



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, JULY 26, 2022 - 6:30 P.M.

SAFETY ALERT – NOTICE REGARDING COVID-19

The health and well-being of our residents is the top priority for the City of Stanton, and you are urged to take all appropriate health safety precautions given the health risks associated with COVID-19. The City Council meeting will be held in person in the City Council Chambers located at 7800 Katella Avenue, California 90680.

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

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

Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk's Office at (714) 890-4245.

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

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

1. **CLOSED SESSION** None.

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

3. **PLEDGE OF ALLEGIANCE**

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

5. **SPECIAL PRESENTATIONS AND AWARDS**

Townsend Public Affairs State and Federal Legislative report and update.

6. **CONSENT CALENDAR**

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

6B. APPROVAL OF WARRANTS

City Council approve demand warrants dated July 2, 2022 – July 14, 2022, in the amount of \$2,507,919.78.

6C. APPROVAL OF MINUTES

City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – July 12, 2022.

6D. FIRST AMENDMENT TO CONSTRUCTION CONTRACT WITH J. KIM ELECTRIC, INC. FOR CITY HALL NEW LIGHTING PROJECT

The subject project's original scope of work is complete. While the new lighting installations increased the level of brightness in the Banquet Hall/Community Room, it did not increase it to the desired level of brightness. City staff requested a contract change order bid from J. Kim Electric to install twelve (12) more new LED light fixtures in the room. The bid exceeds the previous City Council authorized maximum contract amount; therefore, a first amendment increasing the total contract amount is required to be approved by City Council.

RECOMMENDED ACTION:

1. 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. Approve the First Amendment to the City Hall New Lighting Project Contract in the amount of \$49,548.63; and
3. Authorize the City Manager to execute the First Amendment between the City of Stanton and J. Kim Electric, Inc.

6E. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

The existing resolution authorizing deposits and withdrawals of monies in LAIF, required by Section 16429.1 of the Government Code, needs to be updated to include the current City Manager, Hannah Shin-Heydorn.

RECOMMENDED ACTION:

1. 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. Adopt Resolution No. 2022-40, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND."

6F. RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (HOUSING AUTHORITY)

The existing resolution authorizing deposits and withdrawals of monies in LAIF, required by Section 16429.1 of the Government Code, needs to be updated to include the Stanton Housing Authority's current Executive Director, Hannah Shin-Heydorn.

RECOMMENDED ACTION:

1. Stanton Housing Authority 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. Adopt Resolution No. SHA 2022-03, entitled:

"A RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND."

6G. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR FULLY HOSTED RECREATION MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES TO CIVICPLUS

Staff recommends that the City Council approve the professional services agreement with CivicPlus for fully hosted recreation management software to improve the customer experience and increase access for the public to City programs.

RECOMMENDED ACTION:

1. City Council declare that the project is not subject to CEQA in accordance with Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve a Professional Services Agreement with CivicPlus to provide fully hosted recreation management software; and
3. Authorize the City Manager to bind the City of Stanton and CivicPlus in a contract to provide these services.

6H. APPROVAL OF FIRST AMENDMENT EXTENDING THE CONTRACT WITH EMPIRE PIPE CLEANING & EQUIPMENT, INC. TO PROVIDE SANITARY SEWER CLEANING SERVICES

A contract was awarded to Empire Pipe Cleaning & Equipment, Inc. (Empire) at the June 11, 2019 Council meeting to provide sanitary sewer cleaning services. The three-year contract that expired June 30, 2022 provides for two optional one-year extensions. The contractor has requested an extension of the contract for an additional year. If approved by Council, the first amendment to the contract would expire on June 30, 2023.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301b; and
2. Approve the First Amendment to the existing agreement with Empire Pipe Cleaning & Equipment, Inc. and allow the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and
3. Authorize the City Manager to execute the First Amendment to the existing Agreement with Empire Pipe Cleaning & Equipment, Inc.; and
4. Authorize the City Manager to approve contract changes, not to exceed 10% of the First Amendment total compensation.

6I. APPROVAL OF CONTRACT AMENDMENT #4 EXTENDING AND AMENDING CONTRACT WITH HARTZOG AND CRABILL, INC. TO PROVIDE ON-CALL TRAFFIC OPERATIONS SERVICES

Hartzog and Crabill has been providing on-call traffic operations and engineering support services since 2014, including traffic signal operations support services. The third amendment to the professional services agreement expired June 30, 2022. If approved, this fourth amendment will allow Hartzog and Crabill to continue to provide services through June 30, 2024.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h); and
2. Waive the competitive bidding requirements in the City's purchasing policy; and
3. Authorize the City Manager to execute the Fourth Amendment to the existing Agreement.

6J. APPROVAL OF CONTRACT AMENDMENT #2 EXTENDING AND AMENDING THE CONTRACT WITH VENCO WESTERN, INC. TO PROVIDE LANDSCAPE MAINTENANCE SERVICES AND APPROPRIATION OF FUNDS

Venco Western, Inc. currently provides Citywide Landscape Maintenance Services and had its contract expire on June 30, 2022. Venco Western has maintained their rates over the last two years, despite increases to prevailing wage. Based on staff negotiations with Venco Western, the proposed amendment includes an updated scope of work and a monthly cost increase of 19%. Venco Western has committed to honoring the rates for a two-year term.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h); and
2. Approve the Second Amendment to the existing agreement with Venco Western, Inc. and allow the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and
3. Authorize the City Manager to execute the Second Amendment to the existing Agreement with Venco Western, Inc.; and
4. Authorize an appropriation of \$48,000 from the available balance in the Gas Tax Fund to increase the Fiscal Year 2022-2023 budget in Account 211-3400-608100.

6K. ACCEPTANCE OF THE SHERIFF'S SUBSTATION FLOORING REPLACEMENT PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The Sheriff's Substation Flooring Replacement Project consisting of the removal and replacement of carpet and vinyl plank flooring is now complete. The final construction cost for the project was \$50,596.60, which is below the budgeted amount for this project. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of July 12, 2022 and recommends that the City Council accept the completed work performed on this project.

RECOMMENDED ACTION:

1. City Council declare that project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301(a); and
2. Accept the completion of improvements for the Sheriff's Substation Flooring Replacement Project, as certified by the City Engineer, and affix the date of July 12, 2022 as the date of completion of all work on this project; and
3. Approve the final construction contract amount of \$50,596.60 with Pro Installations Inc. dba ProSpectra Contract Flooring; and
4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Clerk-Recorder of the County of Orange; and
5. Direct City staff, after thirty-five (35) days has elapsed from the filing of the "Notice of Completion" with the County Clerk-Recorder, to make the retention payment to Pro Installations Inc. dba ProSpectra Contract Flooring in the amount of \$2,529.83.

END OF CONSENT CALENDAR

7. PUBLIC HEARINGS **None.**

8. UNFINISHED BUSINESS **None.**

9. NEW BUSINESS

9A. PUBLIC REVIEW OF DRAFT LOCAL HAZARD MITIGATION PLAN

Atlas Planning Solutions, the City's consultant for the Local Hazard Mitigation Plan (LHMP), will provide an update of the LHMP development progress and a review of the draft LHMP.

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. Receive and file the presentation; and
3. Conduct a public hearing to receive public input on the draft Local Hazard Mitigation Plan.

10. ORAL COMMUNICATIONS - PUBLIC

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

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

11. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

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

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

14A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 21st day of July, 2022.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 6B

Click here to return to the agenda.

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

July 2, 2022 - July 14, 2022

Electronic Transaction Nos.	1998-2006	\$	2,135,614.53
Check Nos.	135325-135384	\$	372,305.25

TOTAL	\$	2,507,919.78
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**Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.**

/s/ Hannah Shin-Heydorn

City Manager

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

/s/ Michelle Bannigan

Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: JRodriguez
Printed: 7/19/2022 9:38 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1998	REC16138	RECTRAC REFUNDS	07/05/2022	
	25855	Refund #25855 Catherine Levu SCP Multi Purp		200.00
	25929	Refund #25929 Jennifer Din SCP Picnic Shelter		150.00
	26188	Refund #26188 Monique Mendoza SCP Picnic S		150.00
	26311	Refund #26311 Angelica Aguirre SCP Multi Pur		200.00
	26332	Refund #26332 Anne Bassett SCP Multi Purpose		300.00
	26405	Refund #26405 Jenny Somera SCP Picnic Shelte		200.00
	26413	Refund #26413 Luz Maria Chavarria Cancellatic		-35.00
	26413	Refund #26413 Luz Maria Chavarria Civic Banq		500.00
	26493	Refund #26493 Nicholas Cova SCP Picnic Shelt		150.00
	26734	Refund #26734 Jeff Turkus SCP Picnic Shelter		150.00
	26868	Refund #26868 Shasta Mason SCP Picnic Shelte		100.00
	26952	Refund #26952 Daisy Munos Dotson Picnic She		100.00
	27188	Refund #27188 Gleb Shin Dotson Picnic Shelter		100.00
Total for Check Number 1998:				2,265.00
1999	CAS683	CA ST PERS-HEALTH BENEFIT	07/06/2022	
	Jul-22	July 22 Health Ins - City Share		32,107.75
	Jul-22	July 22 Health Ins - Employee		4,612.72
	Jul-22	July 22 Adm Services Health Ins		109.60
	Jul-22	July 22 Retiree Insurance		3,010.00
Total for Check Number 1999:				39,840.07
2000	USB13423	US BANK	07/08/2022	
	2016AB-072022	2016AB Bonds Debt Service Payment		824,721.46
	2016CD-072022	2016CD Bonds Debt Service Payment		1,233,607.25
Total for Check Number 2000:				2,058,328.71
2001	BEN15755	BENEFIT COORDINATORS CORPORAT	07/08/2022	
	B05ZH5	July 2022 Delta Dental - Employee Share		218.88
	B05ZH5	July 2022 Delta Dental - City Share		1,838.22
Total for Check Number 2001:				2,057.10
2002	VSP13387	VISION SERVICE PLAN - (CA)	07/08/2022	
	815420677	July 2022 Health Ins - Employer VSP		492.49
	815420677	July 2022 Health Ins - Employee VSP		53.90
Total for Check Number 2002:				546.39
2003	MET12565	METLIFE SBC	07/08/2022	
	Jul-22	July 22 Metlife Dental - City Share		194.28
	Jul-22	July 22 Metlife Dental - Employee Share		29.58
Total for Check Number 2003:				223.86
2004	INT1569	INTERNAL REVENUE SERVICE	07/08/2022	
	07/02/2022	(FD) Federal Tax Withholding		16,749.30

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	07/02/2022	(MD) Medicare - Employee Share		2,316.43
	07/02/2022	(ME) Medicare - City Share		2,316.43
			Total for Check Number 2004:	21,382.16
2005	ICM1540 PPE 07/02/2022	ICMA RETIREMENT TRUST 302393 PPE 07/02/22 - ICMA #302393	07/08/2022	4,840.00
			Total for Check Number 2005:	4,840.00
2006	EDD1067 7/2/2022 7/2/2022	EDD State Unemployment State Tax Withholding	07/08/2022	94.50 6,036.74
			Total for Check Number 2006:	6,131.24
135325	abs16273 2020105380	ABSOLUTE SECURITY INTERNATIONAL, Security for Hall Rentals on 6/11, 6/12, 6/19, 6/2	07/14/2022	2,126.15
			Total for Check Number 135325:	2,126.15
135326	ace13161 9995	ACE LASER PRINTER SERVICE Toner	07/14/2022	725.16
			Total for Check Number 135326:	725.16
135327	af1187 721606 721606	AFLAC-FLEX ONE June 22 Employee (Aflac) June 22 Employee (Life Ins & Disability Ins)	07/14/2022	158.36 149.40
			Total for Check Number 135327:	307.76
135328	ALL12432 198359 Retention #1	ALL AMERICAN ASPHALT FY 2021/22 Citywide Street Rehabilitation Proje Retention 5%	07/14/2022	109,000.00 -5,450.00
			Total for Check Number 135328:	103,550.00
135329	ALL228 78335 78336 78549 78563	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services 5/29/22-6/11/22 School Crossing Guard Services 5/29/22-6/11/22 School Crossing Guard Services 6/12/22-6/25/22 School Crossing Guard Services 6/12/22-6/25/22	07/14/2022	271.13 578.40 578.40 578.40
			Total for Check Number 135329:	2,006.33
135330	all11857 Apri-June 2022	ALLIANT INSURANCE SERVICES INC Special Event Insurance/2nd Quarter	07/14/2022	2,276.00
			Total for Check Number 135330:	2,276.00
135331	ANA12346 YMCA62122	ANAHEIM FAMILY YMCA Payments for youth sports classes - Summer 202	07/14/2022	323.40
			Total for Check Number 135331:	323.40
135332	ATT377 06/27/2022 06/27/2022	AT&T Cerritos Intercon - Jun DMV Access Line - Jun	07/14/2022	200.31 55.25
			Total for Check Number 135332:	255.56
135333	cal577	CALED	07/14/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	300003990	Membership Dues/ Jennifer Lilley (7/31/22-7/31		570.00
		Total for Check Number 135333:		570.00
135334	CAL16221	CALIFORNIA WATERS	07/14/2022	
	13013	Splash Pad Repair at SCP - callouts June		2,087.63
	13138	Splash Pad Repair at Dotson - June		540.00
	13138	Splash Pad Repair at SCP - June		540.00
		Total for Check Number 135334:		3,167.63
135335	cej16372	ELIANA CEJA	07/14/2022	
	26987	Refund #27312 Dotson Picnic Shelter 06/26/22		50.00
		Total for Check Number 135335:		50.00
135336	FIR1181	CORELOGIC SOLUTIONS, LLC	07/14/2022	
	82138222	JUNE-22/Geographic Package - Realquest		315.00
		Total for Check Number 135336:		315.00
135337	CSU14679	CSU FULLERTON ASC	07/14/2022	
	AR172072	Regional CBO - Project Evaluation (May 2022)		10,651.91
	AR172073	Regional CBO - Project Evaluation (Jan - Mar 21		2,677.86
	AR172076	Regional CBO - Resource Map (May 2022)		3,539.98
		Total for Check Number 135337:		16,869.75
135338	CYP925	CYPRESS ENGRAVING	07/14/2022	
	72412	Nameplates: Ashely Cain		52.74
		Total for Check Number 135338:		52.74
135339	DRE16371	DREAMS FOR SCHOOLS	07/14/2022	
	11272	FRC - Program Services/Steam Classes		793.96
		Total for Check Number 135339:		793.96
135340	EMP1089	EMPIRE PIPE CLEANING AND EQUIP	07/14/2022	
	12296	FY 21/22 Catch Basin Cleaning and Hotspot Cle		22,037.85
		Total for Check Number 135340:		22,037.85
135341	GAR14018	GARY'S 1 STOP AUTO, INC	07/14/2022	
	2	City Vehicle Car Washes - May		161.91
		Total for Check Number 135341:		161.91
135342	glo16373	CHANEL GLOVER	07/14/2022	
	26725	Refund #26725 SCP Picnic Shelter 06/25/22		150.00
		Total for Check Number 135342:		150.00
135343	ha16380	HOANG HA	07/14/2022	
	2020-688	C&D Deposit Refund for 12301 Georgian St		2,400.00
		Total for Check Number 135343:		2,400.00
135344	HAR1416	HARTZOG & CRABILL INC	07/14/2022	
	22-0335	FY 21/22 On-Call Traffic Operation Svcs for Ma		2,238.94
	22-0366	FY 21/22 On-Call Traffic Operation Svcs for Jur		3,248.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135344:				5,487.30
135345	hdl13965 sin018356 SIN019076	HDL SOFTWARE, LLC Software HDL Business Software Annual Fee 07 FY 2021/22 Payment Services/May 2022	07/14/2022	12,328.96 208.30
Total for Check Number 135345:				12,537.26
135346	GRI12732 HTH62122	HEART TO HEART CPR Payment for CPR and First Aid classes - Summe	07/14/2022	91.00
Total for Check Number 135346:				91.00
135347	HOM1491 163449 3213372 5214600	HOME DEPOT CREDIT SERVICES Supplies for City Yard Supplies for City Yard Supplies for City Yard	07/14/2022	138.82 500.82 287.71
Total for Check Number 135347:				927.35
135348	int16247 PPE 07/02/2022	INTERNAL REVENUE SERVICE Wage Garnishment PPE 07/02/2022	07/14/2022	161.00
Total for Check Number 135348:				161.00
135349	JKI16284 2022-0629-10 2022-0629-10 Retention #1	J. KIM ELECTRIC, INC Replace Light fixtures & associated electrical wc Replace Light fixtures & associated electrical wc 5% Retention	07/14/2022	33,784.00 902.61 -1,734.33
Total for Check Number 135349:				32,952.28
135350	kbh16376 2021-708	KB HOME COASTAL C&D Deposit Refund for 9915 Mira Mesa Blvd	07/14/2022	2,910.00
Total for Check Number 135350:				2,910.00
135351	kim16370 27292	JOHN KIM Refund John Kim for class too advanced for patr	07/14/2022	180.00
Total for Check Number 135351:				180.00
135352	leo16378 25722	BARBARA LEON Refund #25722 SCP Multi Purpose Room 07/02/	07/14/2022	300.00
Total for Check Number 135352:				300.00
135353	lif16289 25930 27204	LIFE CHRISTIAN CHURCH OF ORANG Refund #25930 Cviic Banquet Hall 06/26/22 Refund #27204 Civic Banquet Hall 07/03/2022	07/14/2022	400.00 400.00
Total for Check Number 135353:				800.00
135354	MER12502 674803 674804	MERCHANTS BUILDING MAINTENAN Deep Cleaning of FRC Deep Cleaning of Community Center	07/14/2022	487.00 2,148.00
Total for Check Number 135354:				2,635.00
135355	MIN15024 34750 34750	MINUTEMAN PRESS (250) Business Cards/M.Armenta/Public Works (500) Business Cards/G.Mendez/Outreach Coor	07/14/2022	48.89 53.26

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	34750	(250) Business Cards/Z.Bobadilla/Comm Svcs		48.89
	34750	(500) Business Cards/D.Fonseca/Outreach Coor		53.26
	34750	(500) Business Cards/M.Beltran/Outreach Coord		53.26
	34750	(250) Business Cards/A.Cruz/Public Works		48.89
	34750	(250) Business Cards/C.Castellanos/Plng		48.89
Total for Check Number 135355:				355.34
135356	MIS13025 428295	MITSUBISHI ELECTRIC & ELECTRONI Five-Year Load Testing for City Yard Elevator	07/14/2022	5,184.96
Total for Check Number 135356:				5,184.96
135357	NOW1000 26683	NOWLIN FENCE INC. Repair guardrail located at Orangewood & Santa	07/14/2022	4,160.00
Total for Check Number 135357:				4,160.00
135358	occ12021 2022-102 2022-102	O C COUNCIL OF GOVERNMENTS FY 2022-23/Demographic Research Fees (CSUF FY 2022-23/Annual OCCOG Mem Dues	07/14/2022	2,119.87 5,110.66
Total for Check Number 135358:				7,230.53
135359	ope13549 7889	OPENGOV, INC OpenGov Annual Fee 07/01/2022 to 06/30/2023	07/14/2022	23,457.00
Total for Check Number 135359:				23,457.00
135360	pet14941 25243430	PETS BEST Pet Insurance June 2022	07/14/2022	230.29
Total for Check Number 135360:				230.29
135361	PRO16283 23146894J 23146894J2 Retention #1 Retention #2	PRO INSTALLATIONS INC Replace flooring at Sheriff Substation Repacing florrng at Sheriff Substation Retention 5% Retention 5%	07/14/2022	50,001.60 595.00 -2,500.08 -29.75
Total for Check Number 135361:				48,066.77
135362	MAI13147 N9471748 N9471748A	QUADIENT LEASING USA, INC Postage Meter Lease 04/30/22-06/30/22 Postage Meter Lease 07/1/22-7/29/22	07/14/2022	624.39 312.20
Total for Check Number 135362:				936.59
135363	ram16374 26015	MAYRA RAMOS Refund #26015 SCP Picnic Shelter 07/02/22	07/14/2022	100.00
Total for Check Number 135363:				100.00
135364	RUI2564 06/16/2022	FLORENCIA RUIZ Mileage - CMRTA Division III Meeting	07/14/2022	45.05
Total for Check Number 135364:				45.05
135365	SCS13184 228403	S.C. SIGNS & SUPPLIES LLC Street name signs, red diamonds, end yellow & f	07/14/2022	969.75
Total for Check Number 135365:				969.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
135366	san14705 9924	FLORENTINO SANCHEZ C&D Deposit Refund for 3409 Faircrest Dr	07/14/2022	1,950.00
Total for Check Number 135366:				1,950.00
135367	san16369 26476	Jasmine Sanchez Refund #26476 Civic Banquet Hall 06/25/22	07/14/2022	500.00
Total for Check Number 135367:				500.00
135368	SKY16010 SSA62122	SKYHAWKS SPORTS ACADEMY LLC Payment for youth sports classes and camps - Su	07/14/2022	2,194.50
Total for Check Number 135368:				2,194.50
135369	SOC2734 06/27/22 06/27/22 06/27/22 07/05/2022 07/05/2022 07/05/2022 07/05/2022	SO CAL EDISON Stanton District Light June Electric Service - Building June Electric Service - Medians June Stanton District Light June Electric Service - Signals June Electric Service - Medians June Electric Service - SCP June	07/14/2022	42.98 14,987.97 40.63 14,684.68 1,156.09 247.89 2,486.11
Total for Check Number 135369:				33,646.35
135370	GAS1282 06/30/2022	SOCALGAS Gas Services Corp Yard - June	07/14/2022	41.72
Total for Check Number 135370:				41.72
135371	spe14381 0012363070122	SPECTRUM Cable Services July-2022	07/14/2022	97.49
Total for Check Number 135371:				97.49
135372	THE14944 TR6212022	THE RINKS-WESTMINSTER ICE Payment for youth ice skating classes - Summer	07/14/2022	910.00
Total for Check Number 135372:				910.00
135373	tom13338 2021-577 2022-111 2022-170	TOM BYER ROOFING C&D Deposit Refund for 7581 Acacia Ave C&D Deposit Refund for 7581 Acacia Ave C&D Deposit Refund for 7581 Acacia Ave	07/14/2022	1,230.00 1,260.00 900.00
Total for Check Number 135373:				3,390.00
135374	tra16375 27318	KELLY TRAN RecTrac! Refund Receipt #27318	07/14/2022	150.00
Total for Check Number 135374:				150.00
135375	tra16323 2021-787	THANG TRAN C&D Deposit Refund for 11202 Santa Rosalia St	07/14/2022	1,170.00
Total for Check Number 135375:				1,170.00
135376	TRU13167 650186723	TRULY NOLEN OF AMERICA INC Monthly pest spraying for June 22	07/14/2022	165.00
Total for Check Number 135376:				165.00

ATTACHMENT A
Page 7 of 7

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
135377	TUR2970	TURBO DATA SYSTEMS INC	07/14/2022	
	37850	JUNE-22/Parking Citation Processing		1,262.12
	37851	JUNE-22/Admin Citation Processing		150.00
Total for Check Number 135377:				1,412.12
135378	VAN13002	VAN RY MAINTENANCE	07/14/2022	
	9579	Floor Service SCSC Center - 1x June 2022		125.00
	9579	Floor Service Civic Center - 2x June 2022		450.00
Total for Check Number 135378:				575.00
135379	VER3059	VERIZON WIRELESS	07/14/2022	
	9908966779	Mobile/Data Plans/Hotspots 05/17/22 - 06/16/22		1,071.29
	9908966780	Mobile/Data Plans/Hotspots 05/17/22 - 06/16/22		1,337.61
Total for Check Number 135379:				2,408.90
135380	VER12437	VERMONT SYSTEMS INC.	07/14/2022	
	vs004086	RecTrac Annual Fee 7/01/22 to 6/30/23		11,770.04
Total for Check Number 135380:				11,770.04
135381	VIN16377	TRUONG TIEN VINH	07/14/2022	
	#AC004603	Refund - Admin Citation dismissed		1,442.00
Total for Check Number 135381:				1,442.00
135382	VIS3077	VISTA PAINT CORP	07/14/2022	
	2022-599825-00	Paint Supplies-Graffiti		485.46
Total for Check Number 135382:				485.46
135383	wei16219	BRENDA WEINER	07/14/2022	
	0785	Temporary Rental Assistance-Robyn Motland/JL		1,762.00
Total for Check Number 135383:				1,762.00
135384	WIN15944	WINE AND DESIGN	07/14/2022	
	WD6212022	Payment for youth art classes - Summer 2022 (1		378.00
Total for Check Number 135384:				378.00
Report Total (69 checks):				2,507,919.78

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING JULY 12, 2022

1. **CLOSED SESSION** None.

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

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

3. **PLEDGE OF ALLEGIANCE**

Led by Mr. Joe Ames, Public Works Director / City Engineer.

4. **ROLL CALL**

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

Absent: None.

Excused: None.

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

6. **CONSENT CALENDAR**

Motion/Second: Ramirez/Warren

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

Motion unanimously carried:

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CONSENT CALENDAR

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

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

6B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated June 17, 2022 – July 1, 2022, in the amount of \$1,111,816.15.

6C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Joint Regular Meeting – June 28, 2022.

6D. MAY 2022 INVESTMENT REPORT

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

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

6E. MAY 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

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

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

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

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

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

6G. PROFESSIONAL SERVICES AGREEMENT WITH DAVISFARR LLP TO PROVIDE TEMPORARY ACCOUNTING SERVICES

Requested is the authorization to allow the Interim City Manager to enter into a Professional Services Agreement in an amount not to exceed \$50,000 with DavisFarr LLP ("DavisFarr") for the provision of temporary accounting services.

1. The City Council declared that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b); and
2. Waived the competitive bidding requirements in the City's purchasing policy for this procurement; and
3. Approved and Authorized the Interim City Manager to execute a Professional Services Agreement in an amount not to exceed \$50,000 with DavisFarr LLP for accounting consultant services.

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6H. PURCHASE ORDER APPROVAL FOR A NEW SKIP LOADER

The skip loader is an essential piece of equipment used by the Public Works Department at least 3 to 4 times per day to help maintain the City of Stanton. The current skip loader is long past its life expectancy and has major mechanical issues. The Public Works Department is proposing to purchase a new skip loader. The adopted Fiscal Year 2022/2023 Budget includes a one-time expenditure request for a new skip loader.

1. The City Council declared that this action is not a project per the California Environmental Quality Act; and
2. Declared that the Sourcewell quote is in accordance with the Administrative Policy IV-4-12: Purchasing Policy and Procedures; and
3. Approved the purchase of the equipment from Quinn Company in the amount of \$119,056.65.

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

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

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

END OF CONSENT CALENDAR

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7. PUBLIC HEARINGS

At the request of the City Attorney, unfinished business item 8A was heard under public hearings, as noticed via public notice dated June 30, 2022.

8A. AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON EXTENDING FOR AN ADDITIONAL PERIOD OF 10 MONTHS AND 15 DAYS A MORATORIUM ON SPECIFIED PERSONAL SERVICE AND MEDICAL OFFICE BUSINESSES PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL CODE AND ZONING CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

On June 14, 2022, the City Council adopted Urgency Ordinance No. 1121, which established a 45-day moratorium on the establishment of specified personal care and medical office businesses (the "Moratorium"). The basis for adopting the Moratorium is set forth in detail in Attachment 1, which is the City Council's June 14th agenda packet for the Moratorium. The Moratorium will expire on July 29, 2022, unless extended pursuant to Government Code Section 65858(a), which authorizes the City Council to extend the moratorium for an additional 10 months and 15 days. The attached urgency ordinance ("Moratorium Extension Ordinance") would extend the Moratorium from July 29, 2022 through June 13, 2023 (i.e., 10 months and 15 days from July 29, 2022). Staff is recommending adoption of the Moratorium Extension Ordinance to provide the City with additional time to study the continuing impacts of the above mentioned businesses and to develop new municipal and zoning code regulations.

Staff report by Mr. James J. Wren, Public Safety Services Director.

The public hearing was opened.

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

Mr. Ryan Stager, City Attorney requested to make the following amendment to Section 4 of proposed Urgency Ordinance No. 1122:

SECTION 4: Moratorium. The City Council hereby directs and orders as follows:

1. ~~During the time that this~~ ***Subject to subsection (3) below, during the time that this*** Moratorium Extension Ordinance is in effect, no new medical office or personal service business may be established in the City if it qualifies as one or more of the following uses: (a) barber shop; (b) beauty salon; (c) nail salon; (d) tanning salon; (e) salon, studio, or spa offering nonmedical skin or facial care; (f) salon, studio or spa providing services involving eyelash extensions and/or eyebrow waxing, threading, or tattooing; (g) a business whose primary service involves providing patrons with access to on-site spas or hot tubs; (h) a tattoo (including, but not limited to, henna) or body piercing studio; (i) a business

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providing acupuncture and/or acupressure services; and (j) any use similar to the preceding (a) – (i), as determined by the City's Community Development Director.

2. ~~During the time that this~~ **Subject to subsection (3) below, during the time that ~~this~~** Moratorium Extension Ordinance is in effect, the City shall not approve or issue any use permit, license, variance, building permit, business license, or other applicable entitlement, license, permit, or approval for the establishment of any business establishment listed in subsections (1)(a)-(j) above, or the enlargement of any such existing business, within the City.
3. **The prohibitions set forth in subsection (1) above shall only apply to businesses that provide the above listed services to patrons in a private room and/or behind a partition, wall, or similar screen that shields patrons from public view.**

Motion/Second: Shawver/Van

Motion carried as amended by the following vote:

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

Motion unanimously carried as amended:

1. The City Council opened the public hearing, received public testimony, and closed the public hearing; and
2. Finds that the Moratorium Extension Ordinance is:
 - a. Not a "project" within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines (Title 14 of the California Code of Regulations) because it has no potential for resulting in physical change in the environment, directly or indirectly; and
 - b. Exempt from the requirements of CEQA under Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and
3. Adopted Urgency Ordinance No. 1122 (i.e., the Moratorium Extension Ordinance) as amended, entitled:

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“AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON EXTENDING FOR AN ADDITIONAL PERIOD OF 10 MONTHS AND 15 DAYS A MORATORIUM ON SPECIFIED PERSONAL SERVICE AND MEDICAL OFFICE BUSINESSES PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY’S MUNICIPAL CODE AND ZONING CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA.”

8. UNFINISHED BUSINESS

Item 8A was heard out of order and under section 7. Public Hearings

~~8A. AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON EXTENDING FOR AN ADDITIONAL PERIOD OF 10 MONTHS AND 15 DAYS A MORATORIUM ON SPECIFIED PERSONAL SERVICE AND MEDICAL OFFICE BUSINESSES PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY’S MUNICIPAL CODE AND ZONING CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA~~

9. NEW BUSINESS

9A. ORANGEWOOD AVENUE & SANTA ROSALIA STREET TRAFFIC SAFETY IMPROVEMENTS

On May 15th, the guardrail on the west side of the intersection of Oranewood Avenue and Santa Rosalia Street was hit again by a hit-and-run motorist. The City Engineer/Traffic Engineer has proposed to restripe Oranewood approaching Santa Rosalia to prevent the guardrail at the intersection from being hit by motorists.

