



**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 June 27, 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: June 22, 2023

s/ Patricia A. Vazquez, City Clerk / Secretary

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**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: (864 7963 9389)** 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/86479639389?pwd=enFhMlhnVW9lNXMySHdEYnowbFhhUT09>

**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](mailto: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](mailto: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, JUNE 27, 2023**  
**SPECIAL CLOSED SESSION - 5:30 P.M.**  
**JOINT REGULAR SESSION - 6:30 P.M.**

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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](http://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

**4B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**

**Significant exposure to litigation pursuant to Government Code Section 54956.9(d) (2)**

Number of Potential Cases: 1

**4C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

**Existing litigation pursuant to Government Code section 54956.9(d)(1)**  
**Number of cases: 1**

Mars Olsen, Duane Denny Elizondo and Douglas Dionne vs. City of Stanton, Orange County Superior Court Case Number: 30-2020-01169774-CU-CR-CXC

**4D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**  
(Pursuant to Government Code Section 54957.6)

Title: City Manager

**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**

Proclamation declaring the month of July 2023 as Parks and Recreation Month in the City of Stanton.

**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 June 1, 2023 – June 15, 2023, in the amount of \$1,994,548.84.

**9C. APPROVAL OF MINUTES**

City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – June 13, 2023.

**9D. SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH WILLDAN FINANCIAL SERVICES FOR THE PREPARATION OF AN OVERHEAD COST ALLOCATION PLAN AND COMPREHENSIVE USER FEE STUDY**

On January 12, 2021, the City entered into an agreement with Willdan Financial Services for the preparation of an overhead cost allocation plan and comprehensive user fee study. On June 28, 2022, the City Council approved the first amendment to the agreement to extend the term of the agreement to June 30, 2023. The project is still in process due to the turnover in the Community and Economic Development and Public Works Departments over the last year. Therefore, staff requests that the City Council approve the proposed second amendment to extend the term of the agreement to allow sufficient time for the study to be completed (Attachment A).

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize the City Manager to execute the second amendment to the agreement with Willdan Financial Services to extend the term for the preparation of an overhead cost allocation plan and a comprehensive user fee study.

**9E. APPROVAL OF COOPERATIVE AGREEMENT NO. C-3-2435 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

As part of the Regional Traffic Signal Synchronization Program, Orange County Transportation Authority (OCTA) is looking to work with local agencies to coordinate traffic signals across multiple jurisdictional boundaries. The Project will be managed and implemented by OCTA and the participating Agencies would be providing documents/records and support. Staff is recommending approval of the Cooperative

Agreement with OCTA to become a participating agency to help improve traffic signal timing, enhance traffic flow, and reduce traffic congestion throughout the City.

**RECOMMENDED ACTION:**

1. City Council declare 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 change in the environment; and
2. Approve OCTA Cooperative Agreement No. C-3-2435 to participate in the Countywide Signal Synchronization Baseline Project; and
3. Authorize the City Manager to bind the City of Stanton and the OCTA in a contract to implement the project.

**9F. APPROVAL OF THIRD AMENDMENT EXTENDING THE CONTRACT WITH QUALITY MANAGEMENT GROUP, INC. TO PROVIDE PROFESSIONAL PROPERTY MANAGEMENT SERVICES**

Quality Management Group, Inc. (QMG) has been providing professional property management services for the City/Housing Authority-owned properties within the Tina-Pacific neighborhood since 2020. The professional services agreement, as currently amended, expires on July 1, 2023. If approved, this Third Amendment will extend the term of the agreement through June 30, 2024 and increase the not-to-exceed compensation amount to cover 12 months of professional property management services.

**RECOMMENDED ACTION:**

1. Stanton Housing Authority/City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(3) and 15378(b)(5); and
2. Approve the Third Amendment to the existing agreement with QMG extending the term by 12 months and the associated not-to-exceed compensation amount by ninety thousand dollars (\$90,000); and
3. Authorize the City Manager/Executive Director to execute the Third Amendment to the existing agreement with QMG.

**END OF CONSENT CALENDAR**

**10. PUBLIC HEARINGS**                      **None.**

**11. UNFINISHED BUSINESS**                      **None.**

## **12. NEW BUSINESS**

### **12A. GRANT ADMINISTRATION AGREEMENT WITH THE HOPE CENTER OF ORANGE COUNTY**

The City was designated as the recipient of \$5,000,000 as part of the Byrne Discretionary Grants program. The grant must be used for the project of the North Orange County Public Safety Task Force. The North Orange County Public Safety Collaborative's Coordinating & Advisory Board has directed that the funds be used to sponsor the programs and activities of the HOPE Center of Orange County (HOPE Center). This agreement ensures that the City's disbursement, and the HOPE Center's use, of the grant funds complies with all applicable legal requirements.

#### **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. Approve the Grant Administration Agreement and authorize the City Manager to execute said Agreement; and
3. Ratify payments made to HOPE Center from September 1, 2022, through June 27, 2023.

### **12B. STANTON'S SIDEWALK VENDING ORDINANCE**

At the March 28, 2023, Council meeting, the Council received consensus and directed staff to proceed with researching the feasibility of a moratorium on sidewalk vending. Subsequently, the City Attorney's Office researched the feasibility of a moratorium and conducted a review of various ordinances related to food vending in Southern California. A moratorium is not recommended at this time, as State law limits the City's ability to restrict sidewalk vending. Moreover, Stanton's current ordinance generally represents the current state of best practices under sidewalk vending regulation under Senate Bills 946 and 972. That said, there are modifications proposed in the report if the Council wishes to be more specific or stringent.

#### **RECOMMENDED ACTION:**

1. City Council declare this action to be exempt under the California Environmental Quality Act ("CEQA"), the project is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Title 14 of the California Code of Regulations); and
2. Consider whether to direct the City Attorney to bring back modifications to the City's sidewalk vending ordinance.

### **13. ORAL COMMUNICATIONS - PUBLIC**

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

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

### **14. WRITTEN COMMUNICATIONS                      None.**

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

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

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

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

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

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

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

Currently Scheduled:                      None.

**15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE CREATION AND IMPLEMENTATION OF A GREENSCAPE PROGRAM WITHIN THE CITY**

At the June 13, 2023, City Council meeting, Council Member Warren requested that this item be agendaized for discussion. Council Member Warren is requesting to discuss the creation and implementation of a greenscape program within the City.

**RECOMMENDED ACTION:**

City Council provide direction to staff.

**15E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING INSTALLATION OF A SECURITY CAMERA SYSTEM INTO THE CITY COUNCIL CHAMBERS**

At the June 13, 2023, City Council meeting, Council Member Torres requested that this item be agendaized for discussion. Council Member Torres is requesting to discuss the installation of a security camera system into the City Council Chambers, that could also be integrated and host the broadcasting of City Council meetings.

**RECOMMENDED ACTION:**

City Council provide direction to staff.

**15F. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE CREATION OF A SOCIAL HOST ORDINANCE PERTAINING TO FIREWORKS**

At the June 13, 2023, City Council meeting, Mayor Shawver requested that this item be agendaized for discussion. Mayor Shawver is requesting to discuss the creation of a social host ordinance pertaining to fireworks.

**RECOMMENDED ACTION:**

City Council provide direction to staff.

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

**17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**

## **17A. ORANGE COUNTY SHERIFF'S DEPARTMENT**

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

## **18. ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 22<sup>nd</sup> day of June, 2023.

s/ Patricia A. Vazquez, City Clerk/Secretary

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CITY OF STANTON  
**PROCLAMATION**  
**PARKS AND RECREATION MONTH**  
**JULY, 2023**

**WHEREAS**, Parks and Recreation programs are an integral part of communities throughout this country, the City of Stanton recognizes the benefits derived from parks and recreation resources; and

**WHEREAS**, Parks and Recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

**WHEREAS**, Parks and Recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

**WHEREAS**, Parks and Recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

**WHEREAS**, Parks and Recreation is a leading provider of healthy meals, nutrition services and education; and

**WHEREAS**, Parks and Recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

**WHEREAS**, Parks and Recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**WHEREAS**, Parks and Recreation is fundamental to the environmental well-being of our community; and

**WHEREAS**, Parks and Recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

**WHEREAS**, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

**WHEREAS**, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

**WHEREAS**, the City of Stanton recognizes the many benefits of utilizing parks, facilities, programs, and services and celebrates the success and contributions of our Community Services Department.

**NOW, THEREFORE, LET IT BE RESOLVED**, that I, David J. Shawver, Mayor of the City of Stanton do hereby declare the month of July, 2023 to be **PARKS AND RECREATION MONTH** throughout the City of Stanton, and in doing so encourage the citizens of this community to join with me in recognizing the importance of access to local parks, open space, and facilities for the health, wellness, development, inspiration, and safety for all residents.

*IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF THE CITY OF STANTON  
THIS 27<sup>TH</sup> DAY OF JUNE, 2023.*

*David John Shawver*  
DAVID J. SHAWVER, MAYOR



# Item: 9B

*Click here to return to the agenda.*

## CITY OF STANTON ACCOUNTS PAYABLE REGISTER

**June 1, 2023-June 15, 2023**

<b>Electronic Transaction Nos.</b>	<b>2628-2654</b>	<b>\$</b>	<b>1,528,391.13</b>
<b>Check Nos.</b>	<b>136649-136692</b>	<b>\$</b>	<b>466,157.71</b>

<b>TOTAL</b>	<b>\$</b>	<b>1,994,548.84</b>
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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**

*Michelle Bannigan*  
\_\_\_\_\_  
**Finance Director**

## Accounts Payable

## Checks by Date - Detail by Check Number

User: JRodriguez  
 Printed: 6/19/2023 10:52 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2628	GOL1321 May 11	GOLDEN STATE WATER COMPANY Water Services Median April 10 - May 11	06/02/2023	243.63
Total for Check Number 2628:				243.63
2629	SOC2734 05/23/23 05/23/23 05/25/23 05/25/23	SO CAL EDISON Electric Service - Medians - May Stanton District Light - May Electric Service - Medians - May Electric Service - Building - May	06/02/2023	23.19 51.01 11.14 7,770.25
Total for Check Number 2629:				7,855.59
2630	MET12565 Jun-23 Jun-23	METLIFE SBC Jun 23 Metlife Dental - City Share Jun 23 Metlife Dental - Employee Share	06/02/2023	131.78 30.76
Total for Check Number 2630:				162.54
2631	GOL1321 May 12	GOLDEN STATE WATER COMPANY Water Services Median April 4 - May 4	06/06/2023	166.74
Total for Check Number 2631:				166.74
2632	BOY14668 YD415	BOYS AND GIRLS CLUB OF BUENA PA Buena Park CBO - Focus Area #1 - May 2023	06/05/2023	2,500.00
Total for Check Number 2632:				2,500.00
2633	KAN13336 Y5, Jan-Apr 23 Y5, Jan-Apr 23	SOO KANG Regional Special Dept Expense - Vehicle - Jan-A Regional Special Dept Expense - Communicatio	06/05/2023	2,400.00 600.00
Total for Check Number 2633:				3,000.00
2634	VSP13387 817961579 817961579	VISION SERVICE PLAN - (CA) June 2023 Health Ins - Employer VSP June 2023 Health Ins - Employee VSP	06/05/2023	473.42 60.38
Total for Check Number 2634:				533.80
2635	REC16138 29932 30215 30236 30292 30301 30302 30304 51837115 52011592	RECTRAC REFUNDS Deposit Refund for Sustina Fagamanu 6/3/2023 Deposit Refund for Christina Mavis 6/4/2023 Deposit Refund for Amanda Holguin 6/3/2023 Deposit Refund for Fredrick Lagman 5/27/2023 Deposit Refund for Karina De La Rocha 5/27/20 Deposit Refund for Katherine Gabayeron 5/28/21 Deposit Refund for Leslie Ramos 5/28/2023 Deposit Refund for Erica Trujillo 6/4/2023 Deposit Refund for Tommy Uong 5/28/2023	06/05/2023	200.00 300.00 100.00 150.00 150.00 150.00 150.00 150.00 150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	52025144	Deposit Refund for Heidi Kutz 6/3/2023		150.00
	52095797	Deposit Refund for Kaija Clark 6/4/2023		150.00
	52140181	Deposit Refund for Kip Smith 6/4/2023		100.00
	52528792	Deposit Refund for Thien Pham 5/28/2023		100.00
	53152575	Class cxi due to low enrollment. Full refund// Jo:		165.00
	53160749	Deposit Refund for Victor Amaya 6/3/2023		50.00
	53402063	Deposit Refund for Nema Ibrahim 5/29/2023		200.00
	53799331	Deposit Refund for Chana Dufur 5/30/2023		100.00
			Total for Check Number 2635:	2,515.00
2636	SOC2734	SO CAL EDISON	06/06/2023	
	05/30/23	Electric Service - Signals - May		68.44
	05/30/23	Electric Service - Medians - May		61.83
			Total for Check Number 2636:	130.27
2637	OCF2164	OC FIRE AUTHORITY	06/09/2023	
	S0484998	4th Quarter Vehicle Replacement		13,869.00
	S0484998	4th Quarter Contract		593,563.50
	S0484998	4th Quarter Contract		705,137.75
	S0484998	4th Quarter Facilities Maint.		3,218.25
			Total for Check Number 2637:	1,315,788.50
2638	OCA2137	COUNTY OF ORANGE TREASURER- T	06/09/2023	
	SH 65332	Sheriff Contract Services(Pilot Program/Homele		9,648.52
	SH 65380	Sheriff Contract Services(Pilot Program/Homele		20,121.28
	STTM001140	800Mhz (SST1) March, 2023		129.73
			Total for Check Number 2638:	29,899.53
2639	BES12575	BEST BEST & KRIEGER LLP	06/09/2023	
	965526	General Fees thru 04-30-2023		15,379.00
	965529	Labor & Unemploment thru 04-30-2023		183.60
	965530	DFN 19-0121 Fees thru 04-30-2023 (Tina/ Pacif		765.00
	965531	Labor & Unemployment thru 04-30-2023 (Matte		18,813.80
	965532	General Fees thru 04-30-2023 (Applicant-Initiate		90.00
	965533	General Fees thru 04-30-2023 (Special Projects)		1,866.60
	965533	General Fees thru 04-30-2023 (Records Retentio		154.00
	965534	Tina/ Pacific Development Fees thru 4-30-2023		1,081.20
	965534	Tina/ Pacific Development Fees thru 4-30-2023		1,081.20
	965534	Tina/ Pacific Development Fees thru 4-30-2023		1,081.20
	965535	DFN 19-0121 Fees thru 04-30-2023 (Tina/ Pacif		30.60
	965536	DFN 19-0121 Fees thru 04-30-2023 (Tina/ Pacif		12,824.80
			Total for Check Number 2639:	53,351.00
2640	CAR15676	CARL WARREN & COMPANY	06/09/2023	
	6/5/2023	General Liability Account Fund Replenishment		855.06
			Total for Check Number 2640:	855.06
2641	ATH16520	ATHENS ADMINISTRATORS	06/09/2023	
	REQUEST 004	Account Escrow Replenishment		2,363.03
			Total for Check Number 2641:	2,363.03
2642	BEN15755	BENEFIT COORDINATORS CORPORAT	06/09/2023	
	12829	June 2023 Prism Disability Ins - City		2,502.98
	12829	June 2023 Prism Life Ins - City		453.60
	12829	June 2023 Prism Life Ins - Employee		613.60

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 2642:				3,570.18
2643	SOC2734	SO CAL EDISON	06/09/2023	
	06/05/2023	Stanton District Light - May		11,053.53
	06/05/2023	Electric Service - SCP - May		2,978.14
	06/05/2023	Electric Service - Signals - May		1,026.94
	06/05/2023	Electric Service - Signals - May		62.70
Total for Check Number 2643:				15,121.31
2644	INT1569	INTERNAL REVENUE SERVICE	06/09/2023	
	6/8/2023	(FD) Federal Tax Withholding		22,392.34
	6/8/2023	(MC) Medicare - Employee Share		2,579.60
	6/8/2023	(ME) Medicare - City Share		2,579.60
Total for Check Number 2644:				27,551.54
2645	EDD1067	EDD	06/12/2023	
	6/8/2023	State Tax Withholding		8,110.75
	6/8/2023	State Unemployment		51.22
Total for Check Number 2645:				8,161.97
2646	MIS16496	MISSIONSQUARE	06/12/2023	
	PPE 06/08/2023	PPE 06/08/2023 - #302393		3,365.00
Total for Check Number 2646:				3,365.00
2647	REC16138	RECTRAC REFUNDS	06/12/2023	
	29452	Deposit Refund #29452 Alejandra Gaytan		500.00
Total for Check Number 2647:				500.00
2648	SOC2734	SO CAL EDISON	06/13/2023	
	06/08/23	Electric Service-Parks May		803.91
Total for Check Number 2648:				803.91
2649	JEN14424	ANA JENSEN	06/13/2023	
	PPE 06/03/23	Wage Garnishment PPE 06/03/23 Ana Jensen		400.00
Total for Check Number 2649:				400.00
2650	CAS680	CA ST PERS 103	06/14/2023	
	PPE 06/03/23	PERS - City's Share - New T3		5,209.91
	PPE 06/03/23	PERS - Employee New T3		4,707.75
	PPE 06/03/23	PERS - Survivor New T3		24.18
	PPE 06/03/23	PERS - Employee Buy Back		23.93
	PPE 06/03/23	PERS - City's Share T1		2,718.24
	PPE 06/03/23	PERS - Employee Classic T2		3,434.86
	PPE 06/03/23	PERS - Survivor (Employee) T1		7.44
	PPE 06/03/23	03/26/2023 - 05/20/2023 Arrears Contribution Jc		95.72
	PPE 06/03/23	PERS - Survivor Classic T2		7.44
	PPE 06/03/23	PERS - City's Share - Classic T2		4,234.68
	PPE 06/03/23	PERS - Employee's Share T1		1,750.48
Total for Check Number 2650:				22,214.63
2651	HOP16467	HOPE CENTER OF ORANGE COUNTY	06/14/2023	
	2023-0010	North OC Regional Outreach & Engagemnet Ser		24,406.63

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 2651:				24,406.63
2652	PUB15477 PPE 06/08/2023	PUBLIC AGENCY RISK SHARING AUT PARS - PPE 06/08/2023	06/14/2023	1,449.41
Total for Check Number 2652:				1,449.41
2653	REC16138 30074	RECTRAC REFUNDS Refund Receipt# 30074 Civic Banquet Hall 10/1	06/15/2023	1,200.00
Total for Check Number 2653:				1,200.00
2654	AFL187 122305 122305	AFLAC-FLEX ONE June 23 Employee (Aflac) June 23 Employee (Life Ins & Disability Ins)	06/15/2023	132.45 149.41
Total for Check Number 2654:				281.86
136649	AGU16669 523122259	BEVERLY AGUILAR Deposit Refund for #52312259 Beverly Aguilar	06/15/2023	100.00
Total for Check Number 136649:				100.00
136650	AGU16571 30343	JENNIFER AGUILAR Deposit Refund #30343 for Jennifer Aguilar 5/27	06/15/2023	100.00
Total for Check Number 136650:				100.00
136651	ALL228 85956	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Sevices 5/14/23-5/27/23	06/15/2023	2,527.20
Total for Check Number 136651:				2,527.20
136652	ALT16658 IS656338	ALTA LANGUAGE SERVICES, INC Bilingual Language Certification Tests (x10)	06/15/2023	550.00
Total for Check Number 136652:				550.00
136653	AME15118 531273	AMERICAN RENTALS, INC Skiploader Rental	06/15/2023	1,801.26
Total for Check Number 136653:				1,801.26
136654	ARC16661 ST336781	ELMO REY B. ARCIAGA Citation Refund #ST336781 for Elmo Rey B. Ar	06/15/2023	92.00
Total for Check Number 136654:				92.00
136655	ATT377 6/7/2023 6/7/2023 6/7/2023	AT&T Cerritos/ Dale - May Cerritos/ Magnolia - May Cerritos/ Knott - May	06/15/2023	22.78 22.85 22.78
Total for Check Number 136655:				68.41
136656	BEA14942 18824 18968	BEAR ELECTRICAL SOLUTIONS, INC Maintenance Service - Apr Response Service - Aor	06/15/2023	1,045.00 3,900.00
Total for Check Number 136656:				4,945.00
136657	BOY13501	BOYS & GIRLS CLUBS OF GARDEN GI	06/15/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2032L	Contractual Services - May 2023		563.13
			Total for Check Number 136657:	563.13
136658	CAS662 660840	CA ST DEPT OF JUSTICE JUNE 2023/ FINGERPRINTS	06/15/2023	147.00
			Total for Check Number 136658:	147.00
136659	CLI14334 0562305601A Retention #1	CLIMATEC, LLC Stanton City Hall Fire Alarm Upgrade Project Retention 5%	06/15/2023	7,000.00 -350.00
			Total for Check Number 136659:	6,650.00
136660	CON13243 76572	CONTINENTAL CHEMICAL & SANITAI Janitorial supplies	06/15/2023	1,512.71
			Total for Check Number 136660:	1,512.71
136661	FIR1181 82176138	CORELOGIC SOLUTIONS, LLC MAY-2023/ Geographic Package - Realquest	06/15/2023	315.00
			Total for Check Number 136661:	315.00
136662	CSU14679 50191022 50191122 AR173069	CSU FULLERTON ASC Regional CBO - Project Evaluation (Apr 2023) Regional CBO - Resource Map (Apr 2023) Regional CBO - Focus Area #1 - Apr 2023	06/15/2023	14,472.70 8,355.25 16,058.69
			Total for Check Number 136662:	38,886.64
136663	DEL12302 10673130181 10673130181 10673130181	DELL MARKETING LP Domain Controller Server - PowerEdge Rails & Mounting Equipment - ReadyRails Windows Server Update Services (WSUS) Serve	06/15/2023	9,650.16 57.33 7,127.87
			Total for Check Number 136663:	16,835.36
136664	ECO15351 27836 27883 27907	ECONO TIRE, INC Oil Change on Tacoma 1570738 Oil change on Rav 4 and tire patch Oil change and rotation on Rav4 (Lic 1608075)	06/15/2023	80.00 85.00 90.00
			Total for Check Number 136664:	255.00
136665	HER15003 29506	ABEL HERNANDEZ Deposit Refund #29506 for Abel Hernandez 05/2	06/15/2023	400.00
			Total for Check Number 136665:	400.00
136666	HIL1466 83277	HILL'S BROS LOCK & SAFE INC Repair office door at SCP	06/15/2023	270.56
			Total for Check Number 136666:	270.56
136667	HUB16655 232669.1	HUB COLLECTIVE LTD. City Branding & Messaging: Phase 1	06/15/2023	7,799.79
			Total for Check Number 136667:	7,799.79
136668	INF1555 2023050014	IRC, INC Background checks from 5/1/2023 - 6/1/2023	06/15/2023	536.49

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136668:				536.49
136669	HUN12150	JOHN L. HUNTER & ASSOCIATES, INC	06/15/2023	
	STA1FOG12304	FOG - Apr 23		232.50
	STA1MS412304	NPDES - Apr 23		4,351.41
Total for Check Number 136669:				4,583.91
136670	MAS16381	MASTER JANITORIAL SERVICE, LLC	06/15/2023	
	0623	City Janitorial Services - June		4,275.00
Total for Check Number 136670:				4,275.00
136671	NAT2050	NATIONWIDE ENVIRONMENTAL SVC	06/15/2023	
	33265	Sweeper Services for June 2023		12,052.31
Total for Check Number 136671:				12,052.31
136672	NGU16665	TRANG NGUYEN	06/15/2023	
	2022-619	C&D Deposit Refund for Permit #2022-629// Tr		1,800.00
Total for Check Number 136672:				1,800.00
136673	OCS2185	O C SANITATION DISTRICT	06/15/2023	
	Feb-23	OC San Dist - Feb 23 Connection Fees		4,210.03
	Jan-23	OC San Dist - Jan 23 Connection Fees		1,685.50
	Mar-23	OC San Dist - Mar 23 Connection Fees		75,317.81
Total for Check Number 136673:				81,213.34
136674	OFF16660	OFFICE FURNITURE CONCEPTS	06/15/2023	
	72763	Furniture-Office: Conference Rooms/ Senior Sta		8,323.40
Total for Check Number 136674:				8,323.40
136675	PSI11874	PSI	06/15/2023	
	39599	Tagnators Graffiti remover		331.69
Total for Check Number 136675:				331.69
136676	QUA15782	QUALITY MANAGEMENT GROUP, INC	06/15/2023	
	2023-05	Property Management Svcs for Tina Pacific Dev		6,250.00
	2023-05-PR	CM & Maintainance Salaries for Tina Pacific De		8,016.66
	2023-06	Property Management Svcs for Tina Pacific Dev		6,250.00
	2023-06-PR	CM & Maintenance Salaries for Tina Pacific Dev		8,016.66
Total for Check Number 136676:				28,533.32
136677	RES2489	RESOURCE BUILDING MATERIALS	06/15/2023	
	3594916	Asphalt for pothole repair		125.06
Total for Check Number 136677:				125.06
136678	RJM2515	RJM DESIGN GROUP INC	06/15/2023	
	35686	Design for Premier Park Renovation Project		10,894.05
Total for Check Number 136678:				10,894.05
136679	SDI16290	SDI PRESENCE LLC	06/15/2023	
	12426	MAR-23/ IT Support/ Mgmt Svcs		2,880.00
	12688	APR-23/ IT Support/ Mgmt Svcs		2,880.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136679:				5,760.00
136680	SOC12606	SO CAL INDUSTRIES	06/15/2023	
	633044	Fence for 10652 Bell St - June		59.11
	633045	Fence for Magnolia and Tina Way - June		603.27
	633790	Fence rental for 8970 Pacific - June		231.21
	633791	Fence rental for 8870 Pacific - June		208.58
Total for Check Number 136680:				1,102.17
136681	GAS1282	SOCALGAS	06/15/2023	
	5/30/2023	Gas service - City Hall - May		140.52
	6/5/2023	Gas Services - Corp Yard - May		26.73
Total for Check Number 136681:				167.25
136682	BCN14064	SOLEX - FUSION	06/15/2023	
	132266430	LAN LINES Burgular Alarms/ Fire/ APR-2023		1,367.41
Total for Check Number 136682:				1,367.41
136683	WAT13601	SOUTHLAND AUTOMOTIVE WORKS	06/15/2023	
	29640	Flat tire patch 2018 Ford F550		50.00
Total for Check Number 136683:				50.00
136684	STN16664	ST. NICK'S	06/15/2023	
	INV-2775	Giant Santa Hat 4ft. Metal Frame Wrapped in Rc		2,500.00
	INV-2775	18ft Frame Tree (C7 Lights) C7 LED Warm Whi		20,337.50
Total for Check Number 136684:				22,837.50
136685	TOW14437	TOWNSEND PUBLIC AFFAIRS, INC	06/15/2023	
	20023	JUN-2023/ Public Advocacy & Grant Funding S		4,000.00
Total for Check Number 136685:				4,000.00
136686	TRU13167	TRULY NOLEN OF AMERICA INC	06/15/2023	
	650200180	Monthly pest spraying for April		175.00
Total for Check Number 136686:				175.00
136687	TPX16519	U.S. TELEPACIFIC CORP	06/15/2023	
	170963606-0	Telecommunications Services/All Facilities/JUN		1,865.38
	170963606-0	Firewall Costs/All Facilities/JUN-2023		1,340.72
Total for Check Number 136687:				3,206.10
136688	VAN13002	VAN RY MAINTENANCE	06/15/2023	
	9720	Floor service Civic Center - May 2023		450.00
Total for Check Number 136688:				450.00
136689	VER16666	ELBA VERGARA	06/15/2023	
	2023-153	C&D Deposit Refund for Permit #2023-153 // El		150.00
Total for Check Number 136689:				150.00
136690	VIS3077	VISTA PAINT CORP	06/15/2023	
	2023-014044-00	Graffiti removal supplies		230.99
	2023-014092-00	Graffiti removal supplies		45.66

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136690:				276.65
136691	VVN16668 3407	VVNT LLC Code Enf. Equipment/ Service	06/15/2023	600.00
Total for Check Number 136691:				600.00
136692	APP15086 F46E586-0042 F46E586-0042	APPLEDORE, INC Regional CBO - Data Integration: Outreach Grid Regional CBO - Data Integration: Outreach Grid	06/15/2023	142,146.00 47,382.00
Total for Check Number 136692:				189,528.00
Report Total (71 checks):				1,994,548.84

**DRAFT**

*Click here to return to the agenda.*

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY  
OF THE CITY OF STANTON JUNE 13, 2023

SPECIAL CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY MEETING  
(5:30 PM)

JOINT REGULAR CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY MEETING  
(6:30 PM)

**1. CALL TO ORDER / CLOSED SESSION**

The City Council / Successor Agency / Housing Authority meeting was called to order at 5:30 p.m. by Mayor / Chairman Shawver.

**2. 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.

**3. PUBLIC COMMENT ON CLOSED SESSION ITEMS** None.

**4. CLOSED SESSION**

The members of the City Council / Successor Agency / Housing Authority of the City of Stanton proceeded to closed session at 5:31 p.m. for discussion regarding:

**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

**4B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
(Pursuant to Government Code Section 54956.8)**

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01)  
8840 Tina Way, Anaheim, CA (APN 126-481-02)  
8850 Tina Way, Anaheim, CA (APN 126-481-03)  
8860 Tina Way, Anaheim, CA (APN 126-481-04)  
8870 Tina Way, Anaheim, CA (APN 126-481-05)

## DRAFT

8880 Tina Way, Anaheim, CA (APN 126-481-06)  
8890 Tina Way, Anaheim, CA (APN 126-481-07)  
8900 Tina Way, Anaheim, CA (APN 126-481-08)  
8910 Tina Way, Anaheim, CA (APN 126-481-09)  
8920 Tina Way, Anaheim, CA (APN 126-481-10)  
8930 Tina Way, Anaheim, CA (APN 126-481-11)  
8940 Tina Way, Anaheim, CA (APN 126-481-12)  
8950 Tina Way, Anaheim, CA (APN 126-481-13)  
8960 Tina Way, Anaheim, CA (APN 126-481-14)  
8970 Tina Way, Anaheim, CA (APN 126-481-15)  
8841 Pacific Avenue, Anaheim, CA (APN 126-481-29)  
8851 Pacific Avenue, Anaheim, CA (APN 126-481-28)  
8861 Pacific Avenue, Anaheim, CA (APN 126-481-27)  
8870 Pacific Avenue, Anaheim, CA (APN 126-482-05)  
8871 Pacific Avenue, Anaheim, CA (APN 126-481-26)  
8880 Pacific Avenue, Anaheim, CA (APN 126-482-06)  
8881 Pacific Avenue, Anaheim, CA (APN 126-481-25)  
8890 Pacific Avenue, Anaheim, CA (APN 126-482-07)  
8891 Pacific Avenue, Anaheim, CA (APN 126-481-24)  
8900 Pacific Avenue, Anaheim, CA (APN 126-482-08)  
8901 Pacific Avenue, Anaheim, CA (APN 126-481-23)  
8910 Pacific Avenue, Anaheim, CA (APN 126-482-09)  
8911 Pacific Avenue, Anaheim, CA (APN 126-481-22)  
8920 Pacific Avenue, Anaheim, CA (APN 126-482-10)  
8921 Pacific Avenue, Anaheim, CA (APN 126-481-21)  
8930 Pacific Avenue, Anaheim, CA (APN 126-482-11)  
8931 Pacific Avenue, Anaheim, CA (APN 126-481-20)  
8940 Pacific Avenue, Anaheim, CA (APN 126-482-12)  
8941 Pacific Avenue, Anaheim, CA (APN 126-481-19)  
8950 Pacific Avenue, Anaheim, CA (APN 126-482-13)  
8951 Pacific Avenue, Anaheim, CA (APN 126-481-18)  
8960 Pacific Avenue, Anaheim, CA (APN 126-482-14)  
8961 Pacific Avenue, Anaheim, CA (APN 126-481-17)  
8970 Pacific Avenue, Anaheim, CA (APN 126-482-15)  
8971 Pacific Avenue, Anaheim, CA (APN 126-481-16)

Negotiating Parties: Hannah Shin-Heydorn, City Manager, City of Stanton  
Hannah Shin-Heydorn, Executive Director, Housing  
Authority  
Hannah Shin-Heydorn, Executive Director, Successor  
Agency  
David M. Cook and Chaicran Daphnie, Owner  
Jennie Trust, Owner  
Nga Summer Thien Trang (Trang Trust), Owner  
Ngoc Trieu and Andy Pham, Owner  
Sky Nguyen / Nguyen Sky SN Living Trust, Owner

# **DRAFT**

Steven W. Reiss Trust (Steven W. Reiss), Owner  
Tammy T. Doan and H. Le Harvey, Owner  
Trachy Family Trust (Phillip R. Trachy), Owner

Under Negotiation: Instruction to negotiator will concern price and terms of payment.

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

The City Council / Successor Agency / Housing Authority reconvened in open session at 6:40 p.m.

## **6. 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.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 5:31 to 6:40 p.m.

The City Attorney / Agency Counsel reported that there was no reportable action.

## **7. PLEDGE OF ALLEGIANCE**

Led by Council Member Donald Torres.

## **8. SPECIAL PRESENTATIONS AND AWARDS**

Presentation by Captain Charles L. Walters, Orange County Sheriff's Department regarding fireworks and the upcoming 2023, 4<sup>th</sup> of July holiday.

# DRAFT

Mayor Shawver requested to hear Item 13, Oral Communication - Public out of order. The Mayor and City Council authorized the request.

## 13. ORAL COMMUNICATIONS – PUBLIC

- Ms. Kathy Hamilton, resident, spoke regarding concerns with the amount of noise caused by the discharge of illegal/safe and sane fireworks, the potential for property damage, the potential for fires, reported that her attempts to contact law enforcement were unsuccessful, and questioned if the City has a plan to address the concerns of residents.
- Ms. Irene Stevenson, resident, spoke regarding concerns with the amount of noise caused by the discharge of illegal/safe and sane fireworks, the potential for property damage, the potential for property fires, fears for the health and safety of residents, and questioned if the City has a plan to address the concerns of residents.
- Mr. Jose L. Guerrero, resident, expressed his concerns and frustrations with the emitting noise levels and increased smells being produced by CR&R during non-authorized working hours.

## 9. CONSENT CALENDAR

Motion/Second: Taylor/Van

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

### 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

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

# **DRAFT**

## **9B. APPROVAL OF WARRANTS**

The City Council approved demand warrants dated May 5, 2023 – June 1, 2023, in the amount of \$2,441,736.27.

