17.04.110 State fines.

17.04.010 Sale and discharge prohibited—Sale to minors prohibited.

A. It is unlawful for any person, firm or corporation to sell, display, dispose of, give away, store, keep or stock, or to discharge, explode, fire or set off any fireworks in the city except in strict accordance with the terms and conditions of this chapter. For purposes of this chapter, the terms “fireworks” or “safe and sane fireworks” shall have the meaning as set forth in Part 2 of Division 11 of the California [Health and Safety Code](#).

B. It is unlawful to sell fireworks to any person under the age of eighteen years.

C. No person under the age of eighteen years shall purchase any fireworks, including safe and sane fireworks.

D. No person under the age of eighteen years shall discharge any fireworks, including safe and sane fireworks, except when under the direct supervision and in the presence of an adult. (Ord. 935 § 2, 2007; Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.020 Organizations which may be licensed.

A. Licenses provided by this chapter shall be issued only to nonprofit organizations or corporations which have obtained tax-exempt status from the State Franchise Tax Board and which are organized primarily for veteran, patriotic, social welfare, civic or business betterment, fraternal, religious or charitable purposes.

B. Each such organization shall have a principal place of business, principal meeting place or a location for the conduct of its primary activities within the city limits and shall have been established and licensed under Chapter 5.04 (if required) within the city continuously for a minimum of one year prior to the filing of the application for the license.

C. Licenses provided by this chapter shall be issued only to organizations which qualify pursuant to the requirements set forth in this section. Each applicant organization shall submit a verified statement with its application describing and confirming its compliance with this subsection. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.030 Procedure for applications.

A. Applications for licenses shall be filed on forms provided by the city with the office of the city manager not later than the end of business day of the first Thursday in May of the year in which the application is made. A deposit in an amount equal to the license fee established by resolution of the city council shall be submitted with the application. The deposit shall be refunded in the event the organization is not licensed by the city council.

B. The application shall be accompanied by all documentation required by the city manager and shall include but not be limited to the following: proof of general liability insurance coverage, the certified statement required by Section 17.04.020(C), documentation demonstrating tax-exempt status, a seller's permit issued to the organization requesting the application, and a written statement describing the benefits the organization provides to the community which will be used by the city council to make the determination on whether to grant a license.

C. The application shall be signed by an authorized officer or director of the organization who shall warrant to the city the veracity of all statements contained therein. If any material statement in the application is determined by the city manager to be false or misleading, he or she may forthwith revoke the license issued by the city council. Written authorization from the nonprofit organization authorizing the named individual to apply for a license on behalf of the organization shall also be provided.

D. The city manager shall review all applications for sufficiency and completeness within ten days of filing and promptly notify applicants of any defects, disqualifying factors or omissions. All applications and required accompanying documentation shall be in final form and shall be filed in the office of the city manager by five p.m. on May 8th. The city manager shall not be required to accept any additional documentation after May 8th but may request information clarifying or additionally explaining the applicant's proposal.

E. All organizations meeting the requirements for a license under this section shall be prequalified by the city manager provided they comply with the filing and compliance schedule set forth in this chapter. (Ord. 1033 § 2, 2015; Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.040 Terms and conditions of license to sell.

A. The license issued by the city council shall permit the sale of safe and sane fireworks only on July 1st from twelve noon to ten p.m. and from July 2nd through and including July 4th, from nine a.m. to ten p.m.

B. Every licensee shall be responsible for continuing compliance with all the terms and conditions contained in the license. In this regard, each licensee shall designate a responsible contact person who will be in attendance at the licensed stand or on-call from the time the stand is erected and until it is removed and the site location is cleaned to the satisfaction of the city.

C. No licensee shall sell any fireworks except from inside the licensed stand.

D. No person other than individuals who are adult members of the licensee organization, or their approved adult volunteers, shall sell or otherwise participate in the sale of fireworks. At all times during sales hours at least one adult member of the licensee organization must be located at the stand to oversee operations.

E. All licensees shall also:

1. Not install or locate a stand on the licensed premises before June 20th and shall cause it to be removed and the site location cleaned on or before July 8th;

2. Provide the city with proof of public liability, property damage and product liability insurance with policy limits of at least one million dollars per occurrence and naming the city as an additional insured for the duration of the license;

3. Provide the city with written consent of the owner of the property where the stand is to be located;

4. Provide the city with a sales tax permit issued to the organization by the State Board of Equalization;

5. Provide the city with a detailed report on revenue, expenditures and net profit earned by the organization in the sale of fireworks. The report shall be submitted to the city manager's office by the end of business day on the fourth Thursday in September of each year. Failure to submit the report shall be grounds for denial of any future fireworks sales license;

6. Provide the city with a bond or other surety device in an amount established by the city council and sufficient to assure removal of the structure and cleanup of the site.

F. Sales shall be made only from freestanding structures erected and located solely for the purpose of fireworks sales.

G. Fireworks stands shall comply with standards adopted by the city manager which may include size of stands, structure material, building code compliance and signage.

H. The city manager may call meetings of all licensees to describe the licensing process and to provide information with regard to city and county requirements. The failure of any licensee to attend meetings or meet established deadlines shall constitute grounds for nonacceptance of the application or revocation of the license by the city manager.

I. Licenses are not transferable or assignable, and are only valid for the dates specified in the permit and are subject to all conditions set forth in the permit. (Ord. 1033 § 3, 2015; Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.050 Grant of approval by city council.

A. The city council shall in its sole discretion determine the organizations to which licenses will be granted in accordance with this chapter. Such determination shall be made at a regular or special meeting of the city council in accordance with procedures established by the city council.

B. The city council may, but shall not be required to, issue up to eight licenses for the sale of fireworks in the city.

C. In determining the organizations to be licensed the council shall consider the following factors:

1. Only organizations prequalified by the city manager pursuant to Section [17.04.040\(E\)](#) shall be considered;

2. The contributions the organization has made or is proposing to make to the city's civic pride or betterment; youth activities and programs; care or assistance to the elderly, infirm or disabled; assistance to or support of the business community, charitable efforts and any other community contributions deemed beneficial by the city council;

3. The location and suitability of the premises where the organization proposes to operate;

4. Other factors deemed appropriate by the city council. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.060 Compliance with requirements of fire authority.

All applicants for a license to sell safe and sane fireworks in the city shall comply with all requirements imposed by the Orange County fire authority.

A. The city shall provide applicants with copies of said requirements.

B. An Orange County fire authority permit shall be required and all required fire authority fees shall be paid and all inspections shall be completed before commencement of sales.

C. All stands and personnel involved in sales shall at all times be in compliance with the Orange County fire authority requirements for public fireworks stands. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.070 Discharge permitted on certain days and times.

It is unlawful for any person, firm or corporation to discharge any fireworks, including safe and sane fireworks, except as follows: safe and sane fireworks may be discharged between July 1st and July 4th between the hours of ten a.m. and eleven p.m. (Ord. 982 § 2, 2011)

17.04.073 Block party permit.

Every person, firm or corporation who applies for and receives an administratively-issued “block party permit,” or similar license or approval required by the city to close a street or otherwise reserve or use a piece of city property shall comply with all conditions imposed upon the issuance of such permit, license or approval, including but not limited to taking all reasonable efforts necessary to ensure that dangerous fireworks are not used at said event. A violation of this condition of such permit, license or approval shall be subject to a separate administrative fine under the provisions of this chapter. Likewise, any person, firm or corporation that fails to obtain any “block party permit”, license or other such approval from the city when such person is so required by this code shall be subject to a separate administrative fine under this chapter as well as an additional administrative fine if dangerous fireworks are used at and during said event. (Ord. 1066 § 3, 2017)

17.04.075 Discharge of fireworks prohibited—Exceptions.

A. It is unlawful for any person, firm or corporation to use or discharge any fireworks, including safe and sane fireworks, as defined in Part 2 of Division 11 of the California [Health and Safety Code](#), within the following areas of the city:

1. Any public property, including, but not limited to, public streets, highways, alleys, sidewalks, parks or other publicly owned property, buildings or facilities without an administratively-issued “block party permit”;
2. Any property within a commercial district of the city (defined in Section [20.215.010](#) of this code) except for any nonconforming residential use within such district used for residential purposes as of the effective date of the ordinance codified in this section;
3. Any property within an industrial/manufacturing district of the city (defined in Section [20.220.010](#) of this code) except for any nonconforming residential use within such district used for residential purposes as of the effective date of the ordinance codified in this section.