Staff report by Mr. Joe Ames, Public Works Director / City Engineer.

The City Council questioned staff regarding street light blinders, including additional reflectors, solid steel poles and/or alternate types of barriers, parking bulbs, parking, installing a median with trees/greenery, utilizing large trees to block the opposing streetlight, timeline, and guardrails.

1. The City Council declared that the project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Received and filed the report.

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10. ORAL COMMUNICATIONS – PUBLIC

- Mr. Allan Havens, resident, spoke regarding:
 1. New business item 9A suggesting that the city place a speed hump before the stop sign to slow approaching traffic; and
 2. Consent calendar item 6H inquiring as to the age/miles of the current city owned skip loader; and
 3. Excessive debris, drug use, and camping along the sidewalks near Mercantile and Monroe and inquired if the city was making any efforts to address these concerns. Mr. Havens further reported that the city should share its efforts in focusing on the City's business community as he believes that the businesses are the City's foundation.
- 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 over the July 4, 2022, holiday, and questioned if the City has a plan to address the concerns of residents.
- Ms. Resident, spoke regarding concerns with the amount of noise caused by the discharge of illegal/safe and sane fireworks and questioned how law enforcement would allow this type of activity, questioned if the City had a noise ordinance, and further stated that the lack of enforcement shows no concern for the City's residents.
- Ms. Cathy Jones, resident, spoke regarding concerns with the amount of noise caused by the discharge of illegal/safe and sane fireworks, stating that it felt like a "war zone" within her neighborhood, fears for the health and safety of herself and her dog. Ms. Jones further reported that her attempts to contact law enforcement were unsuccessful and that no deputies responded to her calls. Additionally, Ms. Jones stated that the lack of enforcement shows no concern for the City's residents, and she is requesting for assistance from the City to address resident concerns.
- Ms. Cathy Hamilton, resident, spoke regarding concerns with the amount of noise caused by the discharge of illegal/safe and sane fireworks, 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. Donna, 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 over the July 4, 2022, holiday, and questioned if the City has a plan to address the concerns of residents.

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- Mr. John Warren, resident:
 1. Spoke in favor of staff recommendations pertaining to new business item 9A; and
 2. Expressed his gratitude to the City Council for approval of installation of a sidewalk connecting the neighborhood behind Rodeo 39; and
 3. Addressed resident concerns regarding the amount of noise and the discharge and use of illegal fireworks, stated that he understood that this has been an issue for decades within North Orange County, that he admired cities that are actively working on finding and creating solutions to address the concerns of residents, recognizes that solutions take time, and expressed his gratitude to the City in their efforts to address these concerns.

11. WRITTEN COMMUNICATIONS None.

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

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

Mayor Pro Tem Ramirez requested that Ms. Jennifer A. Lilley, Community and Economic Development Director report on the City's most recent business visit per the City's Business Visitation Program.

- Ms. Jennifer A. Lilley, Community and Economic Development Director reported on the City's business visit to White Bottle a holistic pharmaceutical company.

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

Council Member Taylor requested to agendaize discussion regarding the creation of an ad hoc committee to address and discuss resident concerns relating to fireworks.

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

None.

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12D. PRESENTATION BY STANTON PUBLIC SAFETY SERVICES DEPARTMENT RELATING TO SERVICES AND RESOURCES PROVIDED/OFFERED TO THE HOMELESS COMMUNITY WITHIN THE CITY OF STANTON

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

Presentation by Mr. Guillermo Perez, Outreach Coordinator.

Presentation by Mr. Damian Fonseca, Outreach Coordinator.

The City Council questioned staff regarding foster care, public outreach hotline, working with local churches, interdepartmental work, local business retention, homelessness, prostitution, illegal activity, addressing specific sections of the city for illegal/illicit activity, total client encounters, success rates when offering shelter, settlement agreement (*Judge Carter*), total count of issued citations, and enforcement.

The City Council received and filed the report.

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

None.

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

14A. ORANGE COUNTY FIRE AUTHORITY

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

Fire Division Chief Marc Moore provided the City Council with an update on their current operations

The City Council expressed their gratitude to Ms. Zenia Bobadilla for her time served as the City's Interim City Manager, providing the City with a smooth transition, calming and professional atmosphere, persistent communication, and making the difficult look easy.

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15. **ADJOURNMENT** in memory and honor of Dr. Gene Wilkins
Motion/Second: Shawver/
Motion carried at 8:21 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 26, 2022

SUBJECT: FIRST AMENDMENT TO CONSTRUCTION CONTRACT WITH J. KIM ELECTRIC, INC. FOR CITY HALL NEW LIGHTING PROJECT

REPORT IN BRIEF:

The subject project's original scope of work is complete. While the new lighting installations increased the level of brightness in the Banquet Hall/Community Room, it did not increase it to the desired level of brightness. City staff requested a contract change order bid from J. Kim Electric to install twelve (12) more new LED light fixtures in the room. The bid exceeds the previous City Council authorized maximum contract amount; therefore, a first amendment increasing the total contract amount is required to be approved by City Council.

RECOMMENDED ACTIONS:

1. 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. Approve the First Amendment to the City Hall New Lighting Project Contract in the amount of \$49,548.63; and
3. Authorize the City Manager to execute the First Amendment between the City of Stanton and J. Kim Electric, Inc.

BACKGROUND:

On March 8, 2022, the City Council awarded a construction contract to J. Kim Electric, Inc. to remove thirty (30) old light fixtures and install thirty (30) new LED light fixtures plus associated electrical system upgrades in the City's Banquet Hall/Community Room located at 7800 Katella Avenue. The original scope of work is complete. City staff evaluated the new installations, which increased brightness in the room but not to the desired level of brightness. City staff requested a contract change order bid from J. Kim

Electric to install twelve (12) more new LED light fixtures in the room. The bid exceeds the previous City Council authorized maximum contract amount; therefore, a first amendment increasing the total contract amount is required to be approved by City Council.

ANALYSIS/JUSTIFICATION:

City staff evaluated the brightness in the room after the installations and determined that additional lighting is warranted based upon the expectations of community users. City staff believes the most efficient way to increase the brightness in the room is to add twelve (12) more LED light fixtures – four in the middle of each one-third partitioned section of the room – of the same make and model for aesthetic reasons.

City staff received a contract change order proposal from J. Kim Electric in the amount of \$14,862.02. The quote is attached. If the proposed First Amendment to the construction contract is approved, the total amount of the contract will increase to \$49,548.63, which includes the original bid amount of \$33,784.00 plus an administratively approved change order amount of \$902.61.

Based upon the scope of work, City staff believes the amount to be reasonable, especially considering that the next lowest original bid for the original scope of work was \$67,777.

By adding these light fixtures, City staff believes the room will be better illuminated which will positively impact all events and functions scheduled in the future with City Staff and the general public.

FISCAL IMPACT:

The FY 2022-2023 budget includes \$150,000 for the purchase of a new skip loader. At the July 12, 2022 City Council meeting, City Council authorized the purchase of a new skip loader in the amount of \$119,056.55. The savings from the skip loader budget can be applied to this project.

ENVIRONMENTAL IMPACT:

The action requested in this report is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(a).

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a high-quality infrastructure.

Prepared by:

/s/ Joe Ames

Joe Ames, P.E., T.E.
Public Works Director/City Engineer

Reviewed by:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Hannah Shin-Heydorn

Hannah Shin-Heydorn
City Manager

Attachments:

- A. First Amendment to the City Hall New Lighting Project Construction Contract
- B. J. Kim Electric, Inc.'s Cost Proposal

Click here to return to the agenda.

CITY OF STANTON

FIRST AMENDMENT TO CONTRACT FOR CITY HALL NEW LIGHTING PROJECT

1. PARTIES AND DATE.

This First Amendment to the Contract for the City Hall New Lighting Project (“First Amendment”) is entered into on the ____ day of _____, 20____, by and between the City of Stanton (hereinafter referred to as the “City”) and J. Kim Electric, Inc. (hereinafter referred to as the “CONTRACTOR”). City and CONTRACTOR are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Contract. The Parties entered into that certain Contract for the City Hall New Lighting Project dated March 8, 2022 (“Contract”).

2.2 First Amendment. The Parties now desire to amend the Contract in order to increase the total compensation under the Contract to install additional LED light fixtures in the City’s Banquet Hall/Community Room (“Services”).

3. TERMS.

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

3.2 Compensation. The total compensation for the Contract provided pursuant to this First Amendment shall not exceed **Forty Nine Thousand Five Hundred Forty Eight Dollars and Sixty Three Cents (\$49,548.63)** without written approval of the City Manager. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this First Amendment at the rates set forth in Exhibit “A” attached hereto.

3.3 Declaration of Political Contributions. Prior to the City’s approval of this Amendment, Contractor shall submit to City a 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 Contractor and all of Contractor’s employees, including any employee(s) that Contractor intends to assign to perform the Services described in this Contract.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement
on this ____ day of _____, 201__.

CITY OF STANTON

J. KIM ELECTRIC, INC.

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Jang Ho Kim, President

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

By: _____
Mikyung Kim, Secretary

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

SCOPE OF SERVICES

J. KIM ELECTRIC, INC.

714-525-1855

Cost Proposal

Quote # 2022-0629-02

DATE	06/29/2022

BILL TO:
City of Stanton
Attn: Joe Ames & Han Sol Yoo
7800 Katella Ave
Stanton, CA 90680

WORK PERFORMED AT:
City Hall New Lighting Project
7800 Katella Ave
Stanton, CA 90680
Qty 12 additional Ltg Fixtures Install

DESCRIPTION	QUANTITY	REMARKS	AMOUNT
Spectrum SGRTE10XT30L35KWDDS102/AR1066XTMWSO	12	\$ 389.40 ea	\$ 4,672.80
Sales Tax 7.75%	1		\$ 362.14
New Ltg Fixtures Installation including new wiring system	12		\$ 7,560.00
Insurance, Bond, Overhead & Profit 18%	LS		\$ 2,267.08
<p>Note: Lighting Fixtures Quote is firm till 7/28/2022</p>			
TOTAL			\$ 14,862.02

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

Quote # 2022-0629-02

J. KIM ELECTRIC, INC.

842 W. Las Palmas Dr.

Fullerton, CA 92835

714-525-1855

DATE 06/29/2022

BILL TO:

City of Stanton
 Attn: Joe Ames & Han Sol Yoo
 7800 Katella Ave
 Stanton, CA 90680

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Note: Lighting Fixtures Quote is firm till 7/28/2022			
TOTAL			\$ 14,862.02

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 26, 2022

**SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON
AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY
INVESTMENT FUND**

REPORT IN BRIEF:

The existing resolution authorizing deposits and withdrawals of monies in LAIF, required by Section 16429.1 of the Government Code, needs to be updated to include the current City Manager, Hannah Shin-Heydorn.

RECOMMENDED ACTIONS:

1. 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. Adopt Resolution No. 2022-40, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON,
CALIFORNIA, AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL
AGENCY INVESTMENT FUND."**

BACKGROUND:

The Local Agency Investment Fund (LAIF), and investment pool run by the California State Treasurer, requires a Council-approved resolution authorizing the individuals who are entitled to make investments and make withdrawals from the LAIF accounts. Only those authorized by resolution may make changes to the LAIF account.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

Not applicable.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Hannah Shin-Heydorn

Michelle Bannigan, CPA
Finance Director

Hannah Shin-Heydorn
City Manager

ATTACHMENT:

A. Resolution No. 2022-40

RESOLUTION NO. 2022-40

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA,
AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT
FUND**

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City of Stanton; and

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

That the City Council hereby authorizes the deposit and withdrawal of Stanton monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein; and

BE IT FURTHER RESOLVED, AS FOLLOWS:

SECTION 1. The following Stanton officers holding the title(s) specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Michelle Bannigan, CPA
Finance Director

Hannah Shin-Heydorn
City Manager

Patricia A. Vazquez
City Clerk

SECTION 2. This resolution shall remain in full force and effect until rescinded by the Stanton City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

ADOPTED, SIGNED AND APPROVED this 26th day of July, 2022.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-40 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on July 26, 2022, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO STANTON HOUSING AUTHORITY

TO: Honorable Chair and Members of the Board

DATE: July 26, 2022

SUBJECT: RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

REPORT IN BRIEF:

The existing resolution authorizing deposits and withdrawals of monies in LAIF, required by Section 16429.1 of the Government Code, needs to be updated to include the Stanton Housing Authority's current Executive Director, Hannah Shin-Heydorn.

RECOMMENDED ACTIONS:

1. Stanton Housing Authority 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. Adopt Resolution No. SHA 2022-03, entitled:

"A RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND."

BACKGROUND:

The Local Agency Investment Fund (LAIF), and investment pool run by the California State Treasurer, requires a Board-approved resolution authorizing the individuals who are entitled to make investments and make withdrawals from the LAIF accounts. Only those authorized by resolution may make changes to the LAIF account.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

Not applicable.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Hannah Shin-Heydorn

Michelle Bannigan, CPA
Finance Director

Hannah Shin-Heydorn
Executive Director

ATTACHMENT:

A. Resolution No. SHA-2022-03

RESOLUTION NO. SHA 2022-03

A RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of the Housing Authority hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Stanton Housing Authority.

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

That the Stanton Housing Authority Board hereby authorizes the deposit and withdrawal of Stanton Housing Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein; and

BE IT FURTHER RESOLVED, AS FOLLOWS:

Section 1. The following Stanton Housing Authority officers holding the title(s) specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Michelle Bannigan, CPA
Finance Director

Hannah Shin-Heydorn
Executive Director

Patricia A. Vazquez
Authority Secretary

Section 2. This resolution shall remain in full force and effect until rescinded by the Stanton Housing Authority Board by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

ADOPTED, SIGNED AND APPROVED this 26th day of July, 2022.

DAVID J. SHAWVER, CHAIRMAN

APPROVED AS TO FORM:

HONGDAO NGUYEN, AUTHORITY COUNSEL

ATTEST:

I, PATRICIA A. VAZQUEZ, Authority Secretary of the Stanton Housing Authority, City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. SHA 2022-03 has been duly signed by the Chairman and attested by the Authority Secretary, all at a regular meeting of the Housing Authority held on July 26, 2022, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, AUTHORITY SECRETARY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: July 26, 2022

SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR FULLY HOSTED RECREATION MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES TO CIVICPLUS

REPORT IN BRIEF:

Staff recommends that the City Council approve the professional services agreement with CivicPlus for fully hosted recreation management software to improve the customer experience and increase access for the public to City programs.

RECOMMENDED ACTIONS:

1. City Council declare that the project is not subject to CEQA in accordance with Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve a Professional Services Agreement with CivicPlus to provide fully hosted recreation management software; and
3. Authorize the City Manager to bind the City of Stanton and CivicPlus in a contract to provide these services.

BACKGROUND:

The Community Services Department currently uses Vermont Systems RecTrac software to manage all program registration, facility reservation, and online registration functions. At the request of the Community Services Director, staff explored alternative systems and vendors based on functionality, value, and cost.

ANALYSIS/JUSTIFICATION:

Staff received quotes from multiple recreation management software agencies and determined the CivicPlus Civic Rec system best meets the needs of the department and patrons, in addition to providing good value. Estimates for implementation and annual fees are provided below:

Agency	Implementation	Annual Fee	First Year Cost
CivicPlus	\$11,033.03	\$6,180	\$17,213.03
RecDesk	N/A	\$8,300	\$8,300
Smart Rec	\$12,000.00	\$9,588 (plus 1% of all transactions)	\$21,588

Staff met with each of the agencies listed above and tested corresponding demonstration sites. CivicPlus provided the most comprehensive services for the price, and also included:

- An intuitive user interface for both staff and the public;
- Comprehensive staff training;
- Required reporting capabilities;
- Positive feedback from current clients; and
- Extended customer support hours (5am-5pm PST) along with 24/7 emergency support.

The proposed implementation of CivicPlus will provide enhanced online services and greater value to the community. The following table includes the average transaction costs per communication method for recreation transactions as reported by recent studies from the Gartner Group and the Yankee Group published by the International City/County Management Association (ICMA), along with the approximate breakdown of City transactions:

Communication Method	Cost Per Transaction	% of City Recreation Transactions
Walk-In	\$9.00	50%
Live Phone Attendant	\$4.50-\$5.30	25%
Email	\$2.50-\$3.00	10%
Web Self-Service (online)	\$0.24-\$0.65	15%

After the implementation of CivicPlus, staff anticipates an increase in online recreation transactions based on accessibility and ease of use.

FISCAL IMPACT:

The total not-to-exceed contract compensation is for \$23,393.03 to cover implementation, Year 1, and Year 2 fees. The cost for the one-time implementation and Year 1 annual fee is \$17,213.03. The Fiscal Year 2022/23 Adopted Budget includes

\$12,000 for a new recreation software program. The budget shortfall of \$5,213.03 will be funded from the Community Services Department's salary savings. The Year 2 annual fees will be requested in the City's budget next fiscal year.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

The City Attorney's Office has reviewed the attached Professional Services Agreement.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Objective 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:

/s/ Kelsey Ransom

Kelsey Ransom
Community Services Coordinator

Concur:

/s/ Michelle Bannigan

Michelle Bannigan
Finance Director

Reviewed by:

/s/ Zenia Bobadilla

Zenia Bobadilla
Community Services Director

Approved by:

/s/ Hannah Shin-Heydorn

Hannah Shin-Heydorn
City Manager

ATTACHMENT:

- A. Professional Services Agreement with CivicPlus for Fully Hosted Recreation Management Software and Implementation Services.



CITY OF STANTON
*Professional Services Agreement
for Recreation Management Software and Hosting Services*

1. PARTIES AND DATE

This Agreement is made and entered into this 26th day of July, 2022, 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 **CIVICPLUS** a corporation, with its principal place of business at **302 South 4th Street, Suite 500, Manhattan, Kansas 66502** ("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 **FULLY HOSTED RECREATION MANAGEMENT SOFTWARE AND IMPLEMENTATION** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **FULLY HOSTED RECREATION MANAGEMENT SOFTWARE AND IMPLEMENTATION** consultant services 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 **FULLY HOSTED RECREATION MANAGEMENT SOFTWARE AND IMPLEMENTATION** project ("Project") as set forth in this Agreement.

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 **FULLY HOSTED RECREATION MANAGEMENT SOFTWARE AND IMPLEMENTATION** 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 **JULY 26, 2022** to **JUNE 30, 2024**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. 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 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. 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: **AMY VIKANDER, SENIOR VICE PRESIDENT, CLIENT SERVICES**.

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 **COMMUNITY SERVICES DIRECTOR, ZENIA BOBADILLA**, or his 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 **AMY VIKANDER, SENIOR VICE PRESIDENT, CLIENT SERVICES**, or his or her 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 and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 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 life saving 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 **TWENTY THREE THOUSAND THREE HUNDRED NINETY THREE DOLLARS AND THREE CENTS (\$23,393.03)** ("Total Compensation") without written approval of City's **MANAGER OR DESIGNEE**. 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. The City Manager is authorized to approve Extra Work in an amount not-to-exceed 10 percent of the Total Compensation, or up to Two Thousand Three Hundred and Thirty-Nine Dollars. Any additional amount(s) shall be approved by the City Council.

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. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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:

CivicPlus
302 South 4th Street, Suite 500
Manhattan, Kansas 66502
Attn: Amy Vikander, Senior Vice President, Client Services

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: Zenia Bobadilla, Interim City Manager

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 attorneys 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 work days. 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 there from.

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 28th day of June, 2022.

CITY OF STANTON

CIVICPLUS

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Amy Vikander
Senior Vice President, Client Services

ATTEST:

By: _____
Patricia Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”
Scope of Services

1. **Customer Database Management and Reporting** – Database allows patron management across the various components of the system including attendance tracking. Flexible search capability within the customer database, standard fields for capturing key customer information, and easy export or integration with other programs.
2. **Activity Registration** – Process and manage a broad range of activity registrations. Ability to easily add, remove, and edit classes and programs. System utilizes data captured to generate program rosters, attendance records, wait lists, mailing labels, and instructor payment records. Allows altering of fees and processing of scholarships and program discounts as applicable.
3. **Online Registration** – Process registrations in a user-friendly, secure environment for classes and programs, donations, and other transactions, as well as accessing household account information. Requires a functional on-line payment platform process. Fully accessible on personal computers and laptops, and a mobile-optimized user platform to accommodate iPads, tablets, mobile phones and other smart devices (IOS/Android). The system must integrate easily with the City’s existing website.
4. **Facility/Field Rental and Reservations** – Schedule, process and manage multiple facility/field reservations for athletic fields, parks and facility space. Allow staff to view space availability through search criteria or calendar.
5. **Customer Marketing and Communications** – Robust marketing/promotional tools to reach customers and specific segments based on demographic characteristics or participation history. Ability to send receipts, program information, and alerts via email and text SMS. Customizable templates for e-mail campaigns, promotional messages, and newsletters with patron opt-out and tools to meet privacy and spam regulations. Ability to push activity/program evaluations and surveys to customers automatically via email or text with link. Analytic reporting to determine the effectiveness of marketing campaigns.
6. **Financial Data** – Functionality that must export general ledger data to the City’s financial system (currently Springbrook) and other system applications as needed. Requires financially self-balancing system.
7. **Convenient Payment Processing** – Process payments in a safe and secure system using a variety of methods including cash, check, EFT/ACH, credit/debit cards, and NFC methods such as Apple Pay, Google Samsung Pay, Square, etc. Fully compliant with Payment Card Industry Security Standards Council (PCI SSC). The system permits refunds directly back to credit card, household account credit, or by check.
8. **Reporting** – Standard and customizable reporting platform for financial, demographic, and statistical information. Crystal reporting features or a mechanism to access and format raw data into traditional legible reports with possible export to Excel.
9. **Electronic Signing Capability and Form Building/Management/Archiving** – Provide electronic signing capability for emergency information forms, informed consent and liability waivers, and miscellaneous program forms required for registration processes. Allow for searching, viewing, retrieving and archiving forms as needed across modules.
10. **Verification of Resident and Non-Resident Patron Information** – Interface with City’s address database/GIS to determine/verify patrons’ resident or non-resident status.
11. **Master Calendaring and Scheduling** – Access to an internal master calendar with integrated view and drill down capability.

EXHIBIT “B”
Schedule of Services

CIVICREC RECREATION MANAGEMENT SYSTEM

Implementation



The following is a simplified example project plan. A typical CivicRec implementation averages 18-20 weeks. Stanton's specific timeline can be affected by different training or integration needs as well as your own schedules and availability. However, upon determination of your final scope, we will be able to disclose a complete and more detailed project plan specifically tailored to you.



EXHIBIT “C”*Compensation*

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	CivicRec Pay - Forte	CivicRec Pay - Forte	
1.00	CivicRec Pay Annual Fee - Forte	CivicRec Pay Annual maintenance and support fee	Renewable
1.00	CivicRec Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time
1.00	CivicRec Lighting Integration	CivicRec can schedule lighting at ball fields that are controlled by Skylogix or Musco lighting systems.	One-time
1.00	User Import	User Import - Imports current public users into the new system.	One-time
1.00	Future Facility Reservation Import	Future Facility Rentals Import	One-time
1.00	CivicRec Premium	Premium Package -Project Coordination -Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant	One-time
4.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable

List Price—Year 1 Total	USD 24,510.00
Total Investment - Year 1	USD 17,213.03
Annual Recurring Services - Year 2	USD 6,180.00

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be adjusted each year at the time of renewal described in Exhibit “B” in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 26, 2022

SUBJECT: APPROVAL OF FIRST AMENDMENT EXTENDING THE CONTRACT WITH EMPIRE PIPE CLEANING & EQUIPMENT, INC. TO PROVIDE SANITARY SEWER CLEANING SERVICES

REPORT IN BRIEF:

A contract was awarded to Empire Pipe Cleaning & Equipment, Inc. (Empire) at the June 11, 2019 Council meeting to provide sanitary sewer cleaning services. The three-year contract that expired June 30, 2022 provides for two optional one-year extensions. The contractor has requested an extension of the contract for an additional year. If approved by Council, the first amendment to the contract would expire on June 30, 2023.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301b; and
2. Approve the First Amendment to the existing agreement with Empire Pipe Cleaning & Equipment, Inc. and allow the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and
3. Authorize the City Manager to execute the First Amendment to the existing Agreement with Empire Pipe Cleaning & Equipment, Inc.; and
4. Authorize the City Manager to approve contract changes, not to exceed 10% of the First Amendment total compensation.

BACKGROUND:

As part of the preventive maintenance of the City's sanitary sewer system, the City requires the use of a specialty contractor to perform sanitary sewer cleaning services on an annual basis. The annual cleaning is essential in preventing sanitary sewer overflows (SSOs) from occurring. Since 2015, the City has contracted with Empire for sanitary sewer cleaning and emergency services.

ANALYSIS/JUSTIFICATION:

Empire was the lowest bidder of three bids in a competitive bid process. Empire has agreed to maintain their 2019 rates as part of the proposed amendment. Staff recommends Council approve the proposed amendment based on cost and value, Empire’s familiarity with the City’s sewer and storm drain systems, and their satisfactory service to the City during the most recent contract term.

The scope of work includes the annual cleaning of catch basins, the quarterly cleaning of select sewer segments categorized as hotspots, and emergency response. The amendment compensation of \$256,514.40 consists of the following:

Maintenance Contract	\$ 233,195.00
Maintenance Contingency – 10%	\$ 23,319.50
Total Contract Cost	\$ 256,514.40

FISCAL IMPACT:

Funds for sewer cleaning services are available from Account 501-3700-730100 and are included as part of the Fiscal Year 2022-23 Operating Budget. This project will have no impact on the General Fund.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

The City Attorney’s office has reviewed the contract amendment.

PUBLIC NOTIFICATION:

Notifications were performed through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

Prepared by:

/s/ Joe Ames

Joe Ames, P.E., T.E.
Public Works Director/City Engineer

Reviewed by:

/s/ HongDao Nguyen

HongDao Nguyen
City Attorney

Concur:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Hannah Shin-Heydorn

Hannah Shin-Heydorn
City Manager

Attachments:

- A. Empire Pipe Cleaning & Equipment, Inc. Contract
- B. First Amendment

**CITY OF STANTON
STANDARD CONTRACT**

CONTRACT FOR:

SANITARY SEWER CLEANING SERVICES

I.

This Contract is made and entered into on the 17th day of June 2019, by and between the City of **Stanton**, a California General Law Municipal Corporation ("City") and Empire Pipe Cleaning & Equipment, Inc. ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

The complete Contract includes all of the Contract Documents, to wit:

- A. Request for Proposal, dated March 21, 2019
- B. ~~Payment Bond~~ — NOT Required
- C. ~~Contract Performance Bond~~ — NOT Required
- D. Certificates of Insurance, Certified Copies of Insurance Policies, and Endorsements
- E. Notice of Award
- F. Notice to Proceed
- G. Change Order
- H. Latest Edition, Standard Specifications for Public Works Construction (Excluding Sections 1-9).
- I. Latest Edition, Orange County RDMD Standard Drawings.
- J. Public Improvement Warranty
- I. Proposal, dated April 8, 2019

Each of such documents in their entirety is incorporated herein by this reference as if set forth in full.

II. CONTRACT TERM AND RENEWAL

The term of this Contract shall be from July 1st, 2019 to June 30th, 2022. The City shall have the unilateral option, at its sole discretion, to renew this Contract annually for up to two (2) additional one-year terms at the same annual Contract Price.

III. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of two hundred thirty-three thousand, one hundred ninety-five dollars (\$233,195.00) each year subject to additions and deductions, if any, in accordance with said Contract Documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety-five percent (95%) of the Contract at time of completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code Section 22300, in lieu of retention monies withheld to insure performance.

Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. 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.

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

IV. BONDS

~~Contractor shall furnish a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the Contract Price, and a Faithful Performance Bond in an amount equal to one-hundred percent (100%) of the Contract Price, in a form provided or approved by the City. Said bonds shall be secured from a surety company admitted and authorized to do business in California as such.~~

V. INDEMNITY

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury 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 of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Contract or this section.

VI. INSURANCE

The Contractor shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

Workers Compensation - A program of Workers Compensation Insurance or a State-approved self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with One-Million Dollars (\$1,000,000.00) limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

General Liability - Such general liability insurance shall be written with a limit of liability of not less than Two-Million Dollars (\$2,000,000.00) combined single limits for damages arising out of bodily-injury, including sickness and death, injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

Vehicle Liability - Such vehicle liability insurance shall be written with a limit of liability of not less than One-Million Dollars (\$1,000,000.00) combined single limits for all bodily injury, including sickness and death or injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

All insurers shall be admitted and authorized to do business in California as insurance carrier.

Contractor shall immediately furnish certificates of insurance and the Contractor shall provide certified copies of all policies and endorsements to the City evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City, and shall maintain such insurance from the time Contractor commences performances of services hereunder until the completion of such services. Within thirty (30) days of award of the contract, Contractor shall provide City with certified copies of all insurance policies required hereunder.

All policies, with respect to the insurance coverage above required, except for the Workers' Compensation Insurance coverage and liability coverage, if applicable, shall obtain additional endorsements covering the City and its officers, employees, and agents, as insureds with respect to liabilities arising out of the performance of services hereunder.

The Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the City, its officers, employees, contractors, agents, and subcontractors.

All policies required above are to be primary and noncontributing with any insurance or self-insurance programs carried or administered by the City.

VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within **three (3) years**. ~~City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages which may be incurred by City if the Work is not~~

~~completed within the time specified in this Contract. The City and Contractor hereby represent that at the time of signing this Contract, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of calendar days allowed. Accordingly, City and Contractor agree that the sum of One Thousand Dollars (\$1,000.00) per day is a reasonable sum to assess as damages to City by reason of the failure of Contractor to complete the Work within the time specified.~~

VIII. STANDARD OF CARE

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

IX. LAWS AND REGULATIONS

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

X. SAFETY

Contractor shall execute and maintain its work so as to avoid injury or damage to any

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

XI. LABOR

Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

Compliance Monitoring. This Contract may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor

XII. TERMINATION

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

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

In the event this Contract 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.

XIII. MISCELLANEOUS

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

Supervision; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Contract. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this

Contract. Any additional personnel performing the Services under this Contract on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

Other Contractors. City reserves the right to employ other contractors in connection with this Project.

Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Contract. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Contract for a period of four (4) years from the date of final payment under this Contract

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

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

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

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

XIV.

Contractor acknowledges and agrees that Contractor must have all appropriate contractor's licenses. Contractor further warrants and represents that he/she/they has/have the appropriate contractor's license to perform the work hereunder. Contractor's failure to have or maintain all appropriate licenses during the entire term of this contract, or any period thereof, shall be cause for the immediate and summary termination of this Contract by City. Contractor shall be liable for all City's costs to complete the work and this Contract.