## **9C. APPROVAL OF MINUTES**

1. The City Council approved Minutes of Special Meeting (Budget Workshop) – May 16, 2023; and
2. The City Council/Successor Agency/Housing Authority approved Minutes of Joint Regular Meeting – May 23, 2023.

## **9D. APRIL 2023 INVESTMENT REPORT**

The Investment Report as of April 30, 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 April 2023.

## **9E. APRIL 2023 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of April 30, 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 April 2023.



## **DRAFT**

### **9F. APRIL 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 April 30, 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 April 30, 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 April 2023 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended April 30, 2023.

### **9G. AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO YAMADA ENTERPRISES FOR CONSULTATION, DESIGN, PROCUREMENT AND INSTALLATION OF FURNITURE AT THE STANTON FAMILY RESOURCE CENTER**

The City's Community Services Department obtained a Community Development Block Grant (CDBG) from the County of Orange for renovations to the City's Family Resource Center. The Department secured additional funding to furnish the facility through Supervisor Doug Chaffee's office. Staff recommends that the City Council authorize the City Manager to enter into an agreement with Yamada Enterprises using a cooperative purchasing agreement for procurement and installation of furniture.

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. Declared that the Yamada Enterprises quote using a TIPS purchasing contract is in accordance with the Purchasing and Contracting Guidelines Section 4.13; and
3. Approved a Professional Services Agreement with Yamada Enterprises to assist in the procurement and installation of furniture for the Stanton Family Resource Center for the maximum contract sum of \$96,800; and
4. Authorized the City Manager to bind the City of Stanton and Yamada Enterprises in a contract to provide these services.

## **DRAFT**

### **9H. AWARD A PROFESSIONAL SERVICE AGREEMENT TO NATIONAL PLANT SERVICES, INC. FOR SANITARY SEWER AND STORM DRAIN CLEANING SERVICES FOR THE CITY OF STANTON**

As the current contract is set to expire on June 30, 2023, City staff released a Request for Proposal (RFP) soliciting proposals to provide sewer and storm drain cleaning services citywide. Staff recommends awarding a contract to National Plant Services, Inc.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(c); and
2. Awarded a professional service agreement to National Plant Services to provide professional sewer and storm drain cleaning services for three years in the amount not-to-exceed \$1,099,971 or \$366,657 annually; and
3. Authorized the City Manager to bind the City of Stanton and National Plant Services, Inc. in a contract to provide the services.

### **9I. AWARD A PROFESSIONAL SERVICE AGREEMENT TO YUNEX LLC FOR TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE SERVICES**

As the current contract is set to expire on June 30, 2023, City staff released a Request for Proposal (RFP) soliciting proposals to provide traffic signal and street light maintenance services citywide. Staff recommends awarding a contract to Yunex LLC.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(c); and
2. Awarded a professional service agreement to Yunex LLC to provide traffic signal and street light maintenance services for three years in the amount not-to-exceed \$345,000 or \$115,000 annually; and
3. Authorized the City Manager to bind the City of Stanton and Yunex LLC in a contract to provide the services.

## **DRAFT**

### **9J. RESOLUTION ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2023-24 TO BE FUNDED BY SENATE BILL (SB) 1**

The proposed resolution approves a list of projects to be funded by SB 1, The Road Repair and Accountability Act of 2017, for Fiscal Year 2023-24.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) of the State CEQA Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Adopted Resolution No. 2023-15, entitled:

**"RESOLUTION ADOPTING A LIST OF PROJECTS FOR THE CITY OF STANTON FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017".**

### **9K. RESOLUTION DIRECTING THE AUDITOR-CONTROLLER OF THE COUNTY OF ORANGE TO ADD THE PROTECTIVE SERVICES TAX TO THE TAX ROLL FOR FISCAL YEAR 2023/24**

On August 6, 1985, the City of Stanton voters approved an initiative measure establishing a Protective Services Tax with a 2/3 majority vote. The proceeds from the Protective Services Tax are used for fire protection and suppression services provided by the City, which are contracted with the Orange County Fire Authority. Each year, the City Council must adopt a Resolution directing the Auditor-Controller to place this assessment on the property tax roll.

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. 2023-12, directing the Orange County Auditor-Controller to place the Protective Services Tax on the property tax roll for Fiscal Year 2023/24, entitled:

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**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DIRECTING THE AUDITOR-CONTROLLER OF THE COUNTY OF ORANGE, CALIFORNIA, TO ADD THE PROTECTIVE SERVICES TAX TO THE TAX ROLL FOR FISCAL YEAR 2023/24”.**

### **9L. PROPOSED CHANGES TO PERSONNEL RULES AND REGULATIONS**

The City Council has established Personnel Rules and Regulations as set forth in Title II, Chapter 2.44 of the Stanton Municipal Code. From time to time the provisions of the Personnel Rules are edited or updated to reflect changes in federal or state law or organizational processes and procedures.

1. The City Council declared that this project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15378 (b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Approved Resolution No. 2023-21 amending the City of Stanton Personnel Rules and Regulations, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING AND ADOPTING PERSONNEL RULES FOR THE ADMINISTRATION OF THE CITY’S PERSONNEL SYSTEM AND REPEALING ALL OTHER RESOLUTIONS AND MOTIONS INCONSISTENT HERewith”.**

### **9M. APPROVE SUBMITTAL OF THE RENEWED MEASURE M ELIGIBILITY PACKAGE AND ITS COMPONENTS**

The Orange County Transportation Authority (OCTA) requires that local jurisdictions comply with a variety of requirements to remain eligible to receive renewed Measure M2 funding. The proposed action will approve the submittal of items to keep the City eligible to receive annual fair share and competitive grant funds. Upon approval by the City Council, the documents will be submitted to OCTA prior to the due date of June 30, 2023.

1. The City Council finds the submittal, adoption, and resolutions exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. Adopted the Measure M Seven Year Capital Improvement Program (CIP) for fiscal years 2023-24 through 2029-30; and

## DRAFT

3. Adopted Resolution No. 2023-16 concerning the status and update of the Local Signal Synchronization Plan for the Measure M (M2) Program, entitled:

**“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON CONCERNING THE UPDATE OF THE LOCAL SIGNAL SYNCHRONIZATION PLAN FOR THE MEASURE M (M2) PROGRAM”;** and

4. Adopted Resolution No. 2023-17 concerning the status and update of the Master Plan of Arterial Highways (MPAH) Consistency and Circulation Element for the Measure M (M2) Program, entitled:

**“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT, AND MITIGATION FEE PROGRAM FOR THE MEASURE M (M2) PROGRAM”;** and

5. Adopted Resolution No. 2023-18 concerning the status and update of the Pavement Management Plan for the Measure M (M2) Program, entitled:

**“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M (M2) PROGRAM”;** and

6. Submitted the Maintenance of Effort Reporting Form and supporting documentation for the City of Stanton to OCTA, and directed the Finance Director to certify this form; and
7. Directed the City Engineer to file the adopted CIP and the Measure M eligibility documents with OCTA in compliance with the requirements of OCTA Ordinance No. 3.

### **9N. APPROVE THE FISCAL YEAR 2022/23 BUDGET ADJUSTMENT TO REALLOCATE THE CITY’S AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

The City received \$9,123,660 from the United States Department of Treasury under the American Rescue Plan Act of 2021 (ARPA). As of June 6, 2023, the cash balance in the City’s ARPA Fund is \$6,479,954. Staff recommends the City Council approve the following amendments to the City’s Fiscal Year 2022/23 Budget:

- Reallocate \$6,479,954 of the City’s law enforcement contract services budget from the General Fund (#101) to the ARPA Fund (#257);
- Reallocate \$1,662,608 of the ARPA Fund’s budget to the General Fund; and
- Establish an assigned fund balance in the General Fund of \$4,817,346 to provide future funding for projects as approved by the City Council.

Special & Joint Regular Meeting – June 13, 2023 - Page 10 of 18

**THESE MINUTES ARE ISSUED FOR INFORMATION ONLY AND ARE SUBJECT TO AMENDMENT AND APPROVAL AT NEXT MEETING**

## **DRAFT**

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Amended the Fiscal Year 2022/23 total appropriations for the General Fund (#101) from \$23,118,769 to \$18,301,423; and
3. Amended the Fiscal Year 2022/23 total appropriations for the ARPA Fund (#257) from \$5,664,981 to \$7,807,247; and
4. Established an assigned fund balance in the General Fund (#101) of \$4,817,346 to provide future funding for projects as approved by the City Council; and
5. Directed staff to adjust the General Fund Assigned Fund Balance at the close of Fiscal Year 2022/23 to adjust the balance to account for any Fiscal Year 2022/23 budget savings resulting from the projects allocated in Attachment C.

### **END OF CONSENT CALENDAR**

#### **10. PUBLIC HEARINGS**

##### **10A. PUBLIC HEARING RELATIVE TO PLACING THE ANNUAL LEVY OF ASSESSMENTS FOR THE INSTALLATION, MAINTENANCE, AND SERVICING OF PUBLIC LIGHTING FACILITIES AND MEDIAN ISLANDS WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2023/24 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972**

On May 9, 2023, the City Council adopted Resolution No. 2023-07, approving the Engineer's Report, and Resolution No. 2023-08, declaring its intention to levy and collect the annual assessments for installation, maintenance and servicing of Stanton Lighting and Landscaping District No. 1 ("the District") for Fiscal Year 2023/24 pursuant to the Landscaping and Lighting Act of 1972. Resolution No. 2023-08 also set the date of the public hearing for this matter for June 13, 2023. Harris & Associates, the City's consultant, prepared the District's assessment roll for Fiscal Year 2023/24 (Exhibit A of Attachment A).

Staff report by Ms. Michelle Bannigan, Finance Director.

The public hearing was opened.

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

## DRAFT

Motion/Second: Warren/Taylor  
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 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. Conducted a public hearing concerning the extent of the District, the improvements, the proposed assessments, and all other matters pertaining hereto; and
3. Adopted Resolution No. 2023-13, confirming the assessments for installation, maintenance, and servicing of lighting and landscaping with the boundaries of the territory included in the District and directing the Orange County Auditor-Controller place the assessment on the property tax roll for Fiscal Year 2023/24, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CONFIRMING THE ASSESSMENTS FOR INSTALLATION, 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".**

### **10B. PUBLIC HEARING RELATIVE TO PLACING THE ANNUAL SEWER SERVICE CHARGE FOR SEWER SERVICES ON THE PROPERTY TAX ROLL FOR FISCAL YEAR 2023/24**

On August 8, 2017, the City held a noticed public hearing in compliance with Proposition 218 and adopted the Annual Sewer Service Charges for Fiscal Years 2017/18 through 2022/23 with Ordinance No. 1068. The approved rates include a 3.5% increase annually for Fiscal Years 2018/19 through 2021/22. A new sewer service rate study is on hold pending the completion of the City's Sewer Master Plan Update project. Therefore, staff is recommending no change to the Annual Sewer Service Charge collected for Fiscal Year 2023/24. The purpose of this noticed public



## DRAFT

hearing is to confirm the report prepared by the City's consultant, Harris & Associates and to seek City Council approval to request the Orange County Auditor-Controller place the Annual Service Charge on the property tax roll for Fiscal Year 2023/24. The Sewer Service Charge Report ("Report") prepared by the Consultant identifies each parcel subject to the Annual Sewer Service Charge for Fiscal Year 2023/24 (Exhibit A of Attachment A).

Staff report by Ms. Michelle Bannigan, Finance Director.

The public hearing was opened.

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

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 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. Conducted a public hearing concerning the placement of the Annual Sewer Service Charge on the property tax roll for Fiscal Year 2023/24; and
3. Adopted Resolution No. 2023-14, directing the Orange County Auditor-Controller to place the Annual Sewer Service Charge on the property tax roll for Fiscal Year 2023/24, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING RATES FOR THE ANNUAL SEWER SERVICE CHARGE FOR SEWER SERVICES FOR FISCAL YEAR 2023/24".**

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**11. UNFINISHED BUSINESS** None.

**12. NEW BUSINESS**

**12A. ADOPTION OF THE FISCAL YEAR 2023/24 OPERATING AND CAPITAL BUDGET FOR THE CITY OF STANTON AND STANTON HOUSING AUTHORITY; APPROVE EMPLOYEE BENEFITS AND SALARY RATES FOR FISCAL YEAR 2023/24; ADOPT THE FISCAL YEAR 2023/24 APPROPRIATIONS LIMIT; ADOPT FISCAL YEAR 2023/24 RESERVE POLICY; APPROVE THE CITY INVESTMENT POLICY FOR FISCAL YEAR 2023/24; WAIVE COMPETITIVE BIDDING REQUIREMENTS FOR CERTAIN COMMODITY PURCHASES; AND APPROVE A FIVE-YEAR AGREEMENT WITH THE COUNTY OF ORANGE FOR LAW ENFORCEMENT SERVICES**

On May 16, 2023, the City Council held a budget workshop to review the Proposed Operating and Capital Budget for Fiscal Year 2023/24. During the budget workshop, the City Council approved a number of decision packages that resulted in total appropriations increasing by approximately \$5.1 million. In addition, since the budget workshop, staff adjusted the proposed budget for the Sewer Maintenance Enterprise Fund (#501) to provide sufficient funding for contracted sewer cleaning services per the results of the City's recently completed competitive bidding process. As a result, total Fiscal Year 2023/24 proposed appropriations (for all City Funds) increased from \$40.1 million (at the budget workshop) to \$45.4 million. The Proposed Budget for Fiscal Year 2023/24 is provided as Attachment A.

In addition to adopting the Fiscal Year 2023/24 Operating and Capital Budget, staff is recommending City Council approval of the following:

- Annual approval of employee benefits and salary rates (Attachment D);
- Annual approval of the City's appropriation limit (Attachment E);
- Annual approval of the City's Reserve Policy (Attachment F);
- Annual approval of the City's Investment Policy (Attachment H);
- Annual approval waiving competitive bidding for certain commodity purchases; and,
- Approval of the five-year agreement with the County of Orange for law enforcement services (Attachment I).

Staff report by Ms. Michelle Bannigan, Finance Director.

## DRAFT

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 these items are not subject to the 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. Adopted Resolution No. 2023-19 adopting the City's Fiscal Year 2023/24 Operating and Capital Budget, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING THE FISCAL YEAR 2023/24 OPERATING AND CAPITAL BUDGET AND AUTHORIZING EXPENDITURES AND APPROPRIATIONS RELATED THERETO";**  
and

3. Adopted Resolution No. SHA 2023-01 adopting the Stanton Housing Authority's Fiscal Year 2023/24 Operating and Capital Budget, entitled:

**"A RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON, CALIFORNIA, ADOPTING THE FISCAL YEAR 2023/24 OPERATING AND CAPITAL BUDGET AND AUTHORIZING EXPENDITURES AND APPROPRIATIONS RELATED THERETO";** and

4. Adopted Resolution No. 2023-20 approving the employee benefits and salary rates, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REGARDING EMPLOYEE BENEFITS AND SALARY RATES FOR ALL CLASSES OF EMPLOYMENT";**  
and

5. Adopted Resolution No. 2023-22 approving the appropriations limit for Fiscal Year 2023/24, entitled:

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**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ADOPTING ITS ARTICLE XIII B APPROPRIATION LIMITATION (GANN LIMITATION) FOR FISCAL YEAR 2023/24”;** and

6. Adopted Resolution No. 2023-23 approving the City’s Reserve Policy, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE CITY OF STANTON RESERVE POLICY FOR FISCAL YEAR 2023/24”;** and

7. Approved the City’s Investment Policy for Fiscal Year 2023/24; and
8. Waived the competitive bidding requirements for certain commodity purchases (e.g., asphalt, sand, and paint) during Fiscal Year 2023/24; and
9. Authorized the City Manager to execute the Five-Year Agreement with the County of Orange for the provision of law enforcement services.

### **~~13. ORAL COMMUNICATIONS – PUBLIC~~**

This item was heard out of order.

**14. WRITTEN COMMUNICATIONS** None.

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

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

- Council Member Taylor reported on his participation in the Orange County Sheriff Department’s ride-along program.
- Mayor Shawver reported on an upcoming drive thru food distribution event, which is scheduled to be held on Saturday, June 17, 2023, at Stanton Park.
- Mayor Shawver reported on his attendance at the 35<sup>th</sup> Anniversary commemorative event of Little Saigon, which was held on June 10, 2023, at the Asian Garden Mall (Phước Lộc Thọ).

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

- Council Member Warren requested to agendize discussion regarding the creation and implementation of a greenscape program within the City.
- Council Member Torres requested to agendize discussion regarding the installation of a security camera system into the City Council Chambers, that could also be integrated and host the broadcasting of City Council meetings.
- Mayor Shawver requested to agendize discussion regarding the creation of a social host ordinance pertaining to fireworks.
- Mayor Shawver requested an update on current litigation.

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

None.

### **15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING JAYWALKING WITHIN THE CITY**

At the May 23, 2023, City Council meeting, Mayor Shawver requested that this item be agendized for discussion. Mayor Shawver is requesting to discuss and address jaywalking solutions within the City.

Presentation by Mayor Shawver.

The City Council received consensus and directed staff to research and conduct a survey of surrounding cities who are addressing similar concerns.

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

None.

### **17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**

None.

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### **17A. 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.

- 18. ADJOURNMENT** in honor and memory of Firefighter Eddie Ventura.  
Motion/Second: Shawver/  
Motion carried at 8:43 p.m.

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DAVID J. SHAWVER, MAYOR

ATTEST:

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CITY CLERK/SECRETARY

## **CITY OF STANTON**

### **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and Members of the City Council

**DATE:** June 27, 2023

**SUBJECT: SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH WILLDAN FINANCIAL SERVICES FOR THE PREPARATION OF AN OVERHEAD COST ALLOCATION PLAN AND COMPREHENSIVE USER FEE STUDY**

#### **REPORT IN BRIEF:**

On January 12, 2021, the City entered into an agreement with Willdan Financial Services for the preparation of an overhead cost allocation plan and comprehensive user fee study. On June 28, 2022, the City Council approved the first amendment to the agreement to extend the term of the agreement to June 30, 2023. The project is still in process due to the turnover in the Community and Economic Development and Public Works Departments over the last year. Therefore, staff requests that the City Council approve the proposed second amendment to extend the term of the agreement to allow sufficient time for the study to be completed (Attachment A).

#### **RECOMMENDED ACTIONS:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize the City Manager to execute the second amendment to the agreement with Willdan Financial Services to extend the term for the preparation of an overhead cost allocation plan and a comprehensive user fee study.

#### **BACKGROUND:**

On January 12, 2021 the City Council approved a professional services agreement with Willdan Financial Services ("Willdan") for the preparation of an overhead cost allocation plan and comprehensive user fee study for an amount not to exceed \$34,680 (Attachment B). The original term of the agreement expired on September 30, 2021. Although the overhead cost allocation plan is complete, the consultant is still working with City Departments to complete the comprehensive user fee study phase. Consequently, an amendment is needed to extend the term of the agreement.

**FISCAL IMPACT:**

The amendment extends the term of the agreement and does not change the not-to-exceed compensation amount of the original agreement.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

The City Attorney reviewed the amendment as to form.

**PUBLIC NOTIFICATION:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED**

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

**Prepared by:** Michelle Bannigan, Finance Director

**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachments:**

- A. Second Amendment to Agreement for Professional Consultant Services
- B. Professional Services Agreement (including the First Amendment)



**CITY OF STANTON**  
**SECOND AMENDMENT TO**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

**1. PARTIES AND DATE.**

This Second Amendment to the Professional Services Agreement for Overhead Cost Allocation Plan and Comprehensive Fee Study (“Second Amendment”), is made and entered into on this \_\_\_\_ day of June, 2023, by and between the City of Stanton (hereinafter referred to as the “City”) and Willdan Financial Services, a California Corporation, with its principal place of business at 27368 Via Industria, Suite 200, Temecula, California 92590 (hereinafter referred to as the “Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

**2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Professional Services Agreement for Overhead Cost Allocation Plan and Comprehensive Fee Study dated January 12, 2021 (“Agreement”).

2.2 First Amendment. The Parties entered into a First Amendment to Agreement on June 28, 2022, in order to extend the term of the Agreement to June 30, 2023.

2.3 Second Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement.

**3. TERMS.**

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

“The term of this Agreement shall be from January 12, 2021 to June 30, 2024, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.”

3.2 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for Consultant Services on this \_\_\_\_ day of June, 2023.

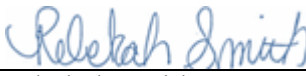
SIGNATURES ON FOLLOWING PAGE

**CITY OF STANTON**

**WILLDAN FINANCIAL SERVICES**

By: \_\_\_\_\_  
Hannah Shin-Heydorn  
City Manager

By:  \_\_\_\_\_  
Chris Fisher  
Vice President

By:  \_\_\_\_\_  
Rebekah Smith  
Assistant Secretary

**ATTEST:**

By: \_\_\_\_\_  
Patricia Vazquez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
HongDao Nguyen  
Best Best & Krieger LLP  
City Attorney

**CITY OF STANTON**

**FIRST AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

**1. PARTIES AND DATE.**

This First Amendment to Professional Services Agreement for Overhead Cost Allocation Plan and Comprehensive Fee Study ("First Amendment"), is made and entered into on this 28<sup>th</sup> day of June, 2022, by and between the City of Stanton (hereinafter referred to as the "City") and Willdan Financial Services, a California Corporation, with its principal place of business at 27368 Via Industria, Suite 200, Temecula, California 92590 (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

**2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Professional Services Agreement for Overhead Cost Allocation Plan and Comprehensive Fee Study dated January 12, 2021 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement, and assign the Agreement to Consultant.

**3. TERMS.**

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be from January 12, 2021 to June 30, 2023, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines."

3.2 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for Consultant Services on this 28<sup>th</sup> day of June, 2022.

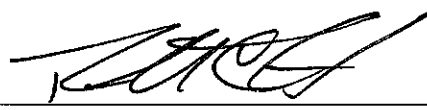
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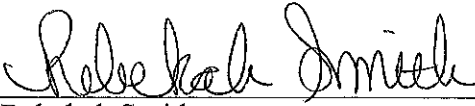


**CITY OF STANTON**

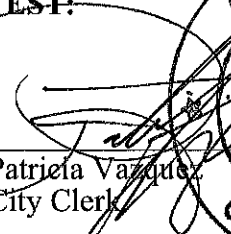
By:   
Zenia Bobadilla  
Interim City Manager

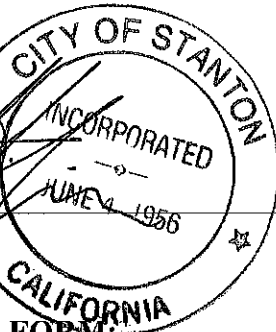
**WILLDAN FINANCIAL SERVICES**

By:   
Chris Fisher  
Vice President

By:   
Rebekah Smith  
Assistant Secretary

**ATTEST:**

By:   
Patriela Vasquez  
City Clerk



**APPROVED AS TO FORM:**

By:   
HongDao Nguyen  
Best Best & Krieger LLP  
City Attorney



**CITY OF STANTON  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
OVERHEAD COST ALLOCATION PLAN AND COMPREHENSIVE FEE STUDY**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 12<sup>th</sup> day of January, 2021, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 ("City") and **Willdan Financial Services**], a **California Corporation**, with its principal place of business at **27368 Via Industria, Suite 200, Temecula, California 92590** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of professional consultant services related to the preparation of an overhead cost allocation plan and comprehensive fee study required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional consultant services related to the preparation of an overhead cost allocation plan and comprehensive fee study to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **preparation of an overhead cost allocation plan and comprehensive fee study** project ("Project") as set forth in this Agreement. (Refer to Exhibit A for the scope of work.)

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

**3.1.2 Term.** The term of this Agreement shall be from the date of the agreement to **September 30, 2021**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.



### 3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

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

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

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Chris Fisher, Tony Thrasher, Carlos Villarreal, Priti Patel, and Robert Quaid.**

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Michelle Bannigan, Finance**



**Director**, or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

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



3.2.10 Insurance.

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

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

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.





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

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (c) Contractor's Pollution Liability shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

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

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

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

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

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day



written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

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

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be



responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

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

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **THIRTY-FOUR THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$34,680)** ("Total Compensation") without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

#### 3.3.2 Payment of Compensation.

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance"



projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

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

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

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



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

**Consultant:**

Willdan Financial Services  
27368 Via Industria, Suite 200  
Temecula, CA 92590  
Attn.: Chris Fisher, Vice President

**City:**

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attn: Michelle Bannigan, Finance Director

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related



industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that



arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

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

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

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

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

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

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

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

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



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

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

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

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

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

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

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

**3.19 Declaration of Political Contributions.** Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

**3.20 Subcontracting.**





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

*[Signatures on following page.]*



IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement  
on this 12<sup>th</sup> day of January, 2021.

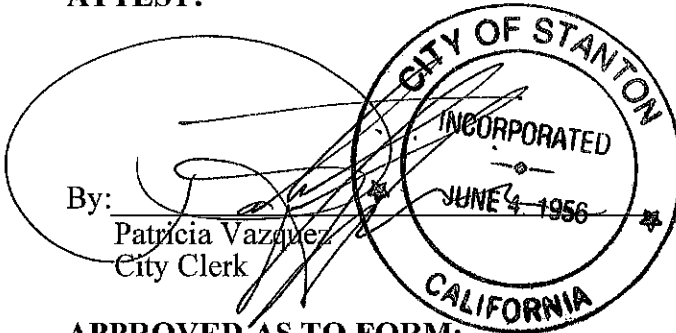
CITY OF STANTON

By: [Signature]  
Jarad Hildenbrand  
City Manager

WILLDAN FINANCIAL SERVICES

By: [Signature]  
Chris Fisher  
Vice President

ATTEST:



By: [Signature]  
Rebekah Smith  
Assistant Secretary

APPROVED AS TO FORM:

By: [Signature]  
HongDao Nguyen  
Best Best & Krieger LLP  
City Attorney



## D. Questions Response to the Scope of Services

### Project Understanding

Willdan Financial Services ("Willdan") is confident that we can meet the City of Stanton's request for services for an Overhead Cost Allocation Plan and Comprehensive User Fee Study. ***The overall objective of this project will be to develop an updated schedule of fees for City services, that accounts for the true costs of providing those services.***

The end products will include user-friendly Excel-based models, which City staff will retain, and which can be easily updated to add or remove services and/or costs, update budgets in future years, determine the proper allocation of expenditures, and on-going full cost of services provided by the City. Most importantly, we will ensure that the results and recommendations are clear and understandable, defensible, and easily implementable.

For these studies, we will meet directly with departmental representatives at the City at the beginning of the project, to discuss the approach and process for the studies. Discussions will include ways to combine tasks and efforts among the cost allocation plan and user fee study components to maximize efficiencies and ensure adherence to specified timelines.

A key building block of the calculation of updated fees is the development of defensible indirect overhead rates that reflect the cost of support services provided by the City's central service departments to the operating groups that provide end-user services to the public and customers of the City.

The completion of a CAP is a key component and first step in the analysis necessary to calculate the cost of providing services. ***A well thought out CAP ensures that indirect costs associated with central overhead services, such as finance or city clerk, are appropriately allocated to operating departments, and ultimately included as a cost component of fees for services.*** We will work collaboratively with City staff to identify the overhead support services that are provided to operating departments in Stanton and develop a fair and defensible means of allocating these costs. Our unique model allows us to provide a CAP that will also be compliant with 2 CFR Part 200 Federal regulations related to cost reimbursement and grant funding, formerly known as OMB A-87 and 2 CFR Part 225 guidelines, which have now been superseded by the Omni Circular. The new circular did not completely overhaul the guidelines, and the intent is still the same, but it did add new limitations to consider and incorporate into a compliant CAP.

**Rather than a costly and inflexible proprietary software, which can require expensive licensing fees, Willdan builds models utilizing Excel, from the ground up, employing the City's budget as the gauge. This model, which is then the City's to retain, gives City Staff the control to make on-the-fly adjustments and updates.**

For the Comprehensive Fee Study, we will work directly with personnel at the City who provide services and interact directly with residents and customers, to understand the personnel and procedures involved. By carefully examining these processes, we will be able to identify associated costs such as direct staff costs (salaries and benefits) associated with personnel involved in the activities, and appropriate overhead allocations from both the department and city levels.

For a successful and effective engagement, it is important to have a thorough understanding of specific City policies and objectives, the structure and organization of the City, and the relationships between the central and operating departments. We bring years of successful experience working directly with hundreds of cities throughout California.

Willdan possesses the resources, practical experience, creative thinking, and collaborative consulting skills necessary to complete this important project. Key distinct advantages that Willdan brings to the City include the following:

#### ***On-site Data Gathering***

Our experience has taught us that working together, via face-to-face discussions, is the most efficient and thorough way to ensure that results are accurate, and that studies are completed in a timely manner, which again, is critical in this proposed engagement.

Consequently, through on-site interviews with your staff, Willdan will collect the majority of required data for studies. This method is better than the typical "time and motion surveys" that are provided to agency staff when studies like these are conducted. This process ensures that we gather the data we need in one coordinated step, rather than having to go through repeated follow-up and clarification.

***This approach and the dedication of our staff will help ensure we meet the City's timeline and objectives and provide important information to City staff and the Council as soon as possible.***

## **Public Engagement**

Our models and project approach are geared toward delivering our work on schedule and presenting our analysis results at public meetings and Council workshops. While we understand that the City Council and local business community may be generally supportive of increasing fees where necessary, it will be important to present recommendations to them in a way that clearly demonstrates the rationale and supporting analysis.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. Our proposed principal-in-charge for this engagement has coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges. As previously mentioned, our objective is to provide useful, detailed information, and present recommendations to the City Council and public in a way that clearly demonstrates the rationale and supporting analysis. Our experience ensures that we can meet this objective.

## **User-friendly Models and Reports**

Willdan prides itself on creating user-friendly Excel-based models that the City can retain and **conducting our analysis and developing the models collaboratively with City staff**. With City staff's immediate input and collaboration, Willdan will design extremely flexible, intuitive Excel-based models. In the future, as the City assumes new responsibilities, modifies existing processes, and/or eliminates unnecessary services or programs, the models will be capable of adding or deleting funds, objects, departments, programs, staff positions, and activities. Willdan understands that issues facing the City are unique; consequently, we design our models to match your immediate and desired needs to ensure that end-results exceed staff expectations rather than using an inflexible proprietary software.

**The model will be developed to allow the City to run "what-if" scenarios to address possible changes in staffing levels, working hours, etc.**

**These models are then the City's to retain, after our services are completed, and allows for the creation of revenue projections, highlighting potential new revenues, and levels of subsidy.**

A key element of these studies is presenting results and recommendations in a straightforward manner, that allows Council and staff to confidently make fee setting policy decisions and understand the impacts of those decisions. Rather than using an inflexible proprietary software program, we construct our models from the ground up, as previously discussed, mirroring the City's budget format wherever possible. As a result, the information contained in our models are easy for City staff to interpret, and the familiar software ensures ease of navigation. As the models are being designed and constructed, we will work together with City staff to determine the best and most effective features to include. After the project is completed, we will provide training, so that staff can independently and efficiently evaluate the effects of changes in certain factors. Created directly from the models, our reports clearly and graphically illustrate the full cost recovery level of fee programs and provide projections of revenue from fee programs.

## **Project Methodologies**

The following describes our proposed approach, and work plan to prepare an Cost Allocation Plan and Comprehensive User Fee Study.

### **Cost Allocation Plan Methodology**

The purpose of this cost allocation plan engagement is to ensure that the City of Stanton is maximizing the recovery of indirect costs from identified operating departments, as well as enterprise and other chargeable funds and capital projects. Furthermore, a sound cost allocation plan is a foundational element of a user fee study, and the development of internal hourly rates, including CIP billing rates. We will work closely with staff in identifying the proper balance of allocation factors appropriate for the City.

To achieve the maximum cost recovery objective, the City must have a method of identifying and distributing administrative costs that is fair, comprehensive, well documented, and fully defensible. A cost allocation plan coupled with comprehensive overhead rates will enable the City to achieve this goal.

The allocation models utilize an iterative method which is the most accurate allocation methodology. Unlike a direct or "step-down" methodology, an iterative method uses the chosen distribution bases and allocates central service costs iteratively until all allocable costs have been distributed.

Using this method, the model can detail the allocation for each central function individually for complete transparency and accountability, while removing bias that might result from the order in which allocations occur in a step-down approach. A direct methodology is essentially a one-iteration methodology, while a step-down method is typically only two iterations and is less precise and unable to accurately track the allocations from start to finish.

### Approach for Managing the Project

Willdan's "hands-on" supervision of Cost Allocation Plan studies, include the following methods:

- **Effective Project Management** — Principal-in-Charge Chris Fisher will manage the entire project with an eye toward high responsiveness, while ensuring that all stakeholders are "on board" with the direction of the project, as well as with the final results. Mr. Fisher will ensure that regular status updates are provided to City staff, conference calls are scheduled, and that in-person meetings are conducted (as necessary).
- **Adherence to Time Schedule** — Willdan recognizes that the use of "timelines" is highly effective in meeting all required deadlines. To keep the project on schedule, there are several tasks that must be completed in a timely manner. Therefore, we will present a project timeline at the kick-off meeting that should be closely followed.

Although the establishment of an experienced project team and a detailed project timeline work extremely well in general, Willdan understands that outside influences can create uncontrollable situations for everyone involved in the project. In rare circumstances like these, our team quickly adapts to changes, and communicates our recommended schedule adjustments to the City.

### Approach in Communicating with the City

Willdan staff is accustomed to interfacing with local government councils, boards, staff, community organizations, and the public in general in a friendly and helpful manner; we are always mindful that we represent the public agency.

We are sensitive to the need of delivering a quality product, with the highest level of service and professionalism. Therefore, as the work on the project progresses, we understand that it will be necessary for our staff to work closely with you and City personnel. To accomplish this, we employ a variety of tools, including monitoring project status and budget costs; and ensuring effective communication through several options that are based on the City's preferences.

### Experience with Development Service Processes

A unique aspect of our firm is our relationship with our Engineering Division. For many agencies throughout California and other Western states, this division provides contracted services in planning, engineering, and building and safety. When conducting cost recovery studies, we regularly consult with our engineering and land-development staff of experts on development-related issues. By working with our planners, engineers, and building officials, we understand development-related agency service procedures and workflow functions, which often make the entire user fee study process smoother for your staff.