B. Nothing in this section shall preclude the use or discharge of safe and sane fireworks, consistent with this chapter, on appropriate privately owned areas within a residential district (defined in Section [20.210.010](#) of this code) or the presentation of any public fireworks display authorized by the city.

C. It is unlawful for any person, firm or corporation to possess, sell, use, discharge, and/or display any dangerous fireworks, as defined in Part 2 of Division 11 of the California [Health and Safety Code](#), at any time and within any area of the city with the exception of pyrotechnic licensees conducting business while holding a current valid license issued pursuant to Chapter 5 of Part 2 of Division 11 (commencing with Section 12570) of the California [Health and Safety Code](#). (Ord. 1066 § 4, 2017; Ord. 910 § 2, 2005)

17.04.080 Gas stations.

It is unlawful for any person, firm or corporation to sell, offer for sale, store, display or discharge any fireworks of any type in any public oil or gasoline station, or on any premises where gasoline or other inflammable liquids are stored or dispensed. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.090 Penalty for violations.

The violations of any of the provisions of this chapter shall constitute a misdemeanor, and the penalty for violation shall be as set forth in Section 1.04.080 of the Stanton Municipal Code. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.100 Administrative penalty.

In addition to, or in lieu of the penalty set forth in Section [17.04.090](#), any person, firm or corporation violating the provisions of this chapter may be issued an administrative citation by an enforcement officer in accordance with the provisions of Chapter [1.12](#) of this code. The administrative fine for a violation of this chapter shall be assessed in the amount provided as follows:

A. Each person, firm or corporation who violates any provision of this code as it relates to the use, discharge, storage, sale, display and/or possession of less than twenty-five pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty (not including any Late Charges or interest)
First	\$1,000.00	\$250.00	\$1,250.00
Second	\$2,000.00	\$500.00	\$2,500.00
Third	\$3,000.00	\$1,000.00	\$4,000.00

B. Each person, firm or corporation who violates any provision of this code as it relates to the storage, sale, display and/or possession of more than twenty-five pounds and less than one hundred pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$1,000.00	\$250.00	\$1,250.00
Second	\$2,000.00	\$500.00	\$2,500.00
Third	\$3,000.00	\$1,000.00	\$4,000.00

C. Each person, firm or corporation who violates any provision of this code as it relates to the storage, sale, display and/or possession of more than one hundred pounds and less than five thousand pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$5,000.00	\$1,000.00	\$6,000.00
Second	\$10,000.00	\$1,000.00	\$11,000.00
Third	\$15,000.00	\$1,000.00	\$16,000.00

D. Each person, firm or corporation who violates any provision of this code as it relates to the storage, sale, display and/or possession of more than five thousand pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$10,000.00	\$50,000.00	\$60,000.00
Second	\$20,000.00	\$50,000.00	\$70,000.00
Third	\$30,000.00	\$50,000.00	\$80,000.00

E. A person, firm or corporation who fails to obtain a block party permit, license or approval from the city when such a person is required by this code shall be subject to administrative fine or fines under this chapter.

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$500.00	\$150.00	\$625.00
Second	\$1,000.00	\$250.00	\$1,250.00
Third	\$1,500.00	\$500.00	\$2,000.00

F. Any person, firm or corporation who does obtain an administratively-issued block party permit, license or approval from the city where there was a condition imposed upon the issuance of such block party permit, license or approval requiring the person to make all reasonable efforts necessary to ensure that “dangerous fireworks” are not used at said event and said person is said to be in violation of the permit by virtue of the fact that there were dangerous fireworks used at said event shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$1,500.00	\$375.00	\$1,875.00
Second	\$3,000.00	\$750.00	\$3,750.00
Third	\$5,000.00	\$2,000.00	\$7,000.00

G. Each person, firm or corporation who uses safe and sane fireworks on or at dates, times and/or locations other than those permitted by this chapter shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$250.00	\$75.00	\$325.00
Second	\$500.00	\$150.00	\$650.00
Third	\$750.00	\$300.00	\$1,050.00

H. In the case of a violation relating to dangerous fireworks, the citee shall be required to abate the violation and surrender all dangerous fireworks to the enforcement officer, immediately.

I. Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct a violation of the Code, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of this code. (Ord. 1066 § 5, 2017; Ord. 940 § 4, 2007; Ord. 935 § 4, 2007)

17.04.110 State fines.

Fines collected pursuant to this chapter shall be subject to California [Health and Safety Code](#) Section 12726, which provides that sixty-five percent of all administrative fines or penalties collected by the city shall be forwarded to the Controller of the State of California for deposit in the State Fire Marshal Fireworks Enforcement and Disposal Fund, as described in [Health and Safety Code](#) Section 12728. (Ord. 1066 § 6, 2017)

Contact:

City Clerk: 714-379-9222

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*TNT Fireworks
Boys & Girls Club of Stanton
Fireworks & TUP Packet*

*Teresa Flores Wiig
TNT Fireworks
555 N. Gilbert St.
Fullerton, CA 92833
(714) 738-1002 x152*



CITY OF STANTON, CALIFORNIA

FIREWORKS STAND APPLICATION (JULY 4th 2023)

NAME OF ORGANIZATION: BOYS & GIRLS CLUB OF STANTON

ADDRESS OF ORGANIZATION: 11050 CEDAR ST., STANTON CA 90680

OFFICERS OF ORGANIZATION: ELVIN CAMPBELL,

LINDA GALLAGHER; TIM SCHOONOVER

LOCATION OF PRIMARY ACTIVITIES (IF DIFFERENT THAN ABOVE ADDRESS):
11050 CEDAR ST., STANTON CA 90680

PHONE # (ORGANIZATION): 714-891-0740

RESPONSIBLE PERSON PHONE #: (HOME): _____ (WORK): 714-891-0740

NAME OF COMPANY SUPPLYING BOOTH & FIREWORKS: TNT FIREWORKS

ADDRESS: 555 N. GILBERT STREET, FULLERTON CA 92833

PHONE #: 714-738-1002

EMAIL: [REDACTED]

BOOTH LOCATION: 7910 KATELLA AVE., STANTON CA 90680

-
- ☒ ATTACH PROOF OF GENERAL LIABILITY INSURANCE IN THE AMOUNT OF \$1 MILLION DOLLARS.
- ☒ ATTACH STATEMENT DESCRIBING THE BENEFITS YOUR ORGANIZATION PROVIDES TO THE COMMUNITY, INCLUDING SPECIFIC INFORMATION ABOUT EVENTS SPONSORED, INDIVIDUALS AND/OR GROUPS BENEFITTED; AND PROPOSED DISTRIBUTION OF FIREWORKS SALE PROCEEDS.
- ☒ ATTACH CHECK FOR (\$236.25) MADE PAYABLE TO THE CITY OF STANTON. (CHECK WILL BE REFUNDED IF YOUR ORGANIZATION IS NOT SELECTED.)