XV.

The person or persons executing this Contract on behalf of Contractor warrants and represents he/she/they has/have the authority to execute this Contract on behalf of his/her/their corporation, partnership, or business entity and warrant and represents that he/she/they has/have the authority to bind Contractor to the performance of its obligations hereunder.

XVI.

This Contract contains the completely final, entire, and exclusive agreement between the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless in writing. Any attempted modification, amendment, or alteration in violation hereof shall be void.

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

CITY OF STANTON:

EMPIRE PIPE CLEANING & EQUIPMENT, INC.:

By: _____
CITY MANAGER

By: 
(Corporate Officer)

Title: Secretary, Vice-President

Print Name: Craig R. Van Thyne

ATTEST:

By: _____
DEPUTY CITY CLERK

By: 
(Corporate Officer)

Title: President

Print Name: Mary Jo Van Thyne

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2019

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

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

PRODUCER Patriot Risk & Insurance Services
2415 Campus Drive, Suite #200
Irvine, CA 92612

CONTACT NAME:
PHONE (A/C, No, Ext): (949) 486-7900 FAX (A/C, No): (949) 486-7950
E-MAIL:
ADDRESS:

www.patrisk.com

OK07568

INSURED
Empire Pipe Cleaning & Equipment Inc.
1788 North Neville
Orange CA 92865

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company of CT	25682
INSURER B: Travelers Property Casualty Company of America	25674
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 48005181

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	DT22CO6K521249TCT19	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		DT8106K521249TCT19	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	CUP6K5532471926	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	UB6K5209111926G	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Operations Usual to the Named Insured

City of Stanton is named as Additional Insured as respects to General Liability per endorsements attached where required by written contract.

*30 days notice of cancellation, 10 days for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Stanton
Public Works
7800 Katella Avenue
Stanton CA 90680-3162

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

AUTHORIZED REPRESENTATIVE

Dave Jacobson

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses, and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads |

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the **DEFINITIONS** Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
 - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**
Sale Of Pharmaceuticals
"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.
 5. The following is added to the **DEFINITIONS** Section:
"Incidental medical services" means:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances."Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.
- E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**
The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.
- F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**
The following is added to **SECTION II – WHO IS AN INSURED:**
Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.
No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event Of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2). above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

CITY OF STANTON
FIRST AMENDMENT TO
CONTRACT FOR SANITARY SEWER CLEANING SERVICES

1. PARTIES AND DATE.

This First Amendment to the Contract for Sanitary Sewer Cleaning Services (“First Amendment”) is entered into on the ____ day of _____, 2022, by and between the City of Stanton (“City”) and Empire Pipe Cleaning & Equipment, Inc. (“Contractor”). City and Contractor are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Contract. The Parties entered into that certain Contract for Sanitary Sewer Cleaning Services dated June 17, 2019 (“Contract”).

2.2 First Amendment. The Parties now desire to amend the Contract in order to extend the term of the Contract.

3. TERMS.

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

“The term of this Contract shall be from July 1, 2019 to June 30, 2023. The City shall have the unilateral option, at its sole discretion, to renew this Contract for one (1) additional one-year term at the same annual Contract price.”

3.2 Declaration of Political Contributions. Prior to the City’s approval of this First Amendment, Contractor shall submit to City a 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 Contractor and all of Contractor’s employees, including any employee(s) that Contractor intends to assign to perform the Services described in this Contract.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to Contract on this ____ day of _____, 2022.

CITY OF STANTON

**EMPIRE PIPE CLEANING &
EQUIPMENT, INC.**

By: _____
Hannah Shin-Heydron
City Manager

By: _____
Mary Jo Van Thyme
President

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____
Craig R. Van Thyme
Vice President/Secretary

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 26, 2022

SUBJECT: APPROVAL OF CONTRACT AMENDMENT #4 EXTENDING AND AMENDING CONTRACT WITH HARTZOG AND CRABILL, INC. TO PROVIDE ON-CALL TRAFFIC OPERATIONS SERVICES

REPORT IN BRIEF:

Hartzog and Crabill has been providing on-call traffic operations and engineering support services since 2014, including traffic signal operations support services. The third amendment to the professional services agreement expired June 30, 2022. If approved, this fourth amendment will allow Hartzog and Crabill to continue to provide services through June 30, 2024.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h); and
2. Waive the competitive bidding requirements in the City's purchasing policy; and
3. Authorize the City Manager to execute the Fourth Amendment to the existing Agreement.

BACKGROUND:

Hartzog and Crabill has been providing on-call traffic operations and engineering support services since 2014, including traffic signal operations support services. The third amendment to the professional services agreement expired June 30, 2022. If approved, this amendment will allow Hartzog and Crabill to continue to provide services through June 30, 2024.

ANALYSIS/JUSTIFICATION:

The proposed amendment incorporates an updated scope of work covering both traffic signal system maintenance activities as well as traffic engineering services, including:

Maintenance of Traffic Signal System

- Quarterly field reviews
- Signal timing

Traffic Engineering Services

- Engineering and traffic surveys
- Warrant analyses
- Traffic impact analyses
- Signing and striping plan review
- Grant preparation

The proposed amendment also includes an update to the hourly rates as follows:

Classification	2022 Rate
Expert Witness/Deposition	\$290
Litigation Consultant	\$260
Two-Person Survey Crew	\$260
Litigation Field Evaluation	\$235
Principal Consultant	\$180
Project Manager	\$170
Registered Land Surveyor	\$165
Senior Engineer	\$155
Storm Water Permit Compliance Engineer	\$155
Associate Engineer	\$150
Construction Manager	\$140
Traffic Signal System Supervisor	\$140
Mural Artist	\$140
Senior Designer	\$135
Traffic Signal Systems Specialist	\$130
Assistant Engineer	\$125
Draftsperson	\$105
Technician	\$90
Word Processor	\$75
Clerical	\$60
*Traffic Counts	Cost, plus 15%

Neither the Agreement nor the amendments to the Agreement constitute “public works” contracts pursuant to Public Contract Code Section 20161 for which competitive bidding is required. Further, Stanton Municipal Code Section 2.56.110 allows the City to execute contracts for personal, professional, and consultant services without observing the City’s bidding procedures.

FISCAL IMPACT:

Sufficient funds for these services exist in the FY 2022-2023 budget recently adopted by City Council.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

The City Attorney has reviewed the Fourth Amendment to the Agreement.

PUBLIC NOTIFICATION:

Notifications were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Provide a quality infrastructure.

Prepared by:

/s/ Joe Ames

Joe Ames, P.E., T.E.
Director of Public Works/City Engineer

Reviewed by:

/s/ HongDao Nguyen

HongDao Nguyen
City Attorney

Reviewed by:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Hannah Shin-Heydorn

Hannah Shin-Heydorn
City Manager

Attachments:

- A. Fourth Amendment to the Original Agreement
- B. Original Agreement with First through Third Amendments

CITY OF STANTON
FOURTH AMENDMENT TO
AGREEMENT FOR ON-CALL TRAFFIC OPERATIONS SERVICES

1. PARTIES AND DATE.

This Fourth Amendment to the Agreement for On-Call Traffic Operations Services (“Fourth Amendment”) is entered into on the ____ day of _____, 2022, by and between the City of Stanton (“City”) and Hartzog and Crabill, Inc. (“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 On-Call Traffic Operations Services dated June 24, 2014 (“Agreement”).

2.2 First Amendment. The Parties entered into an extension of the terms of the Agreement, dated August 9, 2016 (“First Amendment”) until June 30, 2018.

2.3 Second Amendment. The Parties entered into an extension of the terms of the Agreement, dated April 10, 2018 (“Second Amendment”) until June 30, 2020.

2.4 Third Amendment. The Parties entered into an extension of the terms of the Agreement, dated February 11, 2020 (“Third Amendment”) until June 30, 2022, and also increased the contract price.

2.5 Fourth Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement, increase the total compensation, increase the rates of compensation under the Agreement, and clarify the scope of services.

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 July 1, 2014 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 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.

3.3 Compensation. Section 5(a) of the Agreement is hereby amended in its entirety to read as follows:

“The City shall pay Consultant monthly including authorized reimbursements, for all Services rendered under this Fourth Amendment at the rates set forth in Exhibit “B”

attached hereto and incorporated herein by reference, based upon actual time spent on the above tasks. In no event shall the compensation for the Services provided pursuant to this Agreement exceed **Ninety Five Thousand Dollars (\$95,000)** annually without written approval of the City Manager.”

3.4 Declaration of Political Contributions. Prior to the City’s approval of this First Amendment, Consultant shall submit to City a 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.

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

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Agreement on this ____ day of _____, 2022.

CITY OF STANTON

HARTZOG AND CRABILL, INC.

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Trammell G. Hartzog
President

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____
Gerald J. Stock
Executive Vice President/Secretary

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

TO FOURTH AMENDMENT TO AGREEMENT FOR ON-CALL TRAFFIC OPERATIONS SERVICES

SCOPE OF SERVICES

Provide on an as-needed basis support in maintaining the City’s traffic signal systems, which includes, but may not be limited to:

- Performing quarterly field reviews of these systems;
- Adjusting signal timing and creating signal timing sheets; and
- Coordinating with the City’s traffic signal maintenance contractor to resolve operational problems.

In addition, provide on an as-needed basis traffic engineering services to the City’s engineering division, which includes, but may not be limited to:

- Attending Orange County Transportation Authority meetings on behalf of the City and taking notes;
- Writing traffic engineering reports, including engineering and traffic surveys, warrant analyses, and traffic impact analyses;
- Taking traffic counts;
- Reviewing signing and striping plans for public and private projects;
- Providing expert traffic engineering design and planning services;
- Preparing applications for public improvement funds and grants; and
- As needed, serving as the City Traffic Engineer, including City representation.

EXHIBIT “B”

**TO FOURTH AMENDMENT TO
AGREEMENT FOR ON-CALL TRAFFIC OPERATIONS SERVICES**

RATES OF COMPENSATION

*Hartzog & Crabill
Consulting Engineers*

Schedule of Hourly Rates

Classification	Hourly Rates
Expert Witness / Deposition.....	\$290
Litigation Consultation.....	\$260
Two-Person Survey Crew.....	\$260
Litigation Field Evaluation.....	\$235
Principal Consultant.....(Tram Hartzog & Jerry Stock, PE, TE).....	\$180
Project Manager.....	\$170
Registered Land Surveyor.....	\$165
Senior Engineer.....(Scott Ma, PE, TE & Bernie Dennis, TE).....	\$155
Storm Water Permit Compliance Engineer.....	\$155
Associate Engineer.....(Michael Vallado).....	\$150
Construction Manager.....	\$140
Traffic Signal System Supervisor...(Greg Cabey).....	\$140
Mural Artist.....	\$140
Senior Designer.....(Todd Hartzog & Dave Martorano).....	\$135
Traffic Signal Systems Specialist...(Dave Pickrell & Michael Powers).....	\$130
Assistant Engineer.....	\$125
Draftsperson.....	\$105
Technician.....	\$ 90
Word Processor.....	\$ 75
Clerical.....	\$ 60
* Traffic Counts (Cost, plus 15%).....	\$ *

Note: Out of pocket expenses (blueprinting, reproduction, printing and delivery service) will be invoiced at Cost. These other direct costs are included in the not-to-exceed values for the aforementioned scope of services. A 15% fee for administration, coordination and handling will be added to subcontracted services. **This Schedule of Hourly Rates is effective as of July 1, 2022.** Rates may be adjusted after that date to compensate for increases of inflationary trends. Mileage shall be per current IRS rate. Rate can be found at the following link: <https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2022>.

CITY OF STANTON
THIRD AMENDMENT TO AGREEMENT
FOR ON-CALL TRAFFIC OPERATIONS SERVICES

1. PARTIES AND DATE.

This Third Amendment to the Agreement for On-call Traffic Operation Services ("Third Amendment") is entered into on the 11th day of February 2020, by and between the City of Stanton, a California municipal corporation, organized under the laws of the State of California, with its principal place of business at 7800 Katella Avenue, Stanton, CA 90680 ("City") and Hartzog and Crabill, Inc., a California corporation, with its principal place of business at 17852 E. 17th Street, Suite 101 Tustin, CA 92780 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for On-Call Traffic Operation Services with Hartzog and Crabill, Inc. on June 24, 2014 ("Agreement").

2.2 First Amendment. The Parties entered into an extension of the terms of the Agreement, dated August 9, 2016 ("First Amendment") until June 30, 2018.

2.3 Second Amendment. The Parties entered into an extension of the terms of the Agreement, dated April 10, 2018 ("First Amendment") until June 30, 2020.

2.4 Third Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement and increase the total amount of compensation under the Agreement. Neither the Agreement nor the amendments to the Agreement constitute "public works" contracts pursuant to Public Contract Code Section 20161 for which competitive bidding is required. Further, Stanton Municipal Code Section 2.56.110 allows the City to execute contracts for personal, professional, and consultant services without observing the City's bidding procedures.

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 July 1, 2014, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement."

3.2 Payment. Section 5(a) of the Agreement is hereby amended in its entirety to read as follows:

"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




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above tasks. This amount shall not exceed Eighty Thousand Dollars for the remaining term of the Agreement unless additional payment is approved as provided in this Agreement."

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.


CITY OF STANTON

By:


Jarad Hildenbrand
City Manager

HARTZOG AND CRABILL, INC.

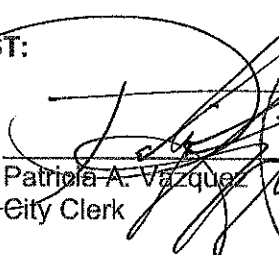
By:

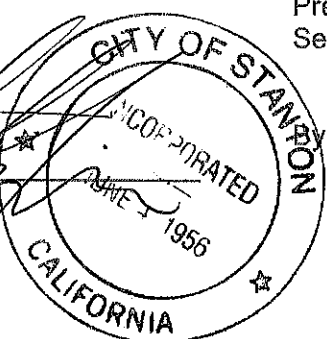

Tram Hartzog
President

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary or Treasurer REQUIRED]

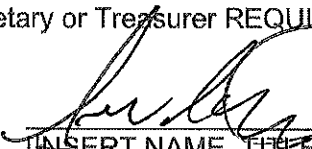
ATTEST:

By:


Patricia A. Vazquez
City Clerk



[INSERT NAME, TITLE]


GERALD J. STOCK,
EXEC. VICE PRESIDENT

APPROVED AS TO FORM:

By:


Best Best & Krieger LLP
City Attorney



CITY OF STANTON

SECOND AMENDMENT TO AGREEMENT
FOR ON-CALL TRAFFIC OPERATIONS SERVICES

1. PARTIES AND DATE.

This Second Amendment to the Agreement for On-call Traffic Operation Services ("Second Amendment") is entered into on the 10th day of April 2018, by and between the City of Stanton, a California municipal corporation, organized under the laws of the State of California, with its principal place of business at 7800 Katella Avenue, Stanton, CA 90680 ("City") and Hartzog and Crabill, Inc., a California corporation, with its principal place of business at 17852 E. 17th Street, Suite 101 Tustin, CA 92780 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for On-Call Traffic Operation Services with Hartzog and Crabill, Inc. on June 24, 2014 ("Agreement").

2.2 First Amendment. The Parties entered into an extension of the terms of the Agreement, dated August 9, 2016 ("First Amendment") until June 30, 2018.

2.3 Second Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement and increase the total amount of compensation under the Agreement. Neither the Agreement nor the amendments to the Agreement constitute "public works" contracts pursuant to Public Contract Code Section 20161 for which competitive bidding is required. Further, Stanton Municipal Code Section 2.56.110 allows the City to execute contracts for personal, professional, and consultant services without observing the City's bidding procedures.

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 July 1, 2014, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement."

3.2 Payment. Section 5(a) of the Agreement is hereby amended in its entirety to read as follows:

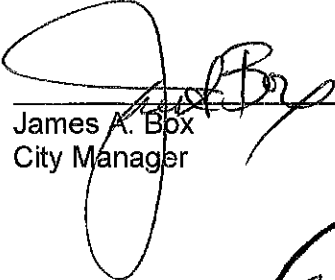
"The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Eighty Thousand Dollars for the remaining term of the Agreement unless additional payment is approved as provided in this Agreement."



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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.

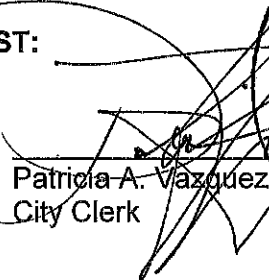
CITY OF STANTON

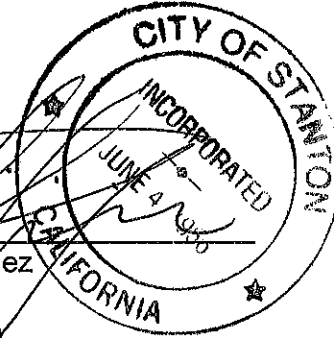
By: 
James A. Box
City Manager

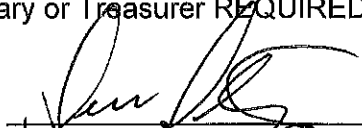
HARTZOG AND CRABILL, INC.

By: 
Tram Hartzog
President


[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary or Treasurer REQUIRED]

ATTEST:

By: Patricia A. Vazquez
City Clerk



By: 
Gerald J. Stock, PE, TE
Executive Vice President / Secretary

APPROVED AS TO FORM:

By: 
Best Best & Krieger LLP
City Attorney



CITY OF STANTON

FIRST AMENDMENT TO AGREEMENT FOR ON-CALL TRAFFIC OPERATIONS SERVICES

1. PARTIES AND DATE.

This First Amendment to the Agreement for On-call Traffic Operation Services ("First Amendment") is entered into on the 9th day of August, 2016, by and between the City of Stanton, a California municipal corporation, organized under the laws of the State of California, with its principal place of business at 7800 Katella Avenue, Stanton, CA 90680 ("City") and Hartzog and Crabill, Inc., a California corporation, with its principal place of business at 17852 E. 17th Street, Suite 101 Tustin, CA 92780 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for On-Call Traffic Operation Services with Hartzog and Crabill, Inc. on June 24, 2014 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement and increase the total amount of compensation under the Agreement. Neither the Agreement nor the amendments to the Agreement constitute "public works" contracts pursuant to Public Contract Code Section 20161 for which competitive bidding is required. Further, Stanton Municipal Code Section 2.56.110 allows the City to execute contracts for personal, professional, and consultant services without observing the City's bidding procedures.

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 July 1, 2014 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2018 unless sooner terminated pursuant to the provisions of this Agreement."

3.2 Payment. Section 5(a) of the Agreement is hereby amended in its entirety to read as follows:

"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 Forty Thousand Dollars for the remaining term of the Agreement unless additional payment is approved as provided in this Agreement."

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.

CITY OF STANTON

By:


James A. Box
City Manager


ATTEST:

By:


Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

By:


Best Best & Krieger LLP
City Attorney

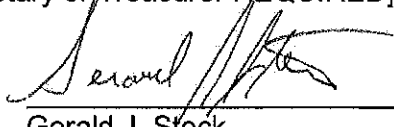
HARTZOG AND CRABILL, INC.

By:


Trammel Hartzog,
President

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary or Treasurer REQUIRED]

By:


Gerald J. Stock,
Secretary

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of June 24, 2014, between the **City of Stanton**, a California Municipal Corporation ("City") and **Hartzog & Crabill, Inc.**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **July 1, 2014** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2016** unless sooner terminated pursuant to the provisions of this Agreement. This contract will cover a two year period, with \$20,000.00 allocated for FY14-15, and allocated for \$20,000.00 FY15-16. The total amount of this contract will not exceed \$40,000.00.

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

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Forty Thousand (\$40,000.00)** 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 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, including but not limited to the extent same are caused or contributed to in whole or in part which relate to or arise out of any negligent, intentional or willful act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (collectively "Claims"), by Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

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

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

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

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

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: Deputy City Clerk
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To Consultant:	Hartzog & Crabill, Inc. 17852 E. 17 th Street, Suite 101 Tustin, CA 92780
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17. **ASSIGNMENT**

The Consultant shall not 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 Hartzog & Crabill, Inc. shall perform the services described in this Agreement.

18. **LICENSES**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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

21. **CONTENTS OF PROPOSAL**

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

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

CITY OF STANTON

By: James A. Box
James A. Box
City Manager

CONSULTANT

By: [Signature]
(Signature)

TRAMMELL HARTZOG
(Typed Name)

Its: PRESIDENT

Attest:

[Signature]
Patricia Vazquez, City Clerk

Approved As To Form:

[Signature]
Matthew E. Richardson, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

Provide services necessary to provide the City with on-call traffic operation services as described in the Request for Proposal dated May 15, 2014.



REQUEST FOR PROPOSAL (RFP)

FOR

On-Call Traffic Operations Services

RFP responses to be received until

10:00 A.M., June 10, 2014

In the Office of the Public Works Department

City of Stanton

7800 Katella Avenue,
Stanton, CA 90680-3162

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

Approved for Advertising:

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

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

Date Issued: May 15, 2014

TABLE OF CONTENTS

SECTION I.	GENERAL DESCRIPTION AND INTRODUCTION
SECTION II.	PROJECT BACKGROUND
SECTION III.	SCOPE OF SERVICES
SECTION IV.	PROGRESS SUBMITTALS
SECTION V.	PROPOSAL SUBMISSION REQUIREMENTS
SECTION VI.	SELECTION CRITERIA
SECTION VII.	SELECTION PROCESS
SECTION VIII.	SUBMISSION DEADLINE
SECTION IX.	REQUEST FOR ADDITIONAL INFORMATION
SECTION X.	TAXES AND LICENSE
SECTION XI.	INSURANCE

SECTION I. GENERAL DESCRIPTION AND INTRODUCTION

The City of Stanton, Public Works / Engineering Department is requesting proposals from qualified engineering firms to provide the City of Stanton with on-call traffic operations services.

Proposals must conform to the requirements of this Request for Proposal (RFP), and must be submitted in a sealed envelope, to the Department of Public Works no later than 10:00 a.m., on June 10, 2014. The consultant contract is anticipated to be awarded on June 24, 2014. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant.

SECTION II. PROJECT BACKGROUND

The City of Stanton (City) has a population of approximately 39,000. Its boundary covers over 3.1 square miles (1,993 acres) of residential, commercial and industrial areas.

SECTION III. SCOPE OF SERVICES

The City of Stanton, Public Works / Engineering Department, is requesting proposals from qualified engineering firms to provide the City of Stanton with on-call traffic operations services. The selected consultant is required to, on an as-needed basis; provide support in maintaining the City's traffic signal systems. This will include, performing quarterly field reviews of these systems, providing any necessary adjustments to the signal timing, coordinating with the City's traffic signal maintenance contract to resolve operational problems, and providing any other necessary traffic operations and engineering services needed by the City. The City's traffic signal system consists of 12 traffic signals, 2 mast arm mounted flashing beacons, and 1 signalized crosswalk beacon.

The length of this contract will be two years with the right of the City to extend it for two additional two-year terms at the sole discretion of the City.

SECTION IV. PROPOSAL SUBMISSION REQUIREMENTS

The Department has established requirements for the proposal format. Proposals shall be submitted in a reusable one-inchthree ring binder. All pages shall be duplex copied.

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

1. Cover Letter.
2. Firm Structure and History. Including the firm's experience managing on-call contracts that are similar in magnitude and scope, key personnel and structure

(organization chart), credentials, background, and ownership of the firm. Include the firm's previous experience with providing on-call City Traffic Operations Services.

3. Key personnel: List qualifications of personnel with resumes and a breakdown of responsibilities. The Firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed throughout the course of the contract. The City must approve changes to key personnel committed to work on the project subsequent to award of contract.
4. A narrative briefly describing the proposed approach using general descriptions for the activities and how this approach will ensure timely completion.
5. A list of proposed sub-consultants, sub-contractors, suppliers, and manufacturers, including their qualifications pertinent to this service.
6. A client reference list from previous on-call contracts of similar scope and magnitude. List should include key personnel-contacts and their position with the agency.
7. Company fee schedule included with the submittal but in a separate sealed envelope. The proposal shall include:
 1. A table indicating total costs for previously completed projects that are of similar scope and magnitude to those described in this Request for Proposal.
 2. Billable hourly rates of personnel that will be involved in the contract.

SECTION V. SELECTION CRITERIA

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

Staffing Capabilities / Technical Competence

Extensive knowledge and background with performing on-call traffic operations services for local municipalities. The firm should have direct experience and knowledge of all regulatory agencies.

Past Performance Record

Experience in completion of projects of similar complexity and scale for other agencies within Southern California is desirable. Efficiency and timeliness in completion of program requirements.

Approach to Work

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

Cost Control

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

SECTION VI. SELECTION PROCESS

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

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

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

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

SECTION VII. SUBMISSION DEADLINE

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

Attention: Allan Rigg, P.E.
Director of Public Works / City Engineer
City of Stanton
Department of Public Works
7800 Katella Avenue
Stanton CA 90680-3162

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

There is no expressed or implied obligation for City to reimburse firms for any expenses

incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

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

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

SECTION VIII. REQUEST FOR ADDITIONAL INFORMATION

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

arigg@ci.stanton.ca.us

Re: On-Call City Traffic Operations Services

SECTION X. TAXES AND LICENSES

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

SECTION XI. INSURANCE

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

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

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

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

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

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

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

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

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

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 26, 2022

SUBJECT: APPROVAL OF CONTRACT AMENDMENT #2 EXTENDING AND AMENDING THE CONTRACT WITH VENCO WESTERN, INC. TO PROVIDE LANDSCAPE MAINTENANCE SERVICES AND APPROPRIATION OF FUNDS

REPORT IN BRIEF:

Venco Western, Inc. currently provides Citywide Landscape Maintenance Services and had its contract expire on June 30, 2022. Venco Western has maintained their rates over the last two years, despite increases to prevailing wage. Based on staff negotiations with Venco Western, the proposed amendment includes an updated scope of work and a monthly cost increase of 19%. Venco Western has committed to honoring the rates for a two-year term.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h); and
2. Approve the Second Amendment to the existing agreement with Venco Western, Inc. and allow the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and
3. Authorize the City Manager to execute the Second Amendment to the existing Agreement with Venco Western, Inc.; and
4. Authorize an appropriation of \$48,000 from the available balance in the Gas Tax Fund to increase the Fiscal Year 2022-2023 budget in Account 211-3400-608100.

BACKGROUND:

On September 8, 2015, the Council awarded a contract to Venco Western, Inc. after the landscape maintenance services contract was competitively bid. Back in 2015, the results of that bid process were as follows:

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

During the original contract period, additional facilities and locations were added to Venco's contract including the newly built Central Park which resulted in increases to the total annual contract price to \$250,848 (\$20,904/month). After the initial term, the contract was extended twice through June 30, 2020.

Prior to the expiration of the original contract and extensions, Venco Western requested a two-year extension honoring the current rates. On April 14, 2020, Council approved the First Amendment, which recently expired on June 30, 2022.

ANALYSIS/JUSTIFICATION:

In June, Venco Western approached City staff asking for another two-year extension to the existing contract with a request to increase the monthly service rate to cover increases in nationwide labor and materials costs. To manage contract costs, City staff reduced the scope of work to eliminate janitorial services at Central Park (which will be performed by the City's new janitorial contractor starting August 1). The proposed service rate is \$24,863/month (a 19% increase) with a one-time monthly rate for July of \$25,463 to account for transitional janitorial services at Center Park, resulting in a new annual rate of \$298,956 for FY 2022-2023 and \$298,356 for FY 2023-2024.

According to Venco Western, prevailing wage rates have increased by 33% since 2015. Coupled with a CPI of 8% this year and significantly increased fuel prices, City staff believes this 19% increase is justifiable. Further, based upon the bids obtained in 2015 for citywide landscape maintenance services, it is unlikely a competitive bidding process will result in a lower rate. The Public Works Manager reports Venco Western is performing satisfactorily and is performing better than past City landscape maintenance contractors. Venco Western has committed to providing services at \$24,863/month for the next two years regardless of the prevailing wage rate increases or possible CPI-related increases.

Venco Western is currently providing service on a month-to-month basis at their proposed monthly rates until the final disposition of their contract is known.

FISCAL IMPACT:

The FY 2022-2023 budget includes \$327,300 for Citywide landscape maintenance services, including \$75,000 for contingencies for extra work. Therefore, to keep the contingencies budget intact, the additional proposed yearly service expenditure will require a budget adjustment. Fortunately, Gas Tax funds can be used to pay for landscape maintenance activities within the public right-of-way. After a careful analysis by City staff of the maintenance areas covered by the Venco Western contract, City staff reports the entire budget shortfall can be covered by Gas Tax funds as shown below. A budget transfer is required as listed in the Action Items above.

Account	Current Budgeted Amount	Requested Amount
101-3400-608100 (General Fund: Parks)	\$87,100	No Change
225-3530-608100 (Landscape & Lighting Act of 1972: Parks & Medians)	\$116,000	No Change
101-3500-608100 (General Fund: Streets / Medians / Parkways – Used for Measure M Maintenance of Effort)	\$43,000	No Change
101-3200-608100 (General Fund: Facilities)	\$21,000	No Change
280-3400-608100 (Stanton Central Park)	\$60,200	No Change
211-3500-608100 (Gas Tax: Streets / Medians / Parkways)	\$0	\$48,000
Total	\$327,300	\$375,300

As presented in the City's adopted Fiscal Year 2022-2023 budget, the available balance in the City's Gas Tax Fund is currently approximately \$1.2 million.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

The City Attorney has reviewed the Second Amendment to the Agreement.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Provide a quality infrastructure.

Prepared by:

/s/ Joe Ames

Joe Ames, P.E., T.E.
Director of Public Works/City Engineer

Reviewed by:

/s/ HongDao Nguyen

HongDao Nguyen
City Attorney

Reviewed by:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Hannah Shin-Heydorn

Hannah Shin-Heydorn
City Manager

Attachments:

- A. Second Amendment to the Original Agreement
- B. Original Agreement and First Amendment
- C. Letter from Venco Western, Inc.

CITY OF STANTON
SECOND AMENDMENT TO
AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Second Amendment to the Agreement for Landscape Maintenance Services (“Second Amendment”) is entered into on the ____ day of _____, 2022, by and between the City of Stanton (“City”) and Venco Western, Inc. (“Consultant”). City and Contractor are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Landscape Maintenance Services dated September 8, 2015 (“Agreement”).

2.2 Term Extensions. The Parties exercised term extensions as authorized by the Agreement on March 27, 2018 and February 12, 2019, extending the term of the Agreement to expire on June 30, 2020.

2.3 First Amendment. The Parties entered into that certain First Amendment to Agreement on or about April 14, 2020 in order to extend the term of the Agreement and to increase the total compensation under the Agreement.