### Comprehensive User Fee Study Methodology

To comprehensively update fees, the City should develop a comprehensive user fee schedule that accurately accounts for the true cost of providing services. Once the study is complete, the fee study model must be flexible so that the City can add, delete, and revise fees in the future. To meet this goal, we will bring our expertise and unique perspectives to your fee study by approaching the project with these three principles:

#### 1) Defensibility

Our user fee projects have not been legally challenged since the inception of this practice area in our firm. We have accomplished this by closely working with legal counsel familiar with user fee studies, our engineering division and with agency staff. In this way, we can tailor the correct approach to ensure full cost recovery combined with a sound and reasonable basis for each user fee you implement.

While Proposition 218 does not directly apply to non-property-related fees, we employ principles from this important constitutional article to make certain that your user fee and rate schedule is developed with fairness, equity, and proportionate cost recovery principles in mind. With the addition of Proposition 26, Willdan will review each analyzed user fee for compliance and appropriateness to ensure continued defensibility.

#### 2) Project and Staff Time

The City must have a sound and technically defensible fee schedule to ensure costs are appropriately recovered, as applicants approach the City for its services. Our standards and approaches serve to get to the issues of your fee study quickly.

Starting with the project kick-off, we will make certain that your staff understands the purpose and scope of the study and its corresponding on-site departmental interview. As Willdan is able to communicate directly with the service providers, this face-to-face interaction provides valuable time estimates.

#### 3) Responsiveness

We take great pride in providing responsive service to our client agencies. Frequent communication is critical to a successful user fee study experience. We will provide a list of data requirements in advance of the project kick-off.

Due to this simple step, the introductory meeting can focus on the survey input process, answering questions, determining policy goals, and defining next steps in the project. We will follow up weekly with you at each step in the fee study process to make sure that staff "buys in" to the fee study approach and results.

### Approach

Our approach to preparing the user fee study and documentation for Stanton includes:

- Close coordination with your staff to devise a consensus approach. Different programs and/or different service delivery methods will necessitate different approaches. We will discuss specific pros and cons with City staff as we determine which methods work best for each fee category;
- Strict adherence to key legal and policy issues with regard to user fees, including the percent of cost recovery that the City seeks to achieve. A user fee shall not be set higher than the reasonable cost of providing a fee-generating service. Our approach provides you with a fee schedule that achieves maximum legal cost recovery while ensuring that each fee is supported by technically defensible documentation; and
- Technical analysis necessary to ensure State compliance, and to anticipate and resolve potential policy issues using a combination of industry standards as well as City specific methods.

As described below, there are two basic approaches to calculating user fees:

#### Approach 1: Case Study Method

This is also sometimes referred to as a cost build-up approach. Using a time and materials approach, the "Case Study Method" examines the tasks, steps and City staff involved in providing a particular 'unit' of service, such as a permit review, and then uses that information to develop estimates of the actual labor and material costs associated with providing a unit of service to a single user. It is often used when a service is provided on a regular basis, and staff and other costs associated with the service can be segregated from available budget data.

A typical case study fee model should comprise the following three general cost layers:

**1) Central Services Overhead:** This category may involve such costs as labor, services, and supplies that benefit more than one department, division, or project. The exact benefits to specific areas are impossible to ascribe to a single activity.

Examples are purchasing, human resources, and liability insurance. As part of the user fee study, these costs are calculated in the overhead cost review.

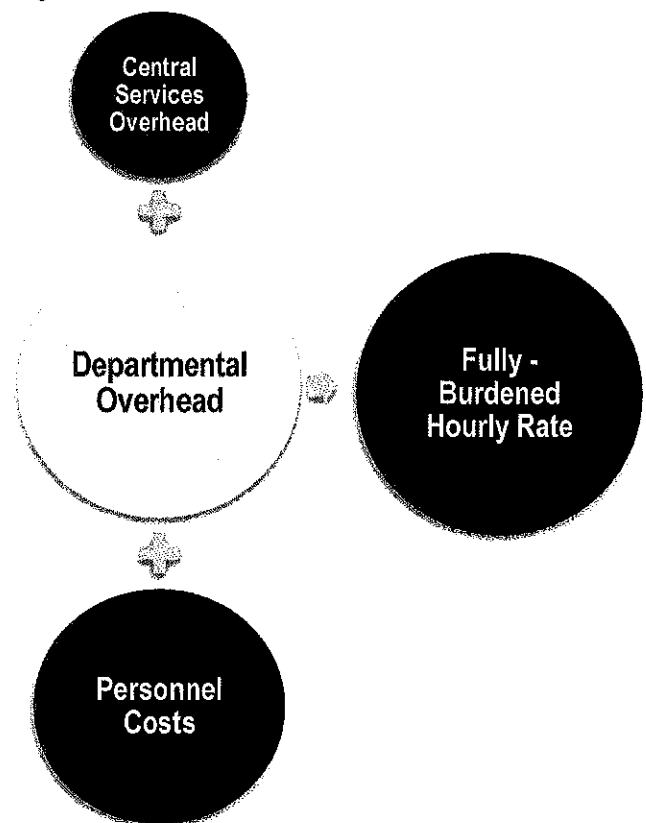
**2) Department Overhead:** This category may include expenses related to such items as office supplies, outside consultants, and membership dues. It may include management, supervision, and administrative support that are not provided to a direct fee-generating service. Typically, these items are charged, on an item-by-item basis, directly to the department, division, or project.

**3) Personnel Costs:** This category refers to direct salary and benefit costs of staff hours spent on providing a fee-generating service (e.g., on-site building inspector).

#### Approach 2: Average Cost Method

This is also sometimes referred to as a programmatic approach, because it looks at costs at a program level, and then allocates them to participants on an occurrence basis. By taking total service costs across a substantial sample period (a year) and dividing by the total number of service units delivered over that same period, costs per unit of service is estimated.

This approach is useful when services or programs are provided in a more aggregate manner, where it might be difficult to identify a specific sequence of steps associated with one user or participant; or where it is not feasible to cost-effectively segregate costs associated with specific activities.



## Work Plans

Our proposed work plans, described in detail by task, are provided below. We propose to maximize efficiency and cost-effectiveness by combining meetings and data gathering efforts between the cost allocation plan and user fee study wherever possible.

We explain how each task will be accomplished and identify associated meetings and deliverables. We want to ensure our scope provides quality and clarity and is responsive to the City's needs and specific local circumstances. We will work in concert with the City to adjust scopes as needed during the course of the studies.

## Overhead and OMB Compliant Cost Allocation Plan

This proposed scope of services addresses the completion of both the full and OMB compliant versions of the Cost Allocation Plan (CAP). We have noted where activities specific to the OMB compliant plan occur.

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### Task 1: Initial Document Request

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**Objective:** Initial due diligence.

**Description:** Prior to the kick-off call, relevant documentation will be obtained and reviewed in order to enhance our understanding of the City's current cost allocation plan and internal structure of the agency. A written request for specific data will be sent to the City. The data provided in this task will provide the building blocks for later model development.

Our request may include (but is not limited to):

- Detailed budget and accounting data;
- Prior year's financial data, salary, position and staffing data;
- Organizational structure;
- Prior cost allocation plan and/or user fee documentation and models; and
- Data related to various allocation bases that may be incorporated as part of the methodology, i.e. City Council agenda frequencies by department, AP/AR transactions by department, IT equipment distribution by department, etc.

**Deliverables:** **Willdan:** Submit information request to City.

**City:** Provide requested data to Willdan (prior to Task 2, Kick-off Call/Refine Scope). We will follow up with the City to confirm in writing the data that we have received, or which is still outstanding.

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### Task 2: Kick-off Conference Call / Refine Scope

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**Objective:** Confirm project goals and objectives. Identify and discuss policy issues related to the study and determine appropriate fee categories.

**Description:** Willdan will identify and discuss policy issues typically raised in conjunction with these studies and address data gaps in order to gain a full understanding of the City's goals for the cost allocation plan. We will establish effective lines of communication and processes for information gathering and review.

We will also discuss costs that may not be allocable for OMB purposes, and the potential impact on the OMB version of the CAP.

During this call, we will ask that the City assign a project manager to serve as its primary contact. The selected City project manager will ensure that available data is provided to Willdan in a timely manner, thereby maintaining adherence to the project's schedule.

We will obtain and review the current cost allocation methodology and discuss with City staff. The objective of this review is to determine specific areas of focus as they relate to the City's objectives, and to discuss and evaluate current and potential allocation factors.

**Meetings:** One (1) project kick-off conference call to initiate the project, discuss data needs and methodologies and to address policy issues. We would propose to conduct the user fee study kick-off during this same call, to maximize efficiency and cost effectiveness of staff and Willdan time.

**Deliverables:** **Willdan:** If needed, a revised project scope and schedule.

**City:** Provide further data requirements and select / introduce City's project manager.

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**Task 3: Gather Staffing Information and Develop Cost Allocation Plan Model**

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**Description:** This task involves the gathering of specific information, directly from City staff, through interviews and discussion, related to the functions served by indirect staff and the departments served by their activities. This task also focuses on the development of, and/or adjustment of existing, allocation bases, and the development and testing of a model that will ultimately be used to calculate the proper cost allocations derived from data gathered in prior tasks.

The model will be developed to incorporate any recent changes in the provision of City services, and fully allocate central service costs.

The model will also be developed to allocate only those costs eligible under 2 CFR Part 200. This is accomplished by loading relevant data into the model, identifying which costs are not allocable under the OMB guidelines. The OMB Super Circular compliant model is valuable as the City may receive Federal or State grant funding that mandates compliance with Federal OMB regulations.

We will utilize budget and organizational information, and other required information gathered from City staff to complete the work in this task. Specific discussions will be held to discuss bases, how central overhead services are provided to and utilized by other departments, cost categories and allocation criteria, and how these will factor into the overall cost allocation methodology.

The model and methodology will also produce indirect cost rates. These rates will be suitable for a variety of uses, including incorporation into the User Fee Study's personnel rates, billing to CIP projects, and in the OMB Super Circular compliant CAP, to Federal grants.

**Meetings:** Online meetings with staff to understand structure and operations as model and allocation bases are developed. Key staff will be interviewed to best understand central overhead staffing and functions and the departments served.

**Deliverables:** **Willdan:** One (1) user-friendly model in Microsoft Excel format that provides both a full cost allocation plan and an OMB Super Circular compliant cost allocation plan.

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**Task 4: Test and Review Cost Allocation Methodology**

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**Objective:** Test and review model and results with City.

**Description:** The draft cost allocation plan model will be reviewed with City staff, and adjusted as necessary, to ensure that preliminary allocations provide an accurate depiction of how the central overhead costs should be borne by the operating programs and funds. Over the past several years, we have successfully integrated online meetings by using WebEx™ as an element to our approach. This allows us to remotely guide staff through the model review and allows you the opportunity to interactively change inputs and test approaches.

**Meetings:** One (1) online meeting and demonstration with City Staff to review the model.

**Deliverables:** **Willdan and City:** Draft cost allocation plan model review.

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**Task 5: Prepare and Present Draft Report**

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**Objective:** Prepare the draft cost allocation report.

**Description:** This task involves the draft report preparation. The cost allocation plan's background, model methodologies, and results will be discussed; calculations and supporting data will be presented textually and in easily understood tables and provided to the City.

**Meetings:** One (1) online meeting to present the draft report to City Staff.

**Deliverables:** **Willdan:** Draft report for City review and input.  
**City:** Review of draft report, with comments, and edits.

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**Task 6: Discuss and Revise Report**

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**Objective:** Review of draft report, cost distribution methods, and model.

**Description:** An in-depth review of the draft report and model will be conducted to arrive at an optimum allocation method for each expenditure type.



Often, through the course of an engagement, comments usually revolve around issues of understandability; appropriate levels of enterprise funds' cost recovery, etc.; ease of calculation; and overhead costs' distribution methods.

Our reports are structured to include both the full and OMB compliant plan, but in the course of review if a separate report is desired for each or just one of the plans, they will be split.

Following a round of comments from City staff concerning the draft report, the final report will be prepared for presentation to the Council.

**Meetings:** One (1) conference call with City staff to review the report with changes and revisions.

**Deliverables:** Draft report, and revised draft/final report.

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#### **Task 7: Prepare and Present Final Report and Model**

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**Objective:** Prepare and present the final report to City Council. Educate City staff on the operation and use of the model for future modifications.

**Description:** This task is the culmination of the cost allocation plan project. Based on staff comments on the draft report, Willdan will prepare the final report for presentation to City Council.

**Meetings:** One (1) meeting with the City Council to present the final plan if necessary. This meeting would be held in conjunction with the presentation of the user rate study results.

We will also provide staff training on the operation and use of the model.

**Deliverables:** **Willdan:** Provide one (1) electronic PDF file copy of the final report and models (full and OMB Super Circular compliant); and five (5) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD-ROM.

### **Comprehensive User Fee Study**

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#### **Task 1: Initial Document Request**

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**Objective:** Initial due diligence; obtain study-related data.

**Description:** Prior to the kick-off meeting, we will obtain and review relevant documentation to further enhance our understanding of the services, fees, and rates to be studied. A written request for data will be sent to the City. Please note that Time Survey data is not part of this request and will be gathered during the on-site interviews described in Task 5.

We will request information and documentation on current fees and fee programs, activity levels, and budget and staffing information (to the extent not already available) related specifically to programs and activities which have associated fees, and for which the City has this level of detail.

**Deliverables:** **Willdan:** Submit information request to City.

**City:** Provide requested data to Willdan (prior to Task 3, Kick-off Meeting/Refine Scope). As with the cost allocation plan, we will follow up with the City to confirm receipt of requested data and information and highlight data elements that are outstanding.

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#### **Task 2: Compile Inventory of Current and Potential Fees**

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**Objective:** Willdan will identify a schedule of fees and methodology for calculating the fees.

**Description:** Based on the results of the initial document request and independent research, incorporate into our model the existing fees, provided by the City, to comprise the parameters of the fee study.

**Meetings:** It is possible that a conference call with the City may be necessary to discuss new fees to implement or existing fees that may no longer be required.

**Deliverables:** **Willdan:** One (1) draft list of current fees based on initial data provided (to be discussed and finalized during the kick-off call).

**City:** Review completed fee schedule with comments/revisions to be discussed during the kick-off meeting.

**Task 3: Kick-off Conference Call / Refine Scope**

**Objective:** *Confirm goals and objectives for the User Fee Study.* Identify and resolve policy issues typically raised by a User Fee Study, address gaps in data, and refine appropriate existing or new fee categories (based on Task 2).

**Description:** Verify our understanding of the City's goals, the City's cost-recovery policy for user fees, and to fill any gaps in data/information necessary for the project. It is important for the City and Willdan to identify and address any foreseeable problems and maintain open communication throughout the process.

During this call, we will ask that the City identify a project manager who will serve as the primary contact for the project. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner, thereby maintaining adherence to the project's schedule.

**Meetings:** One (1) project kick-off call to initiate the entire project, discuss data needs, and address policy issues. This will be held in conjunction with the kick-off for the cost allocation plan. As mentioned in the cost allocation plan work plan, we suggest combining the kick-off calls to increase efficiency.

**Deliverables:** **Willdan:** 1) Revised project scope and schedule (if needed); and 2) brief summary of policy decisions (if needed).

**City:** 1) Provide further data needs; and 2) determine/introduce City's project manager.

**Task 4: Develop User Fee Model**

**Objective:** Develop and test model.

**Description:** This task involves the development of the model ultimately used to calculate the departmental fees, based on data and information gathered in previous tasks and in the Time Survey Interviews described in Task 5. To ensure that City policies are met through the imposition of the calculated fees, the model will be formatted to include appropriate costs.

Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits. Most of this information will be developed during the cost allocation plan phase of this project and will be incorporated directly into the user fee model. We will request clarification and/or additional data if necessary.

The model will build upon the cost allocation plan results, to provide an allocation of administrative and overhead costs to fee related activities and departments providing services to customers, so that fees and billable rate schedules incorporate applicable costs. Furthermore, the fees and rates charged to customers will also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations.

**Deliverables:** **Willdan:** One (1) user-friendly model in Microsoft Excel format, which, when finalized, City staff can use to calculate fee changes annually, or as often as deemed appropriate by the City Council.

**Task 5: Time Survey Interviews and On-site Information Gathering**

**Objective:** Meet with City staff to complete Time Surveys and understand service delivery processes.

**Description:** In order to assist staff with the completion of the survey worksheets, we will schedule one (1) full day of on-site meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved.

The Willdan Team will conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by City staff to provide each of the services for which a fee is collected.

The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels. This will allow Willdan and City staff to conclude with a final meeting to review the draft full cost recovery fees, and adjust any times as necessary, once all information has been compiled and input into the fee model. We will schedule the interviews with staff to minimize any disruption to their normal workflow.

**Meetings:** One (1) full business day of on-site meetings/staff interviews. In light of ongoing public health mandates associated with COVID-19, we will discuss with the City whether these meetings need to be conducted via WebEx or Zoom. We have been using these tools during the course of the shutdowns and they have proven effective and successful.

**Deliverables:** **Willdan and City:** Time surveys and draft full cost recovery fees.

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**Task 6: Common Fees Comparison**

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**Objective:** Examine selected user fees charged by up to five (5) comparable cities in Orange County, or jurisdictions that are similar to the City of Stanton.

**Description:** We will access and use our knowledge of other jurisdictions to benchmark the City's five (5) most common fees or highest yielding fees with comparable jurisdictions agreed.

Fee schedules are rarely readily or directly comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, Willdan takes a selection of the City's most commonly used and/or highest yielding fees.

The survey will contain the following, a comparison of common or similar fees and charges used by the City and other jurisdictions; current and proposed fees and charges unique to the City of Stanton; fees and charges used by other public entities not currently used in the City; and If possible, identify characteristics and processes unique to the City that account for significant variances in fees and charges used by other jurisdictions.

**Deliverables:** **Willdan:** Recommendations provided in Task 8 will incorporate the data gathered during our examination.

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**Task 7: Data Analysis and Final User Fee Schedule**

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**Objective:** Incorporate information obtained from on-site surveys to fully develop model.

**Description:** We will update the model, based on information received during the on-site surveys, to generate a comprehensive user fee schedule. In addition, it is very common that a supplemental data request may be necessary, based on new fees identified that the City is not currently collecting. Where appropriate, we will suggest and discuss with staff alternate approaches to existing fee programs (i.e. building fees) and suggest potential areas where fees could be collected where they are not currently. We will present the full cost recovery level for fees, both current and projected under the new calculated fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees. Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels and include all appropriate direct and indirect costs and overhead. We will review fee programs for compliance with Propositions 218 and 26.

In developing the fee schedule, we will make recommendations for new fees where appropriate, based on our experience with other cities. Some areas for new fees may be due to changes in law (legalized cannabis), or for activities that the City finds itself performing regularly, but for which no fee is collected. Where possible, we will incorporate discussion of the City's economic development policies, and where these may intersect with fee programs, for instance setting fees in a manner that encourages certain activities.

The user fee data analysis and model development may take three (3) to four (4) weeks with frequent correspondence with City staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity.

**Meetings:** One (1) meeting, as necessary, to gather additional input, complete analysis and finalize fee schedule. Please see the note in Task 5 regarding in-person meetings.

**Deliverables:** Final user fee model for City Council presentation and discussion.

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**Task 8: Prepare and Present Draft Report**

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**Objective:** Prepare draft report.

**Description:** This task involves the preparation of the draft report that discusses the study's background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the user fee study will be included textually, as well as in easy to understand tables. Individual fee summaries by department and a comprehensive fee schedule will be included. The draft report will include the following:

- Key results and findings;
- Basic descriptions of each service;

- The full cost of each service and current cost recovery levels;
- Costs broken down graphically into indirect and direct components, with a graphic display of the level of cost recovery;
- Fee recommendations with associate levels of cost recovery;
- Projections of potential fee revenue;
- Assessment of reasonableness of each City's costs;
- Review of reasonableness of current consultant cost structure (for Building Division services);
- As appropriate, recommend alternative methodologies for building permit fee calculation; and
- Summary and recommendations.

The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

**Meetings:** One (1) conference call with City staff, to present draft results address questions and receive feedback.

**Deliverables:** **Willdan:** Draft report for City review and comment.

**City:** Review of draft report, with comments and edits.

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**Task 9: Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption**

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**Objective:** Review of draft report and fee model.

**Description:** The goal of this task is to conduct an in-depth review of the draft report and model, incorporate feedback and changes as a result of previous discussions, and arrive at an optimum fee structure. Often through the course of an engagement, City staff will volunteer insightful likes and dislikes regarding the existing fee structure. We listen to this feedback carefully because your staff members know the community best. Comments usually revolve around issues of:

- Understandability;
- Fairness to applicants;
- Ease of calculation;
- Appropriate levels of cost recovery; and
- Full cost recovery hourly rates.

When adjusting fee recovery levels, we believe it is important to address these concerns.

Following one (1) round of comments from City staff on the draft report and feedback from City staff, we will prepare the final report for presentation to the City Council.

**Meetings:** One (1) online demonstration (WebEx) to review the report and model, with any revisions.

**Deliverables:** Draft report, revised draft /final report.

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**Task 10: Prepare and Present Final Report/Train Staff on Model**

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**Objective:** Prepare and present final report to City Council. Train staff on the operation and use of the model for future modifications.

**Description:** This task is the culmination of the entire project. Based on staff comments received regarding the draft report, we will prepare the final report for presentation.

**Meetings:** One (1) meeting with City Council to present the results and adopt the updated fee schedule. We will also provide staff training on the operation and use of the model on the same day, during regular business hours.

**Deliverables:** Provide one (1) electronic PDF file copy of the final report and models; and, if requested, provide five (5) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD/ROM.

### City Staff Support

To complete our tasks, we will need the cooperation of City staff. We suggest that the City of Stanton assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

- 1) Coordinate responses to requests for information;
- 2) Coordinate review of work products; and
- 3) Help resolve policy issues.

Willdan will endeavor to minimize the impact on City staff in the completion of this project. We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

## H. Implementation Schedule

### Project Schedules

Willdan understands time is of the essence for the City of Stanton to begin this engagement. These schedules can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.

### Cost Allocation Plan

EXHIBIT B

City of Stanton														
Overhead and OMB Cost Allocation Plan														
Project Schedule														
Scope of Services	February				March					April				
	1	8	15	22	1	8	15	22	29	5	12	19	26	
Task 1: Initial Document Request	⌘1													
Task 2: Kick-off / Refine Scope (conference call)	⌘2													
Task 3: Gather Staffing Information and Develop Model (conference call)					⌘3									
Task 4: Test and Review Cost Allocation Methodology (conference call)									⌘4					
Task 5: Prepare and Present Draft Report (meeting)										⌘5				
Task 6: Discuss and Revise Report (conference call)													⌘6	
Task 7: Prepare and Present Final Report/Train Staff on Model (meeting)													⌘7	

#### Deliverables:

- |  |   |
|--|---|
| ⌘1: Information Request                            | ⌘5: Draft Report                              |
| ⌘2: Revised Project Scope and Schedule (if needed) | ⌘6: Revised Draft Report/Final Report         |
| ⌘3: User-friendly Model in Microsoft Excel         | ⌘7: Final Report – Hard and Electronic Copies |
| ⌘4: Draft Cost Allocation Plan Model Review        |   |



## E. Schedule of Fees

### Not to Exceed Fee

Willdan Financial Services ("Willdan") proposes a **not-to-exceed fixed fee of \$34,680** for the Comprehensive Fee Study and Cost Allocation Plan engagement. The tables below provide a breakdown of each fee by task and project team member.

### Cost Allocation Plan

Based on the corresponding work plan identified within the scope of services, we propose a **not-to-exceed fixed fee of \$10,930** to prepare a Full and OMB Compliant Cost Allocation Plan.

City of Stanton						
Overhead and OMB Cost Allocation Plan						
Fee Proposal						
	C. Fisher Principal-In- Charge	T. Thrasher Tech Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total	
	\$ 250	\$ 185	\$ 125	\$ 210	Hours	Cost
<b>Scope of Services</b>						
Task 1: Initial Document Request	-	1.0	1.0	-	2.0	\$ 310
Task 2: Kick-off /Refine Scope	-	1.0	1.0	-	2.0	310
Task 3: Gather Staffing Information & Develop Cost Allocation Plan Model	2.0	5.0	14.0	-	21.0	3,175
Task 4: Test and Review Cost Allocation Methodology	1.0	4.0	10.0	1.0	16.0	2,450
Task 5: Prepare and Present Draft Report	1.0	4.0	10.0	1.0	16.0	2,450
Task 6: Discuss and Revise Report	1.0	2.0	5.0	-	8.0	1,245
Task 7: Prepare and Present Final Report/Train Staff on Model	-	4.0	2.0	-	6.0	990
<b>Total – Overhead Cost Allocation Plan</b>	<b>5.0</b>	<b>21.0</b>	<b>43.0</b>	<b>2.0</b>	<b>71.0</b>	<b>\$ 10,930</b>

### Comprehensive User Fee Study

Based on the corresponding work plan identified within the scope of services, we propose a **not-to-exceed fixed fee of \$23,750** to prepare a User Fee Study.

City of Stanton						
Comprehensive User Fee Study						
Fee Proposal						
	C. Fisher Principal-In- Charge	T. Thrasher Tech Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total	
	\$ 250	\$ 185	\$ 125	\$ 210	Hours	Cost
<b>Scope of Services</b>						
Task 1: Initial Document Request	-	1.0	1.0	-	2.0	\$ 310
Task 2: Compile Inventory of Current and Potential Fees	-	1.0	2.0	-	3.0	435
Task 3: Kick-off /Refine Scope	1.0	1.0	2.0	-	4.0	685
Task 4: Develop User Fee Model	-	4.0	12.0	-	16.0	2,240
Task 5: Time Survey Interviews and Information Gathering	3.0	8.0	8.0	-	19.0	3,230
Task 6: Common Fees Comparison	1.0	4.0	12.0	-	17.0	2,490
Task 7: Data Analysis and Final Fee and Rate Schedule	2.0	8.0	36.0	1.0	47.0	6,690
Task 8: Prepare and Present Draft Report	2.0	4.0	12.0	1.0	19.0	2,950
Task 9: Revise Draft/Determine Cost Recovery Levels	1.0	6.0	10.0	-	17.0	2,610
Task 10: Prepare and Present Final Report/Train Staff on Model	2.0	6.0	4.0	-	12.0	2,110
<b>Total – User Fee Study</b>	<b>12.0</b>	<b>43.0</b>	<b>99.0</b>	<b>2.0</b>	<b>156.0</b>	<b>\$ 23,750</b>

## Notes

- Our fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.
- The cost of preparing the fee study can be included in the resulting new fee schedule. Therefore, over time, the City can recover the initial outlay of funds that was required to complete the studies.
- Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

## Additional Professional Services

### Hourly Fee Schedule

Our current hourly rates are listed below.

Willdan Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Group Manager	Chris Fisher	\$250
Managing Principal		\$240
Principal Consultant	Bob Quaid	\$210
Senior Project Manager	Tony Thrasher	\$185
Project Manager		\$165
Senior Project Analyst		\$135
Senior Analyst	Priti Patel	\$125
Analyst II		\$110
Analyst I		\$100



## CITY OF STANTON

### REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** June 27, 2023

**SUBJECT: APPROVAL OF COOPERATIVE AGREEMENT NO. C-3-2435 WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

#### **REPORT IN BRIEF:**

As part of the Regional Traffic Signal Synchronization Program, Orange County Transportation Authority (OCTA) is looking to work with local agencies to coordinate traffic signals across multiple jurisdictional boundaries. The Project will be managed and implemented by OCTA and the participating Agencies would be providing documents/records and support. Staff is recommending approval of the Cooperative Agreement with OCTA to become a participating agency to help improve traffic signal timing, enhance traffic flow, and reduce traffic congestion throughout the City.

#### **RECOMMENDED ACTION:**

1. City Council declare 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 change in the environment; and
2. Approve OCTA Cooperative Agreement No. C-3-2435 to participate in the Countywide Signal Synchronization Baseline Project; and
3. Authorize the City Manager to bind the City of Stanton and the OCTA in a contract to implement the project.

#### **BACKGROUND:**

The OCTA has completed a Countywide Signal Synchronization Plan Study in support of the Regional Traffic Signal Synchronization Program (RTSSP) and received authorization to update the Traffic Signal Synchronization Master Plan in accordance with the Plan Study's recommendations.

OCTA is looking to work together with local agencies to coordinate traffic signals across multiple jurisdictional boundaries as part of the Renewed Measure M (M2) RTSSP to enhance countywide traffic flow and reduce congestion.

The Project includes approximately 2,500 traffic signalized intersections along regionally significant corridors within Orange County. Beach Boulevard, Chapman Avenue, Garden Grove Boulevard, Katella Avenue, Knott Avenue, and Magnolia Avenue are part of the Signal Synchronization Network, meaning ten (10) traffic signals and one (1) flashing beacon operated and maintained by the City will be part of this Project.

**ANALYSIS/JUSTIFICATION:**

OCTA will be responsible for the management, procurement, implementation, and completion of all aspects of the project, with the City's responsibility being to provide data/documents as requested and support. This Agreement will be effective through December 31, 2028.

Participating in the Project will be beneficial for the City as it will improve traffic flow and reduce congestion Countywide and help coordinate the City's traffic signal timing with neighboring jurisdictions providing a cohesive, high quality infrastructure. All costs associated with this project will be undertaken by OCTA, with no funding obligation required of the City.

**FISCAL IMPACT:**

There is no fiscal impact associated with the recommended action.

**ENVIRONMENTAL IMPACT:**

This project is recognized 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 change in the environment.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Notifications were performed as prescribed by law.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Obj. No. 3: Provide a high quality infrastructure.

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

**Reviewed by:** Cesar Rangel, P.E., Director of Public Works/City Engineer

**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachment:**

A. OCTA Cooperative Agreement No. C-3-2435

**COOPERATIVE AGREEMENT NO. C-3-2435****BETWEEN****ORANGE COUNTY TRANSPORTATION AUTHORITY****AND****CITY OF STANTON****FOR****COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

**THIS COOPERATIVE AGREEMENT** (Agreement), is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of California (herein referred to as "AUTHORITY") and the City of Stanton, a municipal corporation duly organized and existing under the constitution and laws of the State of California ("PARTICIPATING AGENCY"), each individually known as "Party" and collectively known as "Parties".

**RECITALS:**

**WHEREAS**, the AUTHORITY in cooperation with the PARTICIPATING AGENCY is working together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP) to enhance countywide traffic flow and reduce congestion;

**WHEREAS**, the AUTHORITY completed a Countywide Signal Synchronization Plan Study (hereinafter, "PLAN STUDY") in support of the RTSSP and received authorization from the AUTHORITY's Board of Directors on March 14, 2022, to update the Traffic Signal Synchronization Master Plan in accordance with the PLAN STUDY recommendations;

**WHEREAS**, the AUTHORITY secured Congestion Mitigation and Air Quality ("CMAQ") funds for the implementation of a Countywide Signal Synchronization Baseline Project (hereinafter, "PROJECT") as presented in the PLAN STUDY;

/

**COOPERATIVE AGREEMENT NO. C-3-2435**  
**COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

1           **WHEREAS**, the AUTHORITY intends to release a request for proposals to secure a consultant  
2 ("CONSULTANT") to implement the PROJECT;

3           **WHEREAS**, based on the PLAN STUDY the AUTHORITY agrees to act as the implementing  
4 agency to carry out the PROJECT;

5           **WHEREAS**, the PROJECT will include approximately 2,500 traffic signalized intersections  
6 along regionally significant corridors within Orange County;

7           **WHEREAS**, approximately 11 PARTICIPATING AGENCY-owned and operated signalized  
8 intersections will be included as part of the PROJECT;

9           **WHEREAS**, the PROJECT will include all 34 Orange County cities and the County of Orange;

10          **WHEREAS**, the AUTHORITY will enter into a separate cooperative agreement with each  
11 participating agency in each jurisdiction for implementation of the PROJECT;

12          **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCY acknowledges and  
13 understands that in-house resources (staff hours) from the PARTICIPATING AGENCY will provide  
14 various services in support of the PROJECT;

15          **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCY desire to enter into this  
16 Agreement to implement the PROJECT in support of the RTSSP;

17          **WHEREAS**, this Agreement defines the specific terms and conditions, and between the  
18 AUTHORITY and the PARTICIPATING AGENCY for the implementation of the PROJECT;

19          **WHEREAS**, the PARTICIPATING AGENCY's City Council approved this Agreement on the  
20 \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

21          **NOW, THEREFORE**, it is mutually understood and agreed by the AUTHORITY and the  
22 PARTICIPATING AGENCY as follows:

23 /

24 /

25 /

26 /

**COOPERATIVE AGREEMENT NO. C-3-2435**  
**COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

**ARTICLE 1. COMPLETE AGREEMENT**

A. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this Agreement between the AUTHORITY and the PARTICIPATING AGENCY and supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

B. The AUTHORITY's failure to insist on any instance(s) of the PARTICIPATING AGENCY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of the AUTHORITY's right to such performance or to future performance of such term(s) or condition(s), and the PARTICIPATING AGENCY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon the AUTHORITY except when specifically confirmed in writing by an authorized representative of the AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

C. The PARTICIPATING AGENCY's failure to insist on any instance(s) of the AUTHORITY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of the PARTICIPATING AGENCY's right to such performance or to future performance of such term(s) or condition(s), and the AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon the PARTICIPATING AGENCY except when specifically confirmed in writing by an authorized representative of the PARTICIPATING AGENCY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

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**ARTICLE 2. SCOPE OF AGREEMENT**

This Agreement specifies the roles and responsibilities of the Parties as they pertain to the subjects and PROJECT addressed herein. The Parties agree that each will cooperate and coordinate with the other Party in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof.

**ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

The AUTHORITY, as the lead agency, agrees to the following responsibilities for the implementation of the PROJECT:

A. To designate a Project Manager as a single point of contact for the Project.

B. The AUTHORITY, or agents of the AUTHORITY, shall manage, procure, implement, and complete all aspects of the PROJECT, including filing all documentation necessary to comply with the Congestion Mitigation and Air Quality (CMAQ) funding for the PROJECT.

C. The AUTHORITY, or agents of the AUTHORITY, shall coordinate outreach with the PARTICIPATING AGENCY for the PROJECT.

D. The AUTHORITY, or agents of the AUTHORITY, shall collect all data necessary to provide new optimized timing plans including, but not limited to, manual or video all movement counts at each PROJECT signalized intersection, and a mutually agreed upon number and location of 24 hours 7 days automated machine traffic counts with vehicle classification.