☒ WRITTEN PERMISSION FROM PROPERTY OWNER AUTHORIZING BOOTH LOCATION

☒ PROVIDE WRITTEN DOCUMENTATION OF ACTIVE NON PROFIT TAX EXEMPT STATUS FOR CHARITABLE PURPOSES, FROM THE CALIFORNIA STATE FRANCHISE TAX BOARD

+UNDER SECTION 17.04.020 OF THE STANTON MUNICIPAL CODE LICENSES! SHALL BE ISSUED ONLY TO NON PROFIT ORGANIZATIONS OR CORPORATIONS! WHICH HAVE OBTAINED TAX-EXEMPT STATUS FROM THE STATE FRANCHISE TAX! BOARD AND WHICH ARE ORGANIZED PRIMARILY FOR VETERAN, PATRIOTIC,! SOCIAL WELFARE, CIVIC OR BUSINESS BETTERMENT, FRATERNAL, RELIGIOUS! OR CHARITABLE PURPOSES. EACH ORGANIZATION SHALL HAVE A PRINCIPLE! PLACE OF BUSINESS, PRINCIPLE MEETING PLACE OR A LOCATION FOR THE! CONDUCT OF ITS PRIMARY ACTIVITIES WITHIN THE CITY LIMITS AND SHALL! HAVE BEEN ESTABLISHED AND LICENSED UNDER CHAPTER 5.04 (IF REQUIRED)! WITHIN THE CITY CONTINUOUSLY FOR A MINIMUM OF ONE (1) YEAR PRIOR TO! THE FILING OF THE APPLICATION FOR THE LICENSE.

STATE RESALE NUMBER WILL BE REQUIRED FROM CALIFORNIA STATE BOARD OF EQUALIZATION. THE ORGANIZATION LISTED AS THE LICENSEE SHALL BE THE SAME ORGANIZATION LISTED ON THE SELLER'S PERMIT. A SELLER'S PERMITS SHALL NOT BE PROVIDED FOR A THIRD PARTY.

LICENSES ARE NOT TRANSFERABLE OR ASSIGNABLE AND WILL ONLY BE VALID FOR THE DATES SPECIFIED IN THE PERMIT AND WILL BE SUBJECT TO ALL CONDITIONS SET FORTH IN THEIR PERMIT.

APPLICATIONS AND SUPPORTING DOCUMENTS MUST BE FILED IN THE CITY MANAGER'S OFFICE BY NO LATER THAN 6:00 P.M., THURSDAY MAY 4th, 2023.
NO LATE APPLICATIONS WILL BE ACCEPTED.

FAILURE TO FILE BY THE DEADLINE OR MEET ANY OF THE ABOVE REQUIREMENTS WILL RESULT IN THE DISQUALIFICATION OF YOUR ORGANIZATION.

AS DULY AUTHORIZED OFFICER OF THE ABOVE NAMED ORGANIZATION, I HEREBY SUBMIT THE ABOVE APPLICATION AND ALL REQUIRED DOCUMENTS TO OBTAIN A CITY BUSINESS LICENSE TO CONDUCT THE SALE OF "SAFE AND SANE" FIREWORKS. **I UNDERSTAND THAT FAILURE TO CORRECTLY COMPLETE THIS APPLICATION WILL RESULT IN ITS DISQUALIFICATION.**

THE ORGANIZATION AND ITS WORKERS AGREE TO ABIDE BY ALL PROVISIONS OF THE CITY'S ORDINANCES AND RULES AND REGULATIONS, AS WELL AS THE COUNTY OF ORANGE REGULATIONS AND FEDERAL AND STATE LAWS.

"I DECLARE ALL OF THE INFORMATION CONTAINED IN OR SUBMITTED WITH THIS APPLICATION IS TRUE AND CORRECT".

SIGNATURE OF OFFICER

DocuSigned by:

[REDACTED]

DATE

3/31/2023

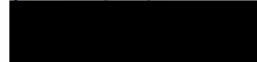


To Whom It May Concern:

I, Elvin Campbell, am the Executive Director of the Boys & Girls Club of Stanton and have been made an authorized representative for the Boys & Girls Club of Stanton, which is a youth oriented non-profit organization. I have been given authorization by the board to use our non profit entity status to conduct the fireworks fundraiser for the Boys & Girls Club of Stanton and submit an application to the City of Stanton.

If I can be of further help, please don't hesitate to call me at (714) 891 0704.
Thank you for your assistance.

Sincerely,

DocuSigned by:


Elvin Campbell
Executive Director
Boys and Girls Club of Stanton



The Boys & Girls Club of Stanton Mission Statement is:

To enable all young people, especially those who need us the most, to reach their full potential as productive, caring, responsible citizens.

That is what we do daily, we help youth age 6 to 18 to become responsible citizens, to reach their full potential and one day be productive adults.

The selling of fireworks will help the Club to raise much needed funds that will help support our program and activities. The Boys & Girls Club of Stanton serves the community youth in educational, sports, fitness, arts, recreation, intervention and prevention programs. We keep the cost of membership low so that parents can afford the cost of our programs. We will never turn a child away due to financial hardship of their family.

Sincerely,

DocuSigned by:



B103F5FEDF7D4C4

Elvin Campbell

Executive Director

Boys and Girls Club of Stanton



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257 0540

Entity Status Letter

Date: 4/4/2023

ESL ID: 4717119586

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 0751477

Entity Name: BOYS AND GIRLS CLUB OF STANTON

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is **not** in good standing with the Franchise Tax Board.
- ☒ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.
- ☐ 4. We do not have current information about the entity.
- ☐ 5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov
Phone: 800-852-5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916-845-6500 from outside the United States

California
Relay Service: 711 or 800-735-2929 (For persons with hearing or speech impairments)



TO WHOM IT MAY CONCERN:

Permission is hereby granted to BOYS & GIRLS CLUB OF STANTON and

AMERICAN PROMOTIONAL EVENTS, INC., WEST dba, TNT FIREWORKS, for the

exclusive right to use the property located at the STANTON-FOOD 4 LESS,

7910 KATELLA AVENUE in the City of STANTON, CA for their 2023

Fireworks stand. It is understood that this sale will be conducted in accordance with all

City, County and State regulations, and the property will be left clean and free of debris.

SAFCO CAPITAL CORPORATION

By: (Sign) _____

Print Name: _____

Date: _____

CSR0806

INSPECTION DATE 6/29

TNT FIREWORKS

MCGILLS

STAND CONTRACT # _____ LOCATION# CSR 0806 DATE 2011
BRAND TNT SALES ASSOCIATE T. FLORES
CITY STANTON ORGANIZATION BOYS & GIRLS CLUB OF STANTON
SIZE 24 CONSTRUCTION STYLE NN METAL -NEW BACKBOARDS 1
BILLBOARDS 2 A-FRAMES 3 BANNERS YES PENNANTS YES FLAGS YES
SET-UP FROM 6/26 TO 6/26 DOWN DATE 7-9
ADDRESS 7910 KATELLA AVE.
INTERSECTION BEACH & KATELLA
THOMAS GUIDE LA 797 J-2
SPECIAL INSTRUCTIONS SET STAND AS SHOWN. PLEASE LOOK FOR MARKS. MAKE SURE TO LEAVE A-FRAME SET UP NEXT TO STAND.