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

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 October 1, 2015 to June 30, 2024, unless earlier terminated as provided in the Agreement. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional two-year terms.

3.2 Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

“Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation for the Services provided pursuant to this Second Amendment shall not exceed **Three Hundred Seventy-Five Thousand Three Hundred Dollars (\$375,300)** annually without written approval of the

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 Extra Work. Section 3.3.4 of the Agreement is hereby amended in its entirety to read as follows:

“At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of the Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City. Any additional work in excess of the amount set forth in Section 3.3.1 shall be approved by City Council.”

3.4 Rates of Compensation. The rates of compensation in Exhibit “C” of the Agreement are hereby amended as set forth in Attachment “1” to this Second Amendment, attached hereto and incorporated herein.

3.5 Declaration of Political Contributions. Prior to the City’s approval of this Second Amendment, Consultant shall submit to City a 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.

3.6 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 on this ____ day of _____, 2022.

CITY OF STANTON

VENCO WESTERN, INC.

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Linda D. Burr
President

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____
Peter R. Christl
Secretary

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

**ATTACHMENT “1”
TO SECOND AMENDMENT TO
AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES**

EXHIBIT “C”

RATES OF COMPENSATION

Location	Monthly Price
Stanton Park	\$ 1,950.00
Hollenbeck Park (North and South ends)	\$ 1,560.00
Veteran's Memorial Park	\$ 390.00
Date & Katella Pocket Park	\$ 390.00
Zuniga Park	\$ 520.00
Premier Park	\$ 494.00
Beach Blvd & Orangewood Ave Pocket Park	\$ 494.00
Hatty M. Dotson Park	\$ 494.00
Katella Ave Linear Park (4 areas)	\$ 533.00
Stanton Central Park	\$ 5,189.60
Beach Blvd. (from Garden Grove to 320 Ft North of Starr St.)	\$ 1,690.00
Katella Ave. (From Knott Ave. to Beach Blvd.)	\$ 1,105.00
Chapman Ave. (from 800ft east of Beach Blvd. to Briarwood Ave.)	\$ 579.80
Bradford/Bradford Place	\$ 361.40
Cerriots Av. (from Court Ave. to Dale Ave)	\$ 364.00
Village Center Drive (Beach Blvd. to South City Limit)	\$ 364.00
Cerritos Ave. (From Court Av. To Dale Ave.)-both sides	\$ 240.50
Court Street- (From Orangewood Ave. to Plaza Way)-both sides	\$ 240.50
Katella Avenue Cut Outs	\$ 240.50
Stanton Community center	\$ 361.40
Stanton City Hall	\$ 482.30
Stanton Corporate Yard	\$ 362.70
Stanton Library	\$ 240.50
Trimming Ivy on two walls along Beach Blvd.	\$ 240.50
Trimming Ivy on two walls @ IdlywildDr/Ashbury Ave. (sidewalk and top sides)	\$ 305.50
Sound wall on North side of Katella Ave. Between Dale Ave. & Magnolia Ave.	\$ 305.50
Irrigation Maintenance Citywide	\$ 3,349.30
Norm Ross Baseball Field	\$ 1,170.00
7922 Cerritos	\$ 260.00
10699 Bell Street	\$ 585.00
Total Monthly Compensation for Routine Maintenance	\$ 24,863.00
Except Stanton Central Park for July 2022 (Includes Janitorial Services)	\$ 5,789.60
Total Monthly Compensation for Routine Maintenance (for July 2022)	\$ 25,463.00

The following prices are for non-exclusive emergency/call out work. The City reserves the right to use other contract services or in-house-forces in order to achieve the fastest response and best price for the City.

	Description	Unit	Unit Price
1.	Supervisor	Hourly	\$48
2.	Tree Trimmer	Hourly	\$98
3.	Ground person	Hourly	\$37
4.	Tractor/Loader Operator	Hourly	\$120
5.	Truck Driver	Hourly	\$78
6.	Chipper Truck Driver & Operator	Hourly	\$115
7.	Certified Arborist	Hourly	\$150

ORIGINAL**CITY OF STANTON****FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES****1. PARTIES AND DATE.**

This First Amendment to the Agreement for Professional Landscape Maintenance Services ("First Amendment") is entered into on the 14th day of April 2020, by and between the City of Stanton, a California municipal corporation, organized under the laws of the State of California, with its principal place of business at 7800 Katella Avenue, Stanton, CA 90680 ("City") and Venco Western, Inc., a California corporation, with its principal place of business at 2400 Eastman Avenue, Oxnard, California 93030 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Professional Landscape Maintenance Services with Venco Western, Inc. on September 8, 2015 ("Agreement").

2.2 Term Extensions. The Parties exercised term extensions as authorized by the Agreement on March 27, 2018 and February 12, 2019, extending the term of the Agreement to expire on June 30, 2020.

2.3 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement and increase the total compensation under 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 July 1, 2020 to June 30, 2022, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines."

3.2 Payment. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

"Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) annually without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."



ORIGINAL

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.

CITY OF STANTON

By: [Signature]
Jarad Hildenbrand
City Manager

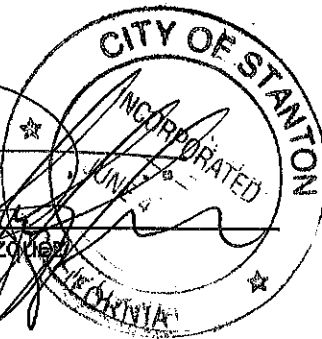
VENCO WESTERN, INC.

By: [Signature]
Linda D. Burr
Venco Western, Inc.

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary or Treasurer REQUIRED]

ATTEST:

By: [Signature]
Patricia A. Vazouza
City Clerk



By: See attached
[INSERT NAME, TITLE]

APPROVED AS TO FORM:

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



UNANIMOUS WRITTEN CONSENT OF
THE SHAREHOLDERS AND BOARD OF DIRECTORS OF
VENCO WESTERN, INC., a California corporation

The undersigned, being all of the directors and shareholders of VENCO WESTERN, INC., a California corporation, unanimously adopt, approve, and consent to the following resolution:

RESOLVED, that the following persons are the current officers and directors of the corporation:

Linda Del Nagro Burr – President and Chief Executive Officer, Director
Peter R. Christl – Secretary and Chief Financial Officer, Director

RESOLVED FURTHER, that Linda Del Nagro Burr, in her capacity as Present and Chief Executive Officer, is hereby authorized to execute any and all contracts, and any related documents, on behalf of the corporation.

Dated: 5.16.2012

SHAREHOLDERS:

Linda Del Nagro Burr
LINDA DEL NAGRO BURR, Trustee of the
Del Nagro Family Trust Dated
January 26, 2006

Dated: 5-17-12

David A. Del Nagro
DAVID A. DEL NAGRO, Trustee of the
Del Nagro Family Trust Dated
January 26, 2006

Dated: 5/18/12

Peter R. Christl
PETER R. CHRISTL, Trustee of the
Christl Family Trust Dated February 17, 2006

Dated: 5.16.2012

DIRECTORS:

Linda Del Nagro Burr
LINDA DEL NAGRO BURR

Dated: 5/16/12

Peter R. Christl
PETER R. CHRISTL





Venco Western, Inc.

April 7, 2020

City of Stanton
7800 Katella Ave
Stanton, Ca 90680

Allan Rigg

Re: Request for a Landscape Maintenance Agreement Extension

Dear Allan,

Venco Western would like to request a two year extension to our contract with No CPI adjustment. We value the relationship with the City of Stanton and would greatly appreciate the opportunity to extend this contract.

Sincerely,
Mario DelNagro

2400 Eastman Avenue, Oxnard, CA 93030 • Phone (805) 981-2400 Fax (805) 981-2450
CA LIC. NO. C27-562295
www.vencowestern.com





Venco Western, Inc.

April 7, 2020

City of Stanton
7800 Katella Ave
Stanton, Ca 90680

Allan Rigg

Re: Request for a Landscape Maintenance Agreement Extension

Dear Allan,

Venco Western would like to request a two year extension to our contract with No CPI adjustment. We value the relationship with the City of Stanton and would greatly appreciate the opportunity to extend this contract.

Sincerely,
Mario DelNagro



ORIGINAL

David J. Shawver
Mayor

Alexander A. Ethans
Mayor Pro Tem

Rigoberto A. Ramirez
Council Member

Gary Taylor
Council Member

Carol Warren
Council Member

February 12, 2019

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

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

Dear Ms. Burr:

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

The City, under the Agreement, retained the services of the Contractor for landscape maintenance services. The City and Contractor desire to extend the Agreement a second time, from July 1, 2019 to June 30, 2020 ("Extension").

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

AGREED and ACCEPTED:

CITY OF STANTON

Robert W. Hall
Interim City Manager

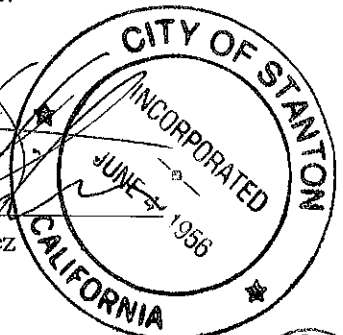
VENCO WESTERN, INC.

Linda D. Burr
Venco Western Inc.

Approved as to from:

Matthew E. Richardson
City Attorney

Attest:

Patricia A. Vazquez
City Clerk

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



ORIGINAL

David J. Shawver
Mayor

Alexander A. Ethans
Mayor Pro Tem

Rigoberto A. Ramirez
Council Member

Gary Taylor
Council Member

Carol Warren
Council Member

February 12, 2019

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

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

Dear Ms. Burr:

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

The City, under the Agreement, retained the services of the Contractor for landscape maintenance services. The City and Contractor desire to extend the Agreement a second time, from July 1, 2019 to June 30, 2020 ("Extension").

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

AGREED and ACCEPTED:

CITY OF STANTON

Robert W. Hall
Interim City Manager

VENCO WESTERN, INC.

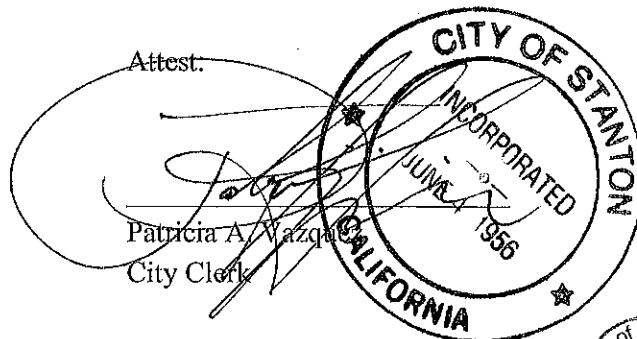
Linda D. Burr
Venco Western Inc.

Approved as to from:

Matthew E. Richardson
City Attorney

Attest.

Patricia A. Wazquez
City Clerk



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



ORIGINAL

March 20, 2018

David J. Shawver
Mayor

Rigoberto A. Ramirez
Mayor Pro Tem

Alexander A. Ethans
Council Member

Brian Donahue
Council Member

Carol Warren
Council Member

James A. Box
City Manager

Mr. Rob Archer
Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

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

Dear Mr. Archer:

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

The City, under the Agreement, retained the services of the Contractor for landscape maintenance services. The City and Contractor extended the original term of the Agreement, as authorized pursuant to the terms of the Agreement, from September 8, 2015 to June 30, 2018. The City and Contractor desire to extend the Agreement a first time, from July 1, 2018 to June 30, 2019 ("Extension").

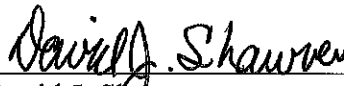
Except as amended by this Extension, all other provisions of the Agreement remain in full force and effect. The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Extension.

AGREED and ACCEPTED:


CITY OF STANTON

VENCO WESTERN, INC.

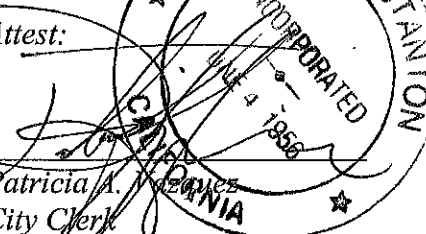
By:


David J. Shawver
Mayor


By:


Rob Archer
Business Development

Attest:


Patricia A. Martinez
City Clerk

Approved as to form:


Matthew E. Richardson
City Attorney

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



CITY OF STANTON
CONTRACT FOR STORAGE AT CITY YARD

I.

This Contract is made and entered into on the 17th Day of September, 2015 by and between the City of Stanton, a California General Law Municipal Corporation ("City") and Venco Western, Inc. ("Contractor"). City and Contractor, based upon their mutual promises contained herein, do hereby agree as follows:

II. SCOPE OF AGREEMENT

The City will allow the Contractor to store vehicles, trailers, and equipment at the City Yard at 8100 Pacific Avenue Stanton. The initial storage will consist of two trucks, a storage cubicle, and one trailer. The number and type of stored materials/items can be modified in writing by the Director of Public Works in his sole discretion. Contractor's right to store vehicles, trailers, and equipment, is granted by City to enhance communication between Contractor and City staff, to reduce Contractor's travel time, thereby ensuring a lower contract cost, and to provide for quicker service to the City.

III. TERM

This storage shall be allowed beginning October 1, 2015 and shall continue until the end of the Contractor's Landscape Maintenance Contract with the City. Upon the sole determination of the City the storage needs to end prior to such time, the Contractor shall remove all stored materials/items within 48 hours after being notified by the City.

IV. INDEMNITY

Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs, or any other cost arising out of or in any way related to the performance of this agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Contractor acknowledges that City would not enter into this agreement in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threaten, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any

other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually or impliedly, in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City. Contractor has no obligation under this agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, subtier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

VI. MISCELLANEOUS

The City will provide the Contractor with three key cards which are used to access the yard. All three keys must be returned upon termination of this Contract.

Contractor agrees to remove any dirt, debris, trash, and other materials caused by their storage at their sole expense. Contractor agrees to repair/replace any buildings, gates, or other property caused by their storage at their sole expense.

Damage is

Contractor agrees that it is aware that any thefts of materials stored in the yard are solely at the risk of the Contractor and the City cannot guarantee the security of the yard.

This Contract contains the completely final, entire, and exclusive agreement between the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless in writing. Any attempted modification, amendment, or alteration in violation hereof shall be void.

IN WITNESS WHEREOF, each of the parties hereto has caused the Contract to be executed in its name on its behalf by a duly authorized officer as of this day and year first above written.

CITY OF STANTON:

By:

[Signature]
CITY MANAGER

ATTEST:

By:

[Signature]
CITY CLERK

APPROVED AS TO FORM:

By:

[Signature]
CITY ATTORNEY

[CONTRACTOR]:

By:

[Signature]
(Corporate Officer)

Title: *President*

Print Name: *Linda P. Borr*

By:

See attached
(Corporate Officer)

Title: _____

Print Name: _____

**UNANIMOUS WRITTEN CONSENT OF
THE SHAREHOLDERS AND BOARD OF DIRECTORS OF
VENCO WESTERN, INC., a California corporation**

The undersigned, being all of the directors and shareholders of VENCO WESTERN, INC., a California corporation, unanimously adopt, approve, and consent to the following resolution:

RESOLVED, that the following persons are the current officers and directors of the corporation:

Linda Del Nagro Burr – President and Chief Executive Officer, Director
Peter R. Christl – Secretary and Chief Financial Officer, Director

RESOLVED FURTHER, that Linda Del Nagro Burr, in her capacity as Present and Chief Executive Officer, is hereby authorized to execute any and all contracts, and any related documents, on behalf of the corporation.

SHAREHOLDERS:

Dated: 5.16.2012

Linda Del Nagro Burr
LINDA DEL NAGRO BURR, Trustee of the
Del Nagro Family Trust Dated
January 26, 2006

Dated: 5-17-12

David A. Del Nagro
DAVID A. DEL NAGRO, Trustee of the
Del Nagro Family Trust Dated
January 26, 2006

Dated: 5/16/12

Peter R. Christl
PETER R. CHRISTL, Trustee of the
Christl Family Trust Dated February 17, 2006

DIRECTORS:

Dated: 5.16.2012

Linda Del Nagro Burr
LINDA DEL NAGRO BURR

Dated: 5/16/12

Peter R. Christl
PETER R. CHRISTL

CITY OF STANTON

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 8th day of September, 2015, by and between the City of Stanton, a municipal corporation, organized under the laws of the State of California, located at 7800 Katella Avenue, Stanton, CA 90680 ("City") and Venco Western, Inc. A California Corporation with its principal place of business at 2400 Eastman Avenue, Oxnard, California 93030 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain landscape maintenance services required by the City on the terms and conditions set forth in this Agreement and the Contract Documents, Plans, and Specifications for Citywide Landscape Maintenance Services dated August 3, 2015 which are hereby incorporated as though fully set forth herein. The contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid, together with this Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. Contractor represents that it is experienced in providing landscape maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the Citywide Landscape Maintenance project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

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

3.2 Responsibilities of Contractor.

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

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

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

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

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

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

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

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

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

3.2.10 Labor

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

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

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

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

3.2.12 Bonds.

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

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

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

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

3.2.13 Water Quality Management and Compliance.

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

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

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

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

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

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

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

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

3.2.13.5 Liability for Non-compliance.

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation **shall not exceed one hundred ninety three thousand nine hundred forty four DOLLARS (\$193,944) annually** without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

Section 3.3.1, for a total increase of \$19,394. Any additional work in excess of this amount shall be approved by the City Council.

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Contractor:	Venco Western, Inc. 2400 Eastman Avenue Oxnard, CA 93030 ATTN: Rob Archer, Business Development
City:	City of Stanton 7800 Katella Avenue Stanton, CA 90680 ATTN: Allan Rigg, Public Works Director

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5.19 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

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

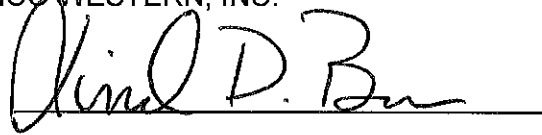
CITY OF STANTON

By:

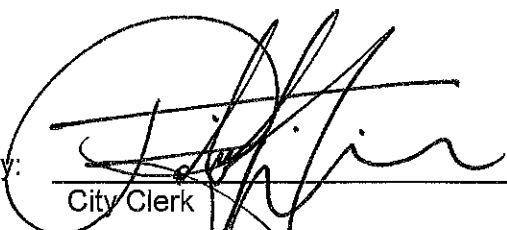

Mayor or City Manager

VENCO WESTERN, INC.

By:




ATTEST:

By: 

City Clerk

APPROVED AS TO FORM:

By: 

Best Best & Krieger LLP
City Attorney

By: Linda D. Burr / President
[INSERT NAME AND TITLE]

EXHIBIT "A"
SCOPE OF MAINTENANCE SERVICES

EXHIBIT "B"
SCHEDULE OF MAINTENANCE SERVICES

See EXHIBIT "A"

EXHIBIT "C"
COMPENSATION

See attached

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

EXHIBIT "D"
INSURANCE REQUIREMENTS

1.1 Insurance. [CITY RISK MANAGER TO REVIEW PRIOR TO EACH USE]

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

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

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

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

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

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

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

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

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

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

(B) Automobile Liability:

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

(C) Workers' Compensation:

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF STANTON
CONTRACT FOR STORAGE AT CITY YARD

I.

This Contract is made and entered into on the 17th Day of September, 2015 by and between the City of Stanton, a California General Law Municipal Corporation ("City") and Venco Western, Inc. ("Contractor"). City and Contractor, based upon their mutual promises contained herein, do hereby agree as follows:

II. SCOPE OF AGREEMENT

The City will allow the Contractor to store vehicles, trailers, and equipment at the City Yard at 8100 Pacific Avenue Stanton. The initial storage will consist of two trucks, a storage cubicle, and one trailer. The number and type of stored materials/items can be modified in writing by the Director of Public Works in his sole discretion. Contractor's right to store vehicles, trailers, and equipment, is granted by City to enhance communication between Contractor and City staff, to reduce Contractor's travel time, thereby ensuring a lower contract cost, and to provide for quicker service to the City.

III. TERM

This storage shall be allowed beginning October 1, 2015 and shall continue until the end of the Contractor's Landscape Maintenance Contract with the City. Upon the sole determination of the City the storage needs to end prior to such time, the Contractor shall remove all stored materials/items within 48 hours after being notified by the City.

IV. INDEMNITY

Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs, or any other cost arising out of or in any way related to the performance of this agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Contractor acknowledges that City would not enter into this agreement in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threaten, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any

other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually or impliedly, in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City. Contractor has no obligation under this agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, subtier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

VI. MISCELLANEOUS

The City will provide the Contractor with three key cards which are used to access the yard. All three keys must be returned upon termination of this Contract.

Contractor agrees to remove any dirt, debris, trash, and other materials caused by their storage at their sole expense. Contractor agrees to repair/replace any buildings, gates, or other property caused by their storage at their sole expense.

Damage US

Contractor agrees that it is aware that any thefts of materials stored in the yard are solely at the risk of the Contractor and the City cannot guarantee the security of the yard.

This Contract contains the completely final, entire, and exclusive agreement between the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless in writing. Any attempted modification, amendment, or alteration in violation hereof shall be void.

IN WITNESS WHEREOF, each of the parties hereto has caused the Contract to be executed in its name on its behalf by a duly authorized officer as of this day and year first above written.

CITY OF STANTON:

By: *[Signature]*
CITY MANAGER

ATTEST:

By: *[Signature]*
CITY CLERK

APPROVED AS TO FORM:

By: *[Signature]*
CITY ATTORNEY

[CONTRACTOR]:

By: *[Signature]*
(Corporate Officer)

Title: *President*

Print Name: *Linda P. Burr*

By: *See attached*
(Corporate Officer)

Title: _____

Print Name: _____

**UNANIMOUS WRITTEN CONSENT OF
THE SHAREHOLDERS AND BOARD OF DIRECTORS OF
VENCO WESTERN, INC., a California corporation**

The undersigned, being all of the directors and shareholders of VENCO WESTERN, INC., a California corporation, unanimously adopt, approve, and consent to the following resolution:

RESOLVED, that the following persons are the current officers and directors of the corporation:

Linda Del Nagro Burr – President and Chief Executive Officer, Director
Peter R. Christl – Secretary and Chief Financial Officer, Director

RESOLVED FURTHER, that Linda Del Nagro Burr, in her capacity as Present and Chief Executive Officer, is hereby authorized to execute any and all contracts, and any related documents, on behalf of the corporation.

SHAREHOLDERS:

Dated: 5.16.2012

Linda Del Nagro Burr
LINDA DEL NAGRO BURR, Trustee of the
Del Nagro Family Trust Dated
January 26, 2006

Dated: 5-17-12

David A. Del Nagro
DAVID A. DEL NAGRO, Trustee of the
Del Nagro Family Trust Dated
January 26, 2006

Dated: 5/16/12

Peter R. Christl
PETER R. CHRISTL, Trustee of the
Christl Family Trust Dated February 17, 2006

DIRECTORS:

Dated: 5.16.2012

Linda Del Nagro Burr
LINDA DEL NAGRO BURR

Dated: 5/16/12

Peter R. Christl
PETER R. CHRISTL

CONTRACTOR TO PRINT COMPANY
NAME:

VENCO WESTERN INC.

BOOK I OF III

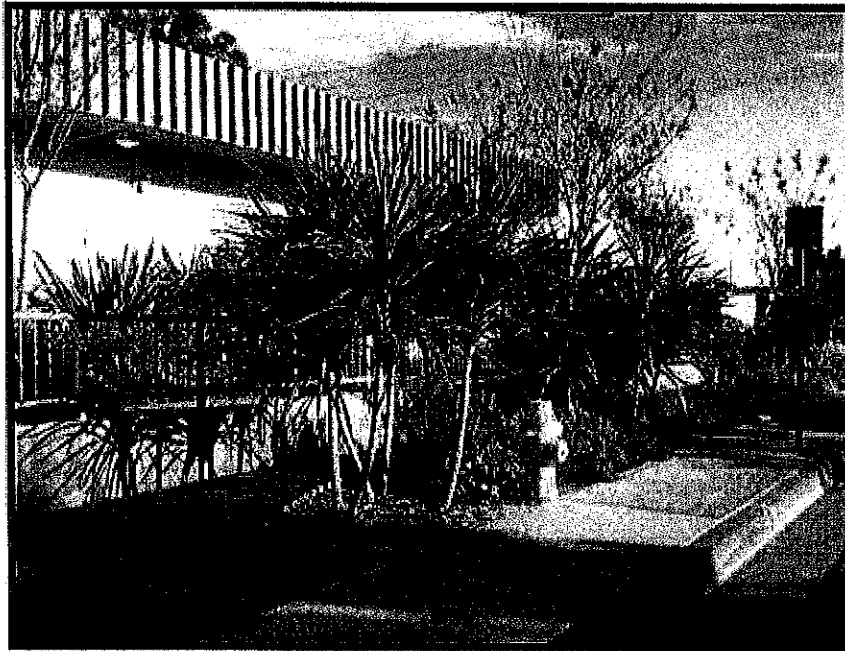
CONTRACT DOCUMENTS

DOCUMENTS TO SUBMIT WITH BID:

- | | |
|---|--|
| <input type="checkbox"/> BID PROPOSAL | <input type="checkbox"/> ACKNOWLEDGEMENT OF ADDENDA |
| <input type="checkbox"/> BID SHEET | <input type="checkbox"/> INDUSTRIAL SAFETY RECORD |
| <input type="checkbox"/> INFORMATION REQUIRED OF BIDDER | <input type="checkbox"/> NON-COLLUSION AFFIDAVIT |
| <input type="checkbox"/> REFERENCES | <input type="checkbox"/> LIST OF SUBCONTRACTORS |
| <input type="checkbox"/> DESIGNATION OF SURETIES | <input type="checkbox"/> BID BOND |
| | <input type="checkbox"/> MANDATORY PRE-BID SITE INSPECTION CERTIFICATION |

FOR:

CITYWIDE LANDSCAPE MAINTENANCE



Approved Book I, II, III,

By

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

8/3/15

Date

These Contract Documents are the exclusive property of the Agency and shall not be used in any manner without prior consent of the Agency. Any reuse of these plans and specifications by Others shall be at Other's sole risk and without liability to the Agency.

CITY OF STANTON - 7800 KATELLA AVENUE - STANTON, CA 90680-3162

TABLE OF CONTENTS

NOTICE INVITING SEALED BIDS.....	3
INSTRUCTIONS TO BIDDERS.....	4
DOCUMENTS TO SUBMIT.....	1, 8
BID PROPOSAL.....	9
BID SHEET.....	10
INFORMATION REQUIRED OF BIDDER.....	15
REFERENCES.....	18
DESIGNATION OF SURETIES.....	22
ACKNOWLEDGEMENT OF ADDENDA.....	23
CONTRACTOR'S INDUSTRIAL SAFETY RECORD.....	24
NON-COLLUSION AFFIDAVIT TO BE EXECUTED.....	26
LIST OF SUBCONTRACTORS.....	27
BID BOND TO ACCOMPANY PROPOSAL.....	28
PRE-BID SITE INSPECTION CERTIFICATION.....	30

**NOTICE INVITING SEALED
BIDS**



NOTICE IS HEREBY GIVEN

Sealed proposals for the work shown on the plans entitled:

Citywide Landscape Maintenance

in the City of Stanton will be received at the Office of the City Clerk of the City of Stanton, 7800 Katella Avenue, Stanton, CA 90680-3162 until **10:00AM on Monday, August 31, 2015** at which time they will be publicly opened and read.

MANDATORY PRE-BID MEETING:

A Mandatory pre-bid meeting will be held Thursday, August 13, 2015 at 9:00 am at 7800 Katella Avenue, Stanton, CA 90680. It is the bidder's responsibility to field-verify the existing conditions of all sites. Please contact the Public Works Department with any questions. All bid proposals shall be made on the proposal forms furnished by the City and placed, together with the accompanying documents and security, in a sealed package marked outside with the title of the project and "SEALED BID FOR THE CITY OF STANTON" - DO NOT OPEN WITH REGULAR MAIL" and addressed to the City Clerk at the above address in a sealed envelope.

All bid proposals must comply with the requirements contained in this Notice and in the specifications and other contract documents. All bids in apparent compliance with such requirements shall be opened and publicly read aloud at the above-stated time at the place of bid receipt identified above.

The City shall select a contractor that serves the City's best interests, taking

into consideration qualifications, experience, and costs.

The Contractor shall furnish all necessary materials, labor, equipment and other incidental and appurtenant work necessary for the proper maintenance, including but not limited to mowing, aeration, turf maintenance, irrigation repair & timing, hand weeding, litter pickup, raking, and hand watering within the City of Stanton.

OBTAINING CONTRACT DOCUMENTS:

Contract documents for the above-referenced project may be obtained at the City of Stanton - Public Works Department, 7800 Katella Avenue, Stanton CA, for a non-refundable fee of \$30 if picked up or \$40 if mailed. Free electronic copies may be requested by calling (714) 890-4205. No bid proposal will be received unless it is made on the official proposal forms furnished by the City, is accompanied by an executed Non-Collusion Affidavit and is accompanied by cash, a certified or cashier's check payable to the City or a satisfactory bidder's bond in favor of the City executed by the bidder as principal and a satisfactory surety company as surety, in an amount not less than 10% of the bid amount, as provided in Public Contract Code section § 20170 et. seq. Should the bidder to whom the contract is awarded fail to enter into the subject contract, such bid security shall be forfeited pursuant to Public Contract Code section 20172, except as otherwise provided in Public Contract Code section § 20174.

This is an ongoing 33 month contract. The City and contractor may elect to exercise an extension of this Contract for two additional 24 month terms.


The City will not make a determination on the wage rate requirements for this contract. The contractor is responsible for ensuring all applicable state wage laws are followed. The Contractor shall complete any task within **10 working days** from the date specified on the accepted schedule.

At the time of the award of the contract, the successful bidder shall possess a valid contractor's license, and shall comply with any applicable City requirements concerning contractor qualifications. Submission of a bid by a bidder without a license subjects the bidder to civil penalties pursuant to Business & Professions Code section § 7028.15. The bidder must possess a Class C-27 Contractor License in the State of California. As provided for in section 22300 of the Public Contracts Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract.

The Contractor shall not begin work under the Agreement until it has given the City evidence of comprehensive public liability insurance and Workers' Compensation Insurance coverage together with additional Insured Endorsements. The City reserves the right to reject any or all bids or any parts thereof, and to waive any irregularities or informalities in any bid or in the bidding, and to make awards in all or part in the best interests of the City.

WITHDRAWAL OF BID: No bidder may withdraw his bid for a period of 60 days after the date set for the opening of bids.

CITY OF STANTON

 8/13/15
Director of Public Works, Date

INSTRUCTIONS TO BIDDERS

FORM OF BID PROPOSAL: Bid proposals shall be made on the bid proposal forms found herein. The bid proposal shall be enclosed in a sealed envelope bearing the name of the bidder and the name of the project as described in the Notice Inviting Sealed Bids.