E. The AUTHORITY, or agents of the AUTHORITY, shall develop and implement new timing plans optimized for signal synchronization.

F. The AUTHORITY, or agents of the AUTHORITY, shall provide updated timing plans for all control systems and all relevant data used to develop said plans to the PARTICIPATING AGENCY.

G. The AUTHORITY, or agents of the AUTHORITY, shall prepare a conceptual plan for the delivery of the PROJECT. The AUTHORITY, or agents of the AUTHORITY, shall provide all reports to the PARTICIPATING AGENCY in draft and final formats for review and comment. The PARTICIPATING AGENCY comments shall be noted in the final report.

**COOPERATIVE AGREEMENT NO. C-3-2435**  
**COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

H. The AUTHORITY shall provide oversight to maintain inter-jurisdictional traffic signal operational integrity between the PROJECT and other signal synchronization projects not older than three (3) years from the effective date of this Agreement.

I. The AUTHORITY shall provide formats, templates, and guidance in reporting requirements necessary for the PROJECT.

J. The AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of PROJECT, may perform a technical and/or field review to ensure that the CMAQ guidelines, policies, and procedures were followed.

**ARTICLE 4. RESPONSIBILITIES OF THE PARTICIPATING AGENCY**

The PARTICIPATING AGENCY agrees to the following responsibilities for implementation of the PROJECT:

A. The PARTICIPATING AGENCY shall provide a technical representative to meet and participate as a member of the PROJECT's Traffic Forum.

B. The PARTICIPATING AGENCY shall authorize the AUTHORITY to manage, procure, and implement all aspects of the PROJECT.

C. The PARTICIPATING AGENCY shall participate and support the PROJECT implementation.

D. The PARTICIPATING AGENCY shall provide the AUTHORITY, or agents of the AUTHORITY, all current intersection as-built drawings, all current intersections controller assembly plans as provided by the manufacturer and modified by the PARTICIPATING AGENCY since original installation, local field master, local controller, Advanced Traffic Management System timing plans, and other ITS-related data upon request.

E. The PARTICIPATING AGENCY shall inform the AUTHORITY of new traffic signal installations and any traffic signal modifications, which would materially affect the performance of the regional corridors on the PROJECT.

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**COOPERATIVE AGREEMENT NO. C-3-2435**  
**COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

1           F.       The PARTICIPATING AGENCY shall maintain in good condition existing traffic signal  
2 equipment for the PROJECT, such as signal communication and traffic signal controllers.

3           G.       The PARTICIPATING AGENCY shall waive all fees associated with permits that would  
4 otherwise be required from the CONSULTANT, subconsultants, and/or service or equipment providers  
5 in the performance of the PROJECT.

6           **ARTICLE 5. DELEGATED AUTHORITY**

7           The actions required to be taken by the PARTICIPATING AGENCY in the implementation of this  
8 Agreement are delegated to its respective City Manager, or City Manager's designee, and the actions  
9 required to be taken by the AUTHORITY in the implementation of this Agreement are delegated to the  
10 AUTHORITY's Chief Executive Officer or Chief Executive Officer's designee.

11          **ARTICLE 6. AUDIT AND INSPECTION**

12          AUTHORITY shall maintain a complete set of records in accordance with generally accepted  
13 accounting principles. Upon reasonable notice, PARTICIPATING AGENCY shall permit the authorized  
14 representatives of AUTHORITY to inspect and audit all work, materials, payroll, books, accounts, and  
15 other data and records of PARTICIPATING AGENCY for a period of five (5) years after final payment,  
16 final closeout, or until any on-going audit is completed, whichever is later. For purposes of audit, the date  
17 of completion of this Agreement shall be the date of AUTHORITY's payment of CONSULTANT's final  
18 billing (so noted on the paid invoice) under this Agreement. AUTHORITY shall have the right to reproduce  
19 any such books, records, and accounts. The above provision with respect to audits shall extend to and/or  
20 be included in contracts with AUTHORITY'S contractor.

21          **ARTICLE 7. INDEMNIFICATION**

22          A.       To the fullest extent permitted by law, the PARTICIPATING AGENCY shall defend  
23 (at the PARTICIPATING AGENCY's sole cost and expense with legal counsel reasonably acceptable to  
24 the AUTHORITY), indemnify, protect, and hold harmless the AUTHORITY, and its officers, directors,  
25 employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities,  
26 actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages,

**COOPERATIVE AGREEMENT NO. C-3-2435  
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCY's employees included), for damage to property, including property owned by the AUTHORITY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of the PARTICIPATING AGENCY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

B. To the fullest extent permitted by law, the AUTHORITY shall defend (at the AUTHORITY's sole cost and expense with legal counsel reasonably acceptable to the PARTICIPATING AGENCY), indemnify, protect, and hold harmless the PARTICIPATING AGENCY, including their officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (AUTHORITY's employees included), for damage to property, including property owned by the PARTICIPATING AGENCY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of the AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

**ARTICLE 8. ADDITIONAL PROVISIONS**

A. Term of Agreement: This Agreement shall be in full force and effect from the Effective Date through December 31, 2028.

B. Amendment: This Agreement may be extended or amended in writing at any time by the mutual consent of both Parties. No amendment shall have any force or effect unless executed in writing by all Parties.

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**COOPERATIVE AGREEMENT NO. C-3-2435  
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

1           C.     Termination: In the event any Party defaults in the performance of their respective  
2 obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting  
3 Party shall have the option to terminate this Agreement upon thirty (30) calendar days prior written notice  
4 to the Party in default.

5           D.     Termination for Convenience: Either Party may terminate this Agreement for its  
6 convenience by providing thirty (30) calendar days prior written notice of its intent to terminate for  
7 convenience to the other Party.

8           E.     AUTHORITY and Parties shall comply with all applicable federal, state, and local laws,  
9 statutes, ordinances, and regulations of any governmental authority having jurisdiction over the  
10 PROJECT.

11          F.     Legal Authority: The Parties hereto consent that they are authorized to execute this  
12 Agreement on behalf of said Party and that, by so executing this Agreement, the Parties hereto are  
13 formally bound to the provisions of this Agreement.

14          G.     Severability: If any term, provision, covenant, or condition of this Agreement is held to be  
15 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
16 remainder of this Agreement shall not be affected thereby, and each remaining term, provision, covenant,  
17 or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18          H.     Counterparts of Agreement: This Agreement may be executed and delivered in any  
19 number of counterparts, each of which, when executed and delivered shall be deemed an original and all  
20 of which together shall constitute the same Agreement. Facsimile/electronic signatures shall be permitted.

21          I.     Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or  
22 authority hereunder may be assigned in whole or in part by either Party without the prior written consent  
23 of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed  
24 void and of no force and effect. Consent to one assignment shall not be deemed consent to any  
25 subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

26     /

**COOPERATIVE AGREEMENT NO. C-3-2435  
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

J. Governing Law: The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this Agreement.

K. Litigation Fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

L. Notices: Any notices, requests, or demands made between the Parties pursuant to this Agreement are to be directed as follows:

<b>To PARTICIPATING AGENCY:</b>	<b>To AUTHORITY:</b>
City of Stanton	Orange County Transportation Authority
7800 Katella Avenue Stanton, CA 90680	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Cesar Rangel Public Works Director / City Engineer Tel: (714) 890-4203 Email: <a href="mailto:Crangel@stantonca.gov">Crangel@stantonca.gov</a>	Attention: Michael Le Senior Contract Administrator Tel: (714) 560-5314 Email: <a href="mailto:mle1@octa.net">mle1@octa.net</a>
	CC: Alicia Yang OCTA Project Manager Tel: (714) 560-5362 Email: <a href="mailto:ayang@octa.net">ayang@octa.net</a>

M. Force Majeure: Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other Party, when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

**COOPERATIVE AGREEMENT NO. C-3-2435  
COUNTYWIDE SIGNAL SYNCHRONIZATION BASELINE PROJECT**

This Agreement shall be made effective upon execution by all Parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-3-2435 to be executed as of the date of the last signature below.

**CITY OF STANTON**

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Hannah Shin-Heydorn  
City Manager

By: \_\_\_\_\_  
Meena Katakia  
Manager, Capital Projects

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Patricia A. Vazquez  
City Clerk

By: \_\_\_\_\_  
James M. Donich  
General Counsel

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Hongdao Nguyen  
City Attorney

Dated: \_\_\_\_\_

## **CITY OF STANTON**

### **REPORT TO THE STANTON HOUSING AUTHORITY AND CITY COUNCIL**

**TO:** Honorable Chairman and Members of the Successor Agency

**DATE:** June 27, 2023

**SUBJECT: APPROVAL OF THIRD AMENDMENT EXTENDING THE CONTRACT  
WITH QUALITY MANAGEMENT GROUP, INC. TO PROVIDE  
PROFESSIONAL PROPERTY MANAGEMENT SERVICES**

#### **REPORT IN BRIEF:**

Quality Management Group, Inc. (QMG) has been providing professional property management services for the City/Housing Authority-owned properties within the Tina-Pacific neighborhood since 2020. The professional services agreement, as currently amended, expires on July 1, 2023. If approved, this Third Amendment will extend the term of the agreement through June 30, 2024 and increase the not-to-exceed compensation amount to cover 12 months of professional property management services.

#### **RECOMMENDED ACTION:**

1. Stanton Housing Authority/City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(3) and 15378(b)(5); and
2. Approve the Third Amendment to the existing agreement with QMG extending the term by 12 months and the associated not-to-exceed compensation amount by ninety thousand dollars (\$90,000); and
3. Authorize the City Manager/Executive Director to execute the Third Amendment to the existing agreement with QMG.

#### **BACKGROUND:**

The Tina-Pacific Neighborhood is an approximately 10.27-acre site comprised of 40 parcels along Tina Way and Pacific Avenue, between Magnolia Avenue and Sherrill Street. Over the past decade, the Housing Authority and the City of Stanton have collectively acquired 31 of the 40 parcels in the Tina-Pacific Neighborhood (25 under the Housing Authority and 6 under the City).

In order to provide professional property management services, after a competitive bid process, the Stanton Housing Authority/City entered into a contract with QMG on June 9, 2020 to manage the City and Housing Authority-owned properties (Agreement). On October 27, 2020, the City/Housing Authority entered into the First Amendment to the Agreement, which increased the operational budget to include allocations for additional services. On September 13, 2022, the City/Housing Authority entered into the Second Amendment to the Agreement, which extended the term of the agreement through June 30, 2023.

QMG's scope of work includes, but is not limited to, the following:

- Administration and enforcement of rental agreement terms
- Liaison services between tenants and City staff
- Collection of rents, fees, and late charges
- Regular property monitoring for repairs and preventative maintenance
- Management and overseeing of improvements or modifications to the properties
- Ground maintenance for vacant parcels and vacant housing units
- Annual inspection of units (interior and exterior)

#### **ANALYSIS/JUSTIFICATION:**

Based on the continued need for professional property management services, and QMG's satisfactory performance to date, staff is recommending the proposed Third Amendment to extend the term of the agreement and the associated compensation.

#### **FISCAL IMPACT:**

The Housing Authority Fund's Fiscal Year 2023-24 Adopted Budget includes sufficient funds for property management services in the amount of ninety thousand dollars (\$90,000) in Account No. 285-6400-608105 (professional services) and two hundred fifty thousand dollars (\$250,000) in Account No. 285-6400-610130 (Tina-Pacific operating expenses).

#### **ENVIRONMENTAL IMPACT:**

None. This item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 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, as it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment).

#### **LEGAL REVIEW:**

The City Attorney's office has reviewed the Third Amendment to the Agreement.

**STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:**

- Obj. No. 1: Provide a safe community.
- Obj. No. 3: Provide a quality infrastructure.
- Obj. No. 6: Maintain and promote a responsive, high-quality, and transparent government.

**PUBLIC NOTIFICATION:**

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

**Prepared by:** Jason Huynh, Management Analyst

**Fiscal Impact Reviewed by:** Michelle Bannigan, Finance Director

**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachment(s):**

- A. Third Amendment to the Agreement
- B. Original Agreement with First and Second Amendments



**CITY OF STANTON****THIRD AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES****1. PARTIES AND DATE.**

This Third Amendment to Agreement for Consultant Services (“Third Amendment”), is made and entered into on this \_\_\_\_ day of June, 2023, by and between the City of Stanton (hereinafter referred to as the “City”) and Quality Management Group, Inc., a California Corporation, with its principal place of business at 3105 E. Guasti Road, Suite 100, Ontario, California 91761 (hereinafter referred to as the “Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

**2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Professional Services Agreement for Consulting Services to conduct property management, dated June 9, 2020 (“Agreement”).

2.2 First Amendment. The Parties entered into that certain First Amendment in order to supplement the scope of services to be provided by the Consultant and to increase the total compensation under the Agreement, dated October 27, 2020 (“First Amendment”).

2.3 Second Amendment. The Parties entered into that certain Second Amendment in order to extend the term of the Agreement and to increase the total compensation under the Agreement, dated September 13, 2022.

2.4 Third Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement and to increase the total compensation under the Agreement.

**3. TERMS.**

3.1 Term. Section 1 of the Agreement is hereby amended in its entirety to read as follows:

“This Agreement shall commence on **June 9, 2020** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2024**, unless sooner terminated pursuant to the provisions of this Agreement.”

3.2 Compensation. Section 5 of the Agreement is hereby amended in its entirety and restated to read as follows:

**“5. PAYMENT**

(a) Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Third Amendment at the rates set forth in Exhibit “B,” attached hereto and incorporated herein by reference. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as

set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Six Hundred Ninety Thousand Dollars (\$690,000.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall the sum exceed **Sixty-Nine Thousand Dollars (\$69,000.00)**. Any additional work in excess of this amount shall be approved by the City Council.

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

3.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Third Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement for Consultant Services on this \_\_\_\_ day of June, 2023.

SIGNATURES ON FOLLOWING PAGE

**CITY OF STANTON**

**QUALITY MANAGEMENT GROUP, INC.**

By: \_\_\_\_\_  
Hannah Shin-Heydorn  
City Manager

By: \_\_\_\_\_  
Tim Johnson  
Chief Operating Officer

\_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Patricia Vazquez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
HongDao Nguyen  
Best Best & Krieger LLP  
City Attorney

**EXHIBIT B**  
**TO THIRD AMENDMENT TO**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

The total compensation not-to-exceed amount of Six Hundred Ninety Thousand Dollars (\$690,000.00) for the total term of the contract covers the monthly QMG management fee and salaries as follows.

**QMG Management Fee and Salaries**

<b>2020/21</b>	<b>2021/22</b>	Actual and Projected <b>2022/23</b>	Projected <b>2023/24</b>	<b>Total</b>
\$158,617.74	\$171,199.92	\$171,199.92	\$175,050.00	\$ 676,067.58

QMG is authorized on behalf of the City to utilize rent proceeds for operating expenses, as needed. Additional services are charged on a time & materials basis for repairs, maintenance, and contracted services. Operating expenses are not considered as part of QMG's compensation.

**Operating Expenses**

<b>2020/21</b>	<b>2021/22</b>	Actual and Projected <b>2022/23</b>	Projected <b>2023/24</b>	<b>Total</b>
\$-	\$88,890.94	\$232,356.41	\$243,825.00	\$ 565,072.35

**CITY OF STANTON****SECOND AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES****1. PARTIES AND DATE.**

This Second Amendment to Agreement for Consultant Services ("Second Amendment"), is made and entered into on this 13<sup>th</sup> day of September, 2022, by and between the City of Stanton (hereinafter referred to as the "City") and Quality Management Group, Inc., a California Corporation, with its principal place of business at 3105 E. Guasti Road, Suite 100, Ontario, California 91761 (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

**2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Professional Services Agreement for Consulting Services to conduct property management, dated June 9, 2020 ("Agreement").

2.2 First Amendment. The Parties entered into that certain First Amendment in order to supplement the scope of services to be provided by the Consultant and to increase the total compensation under the Agreement, dated October 27, 2020 ("First Amendment").

2.3 Second Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement and to increase the total compensation under the Agreement.

**3. TERMS.**

3.1 Term. Section 1 of the Agreement is hereby amended in its entirety to read as follows:

"This Agreement shall commence on June 9, 2020 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement."

3.2 Compensation. Section 5 of the Agreement is hereby amended in its entirety and restated to read as follows:

**"5. PAYMENT**

(a) Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Second Amendment at the rates set forth in Exhibit "B," attached hereto and incorporated herein by reference. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Six Hundred Thousand Dollars (\$600,000.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.



(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall the sum exceed Fifty-One Thousand Dollars (\$51,000.00). Any additional work in excess of this amount shall be approved by the City Council.

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

3.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for Consultant Services on this 25<sup>th</sup> day of October, 2022.

SIGNATURES ON FOLLOWING PAGE



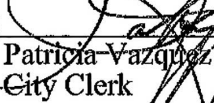
**CITY OF STANTON**

**QUALITY MANAGEMENT GROUP, INC.**

By:   
Hannah Shin-Heydorn  
City Manager

By:   
Tim Johnson  
Chief Operating Officer

**ATTEST:**

By:   
Patricia Vazquez  
City Clerk



**APPROVED AS TO FORM:**

By:   
HongDao Nguyen  
Best Best & Krieger LLP  
City Attorney



**CITY OF STANTON**  
**FIRST AMENDMENT TO**  
**AGREEMENT FOR PROPERTY MANAGEMENT CONSULTANT SERVICES**

**1. PARTIES AND DATE.**

This First Amendment to the Agreement for Consultant Services ("First Amendment") is entered into on the 27<sup>th</sup> day of October, 2020, by and between the City of Stanton (hereinafter referred to as the "City") and Quality Management Group, Inc. (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

**2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Agreement for property management consultant services dated June 9, 2020 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to supplement the scope of services to be provided by Consultant and to increase the total compensation under the Agreement.

**3. TERMS.**

3.1 Scope of Services. The Agreement is hereby amended to include the scope of services set forth in Exhibit "A," attached hereto and incorporated herein by reference.

3.2 Compensation. Section 5 of the Agreement is hereby amended in its entirety and restated to read as follows:

**"5. PAYMENT**

(a) Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this First Amendment at the rates set forth in Exhibit "B," attached hereto and incorporated herein by reference. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Two Hundred and Sixty Thousand Dollars (\$260,000.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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





(\$26,000.00). Any additional work in excess of this amount shall be approved by the City Council.

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

3.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on this 27<sup>th</sup> day of October, 2012.

**CITY OF STANTON**

**QUALITY MANAGEMENT GROUP, INC.**

By: \_\_\_\_\_

Jarad U. Hildenbrand  
City Manager

By: \_\_\_\_\_

TIM JOHNSON  
COO

**ATTEST:**

By: \_\_\_\_\_

Patricia A. Vazquez  
City Clerk

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

HongDao Nguyen  
City Attorney  
Best Best & Krieger LLP



**EXHIBIT "A"**  
**TO FIRST AMENDMENT TO**  
**AGREEMENT FOR PROPERTY MANAGEMENT CONSULTANT SERVICES**

**EXHIBIT A**

**Scope of Work**

Property management services shall include, but are not limited to, the following:

1. Take in service calls from tenants and respond accordingly with the appropriate dispatcher such as a handy-man, plumber, public works, etc.
2. Issue an itemized monthly invoice to the City for the prior month's services, fees, and charges.
3. Establish a cohesive plan for collecting rent from tenants pursuant to existing rent statements and lease agreements.
4. Respond to the needs of tenants 24/7, 7 days a week. Such needs include, but are not limited to, landscaping, property maintenance, and parking control issues.
5. Maintain a log of any and all information received that a tenant will be vacating or has vacated a project unit and shall provide that information to the City on a regular basis.
6. Coordinate the transfer of utility services after property purchases and coordinate the disconnection of utilities after properties have vacated and before demolition occurs.
7. Notify the City in writing, and the appropriate law enforcement authorities, in the event any injuries, damages, illegal entry, illegal occupancy, or disturbances occur at any time.
8. Act as the liaison between tenants and City Staff, including verbal communication and the ability to adapt to a language as requested, including English, Spanish and Vietnamese.
9. Create and send correspondence letters to tenants regarding City operations.
10. Contact tenants regarding late rent payments, including late fees assessed, payment plan setup, and follow-ups. Initiate eviction proceedings should the need arise.



**Exhibit B**

**Rates of Compensation**

<b>Annual Management Fee</b>	<b>\$77,520</b>
<b>One-time Setup Fee</b>	<b>\$7,500</b>

**Maximum budget amount for the following:**

<b>Lighting</b>	<b>\$10,800</b>
<b>Debris Cleanup</b>	<b>\$9,352</b>
<b>Health and Safety Repairs</b>	<b>\$45,000</b>
<b>Annual Salaries</b>	<b>\$108,000</b>
<b>Total</b>	<b>\$258,172</b>



## CITY OF STANTON

ORIGINAL

### AGREEMENT FOR CONSULTANT SERVICES

**THIS AGREEMENT**, is made and effective as of June 9, 2020, between the **City of Stanton**, a California Municipal Corporation ("City") and **Quality Management Group**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on June 9, 2020 and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 1, 2021, unless sooner terminated pursuant to the provisions of this Agreement. The City Manager shall have the unilateral option, in his or her sole discretion, to renew this Agreement annually for no more than two additional one-year terms.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. When available, a more detailed work program shall be attached and incorporated into this agreement as a separate exhibit.

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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



5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **seventy five thousand (\$75,000)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed ten thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

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

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

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

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



7. **DEFAULT OF CONSULTANT**

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

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

8. **OWNERSHIP OF DOCUMENTS**

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

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



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

9. **INDEMNIFICATION**

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

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, Consultant shall further indemnify, protect, defend and hold harmless the City and Indemnified Parties from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant. **City shall indemnify, protect, defend and hold harmless Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) from and against any claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands wholly and exclusively arising out of or related to real property conditions existing prior to this Agreement and unrelated to**



**Consultant's performance of the duties set forth in Exhibit A of this Agreement.**

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

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

10. **INSURANCE**

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

11. **INDEPENDENT CONSULTANT**

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

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to





Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

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

13. **UNDUE INFLUENCE**

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

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

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

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

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning



the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

16. **NOTICES**

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

To City:	City of Stanton 7800 Katella Ave Stanton, California 90680 Attention: City Clerk
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To Consultant:	Quality Management Group 3105 E. Guasti Road, Suite 100 Ontario, CA 91761
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17. **ASSIGNMENT**

The Consultant shall assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered



pursuant to this Agreement, only **Quality Management Group** shall perform the services described in this Agreement.

18. **LICENSES**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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

21. **CONTENTS OF PROPOSAL**

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

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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



ORIGINAL

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

**CITY OF STANTON**

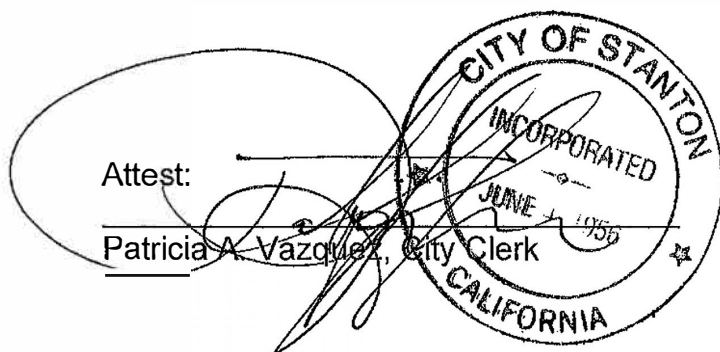
By: [Signature]  
Jarad L. Hildenbrand  
City Manager

**CONSULTANT**

By: [Signature]  
(Signature)

JOSHUA LABARGE  
(Typed Name)

Its: PRESIDENT



Attest:  
[Signature]  
Patricia A. Vazquez, City Clerk

Approved As To Form:

[Signature]  
Matthew E. Richardson, City Attorney

[Signature]

## EXHIBIT A

### Scope of Work

Property management services shall include, but are not limited to, the following:

1. Take in service calls from tenants and respond accordingly with the appropriate dispatcher such as a handy-man, plumber, public works, etc.
2. Issue an itemized monthly invoice to the City for the prior month's services, fees, and charges.
3. Establish a cohesive plan for collecting rent from tenants pursuant to existing rent statements and lease agreements.
4. Respond to the needs of tenants 24/7, 7 days a week. Such needs include, but are not limited to, landscaping, property maintenance, and parking control issues.
5. Maintain a log of any and all information received that a tenant will be vacating or has vacated a project unit and shall provide that information to the City on a regular basis.
6. Coordinate the transfer of utility services after property purchases and coordinate the disconnection of utilities after properties have vacated and before demolition occurs.
7. Notify the City in writing, and the appropriate law enforcement authorities, in the event any injuries, damages, illegal entry, illegal occupancy, or disturbances occur at any time.
8. Act as the liaison between tenants and City Staff, including verbal communication and the ability to adapt to a language as requested, including English, Spanish and Vietnamese.
9. Create and send correspondence letters to tenants regarding City operations.
10. Contact tenants regarding late rent payments, including late fees assessed, payment plan setup, and follow-ups. Initiate eviction proceedings should the need arise.



## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

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

Consultant shall provide the following types and amounts of insurance:

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



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

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

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



the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

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



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



21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



## CITY OF STANTON

### REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** June 27, 2023

**SUBJECT: GRANT ADMINISTRATION AGREEMENT WITH THE HOPE CENTER OF ORANGE COUNTY**

#### **REPORT IN BRIEF:**

The City was designated as the recipient of \$5,000,000 as part of the Byrne Discretionary Grants program. The grant must be used for the project of the North Orange County Public Safety Task Force. The North Orange County Public Safety Collaborative's Coordinating & Advisory Board has directed that the funds be used to sponsor the programs and activities of the HOPE Center of Orange County (HOPE Center). This agreement ensures that the City's disbursement, and the HOPE Center's use, of the grant funds complies with all applicable legal requirements.

#### **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. Approve the Grant Administration Agreement and authorize the City Manager to execute said Agreement; and
3. Ratify payments made to HOPE Center from September 1, 2022, through June 27, 2023.

#### **BACKGROUND:**

The North Orange County Public Safety Collaborative ("Collaborative"), formerly known as the North Orange County Public Safety Task Force, is comprised of eleven member cities, including the City of Stanton. The City is the current fiscal agent of the Collaborative, and all Collaborative decisions are made by the Coordinating & Advisory Board ("Board"). The City was designated as the recipient of \$5,000,000 as part of the Byrne Discretionary Grant program (the "Byrne Grant"). The grant must be used for a Collaborative project and the Board has directed the funds be used to support homeless outreach efforts. Specifically, the Board approved an application for the Byrne Grant to sponsor the programs and activities of the Homeless Outreach and Proactive Engagement Center of Orange County ("HOPE Center").

The HOPE Center is a regional hub that brings together community health workers, community-based organizations, and local law enforcement to address homelessness in a collaborative, comprehensive, structured, and efficient manner. The HOPE Center is working on developing and deploying a unified technology platform that seamlessly combines outreach worker dispatch, bed shelter reservation, and supportive housing matching. This centralized suite of apps will give the various homelessness service providers access to integrated, real-time data on their clients that they can use for effective case management at every point of work, from the initial outreach on the street to the permanent housing solution.

On July 26, 2022, the U.S. Department of Justice's Office of Justice Programs (OJP) approved the Byrne Grant application. On February 9, 2023, the OJP approved the Byrne Grant budget. The Byrne Grant period of performance is three years: from September 1, 2022, to August 31, 2025.

#### **ANALYSIS AND JUSTIFICATION:**

The Byrne Grant Agreement between the OJP and the City includes over fifty award conditions, and sets recordkeeping, performance reporting, and financial reporting requirements. The City has set up internal controls to comply with the Byrne Grant program requirements, as well as all other applicable legal requirements. This Grant Administration Agreement ("Agreement") between the City and the HOPE Center will bind the HOPE Center to the same legal requirements, including the requirement that HOPE Center personnel complete the OJP's Grants Financial Management Training.

The Agreement also outlines the protocol for disbursement of the Byrne Grant funds, which is done primarily on a reimbursement basis. The City will collaborate with the HOPE Center to submit progress reports and budget modifications, as needed.

#### **FISCAL IMPACT:**

The City serves as a pass-through entity for the grant and will recover all administrative overhead costs. The Fiscal Year 2022-23 Amended Budget in the Justice Assistance Grant Fund (#245) includes the \$5,000,000 appropriation for this program.

#### **ENVIRONMENTAL IMPACT:**

None. This item is an administrative activity not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(5) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

**LEGAL REVIEW:**

The City Attorney has reviewed the Grant Administration Agreement and approved it as to form.

**STRATEGIC PLAN OBJECTIVE(S):**

Obj. No. 1: Provide a safe community.

**PUBLIC NOTIFICATION:**

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

**Prepared by:** Jason Huynh, Management Analyst

**Reviewed by:** Soo Elisabeth Kang, Assistant to the City Manager

**Fiscal Impact Reviewed by:** Michelle Bannigan, Finance Director

**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachment(s):**

A. Grant Administration Agreement

**GRANT ADMINISTRATION AGREEMENT  
BETWEEN THE CITY OF STANTON AND  
THE HOPE CENTER OF ORANGE COUNTY**

This Grant Administration Agreement ("**Agreement**") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2023 ("**Effective Date**"), by and between the City of Stanton, a California municipal corporation ("**City**"), and the HOPE Center of Orange County, a California Nonprofit Public Benefit Corporation, located at 2050 Youth Way, Building #1, Fullerton, CA 92835 ("**Subrecipient**"). City and Subrecipient are sometimes referred to collectively as the "**Parties**" and singularly as a "**Party**."

**RECITALS**

- A. On March 15, 2022, President Joseph R. Biden Jr. signed into law H.R. 2471, the "Consolidated Appropriations Act, 2022" (the "**Act**").
- B. The Act allocated \$184,707,000 in funding for the "Byrne Discretionary Community Project Grants/Byrne Discretionary Grants" program ("**Byrne Federal Grant Program**"). The Assistance Listing Number associated with the Byrne Federal Grant Program is: 16.753 (Congressionally Recommended Awards).
- C. Within the Byrne Federal Grant Program, the Act identified various projects that were eligible for funding. Each project so identified included a funding allocation and designated recipient.
- D. The Act designated City as the recipient of \$5,000,000 in Byrne Federal Grant Program funds, which must be used to support "North Orange County Public Safety Task Force" programs and activities (the "**Byrne Grant Funds**").
- E. On April 1, 2022, personnel from the Office of Justice Programs ("**OJP**")—a department within the United States Department of Justice—informed City that it must submit an application to OJP to access the Byrne Grant Funds.
- F. City submitted an application to OJP on July 5, 2022 ("**Application**"). The Application is attached hereto as **Exhibit "A"** and incorporated herein by reference.
- G. The Application noted that City is one of 11 member cities that comprise the North Orange County Public Safety Task Force—now known as the North Orange County Public Safety Collaborative ("**Collaborative**"). The Application further explained that City, in conjunction with the Collaborative, desired to use the Byrne Grants Funds to sponsor Subrecipient's programs and activities.
- H. On July 26, 2022, OJP approved the Application and awarded City the \$5,000,000 in Byrne Grant Funds ("**OJP Approval**"). The OJP Approval is attached hereto as **Exhibit "B"** and incorporated herein by reference; its Federal Award Identification Number is 15PBJA22GG00262BRND. As required by the OJP Approval, City enrolled in the federal Automated Standard Application for Payments portal ("**Federal Portal**"), which is the means by which City may access the Byrne Grant Funds.
- I. Consistent with the Application and OJP Approval, Subrecipient desires to utilize the Byrne Grant Funds to cover the costs of certain expenses, projects, purchases, and activities set forth in the scope of work attached hereto as **Exhibit "C"** and incorporated

herein by reference. City desires to function as a pass-through entity by disbursing the Byrne Grant Funds to Subrecipient for these purposes.

- J. City further desires to ensure that its disbursement, and Subrecipient's use, of the Byrne Grant Funds complies with all applicable legal requirements, including without limitation, the Act, the Byrne Federal Grant Program, the Application, the OJP Approval, the Office of Management & Budget ("**OMB**") Compliance Supplement, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all other statutes and/or regulations governing the use and distribution of Byrne Federal Grant Program funding.

**NOW, THEREFORE**, in consideration of the above recitals, which are fully incorporated into this Agreement, and the mutual covenants contained herein, City and Subrecipient agree as follows:

## **1. DISBURSEMENTS**

- 1.1. The Byrne Grant Funds shall be disbursed by City to Subrecipient in accordance with the provisions of this Agreement, including without limitation, the budget and invoicing guide included in that certain "HOPE Center Byrne Grant Budget," attached hereto as **Exhibit "D,"** and incorporated herein by reference.
- 1.2. Subrecipient may request a disbursement by submitting a funding request to City in accordance with the procedures attached hereto as **Exhibit "E"** and incorporated herein by reference (each a "**Funding Request**"). Subrecipient may submit a Funding Request to City no more than three times per month.
- 1.3. Upon receipt of a Funding Request, City will notify Subrecipient if any additional information and/or documentation is required. Subrecipient shall promptly provide City with any requested information and/or documentation. Thereafter, City shall cause the Byrne Grant Funds to be disbursed to City from the Federal Portal. Within 10 days of the City's receipt of the funds, City will pay the Funding Request via an ACH payment or check made out to Subrecipient.
- 1.4. In accordance with Exhibit "D," the Parties acknowledge that a portion of the Byrne Grant Funds will be used to cover the Parties' "Indirect Costs." The Parties agree that "Indirect Costs" shall include, but are not limited to, single audits of Subrecipient as contemplated by Section 5.3 and time spent by City's staff—including, without limitation, Management Analysts—in administering this Agreement ("**City Staff Time**"). Subrecipient agrees that City may reimburse itself from the Byrne Grant Funds for City Staff Time at a rate of \$ 34.31 per hour, which may be amended from time to time by City via its adopted salary schedule. The total "Indirect Costs" City may reimburse itself for under this Section 1.4 shall not exceed the limits specified in Exhibit "D."
- 1.5. City shall keep accurate and complete records of all disbursements of Byrne Grant Funds to City for reimbursement of City Staff Time. Such records shall be available for review by Subrecipient on a quarterly basis upon reasonable written notice to City.

## **2. TERM**

The term of this Agreement shall commence on September 1, 2022 and shall continue in full force and effect through December 31, 2026 unless City terminates this Agreement or any portion thereof at an earlier date as provided herein. Notwithstanding the foregoing, certain obligations shall survive the termination of this Agreement, as provided herein.