SETBACKS— CURBS

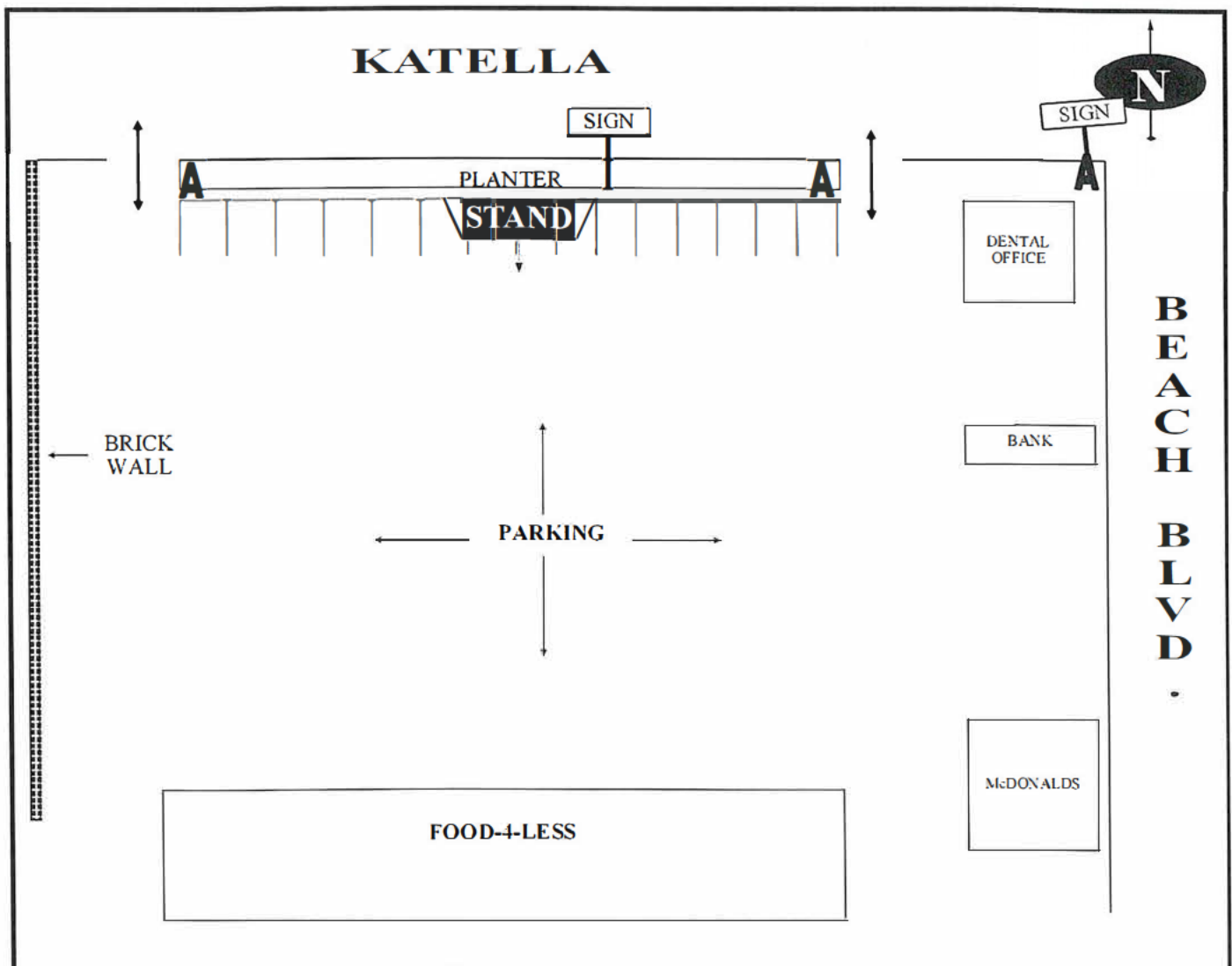
SIDEWALK

REVISION #

DATE

BUILDINGS 15'

25'





CERTIFICATE OF LIABILITY INSURANCE

11/1/2023

DATE (MM/DD/YYYY)

11/1/2022

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

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

PRODUCER Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460 3600

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Everest Indemnity Insurance Company

10851

INSURER B: Arch Specialty Insurance Company

21199

INSURER C: Berkshire Hathaway Homestate Ins Co

20044

INSURER D:

INSURER E:

INSURER F:

INSURED 1359665 American Promotional Events, Inc.
DBA TNT Fireworks, Inc.
555 North Gilbert Avenue
Fullerton CA 92833
CSR0806

COVERAGES

CERTIFICATE NUMBER: 12207249

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	SI8GL00242221	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	UXP0056189 09	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AMWC348084	11/1/2022	11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional Insured: Property located at 7910 Katella Ave., Stanton, CA (CSR0806) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

CANCELLATION

12207249

Boys & Girls Club of Stanton & the City of Stanton
their officers, agents and employees when acting
in their official capacities as such
7800 Katella Avenue
Stanton CA 90680

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

AUTHORIZED REPRESENTATIVE



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$50.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Fire Engineering
Office of the State Fire Marshal
PO Box 944246, Sacramento, CA
94244-2460
(916) 568-2948

LICENSEE INFORMATION

Name (Last, First): HIATT, SONYA	Phone Number:
Mailing Address (Street Address, City, CA, Zip): 555 N. Gilbert St., Fullerton, CA, 92833	
Local Contact Person and Phone Number (if different from Licensee above): TERESA WIIG, (714) 738-1002	

STAND INFORMATION

Group Name: BOYS & GIRLS CLUB OF STANTON - CSR0806
Physical Address (Street Address, City, CA, Zip): 7910 KATELLA AVENUE, STANTON, CA, 90680
County of Stand Location: Orange

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.: W-1081
Contact Name: HIATT, SONYA	Phone Number: 714 738-1002

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Orange County Fire Authority
Physical Address (Street Address, City, CA, Zip): 1 Fire Authority Rd, IRVINE, CA, 92602

CAL Fire Validation No.

4067

Valid Through

06/28/2023-07/06/2023

03/09/2023

Signature of Fireworks Program Coordinator

Signature of Licensee

Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16

For CAL FIRE DAO Use Only: Index 5942, PCA 59420, Source Code- 4129400

DISPLAY THIS PERMIT CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH IT IS ISSUED

**CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
TEMPORARY SELLER'S PERMIT**



PERMIT NUMBER

267018272 - 00001

BOYS AND GIRLS CLUB OF STANTON
BOYS AND GIRLS CLUB OF STANTON
7910 KATELLA AVE
STANTON CA 90680-3124

EFFECTIVE DATE:

July 1, 2023 thru July 4, 2023

IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS OF
SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE
LOCATION.

YOU ARE REQUIRED TO OBEY ALL FEDERAL AND
STATE LAWS THAT REGULATE OR CONTROL
YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW
YOU TO DO OTHERWISE.

PLEASE RETAIN THIS DOCUMENT FOR YOUR
RECORDS.

THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (CRS:711).
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1 888-324-2798.

CDTFA-442 ST REV. 9 (2-22)

A MESSAGE TO OUR PERMIT HOLDER

As a permittee, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:

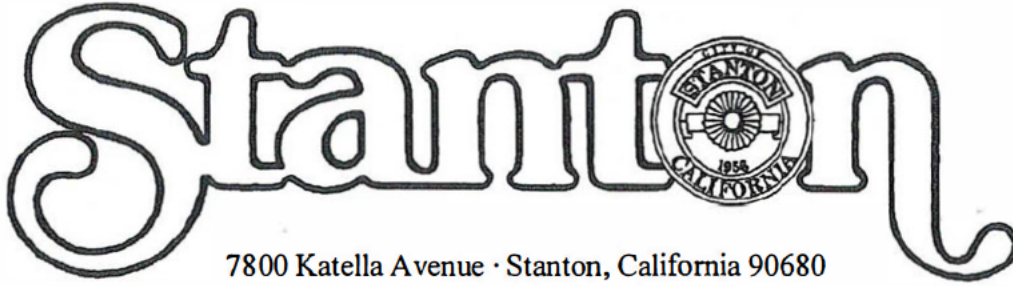
- Our website at www.cdtfa.ca.gov.
- Our toll-free Customer Service Center at 1-800-400-7115 (CRS:711). Customer service representatives are available Monday through Friday from 7:30 a.m. to 5:00 p.m. (Pacific time), except state holidays.