DELIVERY OF BID PROPOSALS: The bid proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Sealed Bids. It is the bidder's sole responsibility to see that his bid proposal is received in proper time. Any bid proposal received after the scheduled closing time for receipt of bid proposals may be returned to the bidder unopened unless an extension has been granted by the City. Bidders or their authorized agents are invited to be present.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations or provisos attached to a bid proposal will render it informal and may be cause for rejection. The complete proposal forms shall be without inter-lineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. No oral, telegraphic or telephonic proposals or modifications will be considered.

WITHDRAWAL OF BID PROPOSAL: A bid proposal may be withdrawn upon request by the bidder without prejudice to himself prior to the date and time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his duly authorized representative, and is filed with the Director Public Works. No bid proposal may be withdrawn for a period of 60 calendar days after the date set for the opening of bid proposals.

BIDDER'S SECURITY: In accordance with Public Contract Code section § 20170 et seq., each bid proposal shall be accompanied by cash, a certified or cashier's check payable to the City or a satisfactory bidder's bond in favor of the City executed by the bidder as principal and a satisfactory admitted surety insurer as surety, in an amount not less than 10% of the amount named in the bid. The cash, check or bidder's bond shall be given as a guarantee that the bidder shall execute the contract for the project if it is awarded to bidder in conformity with the Plans, the Specifications, and other Contract

Documents, and shall provide the evidence of insurance and furnish the required bonds as specified in the Plans, the Specifications and other Contract Documents, within 15 calendar days after written notice of the award. In case of the successful bidder's refusal or failure to do so, the cash, check or bond, as the case may be, shall be forfeited to the City pursuant to Public Contract Code section § 20172.

QUANTITIES APPROXIMATE: Quantities shown on the Bid Sheet, are an estimate included in the Special Provisions, or elsewhere herein shall be considered as approximate only, being listed for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished, and as a basis for the comparison of bids. The City does not guarantee nor agree, either expressly or by implication, that the actual amounts required will correspond with those shown, but reserves the right to increase or decrease the amount of any item or portion of work or material to be performed or furnished or to omit any such item or portion, in accordance with the Plans, the Specifications and other Contract Documents, without in any way invalidating the Contract, should such increase, decrease or omission be deemed necessary or expedient.

ADDENDA: The Director of Public Works may, from time to time, issue addenda to the Plans, the Specifications and/or other Contract Documents during the period of advertising for bids.

Parties having obtained from the City the bid documents for the project shall be notified of and furnished with copies of such addenda, either by certified mail, fax transmittal, or personal delivery, during the period of advertising at no additional cost.

After the Pre-bid meeting the City will issue an addendum to answer all questions. No questions involving clarification of information within the bid package will be answered at the pre-bid meeting. Questions will be received at the Public Works Department until 72 hours before the bid opening. Addenda will not be issued within 72 hours of the bid opening.

DISCREPANCIES IN PROPOSALS: The bidder shall set forth for each item of work, in clearly legible figures, a unit or line item bid for

the item in the respective space provided for this purpose.

In case of a discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

(1) As to lump sum items, the amount set forth in the "Total" column shall be the unit price.

(2) As to unit price items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS: In selecting the best value responsible bidder, consideration will be given to qualifications, experience, costs, and ability to perform to the contract requirements. To this end each proposal shall be supported by a statement of the bidder's experience on the form entitled "Information Required of Bidder" found herein. No agreement for the work will be executed with a contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code, and with any applicable specific licensing requirements required by this project as specified in the Contract Documents. The licensing requirements for contractors shall also apply to subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Attention is directed to Section 2-7 "Examination of Plans, Specifications, Contract, and Site" of the General Provisions of these Contract Documents.

DISQUALIFICATION OF BIDDERS: No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub proposal to a bidder, or that has quoted prices of materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to

other bidders or making a prime proposal. If there is a reason to believe that collusion exists among the bidders, all bids will be rejected.

RETURN OF BID SECURITY: The successful bidder's security shall be held until the Contract is executed. Bidders' security shall be returned to unsuccessful bidders within a reasonable time but not in excess of 60 calendar days after the successful bidder has signed the Contract.

AWARD OF CONTRACT: The City reserves the right to reject any or all bid proposals or any parts thereof or to waive any irregularities or informalities in any bid proposal or in the bidding. The award of the Contract, if made, will be to the contractor that serves the City's best interests, taking into consideration qualifications, experience, and costs. Such award will be within ninety calendar days after the opening of the bid proposals, except that the award may be made after said period if the successful bidder has not given the City written notice of the withdrawal of his/her bid.

LISTING SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section § 4100 et seq.) A form for this purpose is found herein.

EXECUTION OF AGREEMENT: The bidder to whom award of the work is made shall execute a written contract with the City in the form included in these contract documents and shall secure all insurance and bonds as herein provided within fourteen calendar days from the date of mailing of written notice of the award. Failure or refusal to enter into the agreement or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the bidder's security. In the event the bidder to whom an award is made fails or refuses to execute the Agreement within said time, the City may declare the bidder's security forfeited, and it may award the work to the next best value responsible bidder, or may call for new bids.

INSURANCE AND BONDS: The Contractor shall not begin work under the Agreement until it has given the City evidence of comprehensive public liability insurance and Workers' Compensation Insurance coverage together with additional Insured Endorsements. The successful Contractor shall also furnish two (2) bonds

required by the State Contract Act. Each of the said bonds shall be executed in a sum equal to the contract price. One of the said bonds shall guarantee the faithful performance of the said contract by the Contractor, and the other said bond shall secure the payment of claims for labor and material.

INTERPRETATION OF PLANS AND DOCUMENTS: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the drawings, Plans, Specifications or other Contract Documents, or finds discrepancies in or omissions from such documents, he may submit to the Director of Public Works a written request for an interpretation or correction. The person submitting the request will be responsible for its prompt delivery. The Contractor shall deliver all requests a minimum of one week before the bid opening. No requests will be accepted or considered after that time. Any interpretation or correction of the Contract Documents will be made only by an Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of the bid documents. No oral interpretation of any provision in the Contract Documents shall be binding.

OTHER REQUEST FOR INFORMATION: Phone calls will not be accepted by the City concerning the project 72 hours prior to the bid opening.

SALES AND/OR USE TAXES: Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

CONTRACT DOCUMENTS: The Contract Documents consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, the successful contractor's bid proposal and bid sheet, Contractor's Industrial Safety Record, Non-Collusion Affidavit, List of Subcontractors, Bidder's Bond to Accompany Proposal, Information Required of Bidder, Bid Security Forms, any and all addenda to the contract documents distributed prior to the bid opening date, Insurance Requirements for the City, Performance Bond, Payment (labor and material) Bond, Worker's Compensation Certification and Certificate of Insurance, Public Works Contract, Warranty Bond (as applicable), Plans, details, standard drawings, applicable permits, notices

and affidavits, the Specifications (including the Standard Specifications and the General and Special Provisions), Equal Employment Opportunity Certification, Debarment and Suspension Certification, Non-Lobbying Certification, Disclosure of lobbying Activities, Local Agency Bidder-DBE Information, Federal Contract Provisions, Federal Wage Rates and any and all applicable addenda or supplemental agreements.

PLANS AND STANDARD DRAWINGS: The location of the work, the general nature and extent of the work and the forms and details of the various features of the work are shown on the Plans. When referenced in the Contract Documents, Plans shall include the construction plans and standard drawings.

FAIR EMPLOYMENT PRACTICES: The Contractor shall complete and enclose with his bid the compliance report attached to the proposal, stating that the Contractor will pursue an affirmative course of action as required by the affirmative action guidelines.

As set forth in Labor Code section § 1735, no discrimination shall be made in the employment of persons upon public works projects because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Government Code section § 12940. Every contractor for public works violating this provision is subject to all of the penalties imposed for a violation of Labor Code Div. 2, Part 7, Chapter 1.

DISADVANTAGED BUSINESS ENTERPRISES (DBEs): Where a project is funded in whole or in part with federal Department of Transportation funds, City and Contractor shall comply with all applicable provisions of Title 49, Part 23, Code of Federal Regulations ("Participation by Minority Business Enterprise in Department of Transportation Programs") and Chapter 2.5 (commencing with Section 2050) of Part 1 of Division 2 of California Public Contract Code ("Certification of Minority and Women Business Enterprises").

PAYMENT

In accordance with Public Contract Code Section 20104.50, payments will be made in cash to the Contractor in accordance with the provisions of the specifications and on itemized estimates duly certified and approved by the City Engineer, submitted in accordance therewith, based on

labor and materials incorporated into said work during the proceeding month by the Contractor. Payment shall not be made more often than once each thirty (30) days, nor shall the amount be

paid in excess of ninety percent (90%) of the contract at time of completion. Final payment (retention) to be made thirty-five (35) days subsequent to filing of Notice of Completion.



Venco Western, Inc.

June 30, 2022

Joe Ames
Public Works Director
City of Stanton
7800 Katella Ave
Stanton, Ca 90680

Re: Request for a Landscape Maintenance Agreement Extension

Dear Joe,

Venco Western would like to request a two year extension at a proposed rate of \$25,463. For the month of July only. This will including the restroom sanitation at Central Park. And then \$24,863.00 without the 7 day per week bathroom service, for the next two years ending July 3, 2024.

The new rate requested will deduct these items per our discision;

Charman Ave. (Beach-Briarwood)	(\$185.00)
Sheriff's Station	(\$185.00)
Orangewood Street End	(\$185.00)
*Stanton Central Park Bathrooms	(\$600.00) starting August 1 st 2022

We value the relationship with the City of Stanton and would greatly appreciate the opportunity to extend this contract. We want to point out the fact that we have been operating at (\$4,758) deficit each month from our decision to continue service extensions without annual CPI increases. The highest inflation since the 1980's and record fuel prices, plus labor rate increases and material shortages and cost increases force us to request a increase this year.

We sincerely hope to continue our relationship.

Sincerely,
Mario DelNagro

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 26, 2022

SUBJECT: ACCEPTANCE OF THE SHERIFF'S SUBSTATION FLOORING REPLACEMENT PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

The Sheriff's Substation Flooring Replacement Project consisting of the removal and replacement of carpet and vinyl plank flooring is now complete. The final construction cost for the project was \$50,596.60, which is below the budgeted amount for this project. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of July 12, 2022 and recommends that the City Council accept the completed work performed on this project.

RECOMMENDED ACTION:

1. City Council declare that project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301(a); and
2. Accept the completion of improvements for the Sheriff's Substation Flooring Replacement Project, as certified by the City Engineer, and affix the date of July 12, 2022 as the date of completion of all work on this project; and
3. Approve the final construction contract amount of \$50,596.60 with Pro Installations Inc. dba ProSpectra Contract Flooring; and
4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Clerk-Recorder of the County of Orange; and
5. Direct City staff, after thirty-five (35) days has elapsed from the filing of the "Notice of Completion" with the County Clerk-Recorder, to make the retention payment to Pro Installations Inc. dba ProSpectra Contract Flooring in the amount of \$2,529.83.

BACKGROUND:

On February 22, 2022, Pro Installations Inc. dba ProSpectra Contract Flooring was awarded the construction contract to remove and replace the flooring at the Sheriff Substation as the lowest responsive bidder. The original contract amount was for \$50,001.60 and the Interim City Manager approved a change order in the amount of \$595.00 for additional work that was necessary to complete the project.

On July 12, 2022, Public Works staff completed a final inspection of the work and the City Engineer, in his judgement, certified that the work was satisfactorily completed.

ANALYSIS/JUSTIFICATION:

The Sheriff's Substation Flooring Replacement Project has been completed in conformance with the project plans and specifications and has been accepted by the City Engineer. The filing of a Notice of Completion is required by the Agreement for this project and under the California Public Contract Code.

FISCAL IMPACT:

This project was budgeted for in the FY 2021/2022 Capital Improvement Program (Task Code 2022-605) for \$60,000.00.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301(a).

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Provide a quality infrastructure.

PUBLIC NOTIFICATION:

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

Prepared by:

Reviewed By:

/s/ Han Sol Yoo

/s/ Joe Ames

Han Sol Yoo, E.I.T.
Associate Engineer

Joe Ames, P.E., T.E.
Public Works Director/City Engineer

Concur:

Approved by:

/s/ Michelle Bannigan

/s/ Hannah Shin-Heydorn

Michelle Bannigan, CPA
Finance Director

Hannah Shin-Heydorn
City Manager

ATTACHMENT:

A) Notice of Completion

CITY OF STANTON
ATTN: CITY CLERK
7800 KATELLA AVE.
STANTON, CA 90680

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE SECTION 27383

(Space above this line for Recorder's use)

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is the City of Stanton.
3. The full address of owner is 7800 Katella Avenue, Stanton, CA 90680.
4. The nature of the interest or estate of the owner is: Public Facility.
5. A work of improvement on the property hereinafter described was completed on July 12, 2022. The work was the Sheriff's Substation Flooring Replacement Project.
6. The name of the contractor for such work of improvement was: Pro Installations Inc. dba ProSpectra Contract Flooring.
7. The property on which said work of improvement was completed is in the City of: Stanton, County of Orange, and State of California.

Dated: _____, City of Stanton
Verification for Individual Owner Joseph John Ames, City Engineer

VERIFICATION

I, the undersigned, say: I am the City Engineer of the City of Stanton, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2022, at Stanton, California.

_____, City of Stanton
Joseph John Ames, City Engineer

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 26, 2022

SUBJECT: PUBLIC REVIEW OF DRAFT LOCAL HAZARD MITIGATION PLAN

REPORT IN BRIEF:

Atlas Planning Solutions, the City's consultant for the Local Hazard Mitigation Plan (LHMP), will provide an update of the LHMP development progress and a review of the draft LHMP.

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. Receive and file the presentation; and
3. Conduct a public hearing to receive public input on the draft Local Hazard Mitigation Plan.

BACKGROUND:

The Federal Disaster Mitigation Act of 2000 (DMA) establishes requirements for state and local entities to prepare and maintain a comprehensive LHMP. The purpose of an LHMP is to identify a jurisdiction's hazards, review and assess past disaster occurrences, estimate the probability of future occurrences, and set goals to mitigate potential risks to reduce or eliminate long-term risk to people and property from natural and man-made hazards. The components of an LHMP typically are focused on the following objectives:

- Identifying vulnerabilities;
- Providing recommendations for prioritized mitigation actions;
- Evaluating resources;
- Identifying mitigation shortcomings; and
- Providing for future mitigation planning and maintenance of the existing plan.

In addition, an LHMP approved by the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) is required in order for jurisdictions to be eligible for pre- and post-disaster mitigation grants. LHMPs must be

updated and resubmitted to FEMA for approval every five years in order for jurisdictions to remain eligible for FEMA grant programs. California law also requires that LHMPs must include an assessment of a jurisdiction's vulnerability to climate change.

Implementation of an updated LHMP will allow the City to address natural hazards proactively and promote community resilience, including:

- Enforcement of building codes, floodplain management codes, and environmental regulations;
- Public safety measures, such as continual maintenance of roadways, culverts, and other public spaces;
- Retrofitting of structures and design of new construction, such as elevating a home or building;
- Protecting critical facilities and infrastructure from future hazard events;
- Planning for hazard mitigation, emergency operations, disaster recovery, and continuity of operations; and
- Development and distribution of outreach materials related to hazard mitigation.

ANALYSIS:

In coordination with staff, Atlas Planning Solutions (Atlas) compiled hazard profiles, completed threat assessments, and developed hazard mitigation strategies for the City. Hazard profiles take into account hazard-prone areas, severity measurement scales, historical events, future risks, and the effects of climate change to determine whether a hazard type poses a threat to the community, whether it be to human life and safety, property, essential services and activities, or the environment. The threat assessment considers the community's relative vulnerability to each hazard, calculating impacts in terms of repetitive loss properties (likelihood of damage) and potential dollar losses (extent of damage). The hazard mitigation strategies establish an action plan for the City by laying out future-oriented goals; comprehensive, yet specific measures; and prioritized implementation details for emergency preparedness.

The primary hazards that the City faces are seismic hazards, power failure, drought, extreme heat, flooding, hazardous material release, urban fire, and dam failure. Atlas conducted a review of critical facilities, vulnerable populations and assets, recent hazard events and past disasters, previous mitigation actions, and more to create the City's draft LHMP. A hazard survey was launched on Let's Talk Stanton on October 18, 2021 to gather community input for the draft LHMP, and Atlas hosted an informational booth at the City's Halloween Festival.

FISCAL IMPACT:

None. The City obtained a grant for \$37,500 in 2020 from Cal OES to create an LHMP. As the grant required a 25% cost share, the Council authorized a \$22,000 appropriation from the General Fund at its April 13, 2021 meeting.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

1. Provide a safe community.
3. Provide a quality infrastructure.
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:

Approved By:

/s/ Jason Huynh

/s/ Hannah Shin-Heydorn

Jason Huynh
Management Analyst

Hannah Shin-Heydorn
City Manager

Attachment(s):

- A. Draft LHMP



2022

Local Hazard Mitigation Plan



TABLE OF CONTENTS

CHAPTER 1 – INTRODUCTION.....	1
PLAN PURPOSE AND AUTHORITY	1
PLAN ORGANIZATION AND USE	3
PREVIOUS STANTON LHMP	3
PLAN GOALS	3
PLANNING PROCESS.....	4
CHAPTER 2 – COMMUNITY PROFILE.....	9
SETTING AND LOCATION	9
HISTORY	9
DEMOGRAPHICS.....	10
ECONOMY AND COMMUTE PATTERNS	13
DEVELOPMENT TRENDS.....	14
INFRASTRUCTURE ASSESSMENT	15
CHAPTER 3 – HAZARD ASSESSMENT	18
HAZARD IDENTIFICATION.....	18
HAZARD SCORING AND PRIORITIZATION.....	22
HAZARD PROFILES	24
CHAPTER 4 – THREAT AND VULNERABILITY.....	66
THREAT ASSESSMENT PROCESS	66
THREAT PROFILES	69
CHAPTER 5 – HAZARD MITIGATION STRATEGY.....	87
STRATEGY DEVELOPMENT PROCESS	87
USE OF HAZARD AND THREAT ASSESSMENT.....	87
CAPABILITIES ASSESSMENT.....	87
HAZARD MITIGATION STRATEGIES AND ACTIONS	95

NATIONAL FLOOD INSURANCE PROGRAM	108
CHAPTER 6 – PLAN MAINTENANCE.....	109
COORDINATING BODY	109
PLAN IMPLEMENTATION	110
PLAN MAINTENANCE PROCESS.....	110
POINT OF CONTACT	112

CHAPTER 1 – INTRODUCTION

PLAN PURPOSE AND AUTHORITY

Hazard events can lead to injuries or death, affect the overall health and safety of a community, damage or destroy public and private property, harm ecosystems, and disrupt key services. Although the hazard event itself often gets the most attention, it is only one part of a larger emergency management cycle.

Emergency planners and responders can take steps during the response, recovery, mitigation, and preparedness phases of the cycle to minimize the harm caused by a disaster. This Local Hazard Mitigation Plan (LHMP) focuses on optimizing the mitigation phase of the cycle. Mitigation involves making a community more resilient so that when hazard events do ultimately occur, the community suffers less damage and can recover more quickly and effectively. It differs from preparedness, which involves advanced planning for how best to respond when a disaster occurs or is imminent. For example, a policy to make homes structurally stronger so they suffer less damage during an earthquake is a mitigation action, while fully equipping emergency shelters to accommodate people who lose their homes in an earthquake is a preparedness action. Some activities may qualify as both.

Like other communities, the City of Stanton (City) could potentially suffer severe harm from hazard events. Although large disasters may cause widespread devastation, even smaller disasters can have substantial effects. The City cannot make itself completely immune to hazard events, but this LHMP can help make the community a safer place to live, work, and visit. This LHMP provides a comprehensive assessment of the threats that the City faces from natural and human-caused hazard events and a coordinated strategy to reduce these threats. It identifies resources and information to help community members, City staff, and local officials understand local threats and make informed decisions. The LHMP can also support increased coordination and collaboration between the City, other public agencies, local employers, service providers, community members, and other key stakeholders.

Federal Authority

The City is not required to prepare an LHMP, but state and federal regulations encourage it. The federal Robert T. Stafford Disaster Relief



KEY TERMS

HAZARD EVENT: AN EMERGENCY DUE TO A NATURAL OR HUMAN-CAUSED EVENT THAT HAS THE POTENTIAL TO CAUSE HARM.

HAZARD MITIGATION: ANY SUSTAINED ACTION OR SET OF ACTIONS TAKEN TO REDUCE OR ELIMINATE IMPACTS TO PEOPLE AND PROPERTY FROM EVENTS ASSOCIATED WITH NATURALLY EXISTING OR HUMAN-CREATED HAZARDS.

RESILIENCE: THE "CAPACITY OF ANY ENTITY—AN INDIVIDUAL, A COMMUNITY, AN ORGANIZATION, OR A NATURAL SYSTEM—TO PREPARE FOR DISRUPTIONS, TO RECOVER FROM SHOCKS AND STRESSES, AND TO ADAPT AND GROW FROM A DISRUPTIVE EXPERIENCE."

and Emergency Act, amended by the Disaster Management Act of 2000, creates a federal framework for local hazard mitigation planning. It states that jurisdictions that wish to be eligible for federal hazard mitigation grant funding must prepare a hazard mitigation plan that meets a specific set of guidelines and submit it to the Federal Emergency Management Agency (FEMA) for review and approval. These guidelines are outlined in the Code of Federal Regulations, Title 44, Part 201, and discussed in greater detail in FEMA's Local Mitigation Plan Review Tool.

State Authority

CALIFORNIA GOVERNMENT CODE SECTIONS 8685.9 AND 65302.6

California Government Code Section 8685.9¹ limits the State of California's share of disaster relief funds paid out to local governments to 75% of the funds not paid for by federal disaster relief efforts except when the jurisdiction has adopted a valid hazard mitigation plan consistent with the Disaster Management Act of 2000. This plan must be incorporated into the hazard mitigation plan in the jurisdiction's general plan. In these cases, the State may cover more than 75% of the remaining disaster relief costs.

All cities and counties in California must prepare a general plan, which must include a safety element that addresses various hazard conditions and other public safety issues. The safety element may be a stand-alone chapter or incorporated into another section, as the community wishes. California Government Code Section 65302.6 indicates that a community may adopt an LHMP into its safety element if the LHMP meets applicable state requirements. This adoption allows communities to use the LHMP to satisfy state requirements for safety elements. As the General Plan is an overarching long-term plan for community growth and development, incorporating the LHMP into it creates a stronger mechanism for implementing the LHMP. This LHMP and future updates will be integrated into the City's General Plan Safety Element.

CALIFORNIA GOVERNMENT CODE SECTION 65302 (g)(4)

California Government Code Section 65302 (g)(4)² requires that the safety element of a community's general plan address the hazards created or exacerbated by climate change. The safety element must identify how climate change is expected to affect the community's hazard conditions and include measures to adapt and be more resilient to these anticipated changes.

Because the LHMP can be incorporated into the safety element, including these items in the LHMP can satisfy the state requirement. SB 379 requires that climate change be addressed in the safety element when the LHMP is updated after January 1, 2017, for communities that already have an LHMP, or by



Local Mitigation Planning Handbook

March 2013



FEMA's Local Mitigation Planning Handbook, last updated in 2013, is one of the key guidance documents for local communities in preparing hazard mitigation plans.

¹ also known as Assembly Bill 2140

² also known as Senate Bill (SB) 379

January 1, 2022, for communities without one. This LHMP is consistent with current standards and regulations, as outlined by the California Office of Emergency Services (Cal OES) and FEMA. It uses the best available science, and its mitigation actions/strategies reflect best practices and community values. It meets the requirements of the current state and federal guidelines and makes the City eligible for all appropriate benefits under state and federal law and practices. Note that while FEMA is responsible for reviewing and certifying this LHMP, and Cal OES is responsible for conducting a preliminary review, it does not grant FEMA or Cal OES any increased role in the governance of the City, nor authorize either agency to take any specific action in the community.

PLAN ORGANIZATION AND USE

The Stanton LHMP is both a reference document and an action plan. It has information and resources to educate readers and decision-makers about hazard events and related issues and a comprehensive strategy that the City and community members can follow to improve resilience in the City. It is divided into the following chapters:

Chapter 1: Introduction. This chapter describes the Plan's background, its goals and objectives, and the process used in its development.

Chapter 2: Community Profile. This chapter discusses Stanton's history, physical setting and land use, demographics, and other important community characteristics.

Chapter 3: Hazard Assessment. This chapter identifies and describes the hazards that pose a threat to Stanton and discusses past and future events and the effects of climate change.

Chapter 4: Vulnerability Assessment. This chapter describes each hazard's threat to Stanton's key facilities and community members, including socially vulnerable individuals.

Chapter 5: Mitigation Strategy. This chapter lists the mitigation actions to reduce Stanton's vulnerability to hazard events and provides an overview of the community's existing capabilities to improve hazard resilience.

Chapter 6: Plan Maintenance. This chapter summarizes implementing, monitoring, and updating the LHMP and opportunities for continued public involvement.

PREVIOUS STANTON LHMP

This is the City of Stanton's first LHMP and opens eligibility, once approved and adopted, to apply for FEMA grants for hazard mitigation projects and monetary relief during emergency situations.

PLAN GOALS

This Plan was developed to broadly increase resilience in Stanton. The following new key goals were developed for the City's 2022 LHMP:

Protect against threats from natural hazards to life, injury, and property damage for Stanton residents and visitors.

Increase public awareness of potential hazard events.

Preserve critical services and functions by protecting key facilities and infrastructure.

Protect natural systems from current and future conditions.

Coordinate mitigation activities among City departments, neighboring jurisdictions, and with federal agencies.

Prepare for long-term changes in hazard regimes.

These goals were designed and voted on by the Hazard Mitigation Planning Committee to reflect Stanton's current priorities. These goals will set the tone for Stanton's first ever LHMP and will help to guide future updates to the plan. Future updates will consider community growth, allow for anticipated new development in the City, changes to City policies, and the evolution of City priorities and goals. These goals also ensure greater consistency with the City's General Plan Safety Element and priorities over the next five years.

PLANNING PROCESS

State and federal guidance for LHMPs does not require that jurisdictions follow a standardized planning process. FEMA encourages communities to create a planning process that reflects local values, goals, and characteristics. FEMA does suggest a general planning process that follows the steps identified below:



For the City of Stanton, the planning process used to create this plan is described below.

Hazard Mitigation Planning Committee

The City established a Hazard Mitigation Planning Committee (hereafter referred to as the Committee). The Committee comprises representatives from key City departments and stakeholder members that include representatives from local and regional agencies and companies that are key to hazard mitigation activities. Stakeholders invited from local agencies and neighboring jurisdictions include Southern

California Edison, Southern California Gas Company, Orange County Public Works, Orange County Emergency Management Division, as well as the neighboring Cities of Garden Grove, Anaheim, Cypress, and Buena Park. All prospective members were invited to the hazard mitigation planning committee via email and/or phone call.

Table 1-1 identifies the members who were invited and attended Committee meetings.

TABLE 1-1: STANTON HAZARD MITIGATION PLANNING COMMITTEE

Name	Title	Department
Jarad Hildenbrand	City Manager	City Manager's Office
Jason Huynh	Management Analyst	City Manager's Office
James Wren	Director	Public Safety
Jose De La Torre	Code Enforcement Officer	Public Safety
Zenia Bobadilla	Director	Community Services
Ashley Cain	Community Service Manager	Community Services
Joseph Ames	Director	Public Works
Scott Jensen	Public Works Manager	Public Works
Michelle Bannigan	Director	Finance
Jennifer Lilley	Director	Community & Economic Development
Aneli Gonzalez	Planning Technician	Community Development (Planning)
Jennifer Zambrano	Permit Technician	Community Development (Building)
Cynthia Guzman	Human Resources Manager	Human Resources and Risk Management
Cruz Alday	Captain	Orange County Sheriff's Dept.
Mike Petro	Division 7 Chief	Orange County Fire Authority
Jeff Cole		Orange County Sheriff's Dept
Bryan Mahon	Battalion Chief: B Shift	Orange County Fire Authority
Aaron Pfannenstiel	LHMP Project Manager	Atlas Planning Solutions
Crystal Stueve	LHMP Planner	Atlas Planning Solutions
Robert Jackson	LHMP Planner	Atlas Planning Solutions

* Denotes invitees that did not attend meetings.

The Committee held three meetings throughout the plan development process to lay out the methods and approach for the Plan, draft and review content, make revisions, and engage members of the public.

Committee Meeting #1 (August 24, 2021): The Committee members confirmed the Committee members' project goals and responsibilities. They revised the community engagement and outreach strategy, confirmed and prioritized the hazards included in the Plan, and identified critical threat assessment facilities.

Committee Meeting #2 (December 1, 2021): Members held a detailed discussion about the hazard prioritization, results of the hazards assessment and mapping, and the risk assessment that showed the areas, populations, and assets facing elevated risk and vulnerability.

Committee Meeting #3 (January 11, 2022): The Committee discussed and reviewed mitigation actions and strategies, made revisions, and assigned priorities.

Invitations to Committee meetings, and agendas/materials, were provided via email. **Appendix A** contains copies of invitations, meeting agendas, sign-in sheets, and other relevant materials distributed for these meetings.

Public Engagement

Under FEMA guidelines, local hazard mitigation planning processes should create opportunities for the public to be involved in plan development—at a minimum, during the initial drafting stage and plan approval. Due to the COVID-19 pandemic in-person, public workshops and meetings were replaced with virtual workshops, meetings, and discussion groups for health and safety reasons. Several key activities pertaining to the LHMP include the following:

Online Engagement

[LetsTalkStanton](#) provides a better look into Stanton’s very first Local Hazard Mitigation Plan (LHMP) project. The site is home to a description of the project and how an LHMP benefits the community, a list of frequently asked questions with links to the answers, as well as access to the Hazard Mitigation Plan Survey available in English, Spanish, and Vietnamese. Using the survey link, the community members of Stanton were able to provide valuable data and personal experiences with natural and human-caused hazards in the City; this data was then used in the drafting the LHMP.

City of Stanton Halloween Festival 2021

On October 30th, 2021, the City held its annual Halloween Festival at Stanton Central Park. The consultant firm Atlas Planning Solutions had the opportunity to set up an information booth introducing the community to Stanton’s first ever Local Hazard Mitigation Plan. Members of the community had the chance to engage with the consultants and learn about the LHMP planning process, the hazards of concern within the city, ask questions, and provide valuable feedback for the hazard mitigation planning committee.

Public Review Draft

On July 19, 2022, the City released a draft copy of the LHMP for public review and comment. The document was posted electronically on the LetsTalkStanton website. The City distributed notifications about the public review draft through social media accounts and other online sources. The Public Review Draft period extended from July 19, 2022, through August 19, 2022.