## **3. RESTRICTIONS ON USE OF FUNDS**

3.1. The Parties acknowledge and agree that the Byrne Grant Funds are subject to the following conditions:

3.1.1. Subrecipient's use of the Byrne Grant Funds will comply with all applicable requirements, including, without limitation, the Act, the Byrne Grant Program, the Application, the OJP Approval, the OMB Compliance Supplement, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all statutes and/or regulations governing the use and distribution of Byrne Federal Grant Program funding.

3.1.2. The Byrne Grant Funds shall be disbursed to Subrecipient solely for the purposes provided in Exhibit "C," and all eligible expenses must be incurred by Subrecipient during the period of September 1, 2022 and August 31, 2025. Subrecipient shall not use the Byrne Grant Funds for any purpose not provided for in Exhibit "C."

3.1.3. All disbursements of Byrne Grant Funds to Subrecipient shall be subject to and consistent with the budget and processing procedures attached as Exhibit "D" and Exhibit "E." Notwithstanding any other provision of this Agreement, City will not disburse Byrne Grant Funds if a Funding Request, or the cumulative sum of Funding Requests, is inconsistent with Exhibit "D."

3.1.4. In addition to the foregoing, Subrecipient shall not use the Byrne Grant Funds for any activity that would violate City, state or federal statutory or decisional law, including, but not limited to, any regulations affecting non-profit or other organizations exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

## **4. SUBRECIPIENT TRAINING**

4.1. Subrecipient agrees that for the duration of the Agreement, its personnel shall be adequately trained, to the satisfaction of City, on the following:

Online Grants Financial Management Training by the Office of Justice Programs

4.2. The Parties acknowledge and agree that additional staff trainings may be necessary from time to time. Subrecipient agrees that City may require Subrecipient's personnel to undergo additional trainings that City deems necessary to administer the Byrne Grant Funds.



## 5. DOCUMENTATION AND AUDIT REQUIREMENTS

- 5.1. For the duration of this Agreement, Subrecipient shall provide biannual performance reports ("**Performance Report**") in accordance with the template attached hereto as **Exhibit "F"** and incorporated herein by reference. Performance Reports must be submitted to City each year: (1) on or before July 15<sup>th</sup> for the preceding January through June; and (2) on or before January 15<sup>th</sup> for the preceding July through December.
- 5.2. Subrecipient shall maintain true, proper, and complete documentation that evidences Subrecipient's expenditures for approved uses of the Byrne Grant Funds ("**Records**") through December 31, 2030. Subrecipient shall make available to City such Records within 10 calendar days of the City's request. Subrecipient understands that other agencies, including, without limitation, the federal government, are authorized to audit City's use of Byrne Grant Funds. Subrecipient shall use its best efforts to cooperate, promptly, in any audit by any agency or entity, including a City audit. This subsection 5.2 shall survive the termination or expiration of this Agreement.
- 5.3. Subrecipient shall cause both the following to be completed on an annual basis: (1) an audit of its financial statements performed by an independently certified public accounting firm in accordance with Government Auditing Standards; and (2) a single audit performed in accordance with Government Auditing Standards and the Office of Management and Budget Compliance Supplement. A reporting package that includes the following items must be provided to City within 30 days of the issuance of the auditor reports or nine months after the end of Subrecipient's fiscal year, whichever is sooner: (1) data collection form(s); (2) audited financial statements; (3) single audit report; (4) a management letter issued by the auditors, if provided in a separate letter; and (5) Subrecipient's corrective actions planned for any findings/recommendations provided from the auditors.
- 5.4. If an audit finds that any Byrne Grant Funds were used for disallowed costs, Subrecipient shall provide written notice to City and pay the total sum of the disallowed costs (plus any interest imposed by the federal government) to City within 30 days of the issuance of the applicable audit report.

## 6. INDEMNIFICATION

- 6.1. To the fullest extent permitted by law, Subrecipient shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, representatives, agents, volunteers, and employees (collectively, the "**Indemnified Parties**") from and against any and all claims (including, without limitation, claims for bodily injury, death, or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a "**Claim**" and collectively, "**Claims**"), which may arise from or in any manner relate (directly or indirectly) to misrepresentations or omissions by Subrecipient related to the Byrne Grant Funds, the disbursement of Byrne Grant Funds to Subrecipient, the acceptance or expenditure of Byrne Grant Funds by Subrecipient, and/or the Agreement (including the negligent and/or willful acts, errors and/or omissions of the Subrecipient, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, and anyone

employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). This indemnification provision shall survive the expiration or termination of this Agreement.

## **7. SUBRECIPIENT INDEPENDENCE**

In the performance of this Agreement, Subrecipient, its agents, and employees shall act in an independent capacity and are shall not be considered officers, agents, or employees of City. The manner and means of performing under this Agreement are under the control of Subrecipient, except to the extent they are limited by statute, rule or regulation, and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Subrecipient, or any of Subrecipient's employees or agents, to be the agents or employees of City. Subrecipient shall have the responsibility for and control over the means of performance under this Agreement, provided that Subrecipient is in compliance with the terms of this Agreement.

## **8. PROHIBITION AGAINST TRANSFERS**

Subrecipient shall not assign, sublease, hypothecate, or transfer this Agreement or any of the services to be performed under this Agreement, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without written consent of City shall be null and void. Subrecipient shall be required to promptly reimburse City for any unauthorized assignment, sublease, hypothecation, or transfer of funds. This prohibition against transfers shall survive the expiration or termination of this Agreement.

## **9. NOTICES**

9.1. All notices, demands, requests, or approvals to be given under this Agreement shall be given in writing and shall be conclusively deemed served when delivered, personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this section.

9.2. All notices, demands, requests or approvals from Subrecipient to City shall be addressed to the City at:

Attn: City Manager  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Email: [hshinheydorn@stantonca.gov](mailto:hshinheydorn@stantonca.gov)

9.3. All notices, demands, requests or approvals from City to Subrecipient shall be addressed to Subrecipient at:

Attn: Kellee Fritzal  
HOPE Center of Orange County  
2050 Youth Way, Building #1  
Fullerton, CA 92835  
Email: [kellee.fritzal@ochopecenter.org](mailto:kellee.fritzal@ochopecenter.org)

## 10. VIOLATIONS AND TERMINATION

- 10.1. Specific Performance. Subrecipient agrees that, by accepting any Byrne Grant Funds, City has the legal right, and that all necessary conditions have been satisfied, to specifically enforce Subrecipient's obligations pursuant to this Agreement.
- 10.2. Immediate Termination. City may immediately terminate this Agreement if substantial evidence indicates that Subrecipient: (1) made a material misrepresentation to City; (2) falsified any document provided to City; (3) used Byrne Grant Funds for an ineligible expenditure; or (4) has engaged in fraud, theft, embezzlement, money laundering or any other financial impropriety. If City terminates the Agreement pursuant to this subsection 10.2, Subrecipient shall return up to and including the entirety of the Byrne Grant Funds to City within 10 calendar days of City's written notice. Notwithstanding the foregoing, City shall consider any supporting documentation from Subrecipient which demonstrates that Subrecipient has used the Byrne Grant Funds in accordance with Section 3 of this Agreement. If City determines that funds have been used in accordance with Section 3, City may, in its sole and absolute discretion, elect not to require Subrecipient to return such funds.
- 10.3. Violation; Opportunity to Cure. Except as otherwise provided in subsection 10.2 above (Immediate Termination), if Subrecipient violates this Agreement, Subrecipient shall cure such violation within 30 calendar days after receipt of written notice from City of such violation or within a timeframe that is mutually agreed to by the Parties in writing. If Subrecipient fails to timely cure the violation, then City may terminate the Agreement and Subrecipient shall return up to and including the entirety of the Byrne Grant Funds to City within 10 calendar days after receipt of written notice from City. Notwithstanding the foregoing, City shall consider any supporting documentation from Subrecipient which demonstrates that Subrecipient has used the Byrne Grant Funds in accordance with Section 3 of this Agreement. If City determines that funds have been used in accordance with Section 3, City may, in its sole and absolute discretion, elect not to require Subrecipient to return such funds.
- 10.4. Misc.
- 10.4.1. If this Agreement is terminated pursuant to subsection 10.2 or 10.3 above, City shall have no further obligation to provide Byrne Grant Funds to Subrecipient. City shall also have the right to award the Byrne Grant Funds to another subrecipient, subject to OJP approval.
- 10.4.2. In exercising its rights set forth above, City's decision shall be final.
- 10.4.3. In addition to the remedies set forth above, City shall have all other remedies available at law or equity to enforce this Agreement.

## 11. INSURANCE

Throughout the term of this Agreement, Subrecipient shall procure and maintain Dishonesty (Fidelity & Crime) insurance with limits of not less than \$100,000 per occurrence. The City, its officers, officials, employees, and volunteers are to be covered

as additional insureds under Subrecipient's policy. Covered services thereunder shall include all work to be performed by Subrecipient under this Agreement. Subrecipient shall provide current evidence of the required insurance in a form acceptable to City and shall provide replacement evidence for any required insurance that expires prior to the completion, expiration, or termination of this Agreement.

## **12. PRIOR AGREEMENT; SUPERSEDED**

Upon the Effective Date set forth above, this Agreement shall replace and supersede that certain "Grant Agreement" attached hereto as **Exhibit "G"** and incorporated herein by reference.

## **13. STANDARD PROVISIONS**

- 13.1. Compliance With All Laws. Subrecipient shall, at its own cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, including federal, state, county, or municipal, whether now in force or hereinafter enacted.
- 13.2. Waiver. A waiver by either Party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.
- 13.3. Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.
- 13.4. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.
- 13.5. Amendments. This Agreement may be modified or amended only by a written document executed by both Subrecipient and City.
- 13.6. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 13.7. Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.
- 13.8. Equal Opportunity Employment. Subrecipient represents that it is an equal opportunity employer and it shall not discriminate against any contractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age, or any other impermissible basis under law.

- 13.9. Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall be entitled to its attorney's fees.
- 13.10. Taxes. The City and Subrecipient expressly agree that the Subrecipient shall be responsible for all taxes that are associated in any way with the receipt or use of the Byrne Grant Funds.
- 13.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:**

**CITY OF STANTON**

A California municipal corporation

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_

By: \_\_\_\_\_  
HongDao Nguyen  
City Attorney

By: \_\_\_\_\_  
Hannah Shin-Heydorn  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
Patricia A. Vazquez  
City Clerk

**Subrecipient:**

**HOPE CENTER OF ORANGE COUNTY**

a California nonprofit public benefit corporation

Date: 6/22/23

By: Kellee Fritzal  
Kellee Fritzal  
Executive Director

Date: 6/22/2023

By: Sarah Bernal  
Sarah Bernal  
Operations Manager

**SUBRECIPIENT      UNIQUE      ENTITY**  
**IDENTIFIER (UEI):**

QC64KWSTLAM5

**SUBRECIPIENT TAXPAYER ID NO:**

88-3758306

**[END OF SIGNATURES]**

# EXHIBIT A

(Application)

## Standard Applicant Information

### Project Information

<b>Project Title</b> North Orange County Public Safety Collaborative	<b>Proposed Project Start Date</b> 9/1/22	<b>Proposed Project End Date</b> 8/31/25
<b>Federal Estimated Funding (Federal Share)</b> 5000000.00	<b>Applicant Estimated Funding (Non-Federal Share)</b> 0.00	<b>Program Income Estimated Funding</b> 0.00
<b>Total Estimated Funding</b> 5000000.00		

### Areas Affected by Project (Cities, Counties, States, etc.)

90680

92808

92870

90620

92821

90630

92835

90623

90631

92885

### Type Of Applicant

**Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

**Type of Applicant 2: Select Applicant Type:**

\_\_\_\_\_

**Type of Applicant 3: Select Applicant Type:**

\_\_\_\_\_

**Other (specify):**

\_\_\_\_\_

### Application Submitter Contact Information

---

**Application POC Prefix Name**

Mr.

**Application POC First Name**

Jason

**Application POC Middle Name**

Michael

**Application POC Last Name**

Huynh

**Application POC Suffix Name**

---

**Organizational Affiliation**

City of Stanton

**Title**

Management Analyst

**Email ID**

JHuynh@StantonCA.gov

**Phone Number**

7148904275

**Fax Number**

---

**ORINumber**

---

**Executive Order and Delinquent Debt Information**Is Application Subject to Review by State Under Executive Order 12372? 

c. Program is not covered by E.O. 12372.

---

Is the Applicant Delinquent on Federal Debt?

No

**SF424 Attachments (6)****Name**[manifest.txt](#)**Date Added**

6/8/22

**Name**[Form SF424\\_4\\_0-V4.0.pdf](#)**Date Added**

6/8/22

**Name**[Form SFLLL\\_2\\_0-V2.0.pdf](#)**Date Added**

6/8/22

**Name**[SF424\\_4\\_0-1234-Areas Affected by Project.xlsx](#)**Date Added**

6/8/22

**Name**[SF424\\_4\\_0-1235-Congressional Districts of Program-Project.xlsx](#)**Date Added**

6/8/22

[Load More](#)



## Authorized Representative

### Authorized Representative Information

**Prefix Name**

Mr.

**First Name Middle Name Last Name Suffix Name**

Jason Michael Huynh —

**Title**

Management Analyst

## Verify Legal Name, Doing Business As, and Legal Address

**Legal Name**

STANTON, CITY OF

**Doing Business As****UEI**

FPXRE3JFQTH8

**Legal Address****Certification**

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

**I confirm this is the correct entity.**

**Signer Name**

Jason Huynh

**Certification Date / Time**

06/30/2022 06:09 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:
  - a. Contact your Entity Administrator.
  - b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.
3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.



## Proposal Abstract

The service planning area of North Orange County, which is made up of eleven cities, proactively draws on its partners and existing resources to work together in violence prevention and intervention. The North Orange County Public Safety Task Force—now known as the North Orange County Public Safety Collaborative (the “Collaborative”)—employs a structured, collaborative and highly leveraged approach which aligns and coordinates the efforts of local law enforcement across a contiguous, manageable geography while also enlisting and funding local community-based organizations (CBOs) and other community partners with experience and expertise in treating the underlying causes of complex challenges. Operating on a model of unified responsibility that is anchored by three pillars—centralizing resources, integrating data, and coordinating responses—the Collaborative seeks to sponsor the Homeless Outreach and Proactive Engagement Center (HOPE Center) to align the various scattered efforts in the area of homeless outreach & engagement and manage these efforts in one seamless response driven by a multitude of specialized responders.

As a subrecipient of the funding, the HOPE Center is sponsored by the North Orange County Public Safety Collaborative to take the next step in actualizing the coordination of 11 North Orange County cities, community-based organizations, behavioral health street practitioners, and community health workers by 1) centralizing their service provision so that they are dispatched out of one physical building—regardless of traditional jurisdictions—and 2) getting them all to adhere to one technological communication and data aggregation platform. That technological platform, Outreach Grid, will be utilized by the HOPE Center and its partners will be instrumental to the HOPE Center’s adoption of a concept known as the “Point of Work” data collection.

The “Point of Work” approach entails leveraging technology to eliminate latency—operations are conducted in real-time on a consolidated platform, and data is logged into the system at the exact moment it is collected. Applied to the field of homeless service provision, a system of addressing homelessness can be reduced to four phases (or points of work): outreach, shelter, housing navigation and case management, and permanent (supportive) housing. At each point of work, our technology and practices must enable the collection of data pertinent to the type of agency working with the client at the time of engagement, as well as support the communication of that data when they are linked to agencies in the next step in the process. The HOPE Center and Outreach Grid software will improve the capacity of the homeless services system to effectively plan, manage, and allocate resources so that responses are appropriate and expedient. That means that individuals experiencing homelessness will gain more reliable relief and consistent support—the right resource at the right time from first contact to permanent housing.

## Proposal Narrative

	<b>Name</b> <a href="#">Hope Center - Proposal Narrative.pdf</a>	<b>Category</b> Proposal Narrative	<b>Created by</b> Jason Huynh	<b>Application Number</b> —	<b>Date Added</b> 06/30/2022	
	<b>Name</b> <a href="#">FY22 JustGrants Application - FINAL.docx</a>	<b>Category</b> Proposal Narrative	<b>Created by</b> Jason Huynh	<b>Application Number</b> —	<b>Date Added</b> 06/30/2022	

## Goals, Objectives, Deliverables, and Timeline

### Goal Statement

Implement HOPE Center for North Orange County through a coordinated, regional plan that improves the communication and information collection in street homeless outreach & engagement

Objective	Fiscal Year	Quarter
Identify and improve homeless outreach & engagement capacity	2022	Ongoing
Encourage information sharing between homeless service providers	2022	Ongoing
Provide responsive and appropriate services to homeless individuals in North Orange County	2022	Ongoing
Deliverable	Fiscal Year	Quarter
MOUs, Letters of Agreement or Other Interim Deliverables	2022	Q4
Training In-person Curriculum	2023	Q2
Training	2023	Ongoing

## Budget and Associated Documentation

### Budget Summary

### Budget / Financial Attachments

#### Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

### Financial Management Questionnaire (Including applicant disclosure of high-risk status)



**Name**  
Financial Management  
Questionnaire.pdf

**Category**  
Budget Financial  
Management  
Questionnaire

**Created by**  
Jason Huynh

**Application  
Number**  
—

**Date  
Added**  
07/05/2022



### Disclosure of Process Related to Executive Compensation

No documents have been uploaded for Disclosure of Process Related to Executive Compensation

### Additional Attachments

No documents have been uploaded for Additional Attachments

## Budget and Associated Documentation

	Year 1	Year 2	Year 3	Total
Personnel	\$959,934.00	\$959,934.00	\$959,934.00	\$2,879,802.00
Fringe Benefits	\$200,000.00	\$99,900.00	\$99,900.00	\$399,800.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$20,000.00	\$2,000.00	\$1,000.00	\$23,000.00
Supplies	\$48,000.00	\$26,400.00	\$14,400.00	\$88,800.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
SubAwards	\$568,000.00	\$186,759.00	\$186,759.00	\$941,518.00
Procurement Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other Costs	\$200,430.00	\$100,000.00	\$100,000.00	\$400,430.00
Total Direct	\$1,996,364.00	\$1,374,993.00	\$1,361,993.00	\$4,733,350.00

Costs

	\$4,000.00	\$124,800.00	\$137,850.00	\$266,650.00
Indirect Costs				
Total Project Costs	\$2,000,364.00	\$1,499,793.00	\$1,499,843.00	\$5,000,000.00

Total Project  
Cost  
Breakdown

	Total	Percentage
Federal Funds	\$5,000,000.00	100.00%
Match Amount	\$0.00	0.00%
Program Income Amount	\$0.00	0.00%

**Please note:** After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES? No

Personnel

Instructions

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the narrative section, please provide a specific description of the responsibilities and duties for each position, and explain how the responsibilities and duties support the project goals and objectives outlined in your application.

Year 1

Year 1 Personnel Detail						
Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00

Coordinator						
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Administrative Assistant	\$104,000.00	Y	1.00	100.00%	\$104,000.00
Mike Hines	Lieutenant	\$181,000.00	Y	1.00	100.00%	\$181,000.00
Kellee Fritzal	Executive Director	\$156,000.00	Y	1.00	100.00%	\$156,000.00

#### Personnel Total Cost

\$959,934.00

#### Additional Narrative

The purpose of the Executive Director is to build a strong leadership team of dedicated and passionate partners committed to executing the goals, objectives, and deliverables of the HOPE Center; build, grow, and sustain a culture of equity and inclusion where racial equity is operationalized as a practice and outcome; continue the efforts to build efficiency and innovative best practices within every organizational area of the HOPE Center that supports and aligns with the growth North Orange County has experienced; create strategic and real-time feedback loops with funders, providers, and persons experiencing homelessness to ensure effective and timely services; maintain the fiscal integrity of the HOPE Center, including the development of long-term funding options capable of sustaining the organization; develop a communication and branding strategy that clearly articulates the HOPE Center's role as the backbone of the North Orange County region's re-housing system; and lead a healthy and positive culture through change management and strategic shifts.

The purpose of the Lieutenant is to work in tandem with the Executive Director and staff, along with all stakeholders and constituent interests. The Lieutenant will establish and maintain liaison relationships with law enforcement agencies and other governmental agencies, county and city departments, community-based organizations, the public, and other outside jurisdictions, in addition to coordinating high-level networks and/or coalitions of communication across sectors or entities to provide appropriate and timely public safety services. He will implement emerging trends in service delivery for the intersecting issues of homelessness, health, and housing. He will assist and lead in formulating the standardized training manual for street practitioners, including public safety officers and street homeless outreach specialists. As a seasoned leader who understands the homeless services ecosystem and can articulate and advocate for the priorities of the HOPE Center to all key stakeholders and constituent interests, he will develop short- and long-range plans, policies, and priorities for the HOPE Center's public safety outreach team. He will also manage multiple, conflicting priorities and resolve complex problems through a stakeholder process designed to raise awareness and build consensus. The Lieutenant will demonstrate his organizational management experience while working within a complex governance structure comprised of a multitude of diverse partners and organizations.

#### Year 2

#### Year 2

##### Personnel Detail

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Administrative Assistant	\$104,000.00	Y	1.00	100.00%	\$104,000.00

Mike Hines	Lieutenant	\$181,000.00	Y	1.00	100.00%	\$181,000.00
Kellee Fritzal	Executive Director	\$156,000.00	Y	1.00	100.00%	\$156,000.00

#### Personnel Total Cost

\$959,934.00

#### Additional Narrative

The purpose of the Administrative Assistant is to support the day-to-day operations of the HOPE Center and specifically, general office tasks and administrative duties, such as directing communications between colleagues and partners, organizing schedules and events, entering data, bookkeeping, maintaining office equipment, and so on. The administrative assistant will be focused on their goals as well as the overall goals of the HOPE Center and be prepared for anything that comes their way. The Administrative Assistant serves a vital role, especially because the HOPE Center will be collaborating with teams and individuals that come from a variety of organizations and jurisdictions.

The purpose of the Homeless Outreach Coordinators (HOCs) is to conduct outreach and engagement in coordination with the law enforcement agencies, the County of Orange Health Care Agency, participating cities' staff, Mercy House, People Assisting the Homeless (PATH), Volunteers of America-Los Angeles (VOA-LA), CalOptima, and other service providers. A Homeless Outreach Coordinator's activities will include at least seven field visits per week to all areas of the communities identified as having unsheltered persons, with the goal of making initial contact or following up on active cases.

### Year 3

#### Year 3

#### Personnel Detail

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Homeless Outreach Coordinator	\$86,489.00	Y	1.00	100.00%	\$86,489.00
	Administrative Assistant	\$104,000.00	Y	1.00	100.00%	\$104,000.00
Mike Hines	Lieutenant	\$181,000.00	Y	1.00	100.00%	\$181,000.00
Kellee Fritzal	Executive Director	\$156,000.00	Y	1.00	100.00%	\$156,000.00

#### Personnel Total Cost

\$959,934.00

#### Additional Narrative

Additional field visits by the Homeless Outreach Coordinators (HOCs) will be conducted as required or as directed by the HOPE Center's dispatch and operations (provided by Outreach Grid) to address concerns, situations, and issues related to homelessness. They will conduct Vulnerability Index - Service Prioritization Decision Assistance Tool ("VI-SPDAT") assessments or other related assessments in the field and use the Outreach Grid app to develop a by-name registry of each unsheltered person found to be residing within the community. They will develop an accurate field survey of the region's nighttime population and develop strategies for outreach, case management, and service delivery, all while updating and reporting field activities on Outreach Grid daily. HOCs will be available to attend meetings to discuss outreach and engagement efforts as requested. Case Management Services will be provided on an ongoing basis to assess the condition of each homeless person, develop a housing plan, and coordinate with our wide array of agencies to connect the client with appropriate help and support. HOCs will develop a case management plan for each unsheltered homeless person. The HOPE Center's staff shall create and keep a file for each case and make the information available to the region upon request. The HOCs will engage in proactive case management that may include, but is not limited to, housing programs, substance abuse programs, mental health programs, employment programs, rapid re-housing (diversion) services, or other

services, as deemed appropriate. They will coordinate case management services with the Orange County Health Care Agency, emergency shelters, and other nonprofit providers to provide services based on the case management plan for that individual. Collaboratively, the HOCs will provide monthly activity reports to the region to include total number of clients served, new engagements, number of referrals made, number of VI-SPDAT assessments or other relevant assessments, number of clients who are document-ready, number of clients connected with housing or shelter, number of clients provided with diversion services. Reports may be modified to include additional information requested by the region. HOCs will participate monthly case management meetings with the HOPE Center collaborative partners and attend meetings (as requested by their supervisor) to coordinate program activities with the County of Orange, participating law enforcement agencies, non-profit organizations, and neighboring cities.

Fringe Benefits

Instructions

Fringe benefits should be based on the actual known costs or an approved negotiated rate by a Federal Agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in Personnel budget category listed and only for the percentage of time devoted to the project. In the narrative section, please provide a specific description for each item

Year 1

Fringe Benefit Detail			
Name	Base	Rate (%)	Total Cost
Insurance	\$2,000,000.00	10%	\$200,000.00
Fringe Benefits Total Cost			
			\$200,000.00
Additional Narrative			

Year 2

Fringe Benefit Detail			
Name	Base	Rate (%)	Total Cost
Insurance	\$1,500,000.00	6.66%	\$99,900.00
Fringe Benefits Total Cost			
			\$99,900.00
Additional Narrative			

Year 3

Fringe Benefit Detail			
Name	Base	Rate (%)	Total Cost
Insurance	\$1,500,000.00	6.66%	\$99,900.00
Fringe Benefits Total Cost			
			\$99,900.00
Additional Narrative			

## Travel

### Instructions

Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed. Note: Travel expenses for consultants should be included in the "Consultant Travel" data fields under the "Subawards (Subgrants)/Procurement Contracts" category. For each Purpose Area applied for, the budget should include the estimated cost for travel and accommodations for two staff to attend two three-day long meetings, with one in Washington D.C. and one in their region, with the exception of Purpose Area 1, which should budget for one meeting in Washington D.C, and Purpose Areas 6 and 7, which should budget for 3 meetings within a 3 year period, with 2 in Washington D.C, and 1 within their region. All requested information must be included in the budget detail worksheet and budget narrative.

### Year 1

#### Travel Detail

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Request
-------------------	----------	-----------------	-------	------	----------	------------	------------	------------	--------------------------	-----------------

No items

#### Travel Total Cost

\$0.00

### Year 2

#### Travel Detail

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Request
-------------------	----------	-----------------	-------	------	----------	------------	------------	------------	--------------------------	-----------------

No items

#### Travel Total Cost

\$0.00

### Year 3

#### Travel Detail

Purpose	Type of	# Of	# Of	Non-Federal	Federal
---------	---------	------	------	-------------	---------



of Travel	Location	Expense	Basis	Cost	Quantity	Staff	Trips	Total Cost	Contribution	Request
No items										
<b>Travel Total Cost</b> \$0.00										

## Equipment

### Instructions

List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applications should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Sub awards" (Sub grants)/Procurement Contracts" category. In the budget narrative, explain how the equipment is necessary for the success. In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.

<b>Year 1</b>					
<b>Equipment Detail</b>					
Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
Computers & Accessories	10.00	\$2,000.00	\$20,000.00		\$20,000.00
<b>Equipment Total Cost</b> \$20,000.00					
<b>Additional Narrative</b> Computers can be tablets, desktops, laptops, or 2-in-1s. Accessories can include headsets, mice, keyboards, chargers, etc.					

<b>Year 2</b>					
<b>Equipment Detail</b>					
Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
Computer & Accessories	1.00	\$2,000.00	\$2,000.00		\$2,000.00
<b>Equipment Total Cost</b> \$2,000.00					

<b>Year 3</b>					
<b>Equipment Detail</b>					
Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request

Equipment Item	Items		Total Cost	Contribution	Federal Request
Computer Maintenance & Replacement Parts	1.00	\$1,000.00	\$1,000.00		\$1,000.00
<b>Equipment Total Cost</b>					
		\$1,000.00			

## Supply Items

### Instructions

List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.

### Year 1

Supply Item Detail					
Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Printer/Copier Lease	1.00	\$36,000.00	\$36,000.00		\$36,000.00
Office Supplies (Stationery)	1.00	\$12,000.00	\$12,000.00		\$12,000.00
Supplies Total Cost					
		\$48,000.00			
Additional Narrative					
Printer/copier will be a lease-to-own.					

### Year 2

Supply Item Detail					
Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Printer/Copier Lease/Maintenance	1.00	\$24,000.00	\$24,000.00		\$24,000.00
Office Supplies (Stationery)	1.00	\$2,400.00	\$2,400.00		\$2,400.00
<b>Supplies Total Cost</b>					
		\$26,400.00			

### Year 3

Supply Item Detail					
Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Printer/Copier Maintenance	1.00	\$12,000.00	\$12,000.00		\$12,000.00
Office Supplies (Stationery)	1.00	\$2,400.00	\$2,400.00		\$2,400.00
<b>Supplies Total Cost</b>					

\$14,400.00

## Construction

### Instructions

As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the DOJ grant-making component before budgeting funds in this category. In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

### Year 1

#### Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
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No items

#### Construction Total Cost

\$0.00

### Year 2

#### Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
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No items

#### Construction Total Cost

\$0.00

### Year 3

#### Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
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No items

#### Construction Total Cost

\$0.00

## Subawards

### Instructions

Subawards (see "Subaward" definition at 2 CFR 200.92) : Provide a description of the Federal Award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to the application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category Subawards (Subgrants) Contracts by including the label "(subaward)" with each subaward category.

### Year 1

Subaward (Subgrant) Detail								
Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
Outreach Grid	Technology Tool Development & Implementation		United States	California	Irvine	\$568,000.00		\$568,000.00
<b>Subawards Total Cost</b> \$568,000.00								
<b>Add Consultant Travel</b> _____								
<b>Additional Narrative</b> <u>Outreach Grid (by Appledore, Inc.):</u>  (2 FTE) Dedicated Community Managers will handle data reports, encourage OG technology tool usage, train new users, and troubleshoot issues - \$250,550  (1 FTE) Dispatch Manager will handle incoming service calls in real-time and dispatch the appropriate resource in the field - \$76,830  (1 FTE) Contributor App Manager will handle incoming submissions from community members to route the information to the right resource - \$82,215  (88) App User Licenses @ \$99 per user per month - \$104,544  Android User App Development Fee for 168 hours @ \$320/hour - \$53,760  Each team member will use internal tools to effectively manage data and engage with users on the network, which will allocate the use of engineering resources to continuously build upon these technology tools. Those resources are accounted for in the cost.								

### Year 2

Subaward (Subgrant) Detail								
Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
Outreach Grid	Technology Tool Design & Implementation		United States	California	Irvine	\$186,759.00		\$186,759.00
<b>Subawards Total Cost</b> \$186,759.00								
<b>Add Consultant Travel</b> _____								

### Year 3

Subaward (Subgrant) Detail								
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Procurement Contract Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								

Do you need Consultant Travel?

Yes

Procurement Cost

\$0.00

▼

Consultant Travel Detail

Purpose of Travel	Location	Type of Expense	Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
No items								

Consultant Travel Total Cost

0.00

Procurement Total Cost

\$0.00

Year 3

▼

Procurement Contract Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								

Do you need Consultant Travel?

Yes

Procurement Cost

\$0.00

▼

Consultant Travel Detail

Purpose of Travel	Location	Type of Expense	Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
No items								

Consultant Travel Total Cost

0.00

**Procurement Total Cost**

\$0.00

**Other Direct Costs****Instructions**

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.

**Year 1****Other Cost Detail**

Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
HR/Payroll	1.00	Yearly	\$200,430.00	1.00	\$200,430.00		\$200,430.00

**Other Costs Total Cost**

\$200,430.00

**Additional Narrative**

HR/Payroll--contracted services (market rate)--includes payroll, workers compensation, unemployment insurance, medical/dental insurance, retirement, etc.

**Year 2****Other Cost Detail**

Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
HR/Payroll	1.00	Yearly	\$100,000.00	1.00	\$100,000.00		\$100,000.00

**Other Costs Total Cost**

\$100,000.00

**Year 3****Other Cost Detail**

Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
HR/Payroll	1.00	Yearly	\$100,000.00	1.00	\$100,000.00		\$100,000.00

**Other Costs Total Cost**

\$100,000.00

## Indirect Costs

### Instructions

Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the “de minimis” rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement). If the applicant does not have an approved rate, one can be requested by contacting the applicant’s cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant’s accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) All requested information must be included in the budget detail worksheet and budget narrative. In order to use the “de minimis” indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant’s eligibility (to use the “de minimis” rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.

### Year 1

Indirect Cost Detail					
Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
Administrative & Fiscal Oversight	\$2,000,000.00	0.20%	\$4,000.00		\$4,000.00
<b>Indirect Costs Total Cost</b>					
\$4,000.00					
<b>Additional Narrative</b>					

### Year 2

Indirect Cost Detail					
Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
Legal Services (Agreements & Governance Structure)	\$1,500,000.00	8.32%	\$124,800.00		\$124,800.00
<b>Indirect Costs Total Cost</b>					
\$124,800.00					
<b>Additional Narrative</b>					

### Year 3

Indirect Cost Detail					
Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
Expenditures Related to Direct-Cost Activities	\$1,500,000.00	9.19%	\$137,850.00		\$137,850.00
<b>Indirect Costs Total Cost</b>					
\$137,850.00					
<b>Additional Narrative</b>					



## Additional Application Components

### Tribal Authorizing Resolution

No documents have been uploaded for Tribal Authorizing Resolution

### Research and Evaluation Independence and Integrity Statement

No documents have been uploaded for Research and Evaluation Independence and Integrity Statement

### Additional Attachments

No documents have been uploaded for Additional Attachments

## Disclosures and Assurances

### Disclosure of Lobbying Activities



**Name**  
Form SFLLL\_2\_0-  
V2.0.pdf

**Category**  
LobbyingActivitiesDisclosur  
e

**Created by**  
—

**Application  
Number**  
—

**Date  
Added**  
06/08/2022

### Disclosure of Duplication in Cost Items

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

### CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations

will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application-

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Signed

**SignerID**

jhuynh@stantonca.gov

**Signing Date / Time**

6/30/22 8:55 PM

**U.S. DEPARTMENT OF JUSTICE**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING**

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted of

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

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

(b) Establishing an on-going drug-free awareness program to inform employees about--

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

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

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

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

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

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

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

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

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

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

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

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

SAFETY ENFORCEMENT AWARD CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY AWARD PROGRAMS ( "SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

- (a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and
- (b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

#### 6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Certified

#### SignerID

jhuynh@stantonca.gov

#### Signing Date / Time

6/30/22 8:56 PM

#### Other Disclosures and Assurances

No documents have been uploaded for Other Disclosures and Assurances

#### Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant: (2) I have conducted or there was conducted (including by the applicant's legal counsel as

appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.