As a permittee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a California Department of Tax and Fee Administration (CDTFA) representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes.

You must notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. This permit is valid only for the owner specified on the permit. A person who obtains a permit and ceases to do business, or never commenced business, shall surrender their permit by immediately notifying CDTFA in writing at this address: California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the permit to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a permit may be disclosed to other government agencies.



7800 Katella Avenue · Stanton, California 90680
(714) 379-9222

APPLICATION FOR BUSINESS CERTIFICATE

Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization office.

Please Print

Business Name: BOYS & GIRLS CLUB OF STANTON

Business Owner: ELVIN CAMPBE IL

Business Location: 11050 CEDAR STREET STANTON CA 90680
 Number Street Suite No. City State Zip

Mailing Address: SAME AS ABOVE
 Number Street Suite No. City State Zip

Business Phone: (714) 891-0740 Home Phone: ()

Home Address: Number Street Suite No. City State Zip

Type of Business (Give Full Description): NONPROFIT YOUTH MEMBERSHIP ORGANIZATION FOR CHILDREN 6 TO 18 YEARS OF AGE

Ownership Type: ☐ Corporation ☐ Partnership ☐ Sole Proprietor

If Corporation, List Officers and Titles ELVIN CAMPBELL - EXECUTIVE DIRECTOR; BOARD PRESIDENT

 - PROGRAM DIRECTOR ; - TREASURER OF THE BOARD

Federal/State Emp No. [REDACTED] State Sales Tax No. _____

State License No. [REDACTED] Class _____

Owner's Drivers License No. _____ Social Security No. _____

Opening Date at This Location _____ Social Security No. _____

- ☐ New Business
- ☐ New Owner (List Previous Owner) _____
- ☐ Business Name Change (List Previous Name) _____
- ☐ Address Change (List Previous Address) _____

Applicant's Signature [REDACTED] Date 3/31/2023

Business Certificate will be issued only after approval of the inspecting departments. Certificate will be mailed upon approval.

FOR OFFICE USE ONLY

Bus. No. _____ Class _____ Bus. Group _____ 101-7315-315001 B/L Fee _____

Rate Code _____ Units _____ Unit Desc. _____ 101-7315-315002 Appl. Review _____

BOE/CAT. _____ Remarks _____ Total _____



SPECIAL EVENT / TEMPORARY USE PERMIT

☐ Special Event Permit (\$75) ☐ Special Event Amendment (\$20) ☐ Temporary Use Permit (\$155.00)

Business Name BOYS & GIRLS CLUB OF STANTON

Applicant Name ELVIN CAMPBELL Daytime Phone 714-891-0740

Event Address 7910 KATELLA AVE Event Type FIREWORKS BOOTH

Event Description FIREWORKS FUNDRAISING SALES

Non-Profit Event? **YES** ☒ **NO** ☐ - Dates 7/1 to 7/4 Hours _____ to _____

****Proof of Non-Profit Status required prior to approval or at time of application.****

ADDITIONAL INFORMATION

Will any parking spaces be blocked off? **YES** ☒ **NO** ☒

Will any aisles or driveways be obstructed? **YES** ☒ **NO** ☐

Types of advertising devices to be used? (mark all that apply)

☐ None ☒ Banners ☒ Flags/Pennants ☒ Flyers ☐ In-store promo
☒ Other, please list A-FRAMES; LIGHTS

Will you be using outdoor electrical equipment? (extension cords, power strips, outdoor lighting, etc.)

YES ☒ **NO** ☐ If yes, please describe GENERATOR

Will you be using any temporary structures such as tents, booths, etc.?

YES ☒ **NO** ☐ If yes, please describe EZ-UPS

****A site plan including all above-noted information is required at time of application.****

I hereby state that this, along with the attached diagram, is a true representation of the proposed sales event. I understand that the conduct of any activities not hereby approved, or which are in violation of local ordinances, will be grounds for termination of the event. I understand that if Orange County Sheriff Department Services are required as a result of this event, I will be required to pay for said services.

Signature of Event Operator _____

Date 3/31/2023

PROPERTY OWNER INFORMATION

Property Owner(s) Name see attached Daytime Phone _____

Address see attached

I hereby give authorization to the above-mentioned person(s) for the abovementioned event to be conducted on my property located at see attached

(property address)

Signature of Property Owner see attached Date _____

CITY USE ONLY

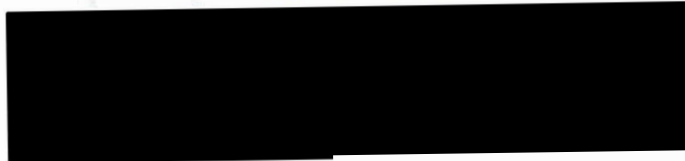
Approval **YES** ☐ **NO** ☐ Approved By _____ Date _____

Remarks _____



*TNT Fireworks
Youth Assistance Foundation
Fireworks & TUP Packet*

*Teresa Flores Wiig
TNT Fireworks
555 N. Gilbert St.
Fullerton, CA 92833
(714) 738-1002 x152*



CITY OF STANTON, CALIFORNIA

FIREWORKS STAND APPLICATION (JULY 4th 2023)

NAME OF ORGANIZATION: YOUTH ASSISTANCE FOUNDATION OF STANTON

ADDRESS OF ORGANIZATION:

OFFICERS OF ORGANIZATION: ANN NGUYEN; PAMELA SCHOONOVER; NANCY HEITMAN

LOCATION OF PRIMARY ACTIVITIES (IF DIFFERENT THAN ABOVE ADDRESS):
11296 BEACH BLVD., STANTON CA 90680 (CR&R)

PHONE # (ORGANIZATION): ANN NGUYEN; PAM;

RESPONSIBLE PERSON PHONE #: (HOME): ANN (WORK): PAM

NAME OF COMPANY SUPPLYING BOOTH & FIREWORKS: TNT FIREWORKS

ADDRESS: 555 N. GILBERT STREET, FULLERTON CA 92833

PHONE #: 714-738-1002

EMAIL: WIIGT@TNTFIREWORKS.COM

BOOTH LOCATION: 12640 BEACH BLVD. STANTON CA 90680

- ☒ ATTACH PROOF OF GENERAL LIABILITY INSURANCE IN THE AMOUNT OF \$1 MILLION DOLLARS.
- ☒ ATTACH STATEMENT DESCRIBING THE BENEFITS YOUR ORGANIZATION PROVIDES TO THE COMMUNITY, INCLUDING SPECIFIC INFORMATION ABOUT EVENTS SPONSORED, INDIVIDUALS AND/OR GROUPS BENEFITTED; AND PROPOSED DISTRIBUTION OF FIREWORKS SALE PROCEEDS.
- ☒ ATTACH CHECK FOR (\$236.25) MADE PAYABLE TO THE CITY OF STANTON. (CHECK WILL BE REFUNDED IF YOUR ORGANIZATION IS NOT SELECTED.)

☒ WRITTEN PERMISSION FROM PROPERTY OWNER AUTHORIZING BOOTH LOCATION

☒ PROVIDE WRITTEN DOCUMENTATION OF ACTIVE NON PROFIT TAX EXEMPT STATUS FOR CHARITABLE PURPOSES, FROM THE CALIFORNIA STATE FRANCHISE TAX BOARD

+UNDER SECTION 17.04.020 OF THE STANTON MUNICIPAL CODE LICENSES! SHALL BE ISSUED ONLY TO NON-PROFIT ORGANIZATIONS OR CORPORATIONS! WHICH HAVE OBTAINED TAX-EXEMPT STATUS FROM THE STATE FRANCHISE TAX! BOARD AND WHICH ARE ORGANIZED PRIMARILY FOR VETERAN, PATRIOTIC,! SOCIAL WELFARE, CIVIC OR BUSINESS BETTERMENT, FRATERNAL, RELIGIOUS! OR CHARITABLE PURPOSES. EACH ORGANIZATION SHALL HAVE A PRINCIPLE! PLACE OF BUSINESS, PRINCIPLE MEETING PLACE OR A LOCATION FOR THE! CONDUCT OF ITS PRIMARY ACTIVITIES WITHIN THE CITY LIMITS AND SHALL! HAVE BEEN ESTABLISHED AND LICENSED UNDER CHAPTER 5.04 (IF REQUIRED)! WITHIN THE CITY CONTINUOUSLY FOR A MINIMUM OF ONE (1) YEAR PRIOR TO! THE FILING OF THE APPLICATION FOR THE LICENSE.