Plan Revision and Adoption

During the public review period, the City received XX public comments on the plan; however, none of the comments required edits or modifications to the plan content (to be updated upon completion of Public Review period). Following public comment, the City submitted the plan to Cal OES and FEMA, initiating their review process. Upon completing this review process, City staff transmitted the final plan to the City

Council for final adoption. The Stanton City Council adopted the final LHMP on [Month, Day, 2022] (to be updated once officially adopted). **Appendix C** contains a copy of the adoption resolution.

Plan Resources

The City used several different plans, studies, technical reports, datasets, and other resources to prepare the Plan's hazard assessment, mapping, threat assessment, and other components. **Table 1-2** provides some of the primary resources the Committee used to prepare this Plan.

TABLE 1-2: KEY RESOURCES FOR PLANNING DEVELOPMENT

Section	Key Resources Reviewed	Data Incorporated from Resources
Multiple	<ul style="list-style-type: none"> • Cal-Adapt • California Department of Conservation • California Geological Survey • California Office of Emergency Services • California State Hazard Mitigation Plan • City of Stanton General Plan • FEMA Local Hazard Mitigation Plan Guidance • National Oceanic and Atmospheric Administration • National Weather Service • US Geological Survey • US Census Bureau 2013-2017 American Community Survey • Orange County Vulnerability Assessment • Orange County Hazard Mitigation Plan 	<ul style="list-style-type: none"> • Science and background information on different hazard conditions • Records of past disaster events in and around Stanton • Current and anticipated climate conditions in and around Stanton • Projections of future seismic conditions and events
Community Profile	<ul style="list-style-type: none"> • US Census Bureau 2013-2017 American Community Survey • City of Stanton Existing Condition Reports: • Noise and Vibration Existing Conditions Report • Air Quality Existing Conditions Report • Economic and Market Trends Existing Condition Report • Greenhouse Gas Emissions and Climate Change Vulnerability Assessment Existing Conditions Report 	<ul style="list-style-type: none"> • Demographic information for Stanton and Orange County • History of the region • Economic trends in Stanton • Commute patterns in Stanton • Local land-use patterns • Background information on utilities serving Stanton • Current Climate information in Stanton •

	<ul style="list-style-type: none"> • Community Mobility Existing Condition Report • California Energy Commission 	
Hazard Assessment (Flood Hazards, includes Dam Failure)	<ul style="list-style-type: none"> • FEMA Map Service Center • Orange County Flood Control District • Metropolitan Water District of Southern California • US Army Corps of Engineers • California Department of Water Resources 	<ul style="list-style-type: none"> • Records of past flood events in and around Stanton • Locations of flood-prone areas in Stanton • Mapping of dam failure inundation areas • Profiles and conditions of dams in and around Stanton
Hazard Assessment (Human-Caused Hazards)	<ul style="list-style-type: none"> • Global Terrorism Database 	<ul style="list-style-type: none"> • Historical records of terrorism
Hazard Assessment (Hazardous Materials Release)	<ul style="list-style-type: none"> • Department of Toxic Substances and Control • Environmental Protection Agency 	<ul style="list-style-type: none"> • Location and dates of past hazardous materials release • Effects of hazardous materials release
Hazard Assessment (Seismic Hazards)	<ul style="list-style-type: none"> • Southern California Earthquake Data Center • The Third California Earthquake Rupture Forecast (UCERF3) • California Geological Survey 	<ul style="list-style-type: none"> • Location of fault zones • Records of past earthquakes
Hazard Assessment (Severe Weather Hazards)	<ul style="list-style-type: none"> • Cal Adapt • California Department of Water Resources • US Drought Monitor • Western Regional Climate Center • 	<ul style="list-style-type: none"> • Historic drought information • Current drought conditions • Science and background information on extreme weather events • Historical record of extreme weather events in and around Stanton

Note: Sections that are not individually called out in this table relied primarily on sources identified in multiple sections.

CHAPTER 2 – COMMUNITY PROFILE

The Community Profile section of the LHMP describes Stanton, including information about the community's physical setting, history, economy and demographics, current and future land uses, and key infrastructure. The Community Profile helps establish the baseline conditions in Stanton, which inform the development of the hazard mitigation strategies and actions in **Chapter 5**.

SETTING AND LOCATION

Stanton is located in northwestern Orange County and encompasses roughly 3.1 square miles. The population, according to the US Census, in 2019 was 38,377. It is bordered by the cities of Cypress to the west, Anaheim to the north and east, and Garden Grove to the east and south, and several county islands.

The City experiences an average of 278 sunny days per year, compared to a national average of 205 days. There is rarely any recorded snowfall in Stanton, ranking it as one of the least snowy places in California. Stanton experiences roughly 13.3 inches of rain every year, compared to the national average of 38.1 inches per year. The average temperature in Stanton ranges between 70-85°F for most of the year.³



Money Magazine ranked Stanton 42nd on its "Best Places to Live" list in 2006.

Stanton was recently named one of the safest cities to live in California. According to the Safewise database, Stanton was the 46th safest city in California in 2021.⁴ The City has been extremely successful in improving the quality of everyday life for its residents, thanks to the Stanton Redevelopment Agency. This program has been a crucial element in revitalizing the commercial and residential areas of the city. Major new developments have been brought to the City, which promises to sustain the City for years to come.⁵ The City's motto – Community Pride and Forward Vision, is embodied by the work of the Stanton Redevelopment Agency and the work that has been put into making Stanton a better place to live, work, and play.

HISTORY

The area where Stanton is located today began as one of the largest land grants in the history of California, comprising over 300,000 acres of land. This land grant was initially given to Manuel Perez Nieto, granting stewardship over Rancho Los Coyotes and Rancho Los Alamitos. However, the padres of Mission San Gabriel protested the grant, and roughly half of the land Nieto was granted was awarded to the church. Following his death in 1804, the land came under the stewardship of his son Juan Jose Nieto, who eventually sold off a portion of the land called Rancho Los Alamitos (28,000 acres) for \$500 an acre to

³ <https://www.bestplaces.net/climate/city/california/stanton>

⁴ <https://www.safewise.com/blog/safest-cities-california/>

⁵ <https://www.stantonca.gov/community/history.php>

Governor Jose Figueroa. Rancho Los Alamitos eventually came into the possession of Don Able Stearns in 1842, purchased for \$6,000 from the governor.

As the century changed, so did transportation to and from the city (then known as Benedict), with the Pacific Electric Railway beginning operations in the area in 1906. This gave the population a direct line to Los Angeles for business and allowed the Stearns Rancho Corporation to transport buyers to the area. Within several years the train was so busy that two cars were needed to run both ways, and four cars were necessary on the weekends. By 1928, it was a portion of the railway's thousand-mile system which provided a convenient mode of travel throughout Orange and Los Angeles Counties.

In 1911, Benedict changed its name to Stanton. The city was named after former Speaker of the California Assembly, Assemblyman Philip Stanton. Stanton was responsible for blocking the legislation proposed by the City of Anaheim, which would have turned the western area around the city into a sewage farm. This was accomplished by the incorporation of the city in May of 1911. Stanton remained incorporated until 1924, when they "disincorporated" to allow the State to build road infrastructure in the territory, avoiding the costs that the city would have incurred. Following World War II, the Orange County area experienced a population boom, and large swathes of land were being annexed by neighboring cities. To avoid being swallowed up and absorbed, Stanton decided to re-incorporate and voted to incorporate Stanton once again officially on June 4th, 1956.

DEMOGRAPHICS

Race/Ethnicity/Age

The data used in this section comes from the most comprehensive American Community Survey (ACS), administered by the United States Census Bureau (U.S. Census) released in 2019 and the California Department of Finance (DOF). According to the ACS, the 2019 population was estimated to be 38,377, with a median age of 34.9. This median age is 3.2 years younger than the Orange County median age of 38.1. **Table 2-1** identifies the race/ethnicity and age demographics for both the City and Orange County, which indicates that the percentage of senior residents (aged 65 and older) in the City is 2.3 % less than the rest of Orange County. Additionally, a slightly larger proportion of Stanton's residents rent their housing 49.4%, compared to Orange County residents 42.6%.

Stanton, like most surrounding communities, is predominantly a family community. In both Stanton and Orange County, about two-thirds of households are families. At 3.38 persons per household, the average household size in Stanton is higher than the national average and .37 higher than Orange County's average household size of 3.01 persons per household. Both Stanton and the wider region have a similar mix of age groups **Table 2-1**.

In terms of its racial and ethnic composition, Stanton's majority race as a population is Hispanic or Latino at 47.8%. The second-largest population is Asian or Pacific Islander, with 30.1% of all residents. White, non-Hispanics come in as the third-largest population at 18.1%. As an ethnically diverse community, Hispanic or Latino residents comprise the largest ethnic group, followed by White-non-Hispanic, White, Asian, and Black residents **Table 2-1**.

TABLE 2-1: RACE/ETHNICITY AND AGE IN STANTON AND ORANGE COUNTY, 2015-2019

	Stanton		Orange County	
	Number	Share	Number	Share
Race and Ethnicity				
White, non-Hispanic	6,932	18.1%	1,285,855	40.6%
Black or African American, non-Hispanic	439	1.1%	51,269	1.6%
American Indian and Alaska Native alone	265	0.7%	6,116	0.2%
Asian or Pacific Islander, non-Hispanic	11,547	30.1%	651,876	20.6%
Hispanic or Latino	18,341	47.8%	1,078,726	34%
All other races, non-Hispanic	94	0.2%	6,032	0.2%
Two or more races, non-Hispanic	759	2%	88,170	2.8%
Total	38,377	100%	3,168,044	100%
Age				
Under 18	9,802	25%	704,508	22.2%
18 to 24	3,452	10%	295,112	9.4%
25 to 44	11,181	29%	868,512	27.4%
45 to 64	9,293	24%	844,807	26.7%
65 and over	4,649	12%	455,105	14.3%
Total	38,377	100%	3,168,044	100%
Note: Percentage values are rounded to the nearest tenth decimal.				
Sources: American Community Survey, 2015-2019				

Language

The City has a range of non-English languages spoken at home among its residents, with varying proficiency levels. Generally, Spanish, and Asian languages are the second most-spoken languages in Stanton. **Table 2-2** shows the most widely spoken languages in the home other than English and in what percentage.

TABLE 2-2: LANGUAGES OTHER THAN ENGLISH SPOKEN AT HOME

Language	Percentage of Limited-English Population
Spanish	41%
Asian and Pacific Islander languages	24.7%
Other Indo-European Languages	1.3%
Total Limited-English Population	10,988

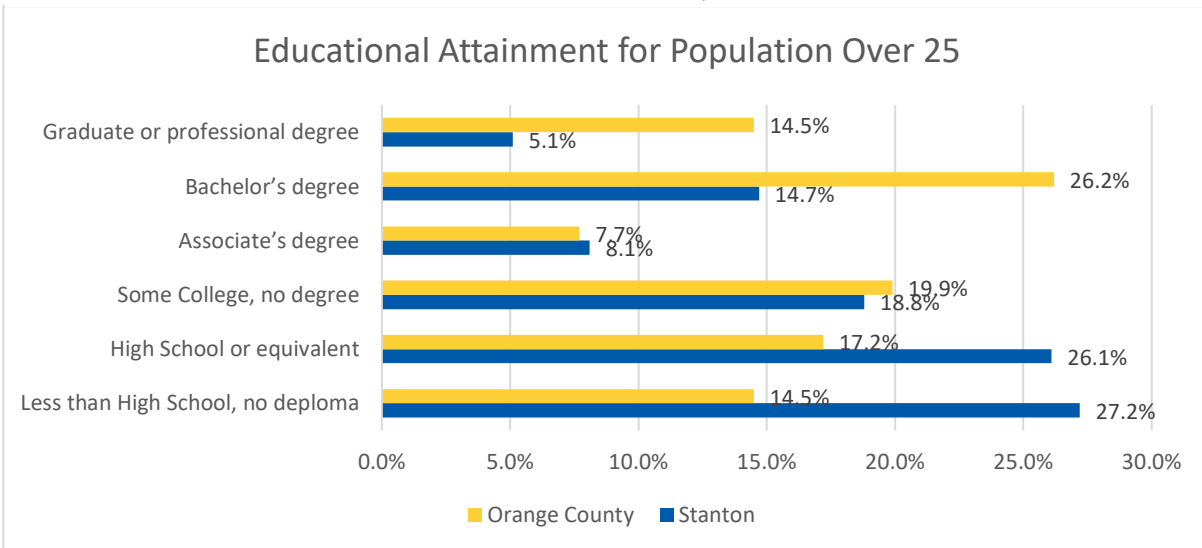
Source: American Community Survey, 2015-2019

*Note: This is a snapshot of those who speak a non-English language; therefore, these percentages will not add up to 100%.

Education

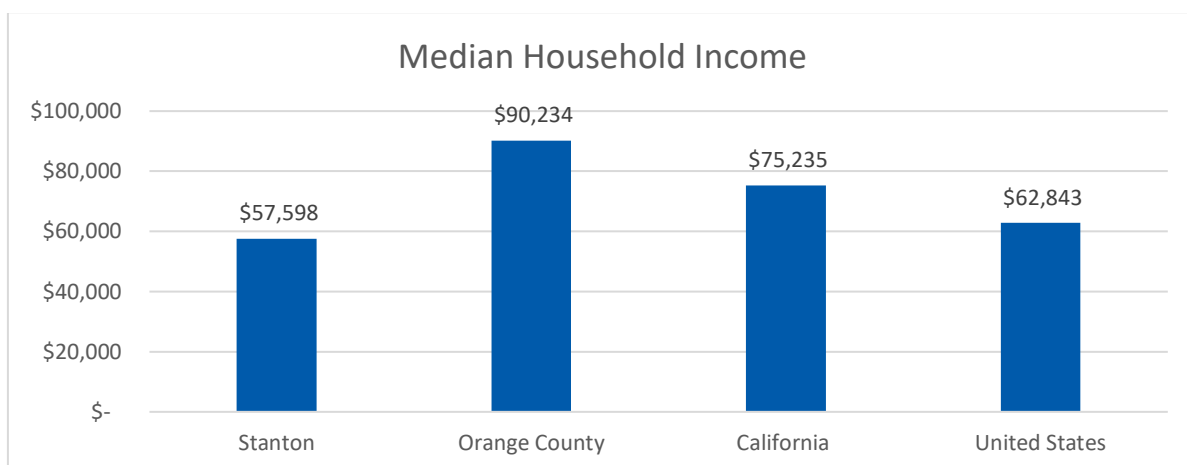
Stanton's residents have lower educational attainment levels and lower incomes than Orange County. Approximately 20% of Stanton residents have bachelor's degrees or above, compared with 40% in Orange County (**Figure 2-1**). The City's median household income is approximately \$32,000 lower than incomes throughout Orange County (**Figure 2-2**).

FIGURE 2-1: EDUCATIONAL ATTAINMENT FOR POPULATION OVER 25 YEARS OF AGE IN STANTON AND THE ORANGE COUNTY, 2015-2019



Source: U.S. Census American Community Survey, 2015-2019

FIGURE 2-2: MEDIAN HOUSEHOLD INCOME IN STANTON AND THE ORANGE COUNTY, 2015-2019



Sources: U.S. Census American Community Survey, 2015-2019

ECONOMY AND COMMUTE PATTERNS

Employment and commute patterns of Stanton residents and employees within the City focus on where jobs are located and where employees travel to and from for work. Commute patterns rely on the match between residents' jobs and skill levels and the job opportunities currently found in Stanton. Prior to the COVID-19 pandemic, Stanton had approximately 7,800 jobs and 17,200 employed residents. As illustrated in **Table 2-3**, meaning the City had a ratio of 0.45 jobs per employed resident (prior to COVID-19), though only 518 (6.6%) of residents both lived and worked in Stanton. This means the City is supplying jobs primarily to employees from outside of the City, and that most residents commute outside of the City for work.

TABLE 2-3: STANTON EMPLOYMENT OVERVIEW*

Jobs located in Stanton	7,812
Employed Residents in Stanton	17,186
Jobs / Employed Resident	0.45
Share of Residents also Working in Stanton	518 (3%)
<small>*Note: Currently employed residents over the age of 25. Sources: U.S. Census Longitudinal Employer-Household Dynamics, 2019</small>	

The five largest employers within the City are Rowntree Gardens, The Home Depot, Super King Market, CR Transfer Inc., and Great Scott Tree Service (**Table 2-4**). These employers account for approximately 11% of the total jobs located within the City.



Rowntree Gardens is the largest employer within Stanton

Before the stay-at-home measures, 97% of resident workers commuted to nearby communities or employment centers, primarily in Anaheim, Irvine, Los Angeles, and Santa Ana. The majority of employees not living in Stanton commute from Anaheim, Garden Grove, Santa Ana, Los Angeles, and Buena Park. While these commute patterns identify the past commute trends, the effects of COVID-19 reduced commute volumes; however, it is not clear if these changes are temporary or a more lasting shift as remote working continues.

TABLE 2-4: LARGEST EMPLOYERS IN STANTON AS OF 2021

Employer	Number of Employees	Percentage of Employment Located in Stanton*
Rowntree Gardens	334	4.3%
The Home Depot	165	2.1%
Super King Market	128	1.6%
CR Transfer Inc.	122	1.6%
Great Scott Tree Service	122	1.6%

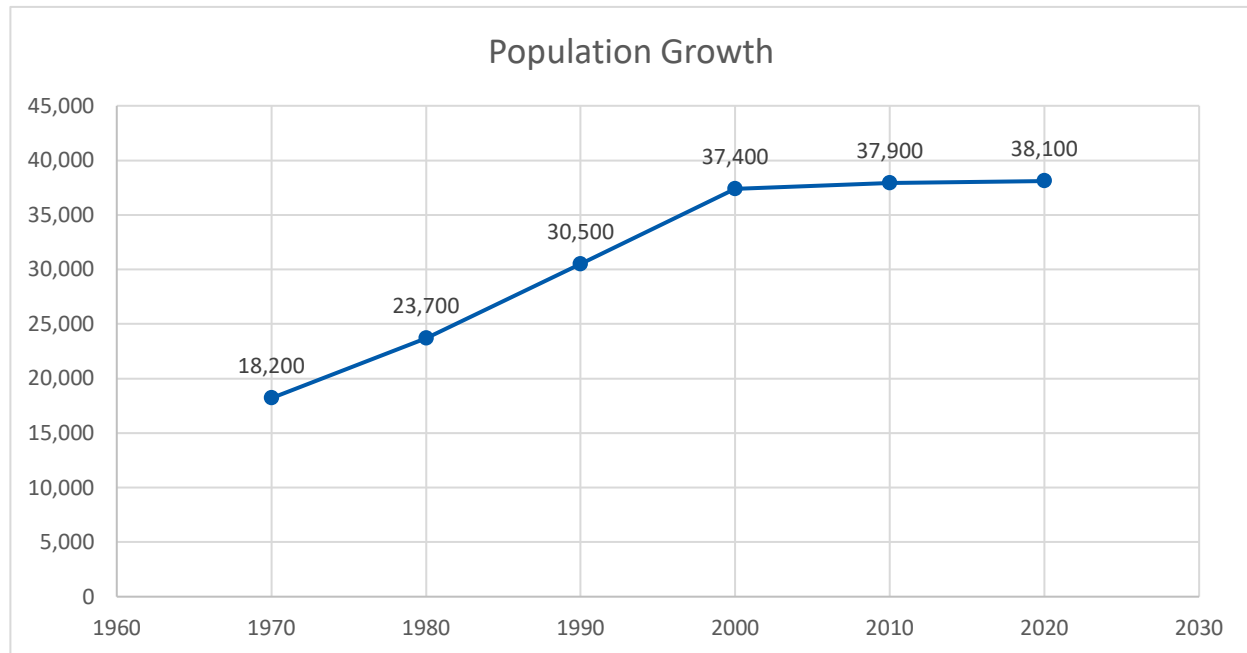
Source: City of Stanton, Comprehensive Annual Financial Report for FY Ending June 30, 2021.

*Totals rounded to nearest tenth percentage

DEVELOPMENT TRENDS

Stanton is located within a dense part of central Orange County that has experienced significant growth and development over the past 50 years. During this period, population growth has accounted for nearly 20,000 new residents. Since the early 2000s, the population has grown by approximately 700. **Figure 2-3** shows population growth for the City between 1970 through 2020.

FIGURE 2-3: POPULATION GROWTH OF STANTON, 1970 TO 2020



Source: [World Population Review, Stanton CA](#)

According to the 2021-2029 City of Stanton Housing Element Update, the City has a state housing development requirement of 1,231 units as identified by the Southern California Association of Governments (SCAG) and its required Regional Housing Needs Allocation (RHNA) for 2021 through 2029 (**Table 2-5**). The goal of the RHNA is to ensure a fair distribution of housing needs among the SCAG region so that every community provides a mix of housing for all economic segments. The City's progress to date includes 540 units that have been constructed, are under construction or have received building permits since June 30, 2021. The City also has an additional 413 units that have been approved/entitled. Stanton has 282 units remaining to be accommodated and according to the report, can be adequately accommodated.⁶ For an in-depth breakdown of Stanton's RHNA requirement, please see *section 5, Resources*, of the [Stanton 2021-2029 Housing Element Background Report](#) of the General Plan.

⁶ [City of Stanton 2021-2029 Housing Element Background Report](#).

TABLE 2-5: CITY OF STANTON REGIONAL HOUSING NEEDS ALLOCATION (RHNA) 2021-2029

Income Group	Total Housing Units Allocated	Percentage of Units
Extremely/Very Low	165	13%
Low	145	12%
Moderate	231	19%
Above Moderate	690	56%
Total	1,231	100%

Source: City of Stanton 2021-2029 Housing Element Background Report

INFRASTRUCTURE ASSESSMENT

Infrastructure plays a vital role in mitigating the effects of hazard events. When infrastructure fails, it can exacerbate the effects of a hazard event or create complications for rescue workers trying to reach victims. For example, fallen utility poles resulting from strong winds or seismic activity can obstruct roadways and prevent emergency vehicles from reaching affected areas. The following are Stanton's electrical, gas, water and wastewater, and infrastructure transportation networks.

Electricity

Stanton receives its electrical supply from Southern California Edison (SCE). There is one substation located within the City, the Barre Substation (three additional substations are located just outside of the city limits in Anaheim, Garden Grove, and Westminster), as well as a peaker plant to provide additional power when demand exceeds normal thresholds, all of which connect the 220kV and 66kV powerlines that run east to west and north to south.⁷ These lines bring power to Stanton and the surrounding cities and connect to other regional power sources. These connections help Stanton access auxiliary electricity sources should any of its immediate infrastructure fail. However, should the power grid experience a more substantial regional failure, this could disrupt power transmission to Stanton for an extended period until power is restored.

Public Safety Power Shutoff

The State's investor-owned utilities have general authority to shut off the electric power to protect public safety under California law. Utilities exercise this authority during severe wildfire threat conditions as a last resort preventative measure through Public Safety Power Shutoffs (PSPS)⁸, which were first implemented in 2018. These incidents typically occur during high fire threat conditions (i.e., dry conditions and strong winds) and may affect communities located far away from any actively occurring fires. Stanton is far removed from the cities where these PSPS circuits are located; however, residents and businesses could experience the impacts of these events if a larger regional event should occur.

Natural Gas

The Southern California Gas Company (SoCalGas) provides natural gas to Stanton and surrounding jurisdictions. To ensure sufficient transmission of natural gas throughout the region, SoCalGas owns and

⁷ California Energy Commission (CEC), <https://www.arcgis.com/home/webmap/viewer.html?useExisting=1>

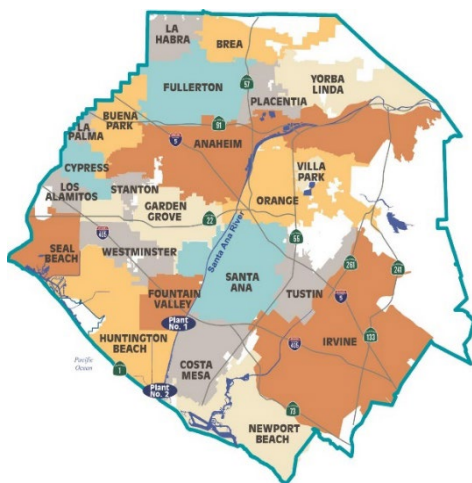
⁸ California Public Utilities Commission. 2020. Public Safety Power Shutoff information. <https://www.cpuc.ca.gov/wildfiresinfo/>

operates transmission lines throughout Orange County. These main pipelines run east to west to the north and the south of the city. If these lines are damaged, there is a potential to interrupt the flow and delivery of natural gas throughout the City and region. Additionally, natural gas ignites very easily. Any rupture in a transmission line could cause additional damage to properties in the vicinity of the leak due to fire from the escaped natural gas. The presence of this infrastructure creates unique challenges for the City from an emergency management perspective. The inclusion of hazards associated with damage to this infrastructure is an important element of an effective response to future incidents involving natural gas use and transmission.⁹

Water Service and Wastewater Treatment

Golden State Water Company provides water in Stanton (GSWC), West Orange County System (WOCS), and the service area covers the entire City boundary. Water supplies provided by WOCS are a mixture of local groundwater and imported water. Groundwater supplies are sourced from the Orange County Groundwater Basin and its 21 county wells. The local county wells have historically provided 85% of the water supply used by WOCS; the imported water is sourced and purchased from the Colorado River Aqueduct and State Water Project via the Metropolitan Water District of Southern California. GSWC has over 200 groundwater wells in its service area throughout the state.

The wastewater treatment for the city of Stanton is provided by the Orange County Sanitation District (OCSD). OCSD is a public agency that provides wastewater collection, treatment, and disposal services for approximately 2.6 million people in central and northwest Orange County. OCSD is a special district governed by a Board of Directors consisting of 25 board members appointed from 20 cities, 2 sanitary districts, 2 water districts, and 1 representative from the Orange County Board of Supervisors. OCSD has



Orange County Sanitation District Service Area. [OC San Map](#)

two operating facilities that treat wastewater from residential, commercial, and industrial sources. OCSD has two treatment plants serving the city of Stanton: Reclamation Plant No. 1 in Fountain Valley and Treatment Plan No. 2 in Huntington Beach. Average flows for Reclamation Plant No. 1 and Treatment Plan No. 2 are 81 million gallons per day (mgd) and 151 mgd, respectively. The combined average flow is 232 mgd. The Public Works Department's Sewer Maintenance Program maintains and operates the sanitary sewer collection system. The Sewer Maintenance Program practices preventative maintenance activities such as continual monitoring and maintenance of the entire system and hydraulic cleaning of the main lines. In addition, the city now operates the portions of the city's sewer system that was previously operated by Orange County Water District and the Garden Grove Sanitation

District.¹⁰

⁹ City of Stanton, https://www.stantonca.gov/community/moving_to_stanton/index.php

¹⁰ City of Stanton General Plan 5-8, [Water and Wastewater](#)

Transportation System and Context

The City of Stanton has convenient access to local and regional transportation facilities, including freeways, arterial roadways, and access to Metrolink commuter rail connections in nearby neighboring cities Buena Park and Anaheim. The five major freeways surrounding the City include Interstates 5 and 605, CA State Routes 22, 39, and 91. Interstate 5 (I-5) is east of the City (about 3.5-4 miles), connecting Los Angeles County to the northwest and San Diego County to the southeast, with the SR-91 north of the city. Interstate 605 (I-605) runs west of the city (about 4.5 - 5 miles) and provides access to Los Angeles County; it also intersects with both SR-22 and SR-91. SR-22 is directly south of the city at the most southern part of the city limits. SR-39, also known as Beach Blvd, bisects the City connecting SR-22 to SR-91, serving as the primary north/south route through the City. Finally, SR-91 lies about 3 miles north of the City and is easily accessible from SR-39 Beach Blvd and provides a direct route to the Inland Empire and Riverside County. Stanton is located between Cypress to the west, Anaheim to the north and east, and Garden Grove to the east and south.

Public transportation via fixed-route bus services is provided by the Orange County Transportation Authority (OCTA) bus service, which is the public transportation agency in Orange County. OCTA operates five bus routes within the City which connect Stanton to the surrounding cities of Fullerton, Huntington Beach, Brea, Long Beach, Orange, and Garden Grove. OCTA also provides a service called OCTA Access Transportation for seniors and others who cannot use the fixed-route bus services on their own. They will provide transportation to and from medical appointments, shopping, and even social visits. The ride program is organized by registering with OCTA or the Stanton Parks and Recreation Services and scheduling the ride.

CHAPTER 3 – HAZARD ASSESSMENT

This chapter discusses the types of hazards that might reasonably occur in Stanton. It describes these hazards and how they are measured, locations in Stanton where they may occur, a history of these hazards in and around Stanton, and the future risk they pose. The discussion of future risks includes any changes to the frequency, intensity, and/or location of these hazards due to climate change. This chapter also discusses how the Hazard Mitigation Planning Committee (HMPC) selected and prioritized this plan's hazards.

HAZARD IDENTIFICATION

FEMA guidance identifies several hazards that communities should evaluate for inclusion in a hazard mitigation plan. Communities may also consider additional hazards for their plans. The HMPC reviewed an extensive list of hazards and excluded those that do not pose a threat to Stanton. **Table 3-1** lists the hazards considered and explains the reasoning for inclusion/exclusion. For context, this table also shows if a hazard is recommended for consideration by FEMA, if it is included in the 2018 California State Hazard Mitigation Plan (SHMP), and if it is included in the Orange County Hazard Mitigation Plan (OC HMP).

TABLE 3-1: HAZARD EVALUATION FOR STANTON LHMP

Hazard	Recommended for Consideration	Included in LHMP?	Reason for Inclusion or Exclusion
Agricultural Pests	SHMP	No	While agricultural uses were a key element of the City when it was first developed, the City no longer contains a significant amount of these resources that could be vulnerable to agricultural pests.
Air Pollution	SHMP	No	Air pollution is a state and regional issue addressed through plans and regulations administered by the South Coast Air Quality Management District and/or California Air Resources Board. Although air quality is a concern of the City, Stanton has no authority to mitigate air pollution.
Aircraft Incident	SHMP	No	The City is located near the Long Beach Airport and John Wayne Airport. Given the lack of past incidents associated with aircraft, the HMPC determined this hazard should not be included in the plan.
Aquatic Invasive Species	SHMP	No	There are no major bodies of water in Stanton where aquatic invasive species could endanger the community.
Avalanche	FEMA guidance SHMP	No	Stanton is not located within potential avalanche zones.
Civil Disturbance or Riot	SHMP	No	The City of Stanton has no real history of civil disturbances or riots in its past. The HMPC felt this was not a concern for the city.