2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.
  
3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Signed

**SignerID**

\_\_\_\_\_

**Signing Date / Time**

\_\_\_\_\_

**Other**

No documents have been uploaded for Other

Certified

# **EXHIBIT B**

## **(OJP APPROVAL)**

### **✓ Award Letter**

July 26, 2022

Dear Jason Huynh,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF STANTON for an award under the funding opportunity entitled 2022 BJA FY 22 Invited to Apply — Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program 2. The approved award amount is \$5,000,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg  
Deputy Assistant Attorney General

### **Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that

they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

## **Memorandum Regarding NEPA**

### NEPA Letter Type

#### OJP - Categorical Exclusion

### NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third-party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)



Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

—

Last Name

Terry

## ▼ Award Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

## Recipient Information

**Recipient Name**

STANTON, CITY OF

**UEI**

FPXRE3JFQTH8

**Street 1**

7800 KATELLA AVE

**Street 2**

**City**

STANTON

**State/U.S. Territory**

California

**Zip/Postal Code**

90680

**Country**

United States

**County/Parish**

—

**Province**

—

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## Award Details

**Federal Award Date**

7/26/22

**Award Type**

Initial

**Award Number**

15PBJA-22-GG-00262-BRND

**Supplement Number**

00

**Federal Award Amount**

\$5,000,000.00

**Funding Instrument Type**

Grant

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**Assistance Listing Number   Assistance Listings Program Title**

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16.753

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**Statutory Authority**

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Pub. L. No. 117-103, 136 Stat 49, 125; 28 USC 530C

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*I have read and understand the information presented in this section of the Federal Award Instrument.*

## ▼ Project Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

**Solicitation Title**

2022 BJA FY 22 Invited to Apply — Byrne  
Discretionary Community Project  
Funding/Byrne Discretionary Grants Program 2

**Awarding Agency**

OJP

**Program Office**

BJA

**Application Number**

GRANT13651473

**Grant Manager Name** Phone Number

Elaine Smokes 202-307-1611

**E-mail Address**

Elaine.Smokes@usdoj.gov

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**Project Title**

North Orange County Public Safety Task Force

**Performance Period Start  
Date**

09/01/2022

**Performance Period End  
Date**

08/31/2025

**Budget Period Start Date**

09/01/2022

**Budget Period End Date**

08/31/2025

**Project Description**

The service planning area of North Orange County, which is made up of eleven cities, proactively draws on its partners and existing resources to work together in violence prevention and intervention. The North Orange County Public Safety Task Force—now known as the North Orange County Public Safety Collaborative (the “Collaborative”)—employs a structured, collaborative and highly leveraged approach which aligns and coordinates the efforts of local law enforcement across a contiguous, manageable geography while also enlisting and funding local community-based organizations (CBOs) and other community partners with experience and expertise in treating the underlying causes of complex challenges. Operating on a model of unified responsibility that is anchored by three pillars—centralizing resources, integrating data, and coordinating responses—the Collaborative seeks to sponsor the Homeless Outreach and Proactive Engagement Center (HOPE Center) to align the various scattered efforts in the area of homeless outreach & engagement and manage these efforts in one seamless response driven by a multitude of specialized responders.

As a subrecipient of the funding, the HOPE Center is sponsored by the North Orange County Public Safety Collaborative to take the next step in actualizing the coordination of 11 North Orange County cities, community-based organizations, behavioral health street practitioners, and community health workers by 1) centralizing their service provision so that they are dispatched out of one physical building—regardless of traditional jurisdictions—and 2) getting them all to adhere to one technological communication and data aggregation platform. That technological platform, Outreach Grid, will be utilized by the HOPE Center and its partners will be instrumental to the HOPE Center’s adoption of a concept known as the “Point of Work” data collection.

The “Point of Work” approach entails leveraging technology to eliminate latency—operations are conducted in real-time on a consolidated platform, and data is logged into the system at the exact moment it is collected. Applied to the field of homeless service provision, a system of addressing homelessness can be reduced to four phases (or points of work): outreach, shelter, housing navigation and case management, and permanent (supportive) housing. At

each point of work, our technology and practices must enable the collection of data pertinent to the type of agency working with the client at the time of engagement, as well as support the communication of that data when they are linked to agencies in the next step in the process. The HOPE Center and Outreach Grid software will improve the capacity of the homeless services system to effectively plan, manage, and allocate resources so that responses are appropriate and expedient. That means that individuals experiencing homelessness will gain more reliable relief and consistent support—the right resource at the right time from first contact to permanent housing.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

## ✓ Financial Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

The recipient budget is currently under review.

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

## ✓ Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**



Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at

<https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 2

### Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

## 3

### Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## 4

### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

## 5

## Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

### 6

#### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

### 7

#### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

**Limited Exceptions.** In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](https://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties

and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

## 9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

## 10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

## 11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## 12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any



time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 17

### Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 18

### Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 19

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 20

### Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements),

maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

## 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

## 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

## 4. Rules of construction

### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 21

### Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants

administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 24

### Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 25

### Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement

contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## 30

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and

agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

### 31

#### Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

### 32

#### Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

### 33

#### Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

### 34

#### Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

### 35

#### Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

## 36

### Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

## 37

### Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

## 38

### Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

## 39

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

## 40

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

#### 41

Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

#### 42

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

#### 43

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

#### 44

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



## 45

### Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

## 46

### Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

## 47

### Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

## 48

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

## 49

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

## 50

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

[Load more](#)



*I have read and understand the information presented in this section of the Federal Award Instrument.*

## ✓ Award Acceptance

### Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

#### Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	7/25/22 1:34 PM

### Authorized Representative

☒ Declaration and Certification

### Entity Acceptance

Title of Authorized Entity Official  
Management Analyst

Name of Authorized Entity Official  
Jason Huynh

Signed Date And Time

9/13/2022 8:55 PM

# EXHIBIT C

## (Scope of Work)

North Orange County Public Safety Task Force

Proposal Narrative

### Operational Philosophy

The service planning area of North Orange County, which is made up of eleven cities, proactively draws on its partners and existing resources to work together in violence prevention and intervention. Many of the issues afflicting California's cities effectively defy efforts to address them on a city-by-city basis, taxing the capacities of municipal leadership and local law enforcement while draining resources allocated for other civic programs and goals. Concurrently, the inherently local nature of these issues also defies straightforward, "top-down" solutions at the state or even county level. **The solution is a structured, collaborative and highly leveraged approach** which aligns and coordinates the efforts of local law enforcement across a contiguous, manageable geography while also enlisting and funding local community-based organizations (CBOs) and other community partners with experience and expertise in treating the underlying causes of these complex challenges. Together, the North Orange County Public Safety Task Force—now known as the North Orange County Public Safety Collaborative (the "Collaborative")—operates on **a model of unified responsibility that is anchored by three pillars: centralizing resources, integrating data, and coordinating responses**. Accomplishing this model would mean that the Collaborative is tackling the target issues in the most efficient and effective manner possible.

### Background

The Collaborative was established in 2017 by California AB 97, which provided for four years of funding towards community policing for the purposes of violence prevention, intervention, and suppression while reducing use of police force incidents. The Collaborative has since expanded from an initial six cities to eleven cities, and there have been calls to replicate our accountability-driven model in other areas across the state. Now in its fifth year of continued funding (having received an additional \$7.8 million in funding from the state in the 2021/22 budget), the Collaborative has achieved incredible success in the focus areas of youth violence prevention & intervention, post-incarceration re-entry services, and homeless outreach efforts by fostering a strong, unprecedented coalition of law enforcement, CBOs, and the broader communities they both serve. Another key component for the Collaborative's success is the dedication of a portion of the funds towards building the capacity of the funded organizations to engage in better collaboration, planning, management, board development, fund development, and performance evaluation. These capacity-building programs, workshops, trainings, and symposia ensure that participating CBOs have the tools that they need to continue having maximum impact beyond the lifespan of the Collaborative.

### Need and Challenges

The Collaborative has identified a need to supplement its homeless outreach efforts with additional structures and resources. A comprehensive homeless census report led by law enforcement provided accurate geographic, demographic, and personal data on the unsheltered homeless population. The resulting by-name registry of 1,324 individuals experiencing homelessness who willingly shared personal and demographic information is data that will facilitate real coordination among law enforcement towards assisting homeless individuals off the streets. However, even with that positive first step, **real-time usable data remains elusive to the community of agencies that serve those experiencing homelessness for two main reasons: 1) outdated technical requirements & technology and 2) a lack of community-wide coordination & standardization.**

The standards for the Homeless Management Information System (HMIS) were defined more than twenty years ago in 2000—back when the availability of mobile software and hardware came in the form of flip phones and Palm Pilots. Today, service agencies and persons experiencing homelessness alike have access to a more sophisticated Internet with improved hardware and advanced design principles that have significantly expanded what is possible. However, those advances have been slow to spark innovation in the realm of addressing homelessness. Consequently, agencies have each developed their own unique data requirements, interests, and criteria for the vulnerable populations they work with. Without a template or guideline to get everyone on the same page, agencies have compiled unconnected silos of data, each with their own method of collecting data (e.g., pen and paper, spreadsheets, etc.) and software solution for their operations. This disjointed landscape has caused a variety of problems to manifest, and these issues affect service agencies across the system—from case managers on the front lines to high-level decision-makers. Such issues include:

- Slowed (or a complete lack of) communication
- Slowed or incorrect matching of clients to services
- Loss of contact with clients, whether that be their physical location or communication channel
- Redundant servicing of clients (e.g., duplicative registrations)
- Missed opportunities for referrals and placements (often because of a lack of awareness or knowledge about a service provider and what they offer)
- Difficulty visualizing (or a complete lack of) a clear path for a client from their present situation to one with stable, permanent housing

### Solutions

**The Collaborative will sponsor the Homeless Outreach and Proactive Engagement Center (HOPE Center) to align the various scattered efforts in the area of homeless outreach & engagement and manage these efforts in one seamless response driven by a multitude of specialized responders.** As a subrecipient of the funding, the HOPE Center is sponsored by the North Orange County Public Safety Collaborative to take the next step in actualizing the coordination of eleven North Orange County cities, community-based organizations, behavioral health street practitioners, and community health workers by 1) centralizing their service

provision so that they are dispatched out of one physical building—regardless of traditional jurisdictions—and 2) getting them all to adhere to one technological communication platform. The promotion of a single origin point of outreach & engagement will result in increased accountability, as the HOPE Center will be responsible for measuring the progress of the deployed resources and their outcomes.

The ultimate objective for the HOPE Center is to help individuals experiencing homelessness gain more reliable relief and consistent support. The Collaborative sums up this aim in the mantra “The right resource to the right person at the right time.” The HOPE Center will call upon a variety of partners specialized in specific skillsets and resources to meet the immediate needs of the individual both at the time of the initial encounter and at all subsequent encounters. **The HOPE Center’s building, located in the medical district of City of Fullerton, will serve as the headquarters for regional homeless outreach coordinators.** In addition to leasing the property to the HOPE Center, the City of Fullerton has purchased and is in the process of upfitting two work vans for the organization’s use.

In response to the aforementioned outdated technical requirements and technology challenge, the Collaborative has partnered with Appledore, Inc. to develop **Outreach Grid, a technology tool that the HOPE Center and its partners will use as the single, unified platform for communications and metrics.** The team behind Outreach Grid has spent the past five years tackling exactly this problem in the field of homelessness—combining their expertise in software design and engineering with their experience working with homeless service agencies. Outreach Grid will be instrumental to the HOPE Center’s adoption of a concept known as the “Point of Work” data collection, which will address the aforementioned challenge of a lack of community-wide coordination & standardization.

The “Point of Work” approach is adapted from other industries, especially the retail industry. The retail industry has long been employing the “Point of Sale” strategy to solve such dilemmas as employee training, theft, incomplete or unlogged transactions, and revenue and tax reporting. In the healthcare industry, doctors and nurses check and update charts in real-time, and their communications with their patients are facilitated by software to order tests, prescribe medications, manage appointments, and more. In recent years, ride-hailing services, such as Uber and Lyft, have modernized the act of making a request from chance-based roadside hand-waving to real-time, measurable data work – all at the point of work. In short, **the “Point of Work” approach simply entails leveraging technology to eliminate latency—operations are conducted in real-time on a consolidated platform, and data is logged into the system at the exact moment it is collected.**

Applying the Point of Work lens on homelessness, we can start to see where the gaps in data and communication need to be filled to address service coordination. The two major tools in homelessness for data collection are the Project Enrollment specifications outlined by the Department of Housing and Urban Development (HUD) and the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT), a common surveying tool used to assess and triage individual and family vulnerability. However, while necessary, neither are sufficient in

addressing the complexity and specificity of operationalizing a system to combat homelessness. HUD reporting requirements do not mandate sensible user experiences in HMIS—nor should they. The onus is on homelessness software vendors to understand the issues at the front lines and at high levels and to create platforms that address them. Outreach Grid—and the Point of Work theory it helps execute—is our specialized platform.

A Point of Work homelessness system must address the fundamental flow of the system of homelessness, the concerns of a client when working with a type of agency, and how clients progress from one agency to another. **At its most atomic, a system of addressing homelessness can be reduced to four phases (or points of work): outreach, shelter, housing navigation and case management, and permanent (supportive) housing. At each point of work, our technology and practices must enable the collection of data pertinent to the type of agency working with the client at the time of engagement, as well as support the communication of that data when they are linked to agencies in the next step in the process.**

### Combining Solutions to Achieve Results

The HOPE Center will use Outreach Grid as a dispatch tool to deploy the appropriate service provider out of their centralized building. From there, the Outreach Grid platform will empower a wide array of service provider users to collect data from first contact to housing, all at the points of work. At the point of outreach, the data concerns of an outreach worker include, but are not limited to, logging the location of encampments, occupants of encampments, hazards related to encampments, and services rendered to clients at a particular location; referring the clients to a shelter; and collecting information about the clients for further assessment. All this information can and should be collected and made readily available at the moment it is encountered by the outreach worker. Outreach workers have outreach features enabled to collect data they are concerned with, including:

- Using their phone's geolocation services to collect location information about encampments
- Updating the status of an encampment (e.g., active, closed, inactive)
- Associating new and existing clients to encampments
- Recording demographic, health, and other important data on clients
- Noting services rendered (e.g., bus cards, gift cards, employment assistance) to a client at the location and/or referrals

Once outreach workers have collected data about the location they have responded to and they have found clients who are ready to move to the next stage from street homelessness, they are able to utilize Outreach Grid's Shelter Bed Reservation System (SBRS). The SBRS app allows outreach workers to:

- View shelter bed availabilities in real time,
- Make reservation requests that send a notification to the relevant shelter,
- Receive an acceptance or rejection from the shelter and,

- (Upon acceptance) Receive a check-in time window to bring in their client for a warm handoff.

Referral records are logged in one place, meaning they will not be forgotten or lost. When it comes to housing navigation, listing properties to a wider network of service agencies means property managers can be assured the best fit is found for their homes. The Collaborative counts permanent (supportive) housing as both the end goal and the final point of work, thereby ensuring that we are monitoring clients at the housing destination to verify that the arrangement is sustainable for the long term. And logging all of this in one platform translates to the ability to finally keep a pulse on how well your community is managing the levers of the homelessness system. Do clients get stuck in one part of the system? Are there enough shelter beds or is there a need for more development? At the rate of new clients entering the system, does our network of agencies have the capacity of managing it today? What about in a few months?

In summary, using a platform to collect data at the point of work greatly improves linkages between agencies. Each point and linkage of the homelessness system is an opportunity for agencies to collect the data they are concerned about and to give and respond to data from other agencies. With the right structure and design, more effective communication and coordination are achieved across a streamlined continuum of care. Being able to respond in real-time means taking advantage of the brief moments of lucidity that are unfortunately sometimes preciously rare among clients with mental or behavioral issues. The new alignment of efforts and strategies in the area of homeless outreach & engagement will improve the capacity of the homeless services system to effectively plan, manage, and allocate resources so that responses are appropriate and expedient. More organized and inclusive information sharing will reduce unnecessary duplications of services and resources. The design of a ground-breaking multi-city, multi-disciplinary partnership at the HOPE Center will be seen as a hub for solutions.

For more on the HOPE Center's action plan, please see the Goals, Objectives, and Deliverables section of the application, as well as the "Additional Narratives" within the Budget and Associated Documentation section.



# EXHIBIT D

## HOPE Center Byrne Grant Budget

Last Updated: 6/19/2023

Note: All figures are automatically rounded to the nearest hundredth.

Approved: 2/9/2023

HOPE Center	Year 1	Year 2	Year 3	Overall
Personnel	\$ 665,039.00	\$ 665,039.00	\$ 665,039.00	\$ 1,995,117.00
Fringe Benefits	\$ 168,422.75	\$ 168,422.75	\$ 168,422.75	\$ 505,268.25
Travel	\$ 945.00	\$ 945.00	\$ 945.00	\$ 2,835.00
Supplies	\$ 23,800.00	\$ 21,171.28	\$ 21,000.00	\$ 65,971.28
Procurement Contracts	\$ 887,520.00	\$ 487,279.00	\$ 487,279.00	\$ 1,862,078.00
Other Costs	\$ 75,760.04	\$ 75,760.04	\$ 75,760.04	\$ 227,280.12
Indirect Costs*	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 90,000.00
<b>TOTAL</b>	<b>\$ 1,851,486.79</b>	<b>\$ 1,448,617.07</b>	<b>\$ 1,448,445.79</b>	<b>\$ 4,748,549.65</b>
				<b>\$ 4,748,549.65</b>

City of Stanton	Year 1	Year 2	Year 3	Overall
Personnel				
Fringe Benefits				
Travel				
Supplies				
Procurement Contracts				
Other Costs				
Indirect Costs*	\$ 152,148.68	\$ 54,549.58	\$ 44,752.09	\$ 251,450.35
<b>TOTAL</b>	<b>\$ 152,148.68</b>	<b>\$ 54,549.58</b>	<b>\$ 44,752.09</b>	<b>\$ 251,450.35</b>
				<b>\$ 251,450.35</b>

\*NOTE: The approved budget is below the 10% de minimis rate of modified total direct costs as permitted under 2 CFR 200.414.

Amount of Federal Funds Obligated by this action	<b>\$ 4,748,549.65</b>
Total Amount of Federal Funds Obligated	<b>\$ 4,748,549.65</b>
Total Amount of Federal Award Committed	<b>\$ 4,748,549.65</b>

### INVOICING GUIDE

Line-Item Name	Commentary
Salaries and Benefits	Since personnel and fringe benefits are often reported together, I would continue to combine them (as you have done) under one invoice line-item. However, the backup documentation should clearly delineate the budget line-items, wherever possible.
Mileage Reimbursement	Travel expenses--specifically mileage reimbursement--may be invoiced on an aggregate basis for a time period (monthly or quarterly). You can breakdown the amount as appropriate (by personnel, by trip) on the backup documentation.
[Type(s) of] Supplies: [Vendor]	Assuming that you will be purchasing many supplies via bulk order, your invoice line-items can be on an order-by-order basis. Specify the type(s) of supplies (general office, mailing/shipping, etc.) that are purchased and the vendor name. If you have multiple bulk orders from the same vendor in an invoice, you can add dates to the invoice line-item to distinguish them.
Quickbooks	Pretty self-explanatory.
PAYCHEX Administrative Fee	Pretty self-explanatory. You can combine the General Liability Insurance with the PAYCHEX software costs into one invoice line-item; just be sure that the backup documentation separates them.
LSL, LLP: [Service]	For Lance, Soll & Lunghard invoice line-items, please state which contract the line-item is to be counted towards: bookkeeping or tax accounting.
[Other Procurement Contract Vendor]	For these contractors, listing the vendor name should be sufficient, since the budget will contain what the contracts are generally for. If the invoice line-item is for something unique that is outside of the broad service description in the budget, you can list the special case in the invoice line-item. (So for Outreach Grid, you can specify "App Development" or "User Account Licenses", but they are related to data software, so you do not have to.)
[Other Cost]: [Vendor]	Aside from the General Liability Insurance, specify the type(s) of supplies that are purchased and the vendor name.

# YEAR 1

## HOPE Center Byrne Grant Budget

Last Updated: 6/19/2023

Note: All figures are automatically rounded to the nearest hundredth.

Approved: 2/9/2023

### PERSONNEL

Name	Position	Salary	Rate	Time Worked (FTE)	Percentage of Time	Total Cost
Damian Fonseca	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
Angel Palencia	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
Guillermo Mendez-Clara	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
TBD	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
TBD	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
TBD	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
Sarah Bernal	Operations Manager	\$ 104,001.63	Y	1	85.84%	\$ 89,275.00
Kellee Fritzel	Executive Director	\$ 132,598.00	Y	1	100.00%	\$132,598.00
						<b>\$665,039.00</b>

### FRINGE BENEFITS

Name	Base	Rate	Total Cost
Social Security	\$ 665,039.00	6.20%	\$ 41,232.42
Medicare	\$ 665,039.00	1.45%	\$ 9,643.07
SUI/ETT	\$ 56,000.00	3.50%	\$ 1,960.00
FUTA	\$ 56,000.00	0.60%	\$ 336.00
Workers' Compensation	\$ 665,039.00	0.69%	\$ 4,588.77
Health Insurance	\$ 665,039.00	4.99%	\$ 33,185.45
401k	\$ 665,039.00	3.00%	\$ 19,951.17
Vacation	\$ 665,039.00	8.65%	\$ 57,525.87
			<b>\$ 168,422.75</b>

### TRAVEL

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	
Partner Meetings, Training, and Activities	Orange County	Mileage	Mile	\$	0.63	7.5	8	25	\$ 945.00
									\$ 945.00

### SUPPLIES

Purpose of Supply Items	# of Items	Unit Cost	Total Cost
General Office Supplies	1	\$ 14,500.00	\$ 14,500.00
Mailing/Shipping Supplies	1	\$ 900.00	\$ 900.00
Maintenance/Operation Supplies	1	\$ 6,000.00	\$ 6,000.00
Quickbooks Financial Software	1	\$ 2,400.00	\$ 2,400.00
			<b>\$ 23,800.00</b>

### PROCUREMENT CONTRACTS

Item	Description	Consultant	Country	State/U.S. Territory	City	Total Cost
PAYCHEX	Payroll/HR	No	United States	California	Glendale	\$ 16,000.00
City of Fullerton	Police Services	No	United States	California	Fullerton	\$181,000.00
Outreach Grid	Data Software	No	United States	California	Irvine	\$568,000.00
Best Best & Krieger	Legal Services	No	United States	California	Irvine	\$ 24,000.00
Lance, Soll & Lunghard, LLP	Bookkeeping	No	United States	California	Santa Ana	\$ 12,620.00
Lance, Soll & Lunghard, LLP	Tax Accounting	No	United States	California	Santa Ana	\$ 2,900.00
Communications Lab	Marketing	No	United States	California	Orange	\$ 83,000.00
						<b>\$887,520.00</b>

### OTHER COSTS

Description	Quantity	Basis	Costs	Length of Time	Total Cost
General Liability Insurance	1	Monthly	\$ 241.67	12	\$ 2,900.04
Internet	1	Monthly	\$ 2,000.00	12	\$ 24,000.00
Facility Rent	6000	Yearly	\$ 6.67	1	\$ 40,020.00
Office Phone System	1	Monthly	\$ 320.00	12	\$ 3,840.00
Directors & Officers Insurance	1	Yearly	\$ 5,000.00	1	\$ 5,000.00
					<b>\$ 75,760.04</b>

### INDIRECT COSTS

Description	Base	Indirect Cost Rate	Total Cost
Administrative & Fiscal Oversight (including Single Audit)	\$ 1,821,486.79	10.00%	\$ 182,148.68
			<b>\$ 182,148.68</b>

# YEAR 2

## HOPE Center Byrne Grant Budget

Last Updated: 6/19/2023

Note: All figures are automatically rounded to the nearest hundredth.

Approved: 2/9/2023

### PERSONNEL

Name	Position	Salary	Rate	Time Worked (FTE)	Percentage of Time	Total Cost
Damian Fonseca	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
Angel Palencia	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
Guillermo Mendez-Clara	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
TBD	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
TBD	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
TBD	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
Sarah Bernal	Operations Manager	\$ 104,001.63	Y	1	85.84%	\$ 89,275.00
Kellee Fritzel	Executive Director	\$ 132,598.00	Y	1	100.00%	\$132,598.00
						<b>\$665,039.00</b>

### FRINGE BENEFITS

Name	Base	Rate	Total Cost
Social Security	\$ 665,039.00	6.20%	\$ 41,232.42
Medicare	\$ 665,039.00	1.45%	\$ 9,643.07
SUI/ETT	\$ 56,000.00	3.50%	\$ 1,960.00
FUTA	\$ 56,000.00	0.60%	\$ 336.00
Workers' Compensation	\$ 665,039.00	0.69%	\$ 4,588.77
Health Insurance	\$ 665,039.00	4.99%	\$ 33,185.45
401k	\$ 665,039.00	3.00%	\$ 19,951.17
Vacation	\$ 665,039.00	8.65%	\$ 57,525.87
			<b>\$ 168,422.75</b>

### TRAVEL

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	
Partner Meetings, Training, and Activities	Orange County	Mileage	Mile	\$	0.63	7.5	8	25	\$ 945.00
									\$ 945.00

### SUPPLIES

Purpose of Supply Items	# of Items	Unit Cost	Total Cost
General Office Supplies	1	\$ 14,271.28	\$ 14,271.28
Mailing/Shipping Supplies	1	\$ 900.00	\$ 900.00
Maintenance/Operation Supplies	1	\$ 3,600.00	\$ 3,600.00
Quickbooks Financial Software	1	\$ 2,400.00	\$ 2,400.00
			<b>\$ 21,171.28</b>

### PROCUREMENT CONTRACTS

Item	Description	Consultant	Country	State/U.S. Territory	City	Total Cost
PAYCHEX	Payroll/HR	No	United States	California	Glendale	\$ 16,000.00
City of Fullerton	Police Services	No	United States	California	Fullerton	\$181,000.00
Outreach Grid	Data Software	No	United States	California	Irvine	\$186,759.00
Best Best & Krieger	Legal Services	No	United States	California	Irvine	\$ 10,000.00
Lance, Soll & Lunghard, LLP	Bookkeeping	No	United States	California	Santa Ana	\$ 12,620.00
Lance, Soll & Lunghard, LLP	Tax Accounting	No	United States	California	Santa Ana	\$ 2,900.00
Communications Lab	Marketing	No	United States	California	Orange	\$ 78,000.00
						<b>\$487,279.00</b>

### OTHER COSTS

Description	Quantity	Basis	Costs	Length of Time	Total Cost
General Liability Insurance	1	Monthly	\$ 241.67	12	\$ 2,900.04
Internet	1	Monthly	\$ 2,000.00	12	\$ 24,000.00
Facility Rent	6000	Yearly	\$ 6.67	1	\$ 40,020.00
Office Phone System	1	Monthly	\$ 320.00	12	\$ 3,840.00
Directors & Officers Insurance	1	Yearly	\$ 5,000.00	1	\$ 5,000.00
					<b>\$ 75,760.04</b>

### INDIRECT COSTS

Description	Base	Indirect Cost Rate	Total Cost
Administrative & Fiscal Oversight (including Single Audit)	\$ 1,418,617.07	5.96%	\$ 84,549.58
			<b>\$ 84,549.58</b>

# YEAR 3

## HOPE Center Byrne Grant Budget

Last Updated: 6/19/2023

Note: All figures are automatically rounded to the nearest hundredth.

Approved: 2/9/2023

### PERSONNEL

Name	Position	Salary	Rate	Time Worked (FTE)	Percentage of Time	Total Cost
Damian Fonseca	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
Angel Palencia	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
Guillermo Mendez-Clara	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
TBD	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
TBD	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
TBD	Homeless Outreach Coordinator	\$ 73,861.00	Y	1	100.00%	\$ 73,861.00
Sarah Bernal	Operations Manager	\$ 104,001.63	Y	1	85.84%	\$ 89,275.00
Kellee Fritzel	Executive Director	\$ 132,598.00	Y	1	100.00%	\$132,598.00
						<b>\$665,039.00</b>

### FRINGE BENEFITS

Name	Base	Rate	Total Cost
Social Security	\$ 665,039.00	6.20%	\$ 41,232.42
Medicare	\$ 665,039.00	1.45%	\$ 9,643.07
SUI/ETT	\$ 56,000.00	3.50%	\$ 1,960.00
FUTA	\$ 56,000.00	0.60%	\$ 336.00
Workers' Compensation	\$ 665,039.00	0.69%	\$ 4,588.77
Health Insurance	\$ 665,039.00	4.99%	\$ 33,185.45
401k	\$ 665,039.00	3.00%	\$ 19,951.17
Vacation	\$ 665,039.00	8.65%	\$ 57,525.87
			<b>\$ 168,422.75</b>

### TRAVEL

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	
Partner Meetings, Training, and Activities	Orange County	Mileage	Mile	\$	0.63	7.5	8	25	\$ 945.00
									\$ 945.00

### SUPPLIES

Purpose of Supply Items	# of Items	Unit Cost	Total Cost
General Office Supplies	1	\$ 14,100.00	\$ 14,100.00
Mailing/Shipping Supplies	1	\$ 900.00	\$ 900.00
Maintenance/Operation Supplies	1	\$ 3,600.00	\$ 3,600.00
Quickbooks Financial Software	1	\$ 2,400.00	\$ 2,400.00
			<b>\$ 21,000.00</b>

### PROCUREMENT CONTRACTS

Item	Description	Consultant	Country	State/U.S. Territory	City	Total Cost
PAYCHEX	Payroll/HR	No	United States	California	Glendale	\$ 16,000.00
City of Fullerton	Police Services	No	United States	California	Fullerton	\$181,000.00
Outreach Grid	Data Software	No	United States	California	Irvine	\$186,759.00
Best Best & Krieger	Legal Services	No	United States	California	Irvine	\$ 10,000.00
Lance, Soll & Lunghard, LLP	Bookkeeping	No	United States	California	Santa Ana	\$ 12,620.00
Lance, Soll & Lunghard, LLP	Tax Accounting	No	United States	California	Santa Ana	\$ 2,900.00
Communications Lab	Marketing	No	United States	California	Orange	\$ 78,000.00
						<b>\$487,279.00</b>

### OTHER COSTS

Description	Quantity	Basis	Costs	Length of Time	Total Cost
General Liability Insurance	1	Monthly	\$ 241.67	12	\$ 2,900.04
Internet	1	Monthly	\$ 2,000.00	12	\$ 24,000.00
Facility Rent	6000	Yearly	\$ 6.67	1	\$ 40,020.00
Office Phone System	1	Monthly	\$ 320.00	12	\$ 3,840.00
Directors & Officers Insurance	1	Yearly	\$ 5,000.00	1	\$ 5,000.00
					<b>\$ 75,760.04</b>

### INDIRECT COSTS

Description	Base	Indirect Cost Rate	Total Cost
Administrative & Fiscal Oversight (including Single Audit)	\$ 1,418,445.79	5.27%	\$ 74,752.09
			<b>\$ 74,752.09</b>

# EXHIBIT E

## (Funding Request Template and Processing Procedures)

### HOPE Center of Orange County

### INVOICE

**SEND TO**

Sarah Bernal  
2050 Youth Way, Building #1  
Fullerton, CA 92835-3819  
(657) 253-7053  
EIN: 88-3758306

**PROGRAM YEAR**

1

**INVOICE #**

2023-0009

**DATE**

5/23/2023

**PROGRAM NAME**

Byrne Discretionary Community Project Grant

**BILL TO**

City of Stanton  
Jason Huynh  
7800 Katella Ave.  
Stanton, CA 90680  
(714) 890-4275



NORTH ORANGE COUNTY  
PUBLIC SAFETY COLLABORATIVE

DESCRIPTION	Reimbursable Category	TOTAL
#1 - [DESCRIPTOR]		\$0.00
#2 - [DESCRIPTOR]		\$0.00
#3 - [DESCRIPTOR]		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
[To add more line-items, add rows above this line.]		
Invoice Period: [DATE RANGE]		\$0.00

Invoice Log				
2022-0001	\$	16,237.66	Approved Budget	\$4,660,549.65
2022-0002	\$	26,880.00	Total Costs Incurred to Date	\$900,361.93
2022-0003	\$	62,618.24	Reimbursements Received to Date	\$876,755.99
2022-0004	\$	104,544.00	Current Reimbursement Request	\$23,605.94
2022-0005	\$	25,761.01	Remaining Budget	\$3,760,187.72
2022-0006	\$	204,671.75		
2022-0007	\$	10,989.06		
2023-0001	\$	82,226.27		
2023-0002	\$	13,199.32		
2023-0003	\$	17,804.40		
2023-0004	\$	28,564.32		
2023-0005	\$	19,883.34		
2023-0006	\$	35,137.64		
2023-0007	\$	195,493.21		
2023-0008	\$	32,745.77		
2023-0009	\$	23,605.94		
[To add more, add rows above this line.]				