STATE RESALE NUMBER WILL BE REQUIRED FROM CALIFORNIA STATE BOARD OF EQUALIZATION. THE ORGANIZATION LISTED AS THE LICENSEE SHALL BE THE SAME ORGANIZATION LISTED ON THE SELLER'S PERMIT. A SELLER'S PERMIT SHALL NOT BE PROVIDED FOR A THIRD PARTY.

LICENSES ARE NOT TRANSFERABLE OR ASSIGNABLE AND WILL ONLY BE VALID FOR THE DATES SPECIFIED IN THE PERMIT AND WILL BE SUBJECT TO ALL CONDITIONS SET FORTH IN THEIR PERMIT.

APPLICATIONS AND SUPPORTING DOCUMENTS MUST BE FILED IN THE CITY MANAGER'S OFFICE BY NO LATER THAN 6:00 P.M., THURSDAY MAY 4th, 2023.
NO LATE APPLICATIONS WILL BE ACCEPTED.

FAILURE TO FILE BY THE DEADLINE OR MEET ANY OF THE ABOVE REQUIREMENTS WILL RESULT IN THE DISQUALIFICATION OF YOUR ORGANIZATION.

AS DULY AUTHORIZED OFFICER OF THE ABOVE NAMED ORGANIZATION, I HEREBY SUBMIT THE ABOVE APPLICATION AND ALL REQUIRED DOCUMENTS TO OBTAIN A CITY BUSINESS LICENSE TO CONDUCT THE SALE OF "SAFE AND SANE" FIREWORKS. I UNDERSTAND THAT FAILURE TO CORRECTLY COMPLETE THIS APPLICATION WILL RESULT IN ITS DISQUALIFICATION.

THE ORGANIZATION AND ITS WORKERS AGREE TO ABIDE BY ALL PROVISIONS OF THE CITY'S ORDINANCES AND RULES AND REGULATIONS, AS WELL AS THE COUNTY OF ORANGE REGULATIONS AND FEDERAL AND STATE LAWS.

"I DECLARE ALL OF THE INFORMATION CONTAINED IN OR SUBMITTED WITH THIS APPLICATION IS TRUE AND CORRECT".

SIGNATURE OF OFFICER



DATE

3/31/2023

Youth Assistance Foundation of Stanton

City of Stanton
7800 Katella Ave.
Stanton, CA 90680

RE: Fireworks Booth – Authorization Letter

Dear City of Stanton,

I, Pam Schoonover, am the board member and have been made an authorized representative for Youth Assistance Foundation of Stanton, which is a community oriented non-profit organization. I have been given authorization by the board to use our non-profit entity status to conduct the fireworks fundraiser for the Youth Assistance Foundation of Stanton and submit an application to the City of Stanton.

If I can be of further help, please don't hesitate to call me at (714) 206-7937. Thank you for your assistance.

Sincerely,



Board Member
Youth Assistance Foundation of Stanton

Youth Assistance Foundation of Stanton

City of Stanton
7800 Katella Ave.
Stanton, CA 90680

RE: Fireworks Booth – Written Statement

Dear City of Stanton,

I'm writing to you, to let you know what we are planning on doing with the profits from the fireworks stand this year. We will donate all or most of the money generated from the fireworks stand to the Stanton Santa's Siren. The money will be used to purchase toys for our event. Any left over money will be donated to the Boys and Girls Clubs and any other Stanton non-profit that we see is in need of funds.

Thank you,



Board Member
Youth Assistance Foundation



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 4/4/2023

ESL ID: 7220655074

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 1983857

Entity Name: YOUTH ASSISTANCE FOUNDATION OF STANTON

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is **not** in good standing with the Franchise Tax Board.
- ☒ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701.
- ☐ 4. We do not have current information about the entity.
- ☐ 5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov
Phone: 800-852-5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916-845-6500 from outside the United States


California
Relay Service: 711 or 800-735-2929 (For persons with hearing or speech impairments)



TO WHOM IT MAY CONCERN:

Permission is hereby granted to YOUTH FOUNDATION OF STANTON and
AMERICAN PROMOTIONAL EVENTS, INC., dba, TNT FIREWORKS, for the
exclusive right to use the property located at 12640 BEACH BLVD. in the City of
STANTON for their 2023 fireworks stand. It is understood that this sale will be
conducted in accordance with all City, County and State regulations, and the
property will be left clean and free of debris.

APEX REALTY, INC., agent for
PLAZA ON THE BOULEVARD LLC

By: (Sign) 

Print Name:

Aden Hill Sup of Apex Realty

Date:

5-1-23

Loc #XXX2575

INSPECTION DATE 6/29

NEW STAND - PUESTO NUEVO

TNT FIREWORKS

MCGILLS

STAND CONTRACT # _____ LOCATION# XXX2575 DATE 2014
BRAND TNT SALES ASSOCIATE T. FLORES
CITY STANTON ORGANIZATION YOUTH ASSISTANCE FOUNDATION
SIZE 8X48X8 CONSTRUCTION STYLE NN METAL—NEW BACK DOORS 0
BILLBOARDS 2 A-FRAMES 3 BANNERS YES PENNANTS YES FLAGS YES
SET-UP FROM 6/20 TO 6/25 DOWN DATE 7-9
ADDRESS 12900 BEACH BLVD.
INTERSECTION NEC BEACH & GARDEN GROVE (NEIGHBORHOOD WALMART)
THOMAS GUIDE OC
SPECIAL INSTRUCTIONS SET STAND AS SHOWN. FRONT OF STAND FACES WALMART
STAND BILLBOARDS FACE BEACH BLVD.

SETBACKS— CURBS

BUILDINGS 15'