Climate Change	SHMP OC HMP	Yes	Climate change is a concern of the HMPC, which is discussed as a function of each relevant hazard and is mentioned throughout the LHMP.
Coastal Flooding and Storm	FEMA guidance SHMP	No	Stanton is not located along the coast of California. Coastal flooding and storms are not anticipated to impact the community.
Cyber Threats	SHMP	Yes	With the increase in cyber threats occurring throughout California and the nation, the HMPC considers them serious, requiring evaluation within the LHMP.
Dam Failure / Inundation	FEMA guidance SHMP SBC HMP	Yes	Given the potential for the complete failure of Prado Dam and the inundation that could impact the community, the HMPC identified dam failure/inundation as a hazard of concern.
Drought	SHMP OC HMP	Yes	The HMPC identified droughts as a recurring and potentially severe hazard in Stanton.
Energy Shortage	SHMP	No	Southern California Edison serves as the electrical utility provider for Stanton, which is outside of the City's control. While energy shortage is a concern for the City and State, the HMPC did not identify this hazard as a concern that should be included in the LHMP. A discussion of Public Safety Power Shutoff concerns is included in this plan as it is closely related to Severe Weather and Wildfires which occur in the region.
Epidemic, Pandemic, Vector-Borne Disease	SHMP	No	Stanton is in Orange County, which has experienced several regional and global health-related incidents in the past. The City supports the County Department of Public Health as the jurisdictional agency for public health emergencies. The City will continue to work closely and seek guidance from County, State, and Federal partners to combat these types of hazard events. Therefore, it was not deemed a hazard that should be addressed in the LHMP. However, public health emergencies are an issue that is included in the City's emergency management planning efforts.
Erosion	FEMA guidance SHMP	No	Erosion was not identified as an issue within the City that should be addressed in the LHMP.
Expansive Soil	FEMA guidance	No	Expansive soils were not identified as an issue within the City that should be addressed in the LHMP. The City requires compliance with the California Building Code and site-specific geotechnical report, which is equipped to mitigate issues associated with expansive soils.
Extreme Cold	FEMA guidance SHMP	No	Temperatures in Stanton do not fall to a level that would be considered a danger to public safety.

Extreme Heat	FEMA guidance SHMP	Yes	Extreme heat has occurred in Stanton and is expected to be an increasingly recurring issue due to climate change. As a result, this hazard was included in the LHMP.
Fault Rupture	FEMA guidance SHMP OC HMP	No	The City contains no known Alquist-Priolo Special Study Zones. Several regional Alquist-Priolo faults are located near the City and could cause powerful seismic hazards should an earthquake occur along one of them. Given that no faults are located within the City, this seismic hazard was not identified as a concern to the City.
Flooding	FEMA guidance SHMP OC HMP	Yes	Several dams and basins are located within the region, and the entire City is located within FEMA-designated flood hazard zones. Significant flooding events have occurred in the past, which have affected properties. Given the proximity to the Santa Ana River watershed and Prado Dam, flooding is still a key concern within the City.
Fracking	SHMP	No	Fracking does not occur in Stanton.
Hail	FEMA guidance	No	Hail that is severe enough to pose a threat to people and property is too rare in Stanton to be included.
Hazardous Materials release	SHMP OC HMP	Yes	The presence of hazardous material use, storage, manufacturing, disposing, and transport was identified as a concern for the HMPC. Several major roadways, freeways, and rail lines transecting the City allow for transporting these materials that could endanger the community if a release into the environment were to occur.
Hurricane	FEMA guidance SHMP	No	Hurricanes do not occur in Stanton.
Infrastructure Failure	SHMP	No	Infrastructure failure can pose a threat to people and property in Stanton. A discussion of infrastructure failure is discussed as a function of other hazards, where applicable.
Earthquake Induced Landslide	FEMA guidance SHMP	No	There are not areas within the City of Stanton considered to have a high potential for earthquake-induced landslides. As a result, this hazard is not included in the LHMP.
Levee Failure	SHMP	No	The HMPC did not identify levee failure as a hazard of concern.
Lightning	FEMA guidance	No	Although lightning occasionally occurs in Stanton, it does not pose a significant threat to people or property.
Liquefaction	FEMA guidance SHMP	Yes	Small portions of the City are located within potential liquefaction areas, identifying a concern of the HMPC. This hazard has been included as part of the Seismic Hazards profile.

Methane-containing Soils		No	The City does not have methane-containing soils that pose a threat to residents' and businesses' public health and safety.
Natural Gas Pipeline Hazards	SHMP	No	Natural gas pipelines exist within the City and could pose a danger to people and property if they were to breach and release their contents into the community. They were not identified as a hazard of concern by the HMPC.
Oil Spills	SHMP	No	There is no history of oil drilling and extraction within the City. Based on this, the HMPC did not think this hazard needed to be addressed.
Power Failure		Yes	Power failure was identified as a key hazard of concern by the HMPC, the LHMP does discuss Public Safety Power Shutoff concerns within the LHMP.
Radiological Accidents	SHMP	No	There are no known significant radiation sources in Stanton or the immediate surrounding area that could pose a severe threat to the community.
Sea-level Rise	FEMA guidance SHMP	No	Stanton is not located along the State's coastal portions where sea-level rise is a concern.
Seiche	FEMA guidance SHMP	No	There are no major bodies of water in Stanton that could be subjected to seiche.
Seismic Shaking	FEMA guidance SHMP OC HMP	Yes	Stanton is in a seismically active area; several major fault lines run within and around the City, where shaking can be severe enough to damage property or cause loss of life. For this reason, the HMPC determined it should be addressed in this Plan as a primary concern.
Severe Wind	FEMA guidance	No	Severe wind is a common occurrence within the Southern California. Severe wind events typically occur during Santa Ana wind conditions. However, the HMPC felt it is not a concern in Stanton and not included in the LHMP.
Severe Weather	FEMA guidance SHMP OC HMP	No	Severe Weather includes discussions regarding extreme heat, drought, and severe wind which are weather-related hazards most common in Southern California. Extreme heat and drought are both covered in separate profiles.
Storm Surge	FEMA guidance	No	Stanton is not a coastal community where storm surge is a concern.
Subsidence	FEMA guidance	No	Subsidence is not a significant concern identified by the HMPC.
Mass-Casualty Incident (Terrorism)	SHMP	No	While the HMPC acknowledged the threat this can pose to the city, due to the lack of past historical events in Stanton, this was not deemed a hazard of concern for the LHMP.
Thunderstorm	SHMP	No	Thunderstorms that cause damage and endanger public safety are rare in the Southern

			California region and were not identified by the HMPC.
Tornadoes	FEMA guidance SHMP	No	No tornadoes are known to have ever occurred in Stanton.
Transportation Accidents	SHMP	No	While transportation accidents can occur within the City, this hazard was not identified as a key hazard of HPMC concern.
Tree Mortality	SHMP	No	The HMPC noted that the City's trees are a potential asset at risk; however, tree mortality was not identified as a hazard of concern for the City.
Tsunami	FEMA guidance SHMP	No	Stanton is not a coastal community.
Urban Fire	SHMP OC HMP	Yes	The HMPC identified urban fires as a risk to property and life in Stanton. A discussion of this topic is included in the wildfire section of the document.
Volcano	SHMP SBC HMP	No	There are no volcanoes near Stanton to pose a valid threat.
Wildfire	FEMA guidance SHMP OC HMP	No	The HMPC did not identify wildfire as a major threat to the City and is not included in the LHMP.

After hazard evaluation and the organizational changes made by the Committee, this Plan discussed the following hazards in detail; if the targeted hazard has a sub-category, they are listed in parenthesis:

- **Seismic Hazards (Seismic Shaking, Liquefaction)**
- **Power Failure**
- **Drought**
- **Extreme Heat**
- **Flooding**
- **Hazardous Materials Release**
- **Urban Fire**
- **Dam Failure**
- **Climate Change (Discussed in all Relevant Hazards)**

HAZARD SCORING AND PRIORITIZATION

The Committee followed FEMA guidance for hazard mitigation plans and prioritized each of the 11 hazards. The initial step assigned a score of 1 to 4 for each of the 10 hazards. The four criteria were as follows:

Probability: The likelihood that the hazard event will occur in Stanton in the future

Location: The size of the area that the hazard event would affect

Maximum probable extent: The severity of the direct damage of the hazard event to Stanton

Secondary impacts: The severity of indirect damage of the hazard event to Stanton

The Committee assigned a weighting value to each criterion, giving a higher weight to the criteria deemed more critical, and multiplied the score for each criterion by weighing the factor in determining each criterion's overall score. FEMA recommended the weighting values as follows:

- **Probability: 2.0**
- **Location: 0.8**
- **Maximum probable extent: 0.7**
- **Secondary impacts: 0.5**

Table 3-2 shows the Criterion Scoring used to assign a score for each criterion.

TABLE 3-2: CRITERION SCORING

Probability		Maximum Probably Extent (Primary Impact)	
The estimated likelihood of occurrence based on historical data		The anticipated damage to a typical structure in the community	
Probability	Score	Impact	Score
Unlikely—less than a 1 percent chance each year	1	Weak—little to no damage	1
Occasional—a 1 to 10 percent chance each year	2	Moderate—some damage, loss of service for days	2
Likely—a 10 to 90 percent chance each year	3	Severe—devastating damage, loss of service for months	3
Highly likely—more than a 90 percent chance each year	4	Extreme—catastrophic damage, uninhabitable conditions	4
Location		Secondary Impact	
The projected area of the community affected by the hazard		The estimated secondary impacts to the community at large	
Affected Area	Score	Impact	Score
Negligible—affects less than 10 percent of the planning area.	1	Negligible—no loss of function, downtime, and/or evacuations	1
Limited—affects 10 to 25 percent of the planning area.	2	Limited—minimal loss of functions, downtime, and/or evacuations	2
Significant—affects 25 to 75 percent of the planning area.	3	Moderate—some loss of functions, downtime, and/or evacuations	3
Extensive—affects more than 75 percent of the planning area.	4	High—major loss of functions, downtime, and/or evacuations	4

After calculating each hazard's total impact score (sum of the location, maximum probable extent, and the secondary impact), FEMA guidance recommends multiplying the total impact score by the overall probability of determining each hazard's final score. A final score between 0 and 12 is considered a low-threat hazard, 12.1 to 42 is a medium-threat hazard, and a score above 42 is considered a high-threat hazard. This final score determines the prioritization of the hazards.

Table 3-3 shows each hazard's individual criterion scores, final score, and threat level based on the above prioritization process.

TABLE 3-3: INDIVIDUAL CRITERION SCORES FOR THE STANTON HMPC

Hazard Type*	Probability	Impact			Total Score	Hazard Planning Consideration
		LOCATION	PRIMARY IMPACT	SECONDARY IMPACTS		
Seismic Hazards ¹	4	4	4	4	64.00	High
Power Failure	4	2	2	3	36.00	Medium
Drought	3	4	2	2	33.60	Medium
Extreme Heat	3	4	2	2	33.60	Medium
Flooding	3	2	2	3	27.00	Medium
Haz Mat Release	3	2	2	3	27.00	Medium
Urban Fire	3	2	2	2	24.00	Medium
Dam Failure	1	4	4	4	16.00	Medium

* Climate Change considerations are discussed as part of each Hazard Profile identified in this table.

¹ Seismic Hazard includes: Seismic Shaking, Liquefaction

HAZARD PROFILES

The following hazard profiles below discuss the key hazards of concern identified by the HMPC. These profiles include a description of the hazard, discussion of the location, magnitude/severity (extent) of potential events, historical occurrences, and potential for future events. In addition, each profile includes a discussion of climate change considerations.



Seismic Hazards

A seismic event is the result of the movement of tectonic plates beneath the Earth's surface.

Tectonic plates are the large

geologic formations upon which the Earth's crust rests. Shifting in Earth's molten rock causes the plates to move alongside boundaries called "faults." The movement of the tectonic plates is a gradual process that occurs at an annual rate of approximately one to five inches. As the plates move past each other certain sections of the plates can become stuck to the other plate, locking the plates in place even though the plate's kinetic energy is still pushing it forward. This creates a buildup of tension released into the crust once the plates dislodge from each other. The sudden discharge of energy into the crust is felt as shaking on the surface and can lead to rupturing of land that sits on top of fault lines, liquefaction in areas with wet soil, or landslides in hilly or mountainous areas.

Earthquakes are high-priority hazards because they are likely to happen, affect a wide area, and can be very damaging. Source Image: from Jonathan Nourok.

While no Alquist-Priolo fault zones run directly through Stanton, several regional Alquist-Priolo faults near the City could cause powerful seismic hazards should an earthquake occur along one of them. Seismic hazards that are likely to occur in Stanton include liquefaction and seismic shaking.

DESCRIPTION

Seismic shaking: Seismic shaking is the shaking felt on the surface caused by an earthquake. In most cases, earthquakes are not powerful enough for the shaking to be felt. However, particularly powerful earthquakes can generate significant shaking, causing widespread destruction resulting in property damage.

Liquefaction: Liquefaction occurs when seismic energy shakes an area with low-density, fine grain soil, like sand or silt, that is also saturated with water. When the shaking motion reaches these areas, it can cause these loosely packed soils to suddenly compact, making the waterlogged sediment behave more like a liquid than solid ground. During liquefaction events, the liquified soil can lose most of its stability which can cause damage to buildings and infrastructure built upon it. In severe cases, some buildings may completely collapse. Pipelines or other utility lines running through a liquefaction zone can be breached during a liquefaction event, potentially leading to flooding or the release of hazardous materials.

LOCATION AND EXTENT

Seismic Shaking: The intensity of seismic shaking occurs in relation to the amount of energy discharged by the seismic event, which is dictated by the length and depth of the fault. The longer and nearer the surface the fault rupture is, the greater the seismic shaking. In most cases, areas nearest to the fault ruptures experience the greatest seismic shaking, while areas that are more distant experience less shaking. Seismic shaking can damage or destroy structures leading to partial or even total collapse. The shaking of the ground can also damage or destroy underground utilities or pipelines, potentially leading to releases of hazardous materials and flooding if water lines are breached.



Seismic shaking primarily affects unreinforced masonry buildings, as seen here with this Long Beach middle school damaged by the 1933 Long Beach earthquake. Image from Los Angeles Times.

Southern California is a highly seismic area because of the major faults that run through the region and is subject to experiencing seismic shaking. The intensity of seismic shaking is usually measured with the Modified Mercalli Intensity (MMI) scale, which is based on the amount of observed damage. The MMI scale has replaced the Richter scale, which is no longer used since it loses effectiveness when measuring larger earthquakes. Since the degree of shaking, and consequently damage, generally decreases as the seismic energy travels further away from the fault rupture's point of origin, different sections of a city or region can report different MMI measurements in different locations. Given Stanton's small size, however, it is unlikely that different sections of the City would report different MMI measurements, but it is more likely that Stanton would report a different MMI measurement than a distant city in Orange County that was closer to a potential fault rupture. The MMI scale uses Roman numerals on a 12-point scale to measure each degree of shaking intensity. **Table 3-4** shows the MMI scale.

TABLE 3-4: MODIFIED MERCALLI INTENSITY SCALE

Moment Magnitude	Intensity	Category	Description
1.0M - 2.9M	I	Instrumental	Felt only by a very few people, under especially favorable conditions.
3.0M - 3.9M	II	Feeble	Felt only by a few people at rest, especially on the upper floors of buildings.
	III	Slight	Noticeable by people indoors, especially on upper floors, but not always recognized as an earthquake.
4.0M - 4.9M	IV	Moderate	Felt by many indoors and by some outdoors. Sleeping people may be awakened. Dishes, windows, and doors are disturbed
	V	Slightly Strong	Felt by nearly everyone, and many sleeping people are awakened. Some dishes and windows broken, and unstable objects overturned.
5.0M - 5.9M	VI	Strong	Felt by everyone. Some heavy furniture is moved, and there is slight damage.
	VII	Very Strong	Negligible damage in well-built buildings, slight to moderate damage in ordinary buildings, and considerable damage in poorly built buildings.
6.0M - 6.9M	VIII	Destructive	Slight damage in well-built buildings, considerable damage and partial collapse in ordinary buildings, and great damage in poorly built buildings.
	IX	Ruinous	Considerable damage in specially designed structures. Great damage and partial collapse in substantial buildings, and buildings are shifted off foundations.
7.0M and higher	X	Disastrous	Most foundations and buildings with masonry or frames are destroyed, along with some well-built wood structures. Rail lines are bent
	XI	Very Disastrous	Most or all masonry structures are destroyed, along with bridges. Rail lines are greatly bent.
	XII	Catastrophic	Damage is total. The lines of sight are distorted, and objects are thrown into the air.

Source: United States Geological Survey. 2019. The Modified Mercalli Intensity Scale. <https://earthquake.usgs.gov/learn/topics/mercalli.php>

Another scale for measuring seismic shaking is the moment magnitude scale (MMS, denoted Mw or simply M). The MMS measures the energy released by the fault rupture beginning at 1.0 and increasing as the earthquake's energy grows. The MMS is a logarithmic scale, meaning that the difference between numbers on the scale multiplies as they increase. An earthquake with 5.0 M is approximately 1.4 times greater than 4.9 M, 32 times greater than 4.0 M, and 1,000 times greater than 3.0 M.

Seismic shaking can also be measured in relationship to the force of Earth's gravity (g), or percent g. This method is useful for geographically displaying areas of seismic shaking potential. Percent g is computed by determining the acceleration of the earthquake's motion relative to the force of gravity. The acceleration of gravity is 980 centimeters per second, so if, for example, an earthquake's acceleration is measured at 765 centimeters per second, the shaking is modeled as 765/980, or .781 g (78.1% g). **Figure 3-1** shows the predicted intensity of seismic shaking in Stanton using percent g.

Liquefaction: Soils must be saturated with water for liquefaction to occur. Areas with high water tables generally have saturated soil since the distance between the shallowest aquifer and the surface is minimal. Areas with alluvial soils—soft sands, silts, and clays—are also susceptible to liquefaction as these soils are fine grain and generally do not bond together well. Liquefaction events do not have a scale of measurement; however, other factors can be used to assess the extent of damage associated with a liquefaction event, such as:

- Soil type
- Strength of seismic shaking around liquefaction
- Size of the affected area
- Degree of destruction because of the liquefaction



Car fully submerged due to the Canterbury earthquakes that cause liquefaction on February 23, 2011, in Christchurch New Zealand. (Credit: nz raw)

According to the California Department of Conservation Division on Mines and Geology, the entire City of Stanton is in a liquefaction hazard zone which is consistent with other northwestern Orange County cities, including Cypress, Los Alamitos, Seal Beach, and La Palma. This is due to nearly all the area's soil consisting of sandy alluvial soil, sandy loams, and the high-water table.¹¹ The Orange County Shallow Aquifer is located 30 to 40 feet underneath Stanton's surface.¹² **Figure 3-2** shows the liquefaction zones in Stanton as designated by Stanton's General Plan.

¹¹ California Geological Survey. 1998. "Seismic Hazard Zone Report for the Los Alamitos 7.5-Minute Quadrangle, Los Angeles and Orange Counties, California." http://gmw.conservation.ca.gov/SHP/EZRIM/Reports/SHZR/SHZR_019_Los_Alamitos.pdf

¹² Orange County Water District. June 2015. "Groundwater Management Plan 2015 Update." https://www.ocwd.com/media/3503/groundwatermanagementplan2015update_20150624.pdf

FIGURE 3-1: SEISMIC SHAKING POTENTIAL

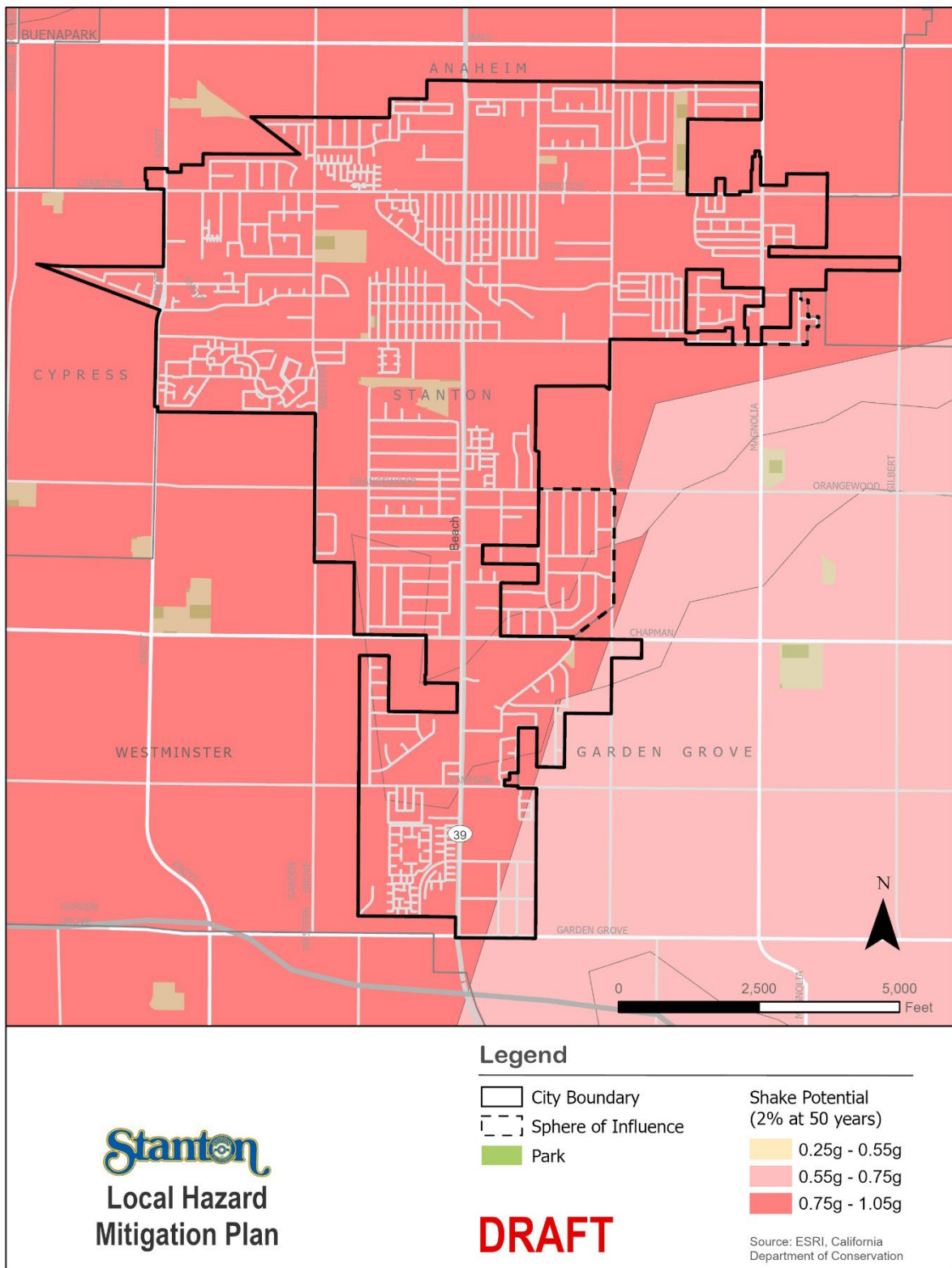
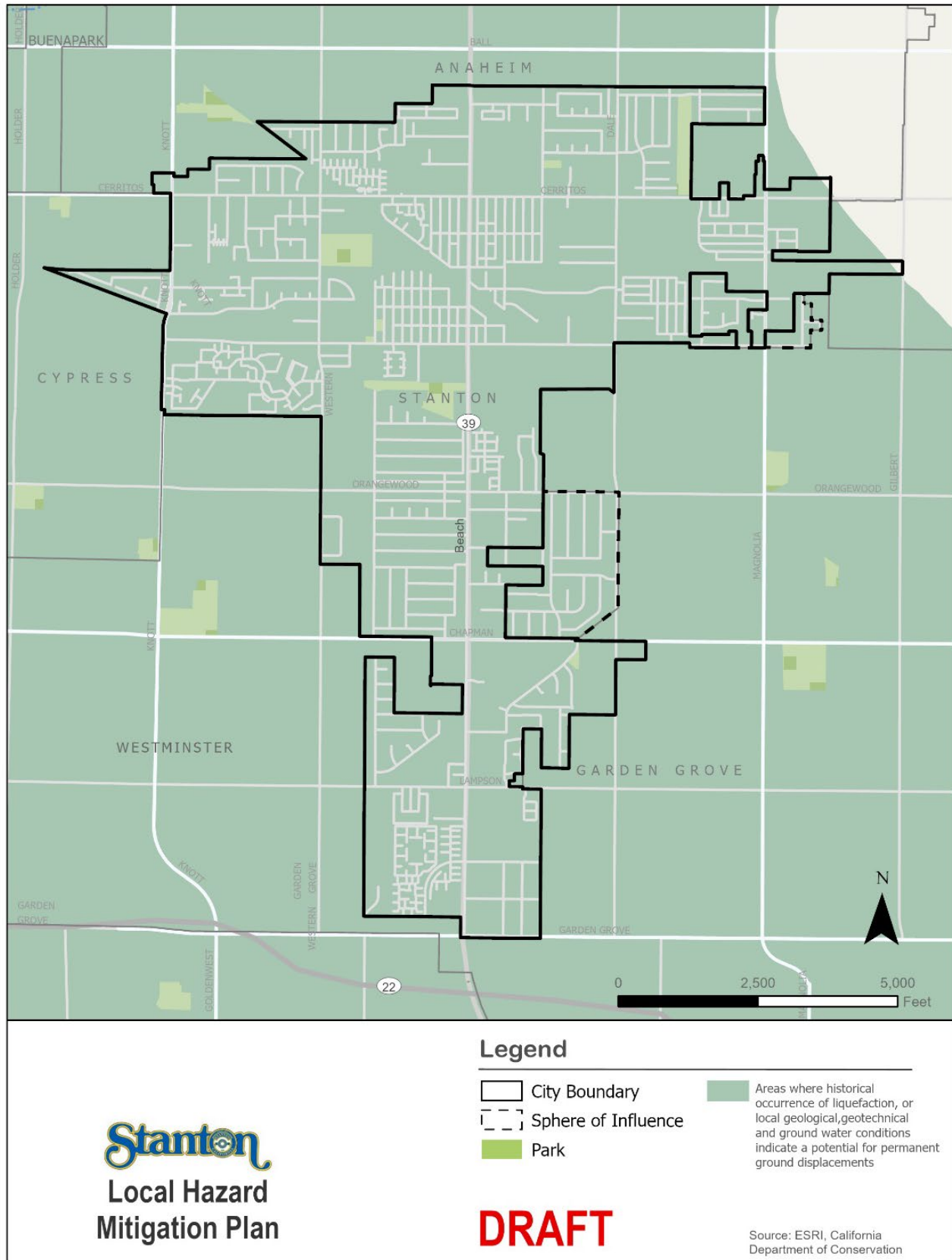


FIGURE 3-2 LIQUEFACTION SUSCEPTIBILITY



PAST EVENTS

Seismic shaking: While no significant earthquake has originated within Stanton or Orange County within the last 100 years, Stanton has undoubtedly felt the shaking of regional earthquakes. The nearest earthquake event to Stanton that caused significant damage throughout the Southern California region was the 1933 Long Beach earthquake which caused the deaths of 120 people and more than \$50 million in property damage.¹³ Since Stanton was not incorporated until 1956, the city as it is known today didn't exist during this particular earthquake. Since the area was not overly populated, it is unknown whether residents of the present-day Stanton area experienced any damage to their property. Most of the deaths and damage from the 1933 Long Beach Earthquake occurred because of collapsing unreinforced masonry buildings. While farmers in the area most likely felt powerful seismic shaking, it is unlikely that they experienced significant property damage as other more urbanized areas in the region reported. Other strong, regional earthquakes have occurred in the Southern California region, but their epicenters have been so distant from Stanton that seismic shaking generated by the earthquake did not cause significant property damage or harm to the City. **Table 3-5** shows significant earthquakes – magnitude 6.0 M_w or greater – within 100 miles of Stanton since the beginning of the 20th century. Although there was no substantial damage in Stanton from either earthquake, authorities made disaster declarations in Orange County for the 1994 Northridge Earthquake and 1987 Whittier Narrows Earthquake.¹⁴

TABLE 3-5: SIGNIFICANT EARTHQUAKES (6.0+ M_w) WITHIN 100 MILES OF STANTON¹⁵

Event Name	Distance (Miles)*	Magnitude
1918 Hemet Earthquake	58	6.8
1933 Long Beach Earthquake	13	6.3
1971 San Fernando Earthquake	48	6.5
1986 North Palm Springs Earthquake	80	6.0
1992 Joshua Tree Earthquake	97	6.3
1992 Big Bear Earthquake	72	6.7
1992 Yucca Valley	94	7.6
1994 Northridge Earthquake	42	6.7

*Distance between the epicenter and Stanton City Hall

Liquefaction: There is limited information available on the occurrence of past liquefaction events in Stanton. The nearest and most recent liquefaction event occurred near the mouth of the San Gabriel River

¹³ Southern California Earthquake Data Center. 2011. Significant Earthquakes and Faults, Long Beach Earthquake.

<http://scedc.caltech.edu/significant/longbeach1933.html>

¹⁴ Federal Emergency Management Agency. 2003. California Earthquake, Aftershocks (DR-799).

<https://www.fema.gov/disaster/799>

¹⁵ Southern California Earthquake Data Center. 2011. Earthquake Catalogs SCSN Catalog Search (1932-Present).

<http://service.scedc.caltech.edu/eq-catalogs/radius.php>

at Alamitos Bay because of the Long Beach Earthquake in 1933. It was reported that pavement buckled, cracks appeared in the ground, and “mud volcanoes” erupted in the Los Alamitos area.^{16, 17}

RISK OF FUTURE EVENTS

Seismic shaking: Stanton is in a seismically active area with many faults in the surrounding area and region-at-large. The danger posed by any seismic shaking could damage buildings or infrastructure. It is almost inevitable that an earthquake will occur along one of the adjacent or regional fault lines and cause a major seismic event. The Third Uniform California Earthquake Rupture Forecast (UCERF3) was released in 2015 and is the most recent assessment of the probability of a major earthquake on various faults between 2015 to 2044. **Table 3-6** shows the nearby and regional fault lines for Stanton.

TABLE 3-6: EARTHQUAKE PROBABILITIES FOR KEY FAULTS NEAR STANTON (2015–2044)¹⁸

Fault	Distance (Miles)*	Probability			
		6.7+ Mw	7.0+ Mw	7.5+ Mw	8.0+ Mw
Anaheim	1	0.09%	0.07%	<0.01%	Negligible
Elysian Park	5	0.01%	<0.01%	<0.01%	Negligible
Newport-Inglewood	7	0.95%	0.81%	0.42%	Negligible
Peralta Hills	7	0.23%	0.15%	0.06%	Negligible
Yorba Linda	7	0.08%	0.08%	0.03%	<0.01%
Richfield	7	0.02%	<0.01%	Negligible	Negligible
San Joaquin Hills	8	0.40%	0.38%	0.24%	Negligible
Compton	9	0.60%	0.47%	0.04%	<0.01%
Puente Hills	9	0.66%	0.58%	0.19%	Negligible
Whittier	11	0.94%	0.85%	0.48%	Negligible
Palos Verdes	16	3.09%	2.79%	0.10%	Negligible
San Jose	17	0.31%	0.21%	0.02%	Negligible
Chino	20	0.66%	0.11%	0.06%	Negligible
San Jacinto	41	1.13%	1.13%	1.12%	0.49%
San Andreas†	44	20.31%	19.50%	16.69%	6.78%

* Distance between Stanton City Hall and the nearest point of the fault. All distances are approximate.