# Invoicing Process

Invoicing Interval: up to 3 times per month

<u>HOPE Center of Orange County</u>		<u>Responsible Party</u>	<u>City of Stanton</u>	<u>Days Estimate</u>
<b>Prior to Reimbursement</b>				
1. Invoice Submittal	Include Quickbooks invoice and backup documentation for every invoice expenditure. (payroll journal, cash requirements, notice of automatic payment, vendor invoices/statements, order details/receipts, etc.).			-
2. Initial Review		Confirm that the backup documentation totals add up to the invoice line-item totals. Confirm that the expenditures are allowable under the Byrne Federal Grant.		2
3. Draw Down Funds		Initiate payment request in ASAP portal. Print payment request confirmation and send digital copy to Finance Department (Finance Director, Accounting Manager, Sr. Accounting Technician), notifying them that the invoice is being processed.		1
4. Initial Processing		Prepare & print payable voucher package, including Byrne-specific invoice. Route for signatures. Email HOPE Center confirming that the reimbursement is pending.		2
<b>Reimbursement</b>				2
<b>After Reimbursement</b>				
5. Proof of Payments Submittal	Include credit card statements, bank statements, etc. for every invoiced expenditure before submitting the next invoice. (Exceptions may be made by the Finance Department for cause.)			-

# HOPE Center of Orange County

## INVOICE

### SEND TO

Sarah Bernal  
2050 Youth Way, Building #1  
Fullerton, CA 92835-3819  
(657) 253-7053  
EIN: 88-3758306

### PROGRAM YEAR

1

### INVOICE #

2023-0009

### DATE

5/23/2023

### PROGRAM NAME

Byrne Discretionary Community Project Grant

### BILL TO

City of Stanton  
Jason Huynh  
7800 Katella Ave.  
Stanton, CA 90680  
(714) 890-4275



NORTH ORANGE COUNTY  
PUBLIC SAFETY COLLABORATIVE

DESCRIPTION	Reimbursable Category	TOTAL
#1 - Paychex: Salaries & Benefits - Check Date 5/5/2023	Personnel & Fringe Benefits	\$15,457.52
#2 - Paychex: Administrative Fees - Check Date 5/5/2023	Procurement Contracts	\$637.36
#3 - Best Best & Krieger (BBK)	Procurement Contracts	\$4,406.50
#4 - Nonprofits Insurance Alliance	Other	\$2,102.60
#5 - Lance, Soll & Lunghard (LSL)	Procurement Contracts	\$964.52
#6 - Amazon	Supplies	\$35.40
#7 - Department of Motor Vehicles	Supplies	\$2.04
[To add more line-items, add rows above this line.]		
Invoice Period: May 2023		\$23,605.94

Invoice Log				
2022-0001	\$	16,237.66	Approved Budget	\$4,660,549.65
2022-0002	\$	26,880.00	Total Costs Incurred to Date	\$900,361.93
2022-0003	\$	62,618.24	Reimbursements Received to Date	\$876,755.99
2022-0004	\$	104,544.00	Current Reimbursement Request	\$23,605.94
2022-0005	\$	25,761.01	Remaining Budget	\$3,760,187.72
2022-0006	\$	204,671.75		
2022-0007	\$	10,989.06		
2023-0001	\$	82,226.27		
2023-0002	\$	13,199.32		
2023-0003	\$	17,804.40		
2023-0004	\$	28,564.32		
2023-0005	\$	19,883.34		
2023-0006	\$	35,137.64		
2023-0007	\$	195,493.21		
2023-0008	\$	32,745.77		
2023-0009	\$	23,605.94		
[To add more, add rows above this line.]				

# EXHIBIT F

## (Performance Report Template)

### HOPE Center Byrne Grant Performance Report

Last Updated: 6/8/2023  
Reporting Period: Sep. 2023 - Dec. 2023

Note: Please create a new spreadsheet copy for each report.

1	Is this the last reporting period for which the award will have data to report?	No
2	Was there grant activity during the reporting period? <i>If "No", please note the reason(s).</i>	No
2a	In procurement	No
2b	Project or budget not approved by agency, county, city, or governing agency	No
2c	Seeking subcontractors (Request for Proposal stage only)	No
2d	Waiting to hire project manager, additional staff, or coordinating staff	No
2e	Paying for the program using prior federal funds	No
2f	Administrative hold (e.g., court case pending)	No
2g	Still seeking budget BJA approval	Yes
2h	Waiting for partners or collaborators to complete the application	No
2i	Other (please describe)	No
		1. Established the office location of the HOPE Center in the City of Fullerton. 2. Organized the HOPE Center by filing the Articles of Incorporation, registering with the State Attorney General's Charitable Registry, and requesting tax-exempt status with the Department of Treasury and State Franchise Tax Board. 3. Recruited three temporary Board members to authorize the hiring of the HOPE Center's Executive Director to conduct the day-to-day business of the HOPE Center. 4. Engaged County service partners and private, community, and faith-based organizations to collaborate and coordinate homeless street outreach & engagement services. 5. Assisted in the development of the technology outreach tool to advance the efforts of the outreach team.
3	What were your accomplishments during reporting period?	
4	What goals were accomplished, as they relate to your grant application?	1. Executed homeless service provider agreements with Volunteers of America - Los Angeles and Mercy House, thereby identifying and improving outreach & engagement services capacity. 2. Initiated information sharing through a unified data platform, Outreach Grid, by deploying 88 account users to the partners, thereby encouraging data collection for the purposes of progress evaluation.
5	What problems/barriers did you encounter, if any, within the reporting period that prevented you from reaching your goals or milestones?	Grant Award Modification (GAM) Approval - After our initial grant application, Devonna Porter, Grants Management Technician, submitted comments prompting revisions to the budget, and the GAM was opened. The City of Stanton, the recipient, addressed all of those comments and submitted the GAM. Elaine Smokes, Grant Management Specialist, then reviewed our GAM and requested two additional updates to the budget. The City complied and resubmitted the GAM, but Ms. Smokes stated that the initial budget comments were not resolved, even though the City contends that we have.
6	Is there any assistance that the Bureau of Justice Assistance (BJA) can provide to address any problems/barriers identified in question #5?	Yes
6a	<i>If "Yes", please explain.</i>	We are requesting that BJA can review our budget modification and approve it so that we can draw down our funds.
7	Are you on track to fiscally and programmatically complete your program as outlined in your grant application?	Yes
7a	<i>If "No", please explain.</i>	N/A
8	What major activities are planned for the next 6 months?	1. We will be creating a regional training manual to standardize outreach & engagement services. 2. We will hold quarterly training for street homeless outreach specialists and generalists, including law enforcement officers.
9	Based on your knowledge of the criminal justice field, are there any innovative programs/accomplishments that you would like to share with BJA?	Yes
9a	<i>If "Yes", please explain.</i>	The HOPE Center is deploying Outreach Grid, a technology tool built from the bottom up to end homelessness and employs a point-of-work system for bed shelter reservations and dispatch ( <a href="http://www.outreachgrid.com">www.outreachgrid.com</a> ).



# **EXHIBIT G**

## **(Superseded Agreement)**

### **GRANT AGREEMENT BETWEEN THE CITY OF STANTON AND THE HOPE CENTER OF ORANGE COUNTY**

This Grant Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ ("Effective Date"), by and between the City of Stanton, a California municipal corporation ("City"), and the HOPE Center of Orange County, located at 2050 Youth Way, Building #1, Fullerton, CA 92835-3819 ("Subrecipient"). Each party is at times individually referred to as a "Party" and collectively as the "Parties" herein.

#### **RECITALS**

- A. On March 15, 2022, the United States Congress passed, and President Joseph Biden signed into law, the Consolidated Appropriations Act, 2022, which includes the Department of Justice Appropriations Act.
- B. The Department of Justice Appropriations Act established the Byrne Discretionary Community Project Grants/Byrne Discretionary Grants ("Byrne Grant"), which provides a combined \$184,707,000 to improve the functioning of the criminal justice system, to prevent or combat juvenile delinquency, and to assist the victims of crime (other than compensation).
- C. The City of Stanton received federal funding from the U.S. Department of Justice's Office of Justice Programs (OJP) in the form of Byrne Grant funding for the project of the North Orange County Public Safety Task Force ("Collaborative"). These funds may be used to carry out a wide range of community development activities, including those that improve the capacity of the criminal justice system to effectively plan, manage, and allocate resources.
- D. Under the OJP Grant Application Resource Guide, the City is permitted to request authorization to award Byrne Grant funds to a subrecipient to carry out the public purpose of the intended funding on behalf of the Collaborative.
- E. Subrecipient, a non-profit, through its ordinary operation and according to its mission statement, aligns and manages the homeless outreach and engagement efforts into one seamless response driven by a multitude of specialized responders, which improves the capacity of the criminal justice system by relieving law enforcement from being dispatched to non-criminal, homeless-related calls for service.
- F. City of Stanton desires to provide one-time grant ("Grant Funds") to the Subrecipient to support its efforts to centralize and streamline homeless outreach and engagement. Subrecipient will spend the Grant Funds to cover the cost of certain expenses, projects, and purchases, as defined by the Scope of Work ("Exhibit A"), attached herein and incorporated by reference.
- G. Subrecipient acknowledges it has reviewed its obligations as a subrecipient under the Byrne Grant, including, but not limited to, its procurement and reporting obligations, incorporated herein by reference.
- H. As a condition to accepting grant funds from Program, Subrecipient agrees to abide by all terms and conditions set forth in the Department of Justice Appropriations Act, the OJP Grant Application Resource Guide, DOJ Grants Financial Guide, and this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

**1. GRANT**

- 1.1. City awards to Subrecipient Grant Funds in the amount of \$5,000,000 (Five Million Dollars).
- 1.2. Grant Funds shall be disbursed by City to Subrecipient on a reimbursement basis via ACH payments made payable to the HOPE Center of Orange County.
- 1.3. City has evaluated the Subrecipient's risk of noncompliance prior to the awarding of Grant Funds. This evaluation included, but was not limited to, the following: prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for Grant Funds execution and oversight. Ongoing monitoring of Recipient will reflect its assessed risk by the City.
- 1.4. The Grant Funds represent a sub-award of Byrne Grant funds received by City from the federal government.

**2. TERM**

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect through August 31, 2025, unless City terminates this Agreement or any portion thereof at an earlier date as provided herein. Notwithstanding the foregoing, certain obligations shall survive the termination of this agreement, as provided herein.

**3. RESTRICTIONS ON USE OF FUNDS**

- 3.1. The Grant Funds are subject to the following expenditure conditions:
  - 3.1.1. Subrecipient agrees to abide by all terms and conditions set forth in the Department of Justice Appropriations Act, the OJP Grant Application Resource Guide, DOJ Grants Financial Guide, and this Agreement.
  - 3.1.2. Without limiting other requirements as detailed in the Guidelines, Subrecipient shall comply with 2 CFR Part 200.
  - 3.1.3. Subrecipient shall comply with all restrictions imposed by the Byrne Grant, including, but not limited to, the use of competitive bidding for certain projects and purchases.
  - 3.1.4. The Grant Funds shall be expended solely for the purposes provided in Exhibit A, and all eligible expenses must have been incurred during the period of September 1, 2022 and August 31, 2025.
  - 3.1.5. All Grant Funds must be expended by August 31, 2025.
  - 3.1.6. The grant and use of Grant Funds are limited to necessary and reasonable business expenses incurred to carry out Subrecipient's mission to align and manage homeless outreach and engagement efforts into one seamless response driven by a multitude of specialized responders, as otherwise detailed in Exhibit A. The Grant Funds shall not be used for any purpose not provided for in Exhibit A.

- 3.1.7. The Grant Funds shall not be used for any activity that would violate City, state, or federal statutory or decisional law such as regulations affecting non-profit or tax-exempt organizations exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

#### **4. DOCUMENTATION AND AUDIT REQUIREMENTS**

- 4.1. Subrecipient shall maintain true, proper, and complete documentation that evidences Subrecipient's expenditures for approved uses of Grant Funds ("Records") through December 31, 2030. Subrecipient shall make available to City such Records within ten (10) calendar days of the City's request. Subrecipient understands that other agencies, including, without limitation, the federal government, is authorized to audit City's use of Byrne Grant funds. Subrecipient shall use its best efforts to cooperate, promptly, in any audit by any agency or entity, including a City audit. This subsection, 4.1, shall survive the termination or expiration of this Agreement.

#### **5. USE OF GRANT FUNDS**

- 5.1. The Grant Funds shall only be spent, obligated, and expended by Subrecipient in any manner authorized by the Scope of Work. Further, Subrecipient shall ensure all funds are expended in a manner consistent with and eligible under the Department of Justice Appropriations Act, the OJP Grant Application Resource Guide, DOJ Grants Financial Guide.
- 5.2. Disbursement of the Grant Funds to the Subrecipient shall be by ACH payment, and prior to disbursing the Grant Funds, Subrecipient shall provide the following to the City so that the payment may be processed:
- 5.2.1. Completed W-9.
- 5.2.2. Mailing address for check payment.

#### **6. INDEMNIFICATION**

- 6.1. To the fullest extent permitted by law, Subrecipient shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death, or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner related (directly or indirectly) to misrepresentations or omissions by Subrecipient, the grant of Grant Funds by City, the acceptance or expenditure of Grant Funds, the Agreement and/or the Program (including the negligent and/or willful acts, errors and/or omissions of the Subrecipient, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, and anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). This indemnification provision shall survive the expiration or termination of this Agreement.

## **7. BENEFICIARY INDEPENDENCE**

In the performance of this Agreement, the Subrecipient, its agents, and employees shall act in an independent capacity and shall not be considered officers, agents, or employees of the City. The manner and means of performing under this Agreement are under the control of Subrecipient, except to the extent they are limited by statute, rule or regulation, and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Subrecipient, or any of Subrecipient's employees or agents, to be the agents or employees of City. Subrecipient shall have the responsibility for and control over the means of performance under this Agreement, provided that Subrecipient is in compliance with the terms of this Agreement.

## **8. PROHIBITION AGAINST TRANSFERS**

Subrecipient shall not assign, sublease, hypothecate, or transfer this Agreement or any of the services to be performed under this Agreement, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without written consent of City shall be null and void. Subrecipient shall be required to promptly reimburse City for any unauthorized assignment, sublease, hypothecation, or transfer of funds. This prohibition against transfers shall survive the expiration or termination of this Agreement.

## **9. NOTICES**

9.1. All notices, demands, requests, or approvals to be given under this Agreement shall be given in writing and shall be conclusively deemed served when delivered, personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this section.

9.2. All notices, demands, requests or approvals from Subrecipient to City shall be addressed to the City at:

Attn: City Manager  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Email: HShinHeydorn@StantonCA.gov

9.3. All notices, demands, requests or approvals from City to Subrecipient shall be addressed to Subrecipient at:

Attn: Executive Director  
HOPE Center of Orange County  
2050 Youth Way, Building #1  
Fullerton, CA 92835-3819  
Email: Kellee.Fritzal@OCHopeCenter.org

## **10. VIOLATIONS AND TERMINATION**

10.1. Effect of Violations. If the City discovers that Subrecipient has breached any part of this Agreement or made a material misrepresentation, or otherwise falsified its

application or any document provided to City to support Subrecipient's application or a reimbursement, or Subrecipient has misused the Grant Funds or used them for an ineligible expenditure, Subrecipient shall return the entirety of the Grant Funds to the City within ten (10) calendar days of the City's written notice. The City's decision shall be final. Additionally, the City shall have all other remedies besides the remedy provided herein to enforce this Agreement and its Program.

- 10.2. Specific Performance. Subrecipient agrees that, by accepting any Grant Funds, the City has the legal right, and that all necessary conditions have been satisfied, to specifically enforce Subrecipient's obligations pursuant to this Agreement.
- 10.3. Termination. Notwithstanding anything to the contrary herein, the City shall have the right to terminate the Agreement immediately, with or without cause, at any time, by providing written notice to Subrecipient. Upon termination, the City shall have no further obligation to provide any Grant Funds to Subrecipient. City has the sole and absolute discretion to terminate the Program or any portion thereof at any time.

## **11. STANDARD PROVISIONS**

- 11.1. Recitals. City and Subrecipient acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.
- 11.2. Compliance With All Laws. Subrecipient shall, at its own cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, including federal, state, county, or municipal, whether now in force or hereinafter enacted.
- 11.3. Waiver. A waiver by either Party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.
- 11.4. Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.
- 11.5. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.
- 11.6. Amendments. This Agreement may be modified or amended only by a written document executed by both Subrecipient and City and approved as to form by the City Attorney.
- 11.7. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

- 11.8. Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.
- 11.9. Equal Opportunity Employment. Subrecipient represents that it is an equal opportunity employer, and it shall not discriminate against any contractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age, or any other impermissible basis under law.
- 11.10. Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall be entitled to its attorney's fees.
- 11.11. Taxes. The City and Subrecipient expressly agree that the Subrecipient shall be responsible for all taxes that are associated in any way with the receipt or use of the Grant Funds.
- 11.12. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:**

**CITY OF STANTON**

A California municipal corporation

Date: \_\_\_\_\_, 2022

Date: \_\_\_\_\_

By: \_\_\_\_\_  
HongDao Nguyen  
City Attorney

By: \_\_\_\_\_  
Hannah Shin-Heydorn  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
Patricia A. Vazquez  
City Clerk

**BENEFICIARY:**

**The HOPE Center of Orange County**  
a public benefit nonprofit corporation

**BENEFICIARY UEI:**

X \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kellee Fritzel  
Executive Director

**BENEFICIARY TAXPAYER ID NO:**

X 88-3758306 \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sarah Bernal  
Operations Manager

**[END OF SIGNATURES]**

Attachment: Exhibit A: Scope of Work

## **Exhibit "A"**

### **Scope of Work**

Subrecipient shall spend, obligate, and expend the Grant Funds in a manner consistent with and eligible under the Department of Justice Appropriations Act, the OJP Grant Application Resource Guide, DOJ Grants Financial Guide, and this Agreement, including personnel costs (salaries and benefits), equipment, supplies, and contracted services.



## North Orange County Public Safety Task Force

## Proposal Narrative

Operational Philosophy

The service planning area of North Orange County, which is made up of eleven cities, proactively draws on its partners and existing resources to work together in violence prevention and intervention. Many of the issues afflicting California's cities effectively defy efforts to address them on a city-by-city basis, taxing the capacities of municipal leadership and local law enforcement while draining resources allocated for other civic programs and goals. Concurrently, the inherently local nature of these issues also defies straightforward, "top-down" solutions at the state or even county level. **The solution is a structured, collaborative and highly leveraged approach** which aligns and coordinates the efforts of local law enforcement across a contiguous, manageable geography while also enlisting and funding local community-based organizations (CBOs) and other community partners with experience and expertise in treating the underlying causes of these complex challenges. Together, the North Orange County Public Safety Task Force—now known as the North Orange County Public Safety Collaborative (the "Collaborative")—operates on **a model of unified responsibility that is anchored by three pillars: centralizing resources, integrating data, and coordinating responses**. Accomplishing this model would mean that the Collaborative is tackling the target issues in the most efficient and effective manner possible.

Background

The Collaborative was established in 2017 by California AB 97, which provided for four years of funding towards community policing for the purposes of violence prevention, intervention, and suppression while reducing use of police force incidents. The Collaborative has since expanded from an initial six cities to eleven cities, and there have been calls to replicate our accountability-driven model in other areas across the state. Now in its fifth year of continued funding (having received an additional \$7.8 million in funding from the state in the 2021/22 budget), the Collaborative has achieved incredible success in the focus areas of youth violence prevention & intervention, post-incarceration re-entry services, and homeless outreach efforts by fostering a strong, unprecedented coalition of law enforcement, CBOs, and the broader communities they both serve. Another key component for the Collaborative's success is the dedication of a portion of the funds towards building the capacity of the funded organizations to engage in better collaboration, planning, management, board development, fund development, and performance evaluation. These capacity-building programs, workshops, trainings, and symposia ensure that participating CBOs have the tools that they need to continue having maximum impact beyond the lifespan of the Collaborative.

Need and Challenges

The Collaborative has identified a need to supplement its homeless outreach efforts with additional structures and resources. A comprehensive homeless census report led by law enforcement provided accurate geographic, demographic, and personal data on the unsheltered homeless population. The resulting by-name registry of 1,324 individuals experiencing homelessness who willingly shared personal and demographic information is data that will facilitate real coordination among law enforcement towards assisting homeless individuals off the streets. However, even with that positive first step, **real-time usable data remains elusive to the community of agencies that serve those experiencing homelessness for two main reasons: 1) outdated technical requirements & technology and 2) a lack of community-wide coordination & standardization.**

The standards for the Homeless Management Information System (HMIS) were defined more than twenty years ago in 2000—back when the availability of mobile software and hardware came in the form of flip phones and Palm Pilots. Today, service agencies and persons experiencing homelessness alike have access to a more sophisticated Internet with improved hardware and advanced design principles that have significantly expanded what is possible. However, those advances have been slow to spark innovation in the realm of addressing homelessness. Consequently, agencies have each developed their own unique data requirements, interests, and criteria for the vulnerable populations they work with. Without a template or guideline to get everyone on the same page, agencies have compiled unconnected silos of data, each with their own method of collecting data (e.g., pen and paper, spreadsheets, etc.) and software solution for their operations. This disjointed landscape has caused a variety of problems to manifest, and these issues affect service agencies across the system—from case managers on the front lines to high-level decision-makers. Such issues include:

- Slowed (or a complete lack of) communication
- Slowed or incorrect matching of clients to services
- Loss of contact with clients, whether that be their physical location or communication channel
- Redundant servicing of clients (e.g., duplicative registrations)
- Missed opportunities for referrals and placements (often because of a lack of awareness or knowledge about a service provider and what they offer)
- Difficulty visualizing (or a complete lack of) a clear path for a client from their present situation to one with stable, permanent housing

### Solutions

**The Collaborative will sponsor the Homeless Outreach and Proactive Engagement Center (HOPE Center) to align the various scattered efforts in the area of homeless outreach & engagement and manage these efforts in one seamless response driven by a multitude of specialized responders.** As a subrecipient of the funding, the HOPE Center is sponsored by the North Orange County Public Safety Collaborative to take the next step in actualizing the coordination of eleven North Orange County cities, community-based organizations, behavioral health street practitioners, and community health workers by 1) centralizing their service

provision so that they are dispatched out of one physical building—regardless of traditional jurisdictions—and 2) getting them all to adhere to one technological communication platform. The promotion of a single origin point of outreach & engagement will result in increased accountability, as the HOPE Center will be responsible for measuring the progress of the deployed resources and their outcomes.

The ultimate objective for the HOPE Center is to help individuals experiencing homelessness gain more reliable relief and consistent support. The Collaborative sums up this aim in the mantra “The right resource to the right person at the right time.” The HOPE Center will call upon a variety of partners specialized in specific skillsets and resources to meet the immediate needs of the individual both at the time of the initial encounter and at all subsequent encounters. **The HOPE Center’s building, located in the medical district of City of Fullerton, will serve as the headquarters for regional homeless outreach coordinators.** In addition to leasing the property to the HOPE Center, the City of Fullerton has purchased and is in the process of upfitting two work vans for the organization’s use.

In response to the aforementioned outdated technical requirements and technology challenge, the Collaborative has partnered with Appledore, Inc. to develop **Outreach Grid, a technology tool that the HOPE Center and its partners will use as the single, unified platform for communications and metrics.** The team behind Outreach Grid has spent the past five years tackling exactly this problem in the field of homelessness—combining their expertise in software design and engineering with their experience working with homeless service agencies. Outreach Grid will be instrumental to the HOPE Center’s adoption of a concept known as the “Point of Work” data collection, which will address the aforementioned challenge of a lack of community-wide coordination & standardization.

The “Point of Work” approach is adapted from other industries, especially the retail industry. The retail industry has long been employing the “Point of Sale” strategy to solve such dilemmas as employee training, theft, incomplete or unlogged transactions, and revenue and tax reporting. In the healthcare industry, doctors and nurses check and update charts in real-time, and their communications with their patients are facilitated by software to order tests, prescribe medications, manage appointments, and more. In recent years, ride-hailing services, such as Uber and Lyft, have modernized the act of making a request from chance-based roadside hand-waving to real-time, measurable data work – all at the point of work. In short, **the “Point of Work” approach simply entails leveraging technology to eliminate latency—operations are conducted in real-time on a consolidated platform, and data is logged into the system at the exact moment it is collected.**

Applying the Point of Work lens on homelessness, we can start to see where the gaps in data and communication need to be filled to address service coordination. The two major tools in homelessness for data collection are the Project Enrollment specifications outlined by the Department of Housing and Urban Development (HUD) and the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT), a common surveying tool used to assess and triage individual and family vulnerability. However, while necessary, neither are sufficient in

addressing the complexity and specificity of operationalizing a system to combat homelessness. HUD reporting requirements do not mandate sensible user experiences in HMIS—nor should they. The onus is on homelessness software vendors to understand the issues at the front lines and at high levels and to create platforms that address them. Outreach Grid—and the Point of Work theory it helps execute—is our specialized platform.

A Point of Work homelessness system must address the fundamental flow of the system of homelessness, the concerns of a client when working with a type of agency, and how clients progress from one agency to another. **At its most atomic, a system of addressing homelessness can be reduced to four phases (or points of work): outreach, shelter, housing navigation and case management, and permanent (supportive) housing. At each point of work, our technology and practices must enable the collection of data pertinent to the type of agency working with the client at the time of engagement, as well as support the communication of that data when they are linked to agencies in the next step in the process.**

#### Combining Solutions to Achieve Results

The HOPE Center will use Outreach Grid as a dispatch tool to deploy the appropriate service provider out of their centralized building. From there, the Outreach Grid platform will empower a wide array of service provider users to collect data from first contact to housing, all at the points of work. At the point of outreach, the data concerns of an outreach worker include, but are not limited to, logging the location of encampments, occupants of encampments, hazards related to encampments, and services rendered to clients at a particular location; referring the clients to a shelter; and collecting information about the clients for further assessment. All this information can and should be collected and made readily available at the moment it is encountered by the outreach worker. Outreach workers have outreach features enabled to collect data they are concerned with, including:

- Using their phone's geolocation services to collect location information about encampments
- Updating the status of an encampment (e.g., active, closed, inactive)
- Associating new and existing clients to encampments
- Recording demographic, health, and other important data on clients
- Noting services rendered (e.g., bus cards, gift cards, employment assistance) to a client at the location and/or referrals

Once outreach workers have collected data about the location they have responded to and they have found clients who are ready to move to the next stage from street homelessness, they are able to utilize Outreach Grid's Shelter Bed Reservation System (SBRS). The SBRS app allows outreach workers to:

- View shelter bed availabilities in real time,
- Make reservation requests that send a notification to the relevant shelter,
- Receive an acceptance or rejection from the shelter and,

- (Upon acceptance) Receive a check-in time window to bring in their client for a warm handoff.

Referral records are logged in one place, meaning they will not be forgotten or lost. When it comes to housing navigation, listing properties to a wider network of service agencies means property managers can be assured the best fit is found for their homes. The Collaborative counts permanent (supportive) housing as both the end goal and the final point of work, thereby ensuring that we are monitoring clients at the housing destination to verify that the arrangement is sustainable for the long term. And logging all of this in one platform translates to the ability to finally keep a pulse on how well your community is managing the levers of the homelessness system. Do clients get stuck in one part of the system? Are there enough shelter beds or is there a need for more development? At the rate of new clients entering the system, does our network of agencies have the capacity of managing it today? What about in a few months?

In summary, using a platform to collect data at the point of work greatly improves linkages between agencies. Each point and linkage of the homelessness system is an opportunity for agencies to collect the data they are concerned about and to give and respond to data from other agencies. With the right structure and design, more effective communication and coordination are achieved across a streamlined continuum of care. Being able to respond in real-time means taking advantage of the brief moments of lucidity that are unfortunately sometimes preciously rare among clients with mental or behavioral issues. The new alignment of efforts and strategies in the area of homeless outreach & engagement will improve the capacity of the homeless services system to effectively plan, manage, and allocate resources so that responses are appropriate and expedient. More organized and inclusive information sharing will reduce unnecessary duplications of services and resources. The design of a ground-breaking multi-city, multi-disciplinary partnership at the HOPE Center will be seen as a hub for solutions.

For more on the HOPE Center's action plan, please see the Goals, Objectives, and Deliverables section of the application, as well as the "Additional Narratives" within the Budget and Associated Documentation section.

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and Members of the City Council

**DATE:** June 27, 2023

**SUBJECT: STANTON'S SIDEWALK VENDING ORDINANCE**

### **REPORT IN BRIEF:**

At the March 28, 2023, Council meeting, the Council received consensus and directed staff to proceed with researching the feasibility of a moratorium on sidewalk vending. Subsequently, the City Attorney's Office researched the feasibility of a moratorium and conducted a review of various ordinances related to food vending in Southern California. A moratorium is not recommended at this time, as State law limits the City's ability to restrict sidewalk vending. Moreover, Stanton's current ordinance generally represents the current state of best practices under sidewalk vending regulation under Senate Bills 946 and 972. That said, there are modifications proposed in the report if the Council wishes to be more specific or stringent.

### **RECOMMENDED ACTION:**

1. City Council declare this action to be exempt under the California Environmental Quality Act ("CEQA"), the project is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Title 14 of the California Code of Regulations); and
2. Consider whether to direct the City Attorney to bring back modifications to the City's sidewalk vending ordinance.

### **BACKGROUND:**

Senate Bill 946 ("SB 946"), effective in 2019, authorizes local agencies to regulate sidewalk vendors, within certain limits. Under SB 946, sidewalk vendors are those businesses that "sell food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path." (Gov. Code § 51036(a).) SB 946 generally only authorizes cities to impose restrictions on sidewalk vendors when "directly related to objective health, safety, or welfare concerns." (See Gov. Code §51038(b)-(c).) This means that cities can restrict sidewalk vendors to operate in certain areas or neighborhoods when the restriction directly relates to objective health, safety, or welfare concerns. Similarly, the City may regulate the time, place, and manner of

sidewalk vending when the restrictions are directly related to objective health, safety, or welfare concerns. Notably, the legislature provides that “perceived community animus or economic competition does not constitute an objective health, safety, or welfare concern.” (Gov. Code 51038(e).)

Senate Bill 972 (“SB 972”) took effect January 1, 2023. Prior to the enactment of SB 972, cities could criminally cite food vendors that lacked county health permits or that were otherwise out of compliance with county health codes adopted by reference through the California Retail Food Code. Among other things, SB 972 modified the California Retail Food Code to remove criminal penalties associated with violation of those codes. This means that cities may now only issue administrative citations for violations of those provisions. Cities like Stanton retain their authority to criminally enforce against vendors operating on private property and not in the public right of way.

In 2019, the City adopted Ordinance No. 1086, which comprehensively regulates sidewalk vending in compliance with SB 946 and SB 972. It generally regulates sidewalk vending to the upper limits allowed under SB 946 and 972. In order to operate a sidewalk vending operation within the City, an operator must, among other things, obtain a permit, comply with all State-level requirements on food vendors, and operate according to certain time, place and manner restrictions. The 2019 sidewalk vending ordinance staff report and Ordinance No. 1086 are attached as Attachment A.

At the March 28, 2023, Council meeting, the Council received consensus and directed staff to proceed with researching the feasibility of a moratorium on street vending and the Council directed staff to review the City’s sidewalk vending ordinance to determine whether the ordinance could be strengthened.

## **ANALYSIS/JUSTIFICATION:**

### *Moratorium*

SB 946 provides the State law limits on the extent a local agency may restrict sidewalk vending, particularly Government Code (GC) sections 51038 and 51039. Section 51038 discusses the *restrictions* a local agency may impose, while Section 51039 includes the *punishments* a locality may impose. A moratorium is not recommended, as it could be construed as conflicting with the *restrictions* that a local agency may impose upon a sidewalk vendor.

Under GC section 51038, a local agency may not prohibit vendors from operating in public parks except in certain circumstances. Vendors may not be restricted to operate exclusively in certain neighborhoods or areas unless the restriction directly relates to a health, safety, or welfare concern. Local agencies may prohibit stationary vendors in residential zones but they cannot prohibit roaming vendors in those areas. Local agencies may not restrict the overall number of vendors unless the restriction is directly related to a health, safety, or welfare concern, and the limit on vending hours of operation may not be more restrictive than those limits to businesses in the same zone.

A moratorium would arguably conflict with the latter requirements because a total restriction on vendors would go further than what State law allows. Thus, a moratorium is not recommended.

### *Additional Regulations*

The City Attorney's Office also reviewed the current State law, the City's ordinance, and a number of other cities' ordinances, including those of Anaheim, Garden Grove, San Bernardino, and San Diego. It appears that the City generally regulates as much, or in some instances, more than other similar cities. That said, below are some regulations that the City could consider to make its ordinance even more stringent:

(1) The City's ordinance disallows sidewalk vendors within two feet of another vendor. (SMC § 5.74.045(AA)). The City could impose a larger distance requirement between vendors to further improve congestion and traffic relating to food vending.

(2) The City's ordinance requires food vendors to maintain a county health permit. (SMC § 5.74.030(A)(11).) The City could require vendors' employees to possess a food handlers card issued by the county, a county health permit for the vending equipment, and either a Manager's Food Safety Certificate or a food handlers card. Sidewalk vendors must already possess these certifications under State law. Adding this provision to the City's Code would align with State law and allow the City to administratively cite vendors that do not possess this certification.

(3) The City's ordinance requires that the vendor collect litter and debris within a 20-foot radius of the operation. The City could also require food vendors to provide their own trash receptacle that is large enough to accommodate customer trash so that vendors and their customers do not regularly dispose of trash in City dumpsters or trash receptacles.

(4) The City does not currently limit vending based on proximity to a crosswalk. The City could disallow vending within a certain distance (e.g. 50') from a designated crosswalk.

(5) The City also does not currently prevent a vendor from restocking which may impede vehicular or pedestrian traffic. The City can require that vending only occur where the vehicle is lawfully parked and does not create a traffic hazard.

As noted, State law only allows cities and counties to impose objective health, safety, and welfare restrictions on sidewalk vending businesses. The City's ordinances may be updated anytime to do so.

### **FISCAL IMPACT:**

There is no fiscal impact related to this item.



**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of California Environmental Quality Act ("CEQA"), the project is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Title 14 of the California Code of Regulations).

**PUBLIC NOTIFICATION:**

Public notice was made through the regular agenda process.

**STRATEGIC PLAN OBJECTIVE:**

Obj. No. 1 – Provide a safe community.

**Prepared by:** HongDao Nguyen, City Attorney

**Reviewed by:** James Wren, Public Safety Director

**Approved by:** Hannah Shin-Heydorn, City Manager

**Attachment:**

A. Staff Report and Ordinance No. 1086

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and Members of the City Council

**DATE:** February 12, 2019

**SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING CHAPTER 5.74 TO TITLE 5 OF THE STANTON MUNICIPAL CODE, IMPOSING REGULATIONS ON SIDEWALK VENDING IN COMPLIANCE WITH SENATE BILL 946**

### **REPORT IN BRIEF:**

On September 17, 2018, Governor Jerry Brown signed Senate Bill 946, which establishes statewide governance of vending in the public right-of-way and parks. The bill went into effect on January 1, 2019. Local jurisdictions that wish to regulate sidewalk vending are required to first adopt an ordinance establishing rules and regulations consistent with SB 946. Staff has drafted the attached ordinance establishing a permit procedures and regulations regarding sidewalk vending in compliance with SB 946.