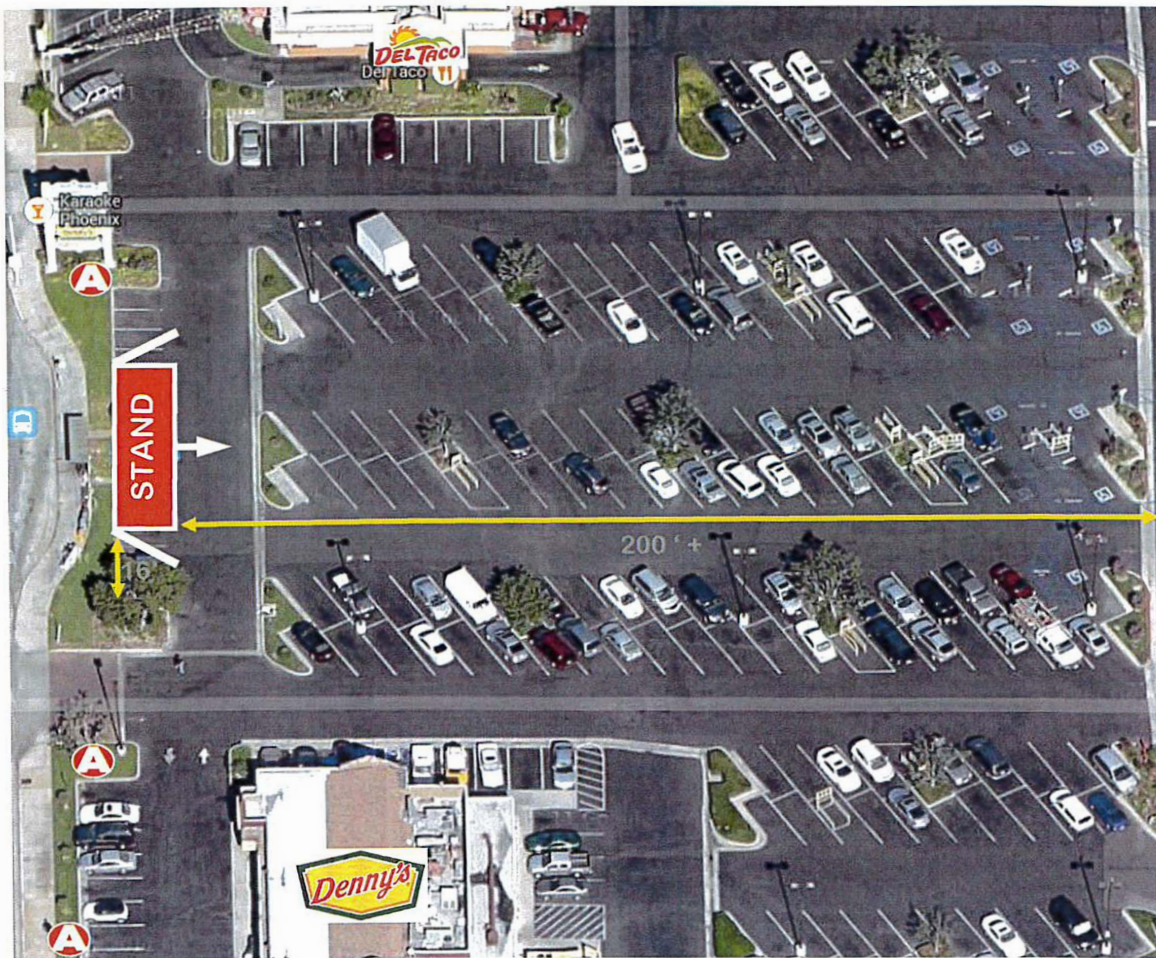
SIDEWALK

REVISION #

DATE

25'

BEACH BLVD



GARDEN GROVE BLVD.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2023

11/1/2022

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No. Ext): FAX (A/C, No):	
INSURED 1359665 American Promotional Events, Inc. DBA TNT Fireworks, Inc. 555 North Gilbert Avenue Fullerton CA 92833 XXX2575	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Indemnity Insurance Company	
	INSURER B: Arch Specialty Insurance Company	
	INSURER C: Berkshire Hathaway Homestate Ins Co	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES **CERTIFICATE NUMBER:** 12207317 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	SIRGL00242221	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000					
		MED EXP (Any one person) \$ 5,000					
		PERSONAL & ADV INJURY \$ 1,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$ XXXXXXXX				
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident) \$ XXXXXXXX				
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$ XXXXXXXX				
							\$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	Y	UXP0056189-09	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	N				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEO <input type="checkbox"/> RETENTIONS						\$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N	AMWC348084	11/1/2022	11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional Insured: Property located at 12640 Beach Blvd., Stanton, CA (XXX2575) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

CANCELLATION

12207317

Youth Assistance Foundation of Stanton & City of Stanton their officers, agents and employees when acting in their official capacities as such
7800 Katella Avenue
Stanton CA 90680

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

AUTHORIZED REPRESENTATIVE

rights reserved.



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$50.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Fire Engineering
Office of the State Fire Marshal
PO Box 944246, Sacramento, CA
94244-2460
(916) 568-2948

LICENSEE INFORMATION

Name (Last, First): HIATT, SONYA	Phone Number:
Mailing Address (Street Address, City, CA, Zip): 555 N. Gilbert St., Fullerton, CA, 92833	
Local Contact Person and Phone Number (if different from Licensee above): TERESA WIIG, (714) 738-1002	

STAND INFORMATION

Group Name: YOUTH ASSISTANCE FOUNDATION - XXX2575
Physical Address (Street Address, City, CA, Zip): 12640 BEACH BLVD., STANTON, CA, 90680
County of Stand Location: Orange

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.: W-1081
Contact Name: HIATT, SONYA	Phone Number: 714-738-1002

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Orange County Fire Authority
Physical Address (Street Address, City, CA, Zip): 1 Fire Authority Rd, IRVINE, CA, 92602

CAL Fire Validation No. 4068 Valid Through 06/28/2023-07/06/2023

03/09/2023

Signature of Fireworks Program Coordinator

Signature of Licensee

Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16.

DISPLAY THIS PERMIT CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH IT IS ISSUED

**CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
TEMPORARY SELLER'S PERMIT**



PERMIT NUMBER

210722848 - 00001

YOUTH ASSISTANCE FOUNDATION OF STANTON
YOUTH ASSISTANCE FOUNDATION OF STANTON
12640 BEACH BLVD
STANTON CA 90680-4008

EFFECTIVE DATE:

July 1, 2023 thru July 4, 2023

IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS OF
SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE
LOCATION.

YOU ARE REQUIRED TO OBEY ALL FEDERAL AND
STATE LAWS THAT REGULATE OR CONTROL
YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW
YOU TO DO OTHERWISE.

PLEASE RETAIN THIS DOCUMENT FOR YOUR
RECORDS.

THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (CRS:711).
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1-888-324-2798.

CDTFA-442-ST REV. 9 (2-22)

A MESSAGE TO OUR PERMIT HOLDER

As a permittee, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:

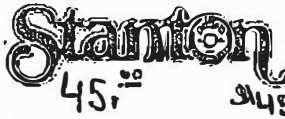
- Our website at www.cdtfa.ca.gov.
- Our toll-free Customer Service Center at 1-800-400-7115 (CRS:711). Customer service representatives are available Monday through Friday from 7:30 a.m. to 5:00 p.m. (Pacific time), except state holidays.

As a permittee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a California Department of Tax and Fee Administration (CDTFA) representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes.

You must notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. This permit is valid only for the owner specified on the permit. A person who obtains a permit and ceases to do business, or never commenced business, shall surrender their permit by immediately notifying CDTFA in writing at this address: California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the permit to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a permit may be disclosed to other government agencies.



SPECIAL EVENT / TEMPORARY USE PERMIT

☐ Special Event Permit (\$75) ☐ Special Event Amendment (\$20) ☐ Temporary Use Permit (\$155.00)

Business Name YOUTH ASSISTANCE FOUNDATION OF STANTON

Applicant Name ANN NYUGEN/ PAM SCHOONOVER

Daytime Phone [REDACTED]

Event Address 12640 BEACH BLVD.

Event Type FIREWORKS BOOTH

Event Description FIREWORKS FUNDRAISING SALES

Non-Profit Event? **YES** ☒ **NO** ☐ - Dates 7/1 to 7/4 Hours 9am to 9m

****Proof of Non-Profit Status required prior to approval or at time of application.****

ADDITIONAL INFORMATION

Will any parking spaces be blocked off? **YES** ☒ **NO** ☒

Will any aisles or driveways be obstructed? **YES** ☒ **NO** ☐

Types of advertising devices to be used? (mark all that apply)

☐ None ☒ Banners ☒ Flags/Pennants ☒ Flyers ☐ In-store promo

☒ Other, please list A-FRAMES; LIGHTS

Will you be using outdoor electrical equipment? (extension cords, power strips, outdoor lighting, etc.)

YES ☒ **NO** ☐ If yes, please describe GENERATOR

Will you be using any temporary structures such as tents, booths, etc.?