### **RECOMMENDED ACTION:**

1. Declare that the Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. 14 Cal. Code Regs. § 15378(a). Further, this Ordinance is exempt from CEQA as there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3); and

2. That the City Council introduce Ordinance No. 1086, entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING CHAPTER 5.74 TO TITLE 5 OF THE STANTON MUNICIPAL CODE, IMPOSING REGULATIONS ON SIDEWALK VENDING IN COMPLIANCE WITH SENATE BILL 946**

3. Set the Ordinance No. 1086 for adoption at the February 26, 2019 City Council meeting.

### **BACKGROUND:**

Senate Bill 946 (SB 946) establishes a statewide governance of vending in the public

right-of-way and in public parks. SB 946 decriminalizes sidewalk vending and establishes various requirements for local regulation of sidewalk vending. Specifically, this bill:

- Prohibits a local authority from regulating sidewalk vendors, except in accordance with the bill; and
- Declares that a local authority may adopt a program to regulate sidewalk vending in compliance with the bill; and
- Requires a local authority's sidewalk vending program to comply with all the following standards:
  - A local authority shall not require a sidewalk vendor to operate within specific parts of the public right-of-way, except when that restriction is directly related to objective health, safety, or welfare concerns;
  - A local authority shall not prohibit a sidewalk vendor from selling food or merchandise in a park owned or operated by the local authority, except the local authority may prohibit stationary sidewalk vendors from vending in the park only if the operator of the park has a signed agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire;
  - A local authority may adopt additional requirements regulating the time, place and manner of sidewalk vending in a park owned or operated by the local authority, only if the requirements are:
    - Directly related to objective health, safety or welfare concerns; and
    - Necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities; and
    - Necessary to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural characteristic of the park.
  - A local authority shall not require a sidewalk vendor to first obtain the consent or approval of any nongovernmental entity or individual before he or she can sell food or merchandise;
  - A local authority shall not restrict sidewalk vendors to operate only in a designated neighborhood or area, except when that restriction is directly related to objective health, safety, or welfare concerns;
  - A local authority may prohibit stationary sidewalk vendors in residential areas, but shall not prohibit roaming sidewalk vendors in those areas; and,
  - A local authority shall not restrict the overall number of sidewalk vendors permitted to operate within the jurisdiction of the local authority, unless the restriction is directly related to objective health, safety, or welfare concerns.

In summary, the City must allow for street vending operations to occur within the public right-of-way and public parks that are owned or operated by the City. However, the City

may adopt an ordinance to implement a street vending program to establish reasonable regulations and restrictions on operations based on objective public health, safety and welfare concerns.

The proposed Ordinance before Council establishes a Street Vending Permit Program, with reasonable regulations regarding sanitation requirements, operational requirements, and location restrictions to preserve the public health, safety and welfare.

#### **ANALYSIS/JUSTIFICATION:**

The draft ordinance establishes SMC Chapter 5.74 as the Sidewalk Vending Program. The proposed program is consistent with SB 946 as it removes total prohibition of selling goods from portable stands within the public right-of-way. In addition, the ordinance sets operational restrictions that are objective in consideration of protection of the public health, safety and welfare.

The City's proposed program includes regulations that are necessary to:

1. Ensure no interference with:
  - a. The performance of police, fire and emergency medical personnel services;
  - b. The flow of pedestrian or vehicular traffic including ingress or egress from any residence, public building, or place of business, or from the street to the sidewalk, by persons exiting or entering parked or standing vehicles;
2. Provide reasonable access for the use and maintenance of sidewalks, pathways, poles, posts, traffic signs or signals, hydrants, restrooms, trash receptacles, firefighting apparatus, mailboxes, as well as access to locations used for public transportation services;
3. Reduce exposure to the City for personal injury or property damage claims and litigation; and
4. Ensure sidewalk vending activities only occur in locations where such vending activities would not restrict sidewalk and pathway access and enjoyment to individuals with disabilities.

The following sections provide an overview of some of the rules and regulations proposed in the Ordinance.

#### **Stationary versus Roaming Vendors:**

SB 946 establishes two forms of sidewalk vending: stationary vending, and roaming vending. In general terms, a Sidewalk Vendor or Vending means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

For a Roaming Vendor, the vendor moves from place to place and stops only to

complete a transaction. Upon completion of the transaction, the Roaming Vendor would move to a new location and patron. In contrast, a Stationary Vendor may set up operation in one location as permitted by the regulations of the proposed ordinance, and wait for patrons to approach the vendor, with no requirement to move upon completion of patron transactions.

The proposed ordinance establishes rules for the operation of each type of Sidewalk Vendor, and identifies restrictions on when and where the vendor may operate.

### **Permitting Requirements:**

SB 946 allows a local authority to require a sidewalk vendor to obtain a permit, subject to certain limitations.

Consistent with SB 946, the City's proposed program would require a valid permit to engage in any sidewalk vendor activities. A permit enables the City to effectively regulate individuals who are engaging in sidewalk vending activities. It would further help to ensure sidewalk vendors are complying equally with the rules and regulations set forth by the program.

The Community Development Department would issue a permit to a sidewalk vendor when the requirements in the Ordinance are satisfied. These requirements generally include providing a list of all persons associated with the business, performing a LiveScan check, providing a list of proposed locations where the street vending would occur, providing a site plan to demonstrate that sufficient area per ADA requirements are being met, meeting all separation requirements, and providing proof of all required state and county licenses and permits and appropriate tax ID information.

City staff is currently preparing a fee study to determine an appropriate application fee for appropriate cost recovery of staff time associated with the processing of the applications. A separate fee resolution will be presented to Council at a later date upon conclusion of the fee study.

### **Limitation on Hours of Operation:**

SB 946 allows local authority to place limitations on hours of operations that are not unduly restrictive. In nonresidential areas, any limitations on the hours of operation for sidewalk vending shall not be more restrictive than any limitations imposed on other businesses or uses on the same street.

For commercial, industrial, and mixed-use zones, the proposed program indicates that sidewalk vending may occur during the operating hours of the businesses located adjacent to the street which the vending occurs. If no business operations exist, the sidewalk vending operation hours would be limited from 7:00am to 10:00pm, daily.

In residential zones, hours of operation would be limited to 9:00am to 6:00pm on weekdays, and 9:00am to 5:00pm on weekends. These areas tend to be more

sensitive to noise and traffic impacts and, therefore, warrant a smaller operational window.

### **Location Restrictions:**

A number of sensitive and emergency response/law enforcement land uses are located throughout the City, including Sheriff's and fire stations, the civic center, schools and religious institutions. The majority of the City is fully developed with a diverse mixture of residential, institutional, commercial, industrial, and recreational and open spaces.

Many of the sidewalks within the City are narrow, with a width of less than eight (8) feet. The sidewalk and public rights-of-way have also been improved with public serving amenities such as trash receptacles, benches, bus stops, and street trees. Utility poles and boxes are also prevalent fixtures in the public right-of-way throughout the city. In addition, there are a number of areas with red curbing to prohibit vehicular parking and obstruction of the visual field to help ensure the public's safety and welfare. Due to the configuration of the rights-of-way and the existing infrastructure and amenities, a number of siting restrictions are proposed within the ordinance to protect the public health, safety, and welfare.

The following table summarizes the additional location restrictions and the justification for these restrictions to protect the public health, safety and welfare.

<b>Location Restriction</b>	<b>Justification</b>
<b>At least 200 feet from a police station, fire station, civic center, or other emergency facilities.</b>	These facilities are high in activity with emergency services personnel activated and entering or exiting facilities during an emergency. Unimpaired access is necessary to ensure public health and safety services are provided whenever needed.
<b>At least 200 feet from a temporary special event permit location.</b>	This is consistent with SB 946, , which allows prohibition of sidewalk vendors in the immediate vicinity of permitted activities.
<b>At least 500 feet from any public or private schools for elementary, junior high or high school students.</b>	These land uses are sensitive receptors to noise and any activity that is disruptive to day-to-day operations and the overall welfare of said uses. In addition, any queuing around a school can pose a safety issue with children entering and exiting before and after school. Adjacency of sidewalk vendors near these uses could also attract minors to go off-site.
<b>At least 20 feet from the entrance way to any building, store, theater, movie house, house of worship, or place of public assembly.</b>	Any queuing in front of these facilities where there is an expectation of a large number of people maneuvering throughout the area can pose a safety issue.

**No vending shall occur within a designated traffic visibility area, corner cutoff area, or area with red curbing.**

These areas are designated to be free and clear of visual obstructions to ensure the safe maneuvering of vehicles and pedestrians.

**Stationary sidewalk vendors are not permitted in any park where City has signed an agreement for concessions that exclusively permits sale of food or merchandise by a single concessionaire.**

This restriction is consistent with , which allows the City to prohibit stationary sidewalk vendors in public parks that have a single-concessionaire agreement. Per State requirements, roaming vendors are not affected by this restriction.

**Stationary sidewalk vendors not permitted in any exclusively residential areas.**

This restriction is consistent with SB 946, which allows the prohibition of stationary sidewalk vendors in areas zoned exclusively residential. Per State requirements, roaming vendors are not affected by this restriction.

### **Sidewalk Vending in Parks:**

SB 946 allows local jurisdictions to adopt additional requirements regulating the time, place, and manner of sidewalk vending in a park owned and operated by the local jurisdiction if the requirements are directly related to objective health, safety or welfare concerns. As proposed in the ordinance, stationary street vending would be prohibited in areas exclusively zoned residential. In addition, all stationary street vending activities would be prohibited in parks with a concession stand operated by a vendor under exclusive contract with the City selling food or merchandise. If there are no exclusive concessionaires, both stationary and roaming sidewalk vending within parks would be permissible, subject to the regulations set forth in the ordinance and permitting requirements. In addition, stationary and roaming vendors would need to cease operations within the parks at least one hour prior to close of the park.

### **Enforcement, Penalties, and Appeals:**

SB 946 outlines limitations on criminally prosecuting sidewalk vendors for violating parameters of the City's program. The program encourages efficient enforcement through its operating conditions, such as requiring conspicuous display of a sidewalk vending permit and allowing of City officials to inspect the operation at all times. Violations of the Ordinance would be enforced through administrative fines established in SB 946 and potential revocation of an issued permit after repeated violations. Also included is an appeals process, which provides due process for individuals who disagree with an administrative citation or who desire to contest revocation of an issued permit.

### **FISCAL IMPACT:**

None.

### **ENVIRONMENTAL IMPACT:**

In accordance with the requirements of CEQA, the project is exempt pursuant to Section 15378 and Section 15061(b)(3) of the California Environmental Quality Act.

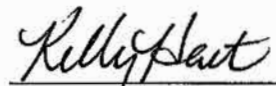
**PUBLIC NOTIFICATION:**

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

**STRATEGIC PLAN:**

1 – Provide a Safe Community

Prepared By:



Kelly Hart  
Community and Economic  
Development Director

Concurred By:

Matthew E. Richardson  
City Attorney

Approved By:



Robert W. Hall  
Interim City Manager

**Attachments:**

A. Ordinance No. 1086



## **ORDINANCE NO. 1086**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING CHAPTER 5.74 TO TITLE 5 OF THE STANTON MUNICIPAL CODE, IMPOSING REGULATIONS ON SIDEWALK VENDING IN COMPLIANCE WITH SENATE BILL 946**

**WHEREAS**, the City of Stanton, California ("City") is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

**WHEREAS**, pursuant to the police powers delegated to it by the California Constitution, the City has the authority to enact laws which promote the public health, safety, and general welfare of its citizens, including sidewalk vending, as long as these are consistent with SB 946; and

**WHEREAS**, in 2018, the California Legislature passed SB 946 which prohibits cities from regulating sidewalk vendors, except in accordance with the provisions of SB 946; and

**WHEREAS**, SB 946 authorizes the implementation of regulations that are directly related to objective health, safety, or welfare concerns, and that do not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified; and

**WHEREAS**, the permit requirements proposed are consistent with SB 946, as they are reasonable, related to objective health, safety, and welfare concerns, and are based upon compliance with other generally applicable laws including the Americans with Disabilities Act and the City's general encroachment permit requirements for work and/or activities in the public right of way; and

**WHEREAS**, the standards imposed on stationary sidewalk vendors requiring a minimum path of accessible travel are necessary to comply with the Americans with Disabilities Act and maintain minimum safe access along public sidewalks; and

**WHEREAS**, standards for maintaining access to building entrances, and not blocking driveways, fire hydrants, parking areas and building storefront windows are necessary to guard the health and safety of patrons, drivers, vendors and existing business owners and promote fire suppression and law enforcement practices that allow the City's safety personnel to observe activities within buildings and maintain access; and

**WHEREAS**, the City Council finds and determines that the installation, repair, maintenance, and removal of encroachments in the public way must be regulated in order to protect the public health, safety, and welfare and to provide for the orderly administration and maintenance of the public access ways for the benefit of the community, while at the same time allowing reasonable accommodation and cooperative flexibility for providing necessary utility and other convenience services to the community; and

**WHEREAS**, the City Council finds that public and private persons who maintain and/or install encroachments in the public way bear a responsibility to help preserve the public way and to contribute to the administrative and liability costs incurred by the community and caused by such encroachments; and

**WHEREAS**, the City Council finds that, unless properly regulated, sidewalk vending poses a unique risk to the health, safety, and welfare of the public, including, but not limited to, impacts to traffic, pedestrian safety, mobility, unsanitary conditions involving food preparation, risks to children, and consumer protection; and

**WHEREAS**, vending within five hundred (500) feet of schools impacts pedestrian and vendor safety due to overcrowding on sidewalks, which results in school children and their caretakers walking in the street and along the sidewalk to keep moving forward; and

**WHEREAS**, vending in close proximity to building entrances and exits impede the ability for pedestrians to exit and enter buildings and may create overcrowding situations close to building entrances and exits. Therefore, vending close to building entrances and exits require reasonable regulation; and

**WHEREAS**, law enforcement and fire fighters and fire officials may also need to quickly exit and enter police and fire stations and substations to respond to emergency situations. As such, vending in close proximity to police and fire stations and substations require regulation to ensure that law enforcement and fire responders are not impeded; and

**WHEREAS**, the inherent nature of sidewalk vending and the ability of such vendors to be located on private property and public streets and move quickly from place to place in the community, including near parks, schools, and other places frequented by children, warrants imposing certain regulatory measures, including requiring background checks, to protect the health, safety, and welfare of the community; and

**WHEREAS**, SB 946 continues to authorize cities to prohibit sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market and a permitted swap meet, as specified, and to restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by a city; and

**WHEREAS**, fraud or misrepresentation in the course of vending constitutes an objective harm to the health, safety, and welfare of the City's residents; and

**WHEREAS**, vending in a manner that creates a public nuisance or constitutes a danger to the public constitutes an objective harm to the health, safety, and welfare of the City's residents; and

**WHEREAS**, all other legal prerequisites to the adoption of this Ordinance have occurred.

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

**SECTION 1.** The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

**SECTION 2.** Chapter 5.74 of the Stanton Municipal Code is hereby added to read as follows:

**“Chapter 5.74 – SIDEWALK VENDING**

**Section 5.74.010 Purpose.**

The City finds that the vending of prepared or pre-packaged foods, goods, and/or wares at semi-permanent locations on public sidewalks and rights-of-way may pose unsafe conditions and special dangers to the public health, safety, and welfare of residents and visitors. The purpose of this Chapter is to implement regulations on both roaming and stationary sidewalk vending that protect the public health, safety, and welfare of the community while complying with the requirements of general state law, as amended from time to time, to promote safe vending practices, prevent safety, traffic, and health hazards, and preserve the public peace, safety, and welfare of the community.

**Section 5.74.020 Definitions.**

For purposes of this Chapter, the following definitions apply:

A. “Certified Famers’ Market” means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

B. “City” means the City of Stanton.

C. “Park” means a public park owned or operated by the City.

D. “Roaming sidewalk vendor or vending” means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

E. “Sidewalk” means a portion of a street between the curbline and the adjacent property line, or an easement or right-of-way held by the city across the front of private property, and intended for the use of pedestrians. For purposes of this Chapter, “sidewalk” shall also include a paved path or walkway owned by the City or other public entity that is specifically designed for pedestrian travel.

F. “Sidewalk vendor or vending” means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path.

G. "Swap Meet" means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

H. "Temporary Use Permit" means a City-issued permit to hold a temporary land use activity, as defined in Section 20.540.020, and includes the activities described in Section 20.540.050 of this Code.

I. "Special Events Permit" means a City-issued permit to hold a special event, as defined in Section 20.540.020 and includes the activities described in Section 20.540.060 of this Code.

#### **Section 5.74.030 Permits Required.**

A. All sidewalk vendors shall obtain a Sidewalk Vending Permit from the City Community Development Department prior to engaging in any sidewalk vending activities. The following information shall be required:

1. Name, current mailing address, and phone number of the vendor; and
2. If the vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal; and
3. If the vendor will have employees, the name(s), current mailing address(es), and phone numbers of the person(s) who will be employed as a stationary or roaming sidewalk vendor(s); and
4. The number of sidewalk vending operations the vendor intends to operate within the City; and
5. The days and hours of operation the sidewalk vendor intends to operate; and
6. Whether the vendor intends to operate as a stationary or roaming sidewalk vendor; and
7. If applicable, a description of the type of food proposed to be offered for sale or exchange; and
8. If applicable, a description of the merchandise/goods to be offered for sale or exchange; and
9. A copy of the California seller's permit with the sales tax number issued by the California Department of Tax and Fee Administration to the vendor; and

10. A copy of the vendor's social security card with the number; or  
  
A copy of the valid California Driver's license issued to the vendor;  
or  
  
A copy of the individual taxpayer identification number issued to the vendor; or  
  
A municipal identification number.
  - a. Any such identification number(s) or license(s) collected shall not be available to the public for inspection and shall remain confidential and not be disclosed except as required to administer the permit or licensure program or comply with a state law or state or federal court order.
11. If preparing or selling food, a copy of the Orange County Health Department permit issued to the vendor; and
12. A list of all other cities or other jurisdictions in which the vendor has operated a vending operation in the past three (3) years; whether a permit was required to operate; and whether a permit for vending has been revoked in the past three (3) years; and
13. A description or site plan map of the proposed location(s) where vending will take place, showing that the sidewalk location maintains a minimum of thirty-six inches (36") of accessible route area when considering the vendor equipment and anticipated customer queue, in compliance with the Americans with Disabilities Act; and
14. A copy of an encroachment permit issued by the City pursuant to Chapter 12.12 of the Stanton Municipal Code; and
15. A copy of general liability policy naming the City as additional insured in the amount of \$1,000,000.00; and
16. An acknowledgement that the vendor will comply with all generally applicable local, state, and federal laws; and
17. A certification by the vendor that to his or her knowledge and belief, the information contained in the application is true; and
18. An agreement by the vendor to indemnify, defend (at the vendor's sole cost and expense), and hold the City of Stanton, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries,

liabilities or losses which arise out of, or which are in any way related to, the City's issuance or failure to issue a sidewalk vending permit, the City's decision to approve or its refusal to approve the sidewalk vending permit, the operation of the sidewalk vending use and activity, and the process used by the City in making its decision. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, or proceeding whether incurred by the permittee, City, and/or the parties initiating or bringing such proceeding; and

19. An acknowledgement that use of public property is at the vendor's own risk, and the City does not take any steps to ensure public property is safe or conducive to sidewalk vending operations.

B. Prior to the issuance of a Sidewalk Vending Permit, the applicant shall cause to be filed with the Chief of Police or his or her designee a LiveScan background check conducted by the California Department of Justice within the previous six (6) months of the application date. The Chief of Police shall furnish each applicant with a LiveScan request form for use at any LiveScan vendor location.

C. At the time the application or renewal application is filed, the application shall pay the permit processing fee established by separate resolution of the City Council.

#### **Section 5.74.040 Review of Permit Application; Decision.**

D. Upon acceptance of a properly completed and filed Sidewalk Vending Permit application and receipt of an acceptable LiveScan report issued by the Department of Justice, the Community Development Department shall conduct a preliminary investigation to determine compliance with this Chapter and shall make such determination within no more than thirty (30) days of acceptance to approve or deny the application. The Community Development Department shall provide the applicant with written notice of his or her decision to the address indicated in the application.

E. The Community Development Director shall deny an application for a permit if he or she makes any of the following findings:

1. The applicant has failed to pay the application permit fee.
2. The applicant has made one or more material misstatements in the application for a permit.
3. The applicant does not have a valid social security card or valid California Driver's license; or valid individual taxpayer identification number; or a municipal identification number.

4. The applicant's vending operation, as described in the application, is inconsistent with the standards, conditions, and requirements of this Chapter.
5. The applicant is required to register under the provisions of California Penal Code section 290.
6. Within three (3) years of the date of the application, the applicant has been convicted in a court of competent jurisdiction or pled nolo contendere to any felony offense involving the sale of a controlled substance specified in California Health and Safety Code sections 11054, 11055, 11056, 11057 or 11058, or at the time of application is on probation or parole for any offenses set forth in this section for an offense that was committed within three (3) years of the date of the application.
7. It is determined that the applicant does not possess all federal, state, and local permits and licenses necessary to engage in the activity in which he or she seeks to engage.
8. The applicant has had a sidewalk vending permit or similar permit revoked within the past three (3) years in the City or any other jurisdiction.

F. If the application is denied, the reasons for disapproval shall be noted on the application, and the applicant shall be notified that his or her application is denied and that no permit will be issued. Notice shall be mailed to the applicant at the address shown on the application form.

G. If the Community Development Director approves the applicant's permit, he or she shall endorse his or her approval on the application and shall, upon payment of the prescribed fee, deliver the permit to the applicant.

H. Exemptions. A sidewalk vending permit shall not be required for the following activities:

1. The sale of agriculture products on the site where the product is grown.
2. Catering for private parties held exclusively on private property and not open to the general public.
3. Events permitted pursuant to a lawfully issued Special Events Permit including but not limited to a Certified Farmers' Market, Swap Meet, street fairs, outdoor concerts, sport league opening day, and business sidewalk sales.

I. Term of permit. A Sidewalk Vending Permit issued pursuant to this Chapter shall automatically expire one (1) year from the date issued, unless an earlier expiration date is noted on the permit. It shall be the permittee's sole responsibility to renew the Sidewalk Vending Permit.

J. Transferability. A Sidewalk Vending Permit shall not be transferable to any other entity or person and is valid only as to the original applicant for the term stated.

K. Display of Permit. Such sidewalk vending permit shall, during the time such permittee is engaged in sidewalk vending, be worn constantly and conspicuously by the permittee on the front of his or her outer garment. Sidewalk vendors shall be required to exhibit their permits and/or licenses at the request of any person. If multiple sidewalk vendors are staffing a sidewalk vending operation, each vendor shall, during the operation of sidewalk vending, constantly and conspicuously wear the permit on the front of his or her outer garments.

#### **Section 5.74.045 Generally Applicable Sidewalk Vending Standards.**

Sidewalk vendors shall meet all of the following requirements:

- A. The sidewalk vendor is duly licensed and meets all requirements of section 5.74.030; and
- B. The sidewalk vendor can set up their vending operation while still leaving a minimum of thirty-six inches (36") of accessible path of travel, without obstruction from the vendor equipment and the customer queue, along the public sidewalk or public pathway; and
- C. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and
- D. Prior to leaving the vending area, the sidewalk vendor shall collect all litter and debris within a 20 foot radius of the vendor that was generated by the vending activities; and
- E. There shall be no disposal of cooking material or waste, including but not limited to used oil, into the City's trash receptacles, storm drains, plant material, or foliage. Vendors shall immediately clean up any food, grease, or other fluid or item related to the sidewalk vending operation that falls onto public property; and
- F. The sidewalk vendor location does not block entrances to private or public buildings, private or public driveways, parking spaces or building windows; and
- G. No vending shall occur within ten (10) feet of a fire hydrant, fire escape, bus stop, loading zone, handicapped parking space or access ramp; and



- H. No vending shall occur within the designated Traffic Visibility Area, as defined in Section 20.305.100 of the Code, or within a corner cut-off area, as identified in subsection W below.
- I. No tables, chairs, fences, shade structures, other site furniture, or any freestanding signs shall be permitted in conjunction with the vendors vending activities; and
- J. The sidewalk vendor shall not attach or use any water lines, electrical lines, or gas lines during vending operations; and
- K. Exterior storage or display of refuse, equipment, materials, goods, wares, or merchandise associated with the vendor is prohibited; and
- L. The sidewalk vendor shall not store, place, or keep any food or merchandise on public property; and
- M. The sidewalk vendor shall not display any signage on public property; and
- N. All signage and advertising related to the sidewalk vendor and/or the vending operations shall not be electrical, flashing, wind powered, or animated. All signage and advertising related to the sidewalk vending operation shall not constitute a hazardous, distracting or confusing sign, or a prohibited form of signage, as defined in Section 20.325.060 of the Code; and
- O. The sidewalk vendor shall not use a horn, siren, amplified music, or any other audible device to attract attention to the presence of the vending vehicle; and
- P. The sidewalk vendor shall not engage in aggressive sales, which shall include touching a person being offered food or merchandise without that person's consent, continuing to offer food or merchandise for sale to a person after he or she has declined to purchase food or merchandise, or deliberately blocking or impeding the path of the person(s) being offered food or merchandise; and
- Q. The sidewalk vendor shall publicly display any and all required business and health licenses; and
- R. The sidewalk vendor shall remit all required and applicable taxes to the applicable taxing agencies; and
- S. No vending shall occur within five hundred (500) feet of a Certified Farmers' Market, a Swap Meet, an event held pursuant to an Event Permit; and
- T. The sidewalk vendor shall not leave his or her sidewalk vending operation

unattended to solicit business for the vending operation; and

- U. The sidewalk vendor shall not contain or use propane, natural gas, batteries, or other explosive or hazardous materials. The vendor shall not use an open flame for the sidewalk vending operation; and
- V. The sidewalk vendor shall not sell alcohol, marijuana, adult-oriented material, tobacco products, products that contain nicotine, or any product used to smoke/vape nicotine and/or marijuana; and
- W. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of 45 degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of 30 feet from the intersection of such lines at the corner of a street or highway; and
- X. No vending shall occur within five hundred (500) feet of any public or private academic school for elementary, junior high, or high school students; and
- Y. No vending shall occur within three (3) feet of any street lights, edges of tree wells, parking meters, or above-ground utility structures; and
- Z. No vending shall occur within two (2) feet of any existing subsurface utility box, valve, or vault; and
- AA. No vending shall occur within two (2) feet of another vendor; and
- BB. No vending shall occur at bus stop locations, red curbs, or at locations where there are existing above-ground amenities such as newsstands or street furniture, including, but not limited to benches and bike racks; and
- CC. No vending shall occur in roadways, medians, pedestrian islands, or bikeways; and
- DD. No vending shall occur within twenty (20) feet of the entrance way to any building, store, theater, movie house, house of worship, or place of public assembly; and
- EE. No vending shall occur within two hundred (200) feet of City Hall, any police station, and any fire station.

#### **Section 5.74.050 Stationary Sidewalk Vending Locations and Standards.**

A. Stationary sidewalk vendors shall be prohibited from operating or establishing in any and all exclusively residential zones of the City.

B. Stationary sidewalk vendors may operate in non-residential zones of the City, including mixed use zones, provided they meet the requirements of Section 5.74.045.

C. Stationary sidewalk vendors shall only be conducted no earlier and no later than the hours of operation of businesses on the same street. If no businesses operate on the same street, stationary sidewalk vendors operating in non-residential zones of the City shall only operate between the hours of 7:00 AM and 10:00 PM of every day.

#### **Section 5.74.060 Sidewalk Vending in Parks.**

A. Sidewalk vending of food or merchandise by stationary vendors shall be prohibited in any City Park with a concession stand operated by a vendor under exclusive contract with the City selling food or merchandise.

B. Subject to Section 5.74.050(A), sidewalk vendors may operate in City Parks provided they meet all of the requirements in Section 5.74.045.

C. Sidewalk vendors shall cease operations one (1) hour prior to the close of the park.

#### **Section 5.74.070 Roaming Sidewalk Vending.**

A. Roaming sidewalk vendors shall meet all the requirements of Section 5.74.045.

B. Roaming sidewalk vending hours for residential zones shall be conducted between the hours of 9:00 AM and 6:00 PM on weekdays, and between the hours of 9:00 AM and 5:00 PM on the weekend.

C. Roaming sidewalk vendors for non-residential zones shall only be conducted no earlier and no later than the hours of operation of businesses on the same street. If no businesses operate on the same street, roaming sidewalk vendors in non-residential zones of the City shall only operate between the hours of 7:00 AM and 10:00 PM of every day.

#### **Section 5.74.080 Suspension; Rescission.**

A. A Sidewalk Vending Permit issued under this Chapter may be suspended or rescinded by the Community Development Director after four or more violations of this Chapter in accordance with Section 5.74.100 of this Chapter, at their discretion, for any of the following causes:

1. Fraud or misrepresentation in the course of vending;
2. Fraud or misrepresentation in the application for the permit;
3. Vending in a manner that creates a public nuisance or constitutes a danger to the public.

B. Notice of the suspension or rescission of a sidewalk vendor permit issued under this Chapter shall be mailed, postage prepaid, to the holder of the sidewalk vendor permit at his or her last known address.

C. No person whose street vending permit has been revoked pursuant to this chapter shall be issued a street vending permit for a period of three (3) years from the date revocation becomes final.

#### **Section 5.74.090 Appeals to City Manager.**

In the event that any applicant or permittee desires to appeal from any order, rescission, or other ruling of the Community Development Director made under the provisions of this Chapter, such applicant or any other person aggrieved shall have the right to appeal such action or decision to the City Manager within fifteen (15) days after the notice of the action or decision has been mailed to the person's address as shown on the permit application. An appeal shall be taken by filing with the City Clerk a written appeal statement setting forth the grounds for the appeal, along with the City's appeal fee, which shall be established by City Council resolution. The filing of the appeal shall stay the enforcement of any decision suspending or rescinding the permit. The City Clerk shall transmit the written statement to the City Manager within ten (10) days of its filing and payment of the appeal fee, and the City Manager shall set a time and place for a hearing on appeal. A hearing shall be set not later than sixty (60) days from the date of filing of the applicant's written appeal statement with the City Clerk. Notice of the time and place of the hearing shall be given to the appellant in the same manner as provided for the mailing of notice of suspension or rescission at least five (5) days prior to the date set for the hearing. At the hearing, the permittee and the City shall be entitled to legal representation and may present relevant evidence, testify under oath, and call witnesses who shall testify under oath. The City Manager shall not be bound by the traditional rules of evidence in a hearing, except that hearsay evidence may not be the sole basis for the decision of the City Manager. The City Manager may continue the hearing as deemed necessary. The decision of the City Manager, or his or her designee, on the appeal shall be final and binding on all parties concerned, unless timely judicial review is sought pursuant to Code of Civil Procedure Section 1094.6. In the event a timely action or proceeding is brought pursuant to Section 1094.6, the City Manager's decision shall be stayed automatically pending a final decision on the merits by the trial court. As used in this section, final decision on the merits does not include rehearing or appellate procedures.

## **Section 5.74.100 Penalties.**

A. It is unlawful for any person to violate any provision or fail to comply with any requirements of this Chapter. A violation of this Chapter shall be punished by:

1. An administrative fine not exceeding \$100 for a first violation.
2. An administrative fine not exceeding \$200 for a second violation within one (1) year of the first violation.
3. An administrative fine not exceeding \$500 for each additional violation within one (1) year of the first violation.
4. Rescinding the vending permit issued to the vendor for the remaining term of that permit upon the fourth violation or subsequent violations.

B. A violation of vending without a sidewalk vending permit, may, in lieu of the penalties set forth in subsection (A), set forth above, be punished by:

1. An administrative fine not exceeding two hundred fifty (\$250) dollars for a first violation.
2. An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one (1) year of the first violation.
3. An administrative fine not exceeding one thousand dollars (\$1,000) for each additional violation within one (1) year of the first violation.

C. If an individual is subject to subsection (B), set forth above, for vending without a Sidewalk Vending Permit, upon the individual providing proof of a valid permit issued by the City, the administrative fines set forth in this Chapter shall be reduced to the administrative fines set forth in subsection (A), respectively.

D. The proceeds of any administrative fines assessed pursuant to this Chapter shall be deposited in the treasury of the City.

E. Failure to pay an administrative fine assessed under this Chapter shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized in this Chapter shall not be assessed.

F. Any violation of this Chapter shall not be punishable as an infraction or misdemeanor, and any person alleged to have violated any provisions of this Chapter shall not be subject to arrest except when otherwise permitted under law.

G. When assessing an administrative fine pursuant to this Chapter, the adjudicator shall take into consideration the person's ability to pay the fine. The City

shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

1. If the person meets the criteria described in subdivision (a) or (b) of Government Code section 68632, the City shall accept, in full satisfaction, twenty (20) percent of the administrative fine imposed pursuant to this Chapter.
2. The City may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

H. A person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk vending, whether by trial or by open or negotiated plea, who would not have been guilty of that offense under SB 946 had SB 946 been in effect at the time of the offense, may petition for dismissal of the sentence, fine, or conviction before the trial court that entered the judgment of conviction in his or her case.

I. Nothing contained herein shall be construed to impede the City's or County's ability to enforce County Health Department codes and regulations."

**SECTION 3.** Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council of the City of Stanton hereby declares that it would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**SECTION 4.** This Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. 14 Cal. Code Regs. § 15378(a). Further, this Ordinance is exempt from CEQA as there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3). The City Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

**SECTION 5.** Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.

**SECTION 6.** Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City.

**PASSED, APPROVED, AND ADOPTED** this 26th day of February, 2019.

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DAVID J. SHAWVER, MAYOR

ATTEST:

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PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

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MATTHEW E. RICHARDSON, CITY ATTORNEY

STATE OF CALIFORNIA            )  
COUNTY OF ORANGE            ) SS .  
CITY OF STANTON                )

I, Patricia A. Vazquez, City Clerk of the City of Stanton, do hereby certify that the foregoing Ordinance No. 1086 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 12th day of February 2019, and thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 26th day of February 2019, by the following vote, to wit:

AYES:	COUNCILMEMBERS:	_____
		_____
NOES:	COUNCILMEMBERS:	_____
		_____
ABSENT:	COUNCILMEMBERS:	_____
		_____
ABSTAIN:	COUNCILMEMBERS:	_____
		_____

\_\_\_\_\_  
CITY CLERK, CITY OF STANTON





# **City Council Initiated Items 15D – 15E – 15F**

**15D:**

***“DISCUSSION REGARDING THE CREATION AND IMPLEMENTATION OF A GREENSCAPE PROGRAM WITHIN THE CITY”***

**15E:**

***“DISCUSSION REGARDING INSTALLATION OF A SECURITY CAMERA SYSTEM INTO THE CITY COUNCIL CHAMBERS”***

**15F:**

***“DISCUSSION REGARDING THE CREATION OF A SOCIAL HOST ORDINANCE PERTAINING TO FIREWORKS”***

***(This item does not contain a staff report)***