YES ☒ **NO** ☐ If yes, please describe EZ-UPS

****A site plan including all above-noted information is required at time of application.****

I hereby state that this, along with the attached diagram, is a true representation of the proposed sales event. I understand that the conduct of any activities not hereby approved, or which are in violation of local ordinances, will be grounds for termination of the event. I understand that if Orange County Sheriff Department Services are required as a result of this event, I will be required to pay for said services.

Signature of Event Operator [REDACTED]

Date 3/31/2023

PROPERTY OWNER INFORMATION

Property Owner(s) Name see attached Daytime Phone

Address see attached

I hereby give authorization to the above-mentioned person(s) for the abovementioned event to be conducted on my property located at see attached

(property address)

Signature of Property Owner see attached

Date

CITY USE ONLY

Approval **YES** ☐ **NO** ☐ Approved By Date

Remarks

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 23, 2023

SUBJECT: RESOLUTIONS TO SUBMIT APPLICATIONS FOR THE LAND AND WATER CONSERVATION FUND, STANTON CENTRAL PARK IMPROVEMENT PROJECT AND DOTSON PARK SPLASH PAD

REPORT IN BRIEF:

Staff are seeking approval of Resolution No. 2023-09 and Resolution No. 2023-10, authorizing applications for the Land and Water Conservation Fund (LWCF) Grant for the Stanton Central Park Improvement Project and Dotson Park Splash Pad.

RECOMMENDED ACTION:

1. City Council declare 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. Adopt Resolution No. 2023-09, approving an application for the Land and Water Conservation Fund grant, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND FOR THE STANTON CENTRAL PARK IMPROVEMENT PROJECT"; and

3. Adopt Resolution No. 2023-10, approving an application for the Land and Water Conservation Fund grant, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND FOR THE DOTSON PARK SPLASH PAD IMPROVEMENT PROJECT".

BACKGROUND:

On January 23, 2023, the Parks, Recreation and Community Services Commission met to discuss their budget priorities and recommendations for the coming fiscal year. Commissioners highlighted requests from the community for various programs and projects, including a request to upgrade the Stanton Central Park tennis courts.

Stanton Central Park was completed in June of 2016; however, the tennis courts were not renovated as part of this project. Commissioners asked staff to address the dated surfacing, inadequate lighting, add dividers to the courts and replace the fencing.

The Stanton City Council met on Tuesday, May 16, 2023, for a Budget Workshop and reviewed the priorities recommended by the Commission. The City Council directed staff to apply for the LWCF grant to support the renovation of the Stanton Central Park tennis courts.

In addition, staff were recently notified of emergency repairs needed for the Dotson Park splash pad, at a cost that was not anticipated or budgeted. The City Council directed staff to seek funding for a complete replacement of the amenity as opposed to the temporary repairs. Council members also noted the value and high need for this type of amenity in the Dotson Park neighborhood, as residents have expressed that this is their only accessible relief during hot summer months.

LWCF grants provide funding for the acquisition or development of land to create new outdoor recreation opportunities for the health and wellness of Californians.

ANALYSIS AND JUSTIFICATION:

Applications for the LWCF grant are due June 1, 2023. The applications must include confirmation that the City Council has adopted a resolution authorizing the application as a requirement for eligibility. Resolution No. 2023-09 and No. 2023-10 are included as Attachments A and B.

An estimated \$30 million is available for this grant cycle in California. Local agencies can request a maximum of \$6 million and a 50% match is required for all projects. Applications will be reviewed over the summer and awardees will be notified in the Winter of 2023, see program timeline in Attachment C.

Staff are working to finalize the detailed budget narratives, CEQA compliance, site plans, and other required documents. At Stanton Central Park, an estimated \$450,000 will be required to complete the renovation of the tennis courts and address concerns with the existing infrastructure surrounding the courts. An estimated \$425,000 will be required to complete the replacement of the splash pad at Dotson Park.

FISCAL IMPACT:

If the City is successful in securing grant funding for 50% of the project costs, then the City would need to fund \$225,000 of the total project costs (50%) for Stanton Central Park and \$212,500 of the total project costs at Dotson Park to satisfy the grant's matching requirement. The City Council could choose to fund the matching requirements from a number of discretionary sources, including: the General Fund (#101), the Park In-Lieu Fees Fund (#310) (if additional revenue is available), or the American Rescue Plan Act (ARPA) Fund (#257).

ENVIRONMENTAL IMPACT:

None. This item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(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).

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

Obj. No. 3: Provide a quality infrastructure.

Obj. No. 5: Provide a high quality of life.

Prepared by: Zenia Bobadilla, Community Services Director

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment(s):

- A. Resolution No. 2023-09
- B. Resolution No. 2023-10
- C. Program Timeline

RESOLUTION NO. 2023-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA
APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION
FUND FOR THE STANTON CENTRAL PARK IMPROVEMENT PROJECT**

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing applications by local agencies under the program; and

WHEREAS, the applicant certifies by resolution the approval of the application and the availability of eligible matching funds prior to submission of the application to the State.

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

SECTION 1: Approves the filing of an application for Land and Water Conservation Fund assistance for the proposed; Stanton Central Park Improvement Project.

SECTION 2: Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide.

SECTION 3: Agrees to abide by 54 U.S.C. §200305(f)(3) which requires, “No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.”

SECTION 4: Certifies that said agency has matching funds from eligible source(s) and can finance 100 percent of the project, which up to half may be reimbursed.

SECTION 5: Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

SECTION 6: Appoints the City Manager as agent of the applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project.

PASSED, APPROVED, ADOPTED, AND SIGNED this 23rd day of May, 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. 2023-09 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 May 23, 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

RESOLUTION NO. 2023-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA
APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION
FUND FOR THE DOTSON PARK SPLASH PAD IMPROVEMENT PROJECT**

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing applications by local agencies under the program; and

WHEREAS, the applicant certifies by resolution the approval of the application and the availability of eligible matching funds prior to submission of the application to the State.

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

SECTION 1: Approves the filing of an application for Land and Water Conservation Fund assistance for the proposed; Dotson Park Splash Pad Improvement Project.

SECTION 2: Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide.

SECTION 3: Agrees to abide by 54 U.S.C. §200305(f)(3) which requires, “No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.”

SECTION 4: Certifies that said agency has matching funds from eligible source(s) and can finance 100 percent of the project, which up to half may be reimbursed.

SECTION 5: Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

SECTION 6: Appoints the City Manager as agent of the applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project.

PASSED, APPROVED, ADOPTED, AND SIGNED this 23rd day of May, 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. 2023-09 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 May 23, 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



Land and Water Conservation Fund (LWCF) Competitive Program Timeline

Date	Milestone/Task
January/February 2023	Application Webinars <i>Technical assistance by the Competitive Program Team</i>
June 1, 2023 Before 5:00pm	Application Deadline
Summer 2023	Application review
Winter 2023	Department announces recommended projects
Early 2024	Post-Selection Requirements Workshop <ul style="list-style-type: none">• Section 106• Application & Revision (A&R) Form (including NEPA analysis)• LWCF Boundary Map• UASFLA appraisal with independent review (for acquisition projects)
2024	Applicants Complete Post-Selection Requirements (average 6-12 months)
2024 – 2025	State forwards applications to National Park Service as post-selection requirements are complete, first come-first serve basis <ul style="list-style-type: none">• FFY 24 – funding certificate rec'd mid-2024; OGALS can enter projects in federal database for funding approval• FFY 25 funding – funding certificate rec'd mid-2025; OGALS can enter projects in federal database for funding approval
Late 2024 through Late 2025	Approximate Start Date
Grant Performance Period	Date of NPS Approval - up to 3 years to complete project. <i>Pre-award project planning costs (design, planning, Section 106, CEQA, etc.) can be incurred up to three years before the NPS approval date.</i>

Please contact your [Competitive Review Project Officer](#) with additional questions.