† Southern California segments only.

Note: UCERF3 results consist of two individual models (3.1 and 3.2), each of which provides rupture probabilities for each segment of the fault. This table shows the maximum probability for a section of the fault in either model.

¹⁶ California Geological Survey. 1998. “Seismic Hazard Zone Report for the Los Alamitos 7.5-Minute Quadrangle, Los Angeles and Orange Counties, California.”

¹⁷ Federal Emergency Management Agency. 2017. California Northridge Earthquake (DR-1008).

<https://www.fema.gov/disaster/1008>

¹⁸ Southern California Earthquake Data Center. 2011. *Earthquake Catalogs SCSN Catalog Search (1932-Present)*. <http://service.scedc.caltech.edu/eq-catalogs/radius.php>

In addition to UCERF3 forecasts, which project the odds of a major earthquake on local and regional faults, the U.S. Geological Survey forecasts the severity of seismic shaking in different locations for various plausible earthquake scenarios. **Table 3-7** shows the anticipated shaking in Stanton from some of these scenarios.

TABLE 3-7: SELECTED SHAKING SCENARIOS FOR STANTON¹⁹

Fault	Magnitude	Distance to Epicenter (Miles)*	MMI in Stanton
Newport-Inglewood	7.2	10	VII (Very strong) – VIII (Destructive)
	7.2	11	VII (Very strong) – VIII (Destructive)
	7.0	34	VI (Strong) – VII (Very strong)
Anaheim	6.4	3	VIII (Destructive)
Peralta Hills	6.6	13	VII (Very strong)
Whittier	7.0	14	VII (Very strong) – VIII (Destructive)
Chino	6.6	17	VI (Strong)–VII (Very strong)
	6.8	19	VI (Strong)–VII (Very strong)
Palos Verdes	7.4	16	VII (Very strong)
San Jacinto	7.3	47	VI (Strong)
San Andreas	7.9	50	VI (Strong)

*Distance between where Stanton City Hall and the epicenter (the point on the surface above the fault rupture began).

The U.S. Geological Survey scenarios show that the Anaheim Fault could cause the strongest seismic shaking in Stanton. The Newport-Inglewood and Peralta Hills could cause the next-strongest shaking. The more distant Palos Verdes, San Jacinto, and San Andreas faults could cause earthquakes that have an overall higher magnitude than the Newport-Inglewood, Anaheim, or Peralta Hills faults; however, due to the former faults' distance from Stanton, the shaking intensity felt in Stanton would be reduced compared to the shaking that would be felt nearer the earthquakes' epicenters. The overall magnitude of potential earthquake scenarios occurring along the Newport-Inglewood, Anaheim, and Peralta Hills faults is lower than some of the more regional faults, but their proximity to Stanton means that the City would be subjected to high intensity shaking from these earthquakes. In other words, these lower magnitude earthquake scenarios may be more destructive in Stanton than higher magnitude earthquake scenarios that are further away. As noted in **Table 3-6**, the likelihood of a powerful earthquake occurring along these faults within the next 25 years is exceptionally low.

Liquefaction: Due to the types of soil in Stanton and the surrounding area, the City will be perpetually at risk of a liquefaction event if the water table remains as high as it is. Liquefaction events are triggered by seismic shaking, so the likelihood of a liquefaction event occurring depends on the probability of an earthquake. An earthquake could occur along the numerous local faults running through northwestern Orange County, leading to a liquefaction event. However, the likelihood of one of these local faults

¹⁹ Working Group on California Earthquake Probabilities. 2015. The Third California Earthquake Rupture Forecast (UCERF3). <http://www.wgcep.org/ucerf3>

experiencing an earthquake powerful enough to trigger a liquefaction event within the next 25 years is quite low. Refer to **Table 3-6** for the probability of a major earthquake occurring in faults close to Stanton. Large and active regional faults such as the San Andreas or San Jacinto Faults are far more likely to experience a significant earthquake within the next quarter-century. However, these fault systems may be too distant from Stanton to generate a significant shaking intensity which could trigger a liquefaction event. Therefore, it is only possible to say that liquefaction *could* occur in the City, but it is impossible to say with certainty when and where a future liquefaction event could occur in Stanton.

CLIMATE CHANGE CONSIDERATIONS

Seismic shaking: There is no direct link between climate change and seismic activity that could impact Stanton, so climate change is not expected to cause any changes to the frequency or intensity of seismic shaking. Some research indicates that climate change could result in “isostatic rebounds,” or a sudden upward movement of the crust because of reduced downward weight caused by glaciers. As glaciers are known to melt when global temperatures increase, climate change could indirectly lead to increased seismicity in Southern California.

Liquefaction: Climate change is anticipated to change the usual precipitation patterns in Southern California. Periods of both rain and drought are anticipated to become more intense and frequent. This means that more precipitation will likely occur during rainy periods, and drought is expected to last even longer. As a result, the water table in Stanton could rise during intense periods of precipitation. Alternatively, a longer-lasting drought may lead to more groundwater withdrawal and could lower the water table. Therefore, climate change could either increase or decrease the risk of liquefaction in Stanton.

Energy/Power Shortage

DESCRIPTION

An energy/power shortage is an event that occurs within an electric power system when the total real or reactive power of the power plants in the system is insufficient to supply all consumers with electric power of the required quality. These events are considered lifeline system failures. These shortages or outages can be the primary hazard, or these events can be the direct result of another hazard, such as an earthquake, extreme weather event, or flood. These failures can also be in conjunction with other lifeline system failures such as natural gas, communication, drinking water, wastewater disposal, or transportation. Power shortages can exacerbate and or create detrimental effects on these various operational and lifeline systems. For this hazard profile discussion, energy/power shortage incidents are the primary hazard of concern; however, power failure as the secondary impact resulting from other hazard events is a concern for many of the other hazards profiled in this plan.

Generally, these power shortage events are the direct result of events beyond the control of the City. These events often occur during a time of extreme demand/need for power, such as an extreme heatwave that creates an enormous strain on the power grid as residents try to stay cool. Most of these energy outages are short-term in duration, but they can last for weeks if the situation is dire. There are three (3) types of power/energy shortages or outages; each of them is categorized based on duration and the actual effect of the shortage/outage event:

- **Permanent** is a massive loss of power typically caused by fault on a powerline; however, power is restored automatically once the fault has been cleared.
- **Brownout** is a sag (or drop) in voltage in an electrical power supply. They can cause poor performance of equipment or various operational systems.
- **Blackout** is a total loss of power in an area and is the worst form of a power outage that can happen. Blackouts can last from a few minutes to multiple weeks, depending on the nature of the causing event and the configuration of the actual electric network.



Permanent damage to the Salem New Jersey Nuclear Plant GSU Transformer caused by the severe geomagnetic storm of March 13, 1989 (Credit: PSE&G)

Another cause for potential energy/power outages is solar storms. According to the Department of Homeland Security, “Space Weather” is a naturally occurring phenomenon in which the sun releases solar flares, energetic particles and/or coronal mass ejections (CME). These events are known as solar storms. If a CME is directed towards Earth, it can interact with the Earth’s magnetic field and cause geomagnetic storms. Under these circumstances, extra currents, known as geo-magnetically induced currents (GIC), are created in the ground, impacting the electric grid. These GICs can cause widespread outages in two ways. First, they cause permanent damage to critical grid components, such as high-voltage power transformers. This is of particular concern as high voltage transformers are

not easily replaceable. Second, the GICs can cause voltage instability in the grid and cause the system voltage to collapse, resulting in a widespread but temporary outage. Protecting the grid with localized GIC forecasting: The Space Weather Prediction Center currently provides regional-level space weather warnings and alerts at the National Oceanic and Atmospheric Administration. A forecasting tool is under development to enable more localized and precise GIC forecast levels to provide grid owners and operators with actionable information. By providing accurate and tailored forecasts specific to a utility’s location and infrastructure, utility operators will be better informed to make operational decisions to mitigate the impacts of solar storms. This can range from canceling maintenance work to temporarily shutting down vulnerable grid components and preventing permanent damage. Utilities will also be informed when it is “all clear” and safe to resume normal operations.²⁰

Another potential cause of an energy/power shortage is the detonation of an EMP (Electro-magnetic pulse) device. An EMP is designed to wreak as much havoc as a traditional bomb blast on society, however, with less loss of life, since the blast results in power losses that can affect critical functions and facilities. According to researchers at the Foundation for Resilient Societies, the worst-case scenario EMP event would be a high-altitude nuclear detonation. This would create a series of blast waves

²⁰ “DHS Science and Technology Directorate: Solar Storm Mitigation”

https://www.dhs.gov/sites/default/files/publications/Solar%20Storm%20Mitigation-508_0.pdf

that would ripple out and impact any electrical equipment on the ground, in the air, even in orbit. Much the same as a solar storm, the resulting EMP blast would send destructive currents raging through the electrical grid, crippling transformers, frying circuit breakers, and substations.²¹

A Public Safety Power Shutoff (PSPS) is a practice that Southern California Edison (SCE, provider of electricity for Stanton) and other utility companies may use to preemptively shut off power in high fire hazard areas to reduce fire risk during extreme and potentially dangerous weather conditions (hot, dry, and windy). According to the SCE, PSPS events are the option of last resort in a line of operational procedures employed to mitigate fire risk when conditions warrant. In considering whether to shut off power to lines in affected areas, SCE considers the following factors, which may include, but are not limited to:

- The National Weather Service has issued Red Flag Warnings* for counties that contain SCE circuits in High Fire Risk Areas.
- Ongoing assessments from the SCE in-house meteorologists regarding the local conditions related to wind speed, humidity, and temperature are informed by strategically deployed weather stations.
- Real-time situational awareness information from highly-trained personnel positioned locally in High Fire Risk Areas identified as at risk for extreme weather conditions.
- Input from SCE fire management experts regarding any ongoing firefighting efforts.
- Specific concerns from local and state fire authorities regarding the potential consequences of wildfires in select locations.
- Awareness of mandatory or voluntary evacuation orders in place.
- Expected impact of de-energizing circuits on essential services such as public safety agencies, water pumps, traffic controls, etc.
- Other operational considerations to minimize potential wildfire ignitions.

In advance of PSPS events, SCE will meet with local governments to inform them about the PSPS protocol, including the location of circuits in their jurisdictions that may be shut off during an event. Notification is provided to residents 48 hours before the potential PSPS event, with follow-up notification occurring 24 hours before the power is shut off. Communication notifications will be made throughout the outage when power has been shut off and then finally again when it is restored. However, as extreme weather can be unpredictable, advance notification and coordination sometimes do not conform to this protocol. Notification may occur by phone call, text, the SCE.com website, email, and/or social media accounts.²²

LOCATION AND EXTENT

The entire city of Stanton is vulnerable to energy/power shortages. Most power outage events are not necessarily always human-caused in nature. The cause can be an overwhelming demand for power due

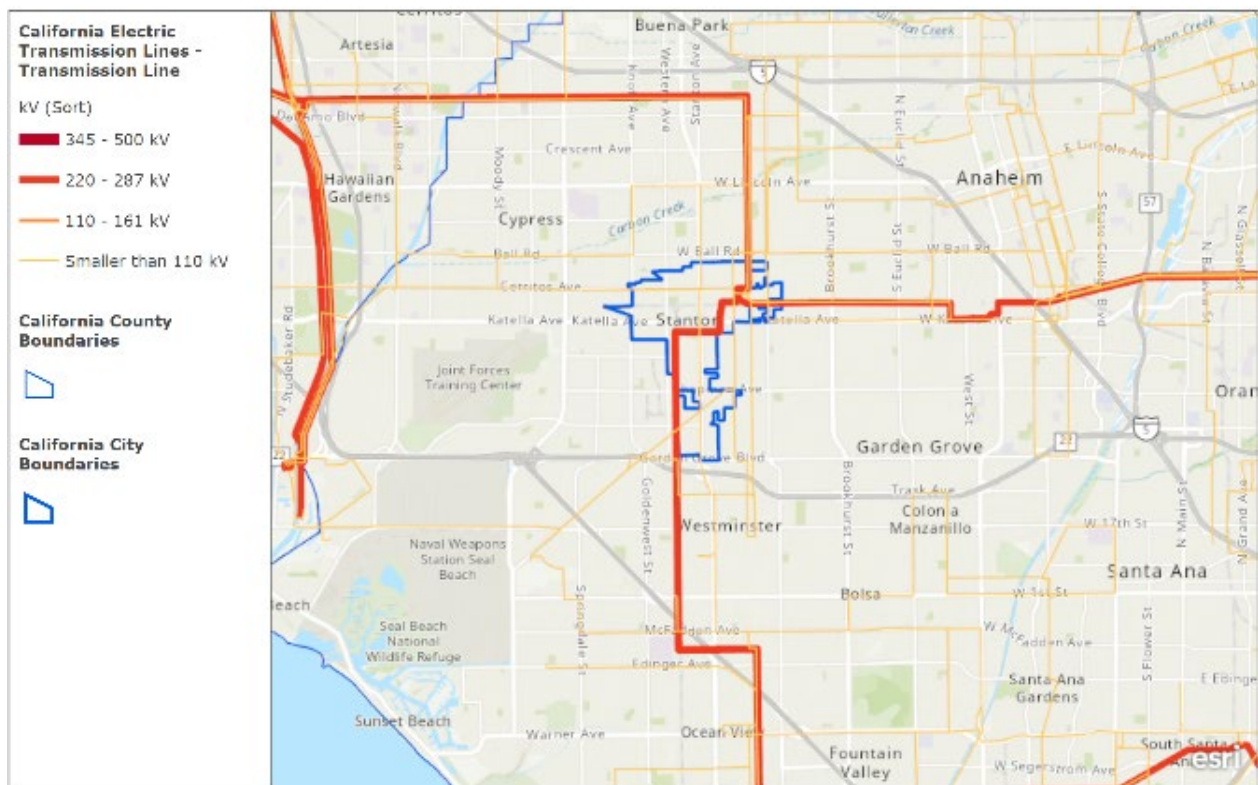
²¹ "How We'll Safeguard Earth From a Solar Storm Catastrophe" <https://www.nbcnews.com/mach/space/how-we-ll-safeguard-earth-solar-storm-catastrophe-n760021>

²² "SCE's 2020 Planning for Public Safety Power Shutoffs (PSPS)" <https://www.sce.com/sites/default/files/2020-06/SCE%E2%80%99s202020%20PSPS%20Preparations.pdf>

to an accident, equipment malfunction/failure, severe weather conditions, or any other natural hazards the City is susceptible to. Any of these can be the catalyst that creates a loss of energy/power. According to the California Energy Commission, electricity is transmitted and distributed to the City through a series of 220-287 kV transmission lines and 110-161 kV distribution lines (**Figure 3-3**).

Power loss/shortage can occur in small areas of the city, like a single neighborhood, or the entire grid could potentially fail, resulting in the city suddenly losing power. Power/energy loss is indiscriminate in who, where, or what it affects; however, older infrastructure or infrastructure located above ground may be more susceptible to weather-related hazards. The duration of these power/energy shortages fluctuates depending upon the severity of the actual cause for the power loss and what actions are required to repair the issue or issues.

FIGURE 3-3: POWER TRANSMISSION LINES IN STANTON



The electricity industry operated for years through utilities that were “vertically integrated,” meaning that they owned generation, transmission, and distribution, which typically had monopolies in their designated service areas. In 1996 the Federal Regulatory Commission issued orders 888 and 889 requiring utilities that own transmission infrastructure to provide nondiscriminatory access to all transmission customers. One way for a utility company to comply with this new requirement was to allow an independent system operator (ISO) to operate their transmission system for them. ISOs do not own the electricity transmitted over the grid, and they allow market participants to transmit electricity at the best

available price. In 1998, because of Order 888 and CA state legislation AB 1890, the California ISO was incorporated as a nonprofit public benefit corporation to fulfill this mission. ISOs are often compared to air traffic controllers, as they independently manage the traffic on a power grid they do not own, much like air traffic controllers manage airplane traffic in the airways and on airport runways.

The California ISO is one of nine independent system operators in North America (refer to **Figure 3-4**). Collectively, they deliver over 2.2 million gigawatt-hours of electricity each year and oversee more than 26,000 miles of high-voltage power lines. These independent grid operators serve two-thirds of the United States.²³

FIGURE 3-4: NORTH AMERICAN INDEPENDENT SYSTEM OPERATORS



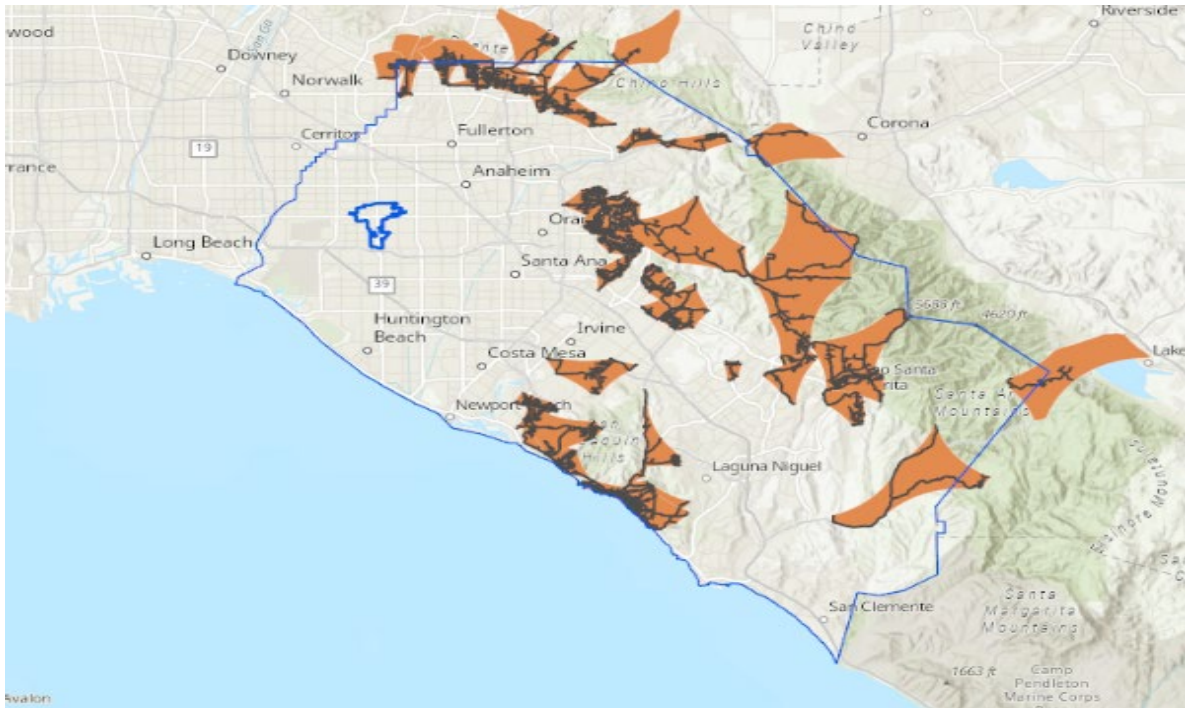
Figure 3-5 displays the approximate location and area of PSPS circuits within Orange County. Based on this information, the City of Stanton does not have any PSPS circuits that could be de-energized under this type of event. However, these circuits are strategically placed throughout Orange County to assist in the mitigation of the potential threat posed by wildfires in open spaces and forested areas. Even though no PSPS circuits are located within Stanton, the City needs to anticipate and prepare for potential effects, including power degradation, an influx of people from neighboring communities/cities affected by power loss and/or evacuation, and increased calls for emergency support services.

²³ California ISO website: "ISO History" <http://www.caiso.com/about/Pages/OurBusiness/ISO-history.aspx>

PAST EVENTS

Small-scale power/energy loss frequently occurs throughout southern California due to maintenance and infrastructure failure. Energy shortages and blackouts tend to occur at a larger regional scale, affecting Stanton residents and businesses depending on the failure location. California has experienced some major statewide and regional energy shortages due to various reasons, including:

FIGURE 3-5: PSPS CIRCUITS IN THE ORANGE COUNTY REGION



- **December 1982** (near Tracy, California)- Loss of a transmission tower, two (2) 500-kV lines, and a pair of 230-kV lines. Five (5) million people were impacted. (Equipment Failure)²⁴
- **October 1989** (Loma Prieta Earthquake)- Loss of substations; 1.4 million people impacted. (Seismic Event)²⁵
- **August 1996** (region)- Cascading impacts from loss of power from 1996 North American Blackouts.²⁶
- **December 1998** (San Francisco)- Loss of substations, impacting 350,000 buildings and 940,000 people. (Infrastructure failure, human error).²⁷

²⁴ "The 3 Worst Power Outages in the History of the U.S." <https://www.a-1-electric.com/the-3-worst-power-outages-in-the-history-of-the-u-s/#:~:text=On%20December%2022nd%2C%201982,going%20without%20electricity%20for%20hours.>

²⁵ Eguchi, R. T.; Seligson, H. A. (1994), "Lifeline perspectives" Practical lessons from the Loma Prieta earthquake, National Academies Press,

²⁶ Venkatasubramanian, Mani V. (2003-08-20) "Analyzing Blackout Events: Experience from the Major Western Blackouts in 1996"

²⁷ "Technician's error caused 1998 outage" <https://www.sfgate.com/bayarea/article/Technician-s-error-caused-1998-outage-1-death-2595806.php>

- **2000** (statewide)- Power outages due to electricity crisis.²⁸
- **2011** (Southwest Blackout)- Cascading impacts from the loss of power from the 23 distinct events that occurred on 5 separate power grids; impacted 1.4 million people. Largest power failure in California history.²⁹
- **July 2017** (Los Angeles)- Explosion at power plant; causes widespread outages in San Fernando Valley.³⁰

Recently the City has experienced small-scale power outages that have affected City operations. While these events may have been rare in the past few decades due to the age of infrastructure and other factors, the City has begun to see more frequent events that have affected City operations and functions. In 2021 three small-scale events affected City facilities.

RISK OF FUTURE EVENTS

Today, several mechanisms are in place to monitor, manage and adapt to changing conditions and demands to help reduce and/or eliminate energy shortages. California and regional departments (California Independent System Operator- Cal-ISO, Federal Energy Regulatory Commission- FERC, Western Electricity Coordinating Council- WECC, North American Electric Reliability Corporation- NERC, California Public Utilities Commission- CPUC, California Energy Commission- CEC) are focused on energy production, use, and management. Each agency plays a role in planning, managing, and coordinating the allocation of energy within the state of California. Stanton can experience a power/energy shortage at any time and place throughout the year. The probability of it occurring again will always be present, as the City is dependent on electricity to function.

CLIMATE CHANGE CONSIDERATIONS

Projections of changing climatic conditions through the end of the century suggest that the City should address future power/energy shortage concerns. While energy demands are not anticipated to increase significantly throughout the City (due to compliance with updated codes and requirements), electricity production occurs outside of the City, reducing opportunities for Stanton to be energy independent.

DROUGHT DESCRIPTION

A drought is a period in which water supplies become scarce. This can occur for various reasons; in California, droughts occur when precipitation is limited for an extended period. Rain that arrives in California via atmospheric rivers channels moist air located high in the atmosphere. When the atmospheric rivers bring less than usual moisture to California, it can reduce the overall amount of precipitation that falls on the state. Rain also comes to California due to the El Niño Southern Oscillation (ENSO) cycle, a regional meteorological phenomenon in the southern Pacific Ocean consisting of variations in the temperature of the ocean water and air. These variations give rise to two distinct

²⁸ Sweeney, James L. (Summer 2002) "The California Electricity Crisis: Lessons for the Future"

²⁹ Medina, Jennifer (September 10, 2011) "Human Error Investigated in California Blackout's Spread to Six Million". The New York Times

³⁰ DWP Plant Explosion Causes Massive Power Outage In San Fernando Valley
https://laist.com/2017/07/09/dwp_plant_explosion_causes_massive.php

phases known as *El Niño*, the warm and wet phase, or *La Niña*, the dry and cold phase. When the *La Niña* phase is active, it can cause California to receive lower than normal precipitation levels. Drought may also occur when infrastructure connecting communities to long-distance water sources fails. This can occur due to deferred maintenance or may be the result of a natural disaster. For example, many Southern California cities would experience drought conditions if the State Water Project or Colorado River Aqueduct severed during a powerful earthquake event.

LOCATION AND EXTENT

Given Stanton’s small size, any drought that is significant enough to reduce water supply to the City would impact all parts of the City at the same time—there is no section of the City that is at greater or lesser risk of drought occurrence. Golden State Water Company (GSWC) serves as the water utility provider in Stanton. GSWC has three water sources that supply the city with water. The majority comes from the Orange County Groundwater Basin, supplemented by water from the Colorado River Aqueduct and the State Water Project (imported and distributed by Metropolitan Water District of Southern California).³¹ Since the groundwater basin provides such a significant amount of Stanton’s water, it is unlikely that the city would undergo a long-distance drought—a drought that occurs when a distant water source becomes less available. Given that most of Stanton’s water comes from local groundwater sources, this type of event would have to be exceptional or prolonged for the City and its residents to feel the impact.

The U.S. Drought Monitor Classification Scheme is a common scale used to measure the impact of droughts in different communities across the United States. See **Table 3-8** for a complete description of each drought event classification.

TABLE 3-8: U.S. DROUGHT MONITOR CLASSIFICATION SCHEME³²

Category	Description	Possible impacts
D0*	Abnormally dry	Slower growth of crops and pastures.
D1	Moderate drought	Some damage to crops and pastures. Water bodies and wells are low. Some water shortages may occur or may be imminent. Voluntary water use restrictions can be requested.
D2	Severe drought	Likely crop and pasture losses. Water shortages are common, and water restrictions can be imposed.
zD3	Extreme drought	Major crop and pasture losses. Widespread water shortages and restrictions.
D4	Exceptional drought	Exceptional and widespread crop and pasture losses. Emergency water shortages develop.
* D0 areas are those under “drought watch” but not technically in a drought. They are potentially heading into drought conditions or		

³¹ West Orange County Water System, Consumer Confidence Report on Water Quality for 2020”, <https://www.gswater.com/sites/main/files/file-attachments/water-quality-west-orange-county.pdf?1621390083>

³² US Drought Monitor. 2019. Drought Classification. <https://droughtmonitor.unl.edu/AboutUSDM/AbouttheData/DroughtClassification.aspx>

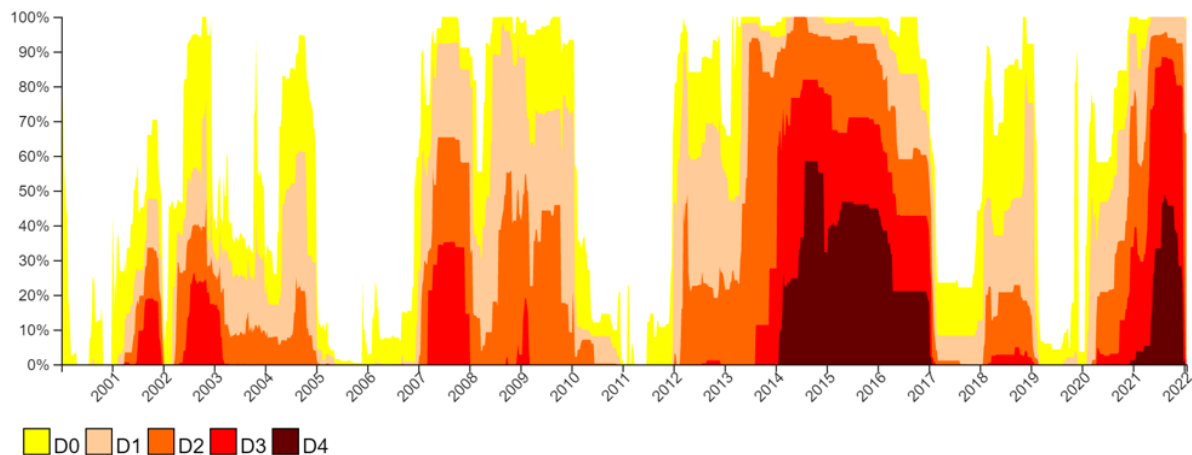
PAST EVENTS

Like the rest of California, Stanton has experienced many drought events throughout its history. Each event has been distinct, with varying lengths, severity, and frequency. One of the earliest recorded major droughts in state history is the “Great Drought,” which occurred in 1863 and 1864. This drought killed 46 percent of the cattle in the state and ultimately led to the decline of cattle ranching.³³ The “Dustbowl Droughts” lasted from 1928 to 1935. The effects of this drought were so severe that it sparked the movement to create some of California’s modern water irrigation infrastructure, such as the California Aqueduct. Another drought occurred in 1976 and 1977, leading to agricultural losses estimated at nearly \$1 billion. This drought led to water-saving practices still in effect today across the state. Further water conservation practices were enacted during a drought lasting from 1987 to 1993, which caused agricultural damages at an estimated \$250 million each year.³⁴



Shasta Lake Reservoir seen during the 1976-1977 drought. Image from Steve Fontanini.

FIGURE 3-6: CALIFORNIA DROUGHT HISTORY (2000-2022)



As of early 2022, California and the entire western United States have been in the grips of a major drought. Precipitation levels have decreased, and the Sierras did not receive the average snow level, reducing the snowpack, which reduces the amount of water available for California. The current drought is on the heels of one of the worst droughts in California history, which began in 2012 and lasted until 2017. All areas of

³³ Crawford, R. June 1991. “The Great Drought: Fickle Weather in 1860s Led to Breakdown of Cattle Industry.” Los Angeles Times. <https://www.latimes.com/archives/la-xpm-1991-06-13-nc-780-story.html>

³⁴ Grad, S. and Harrison, S. April 2015. “3 crippling droughts that changed California.” Los Angeles Times. <https://www.latimes.com/local/california/la-me-california-retrospective-20150413-story.html>

the state were impacted, and by 2014 it was reported as the most severe drought in 1,200 years. **Figure 3-6** illustrates the severity of the drought conditions experienced over the past 20 years. By the summer of 2014, almost all of California was experiencing D2 (severe drought) conditions. Stanton, all of Orange County, and more than 75% of California was reported as experiencing D4 (Exceptional Drought) conditions. By 2015, emergency water-saving mandates were enacted, requiring all jurisdictions to reduce water use by 25%. In late 2016 and early 2017, successive heavy rains helped end the drought conditions in the state. The following winter, in late 2017 and early 2018, rains did not return in the same quantity, and slight drought conditions returned across California. This moderate drought was again abated in the winter season of late 2018 and early 2019 when heavy rains ended any existing drought conditions. As of July 2022, a majority of the state is experiencing drought conditions that range from moderate to exceptional drought. Stanton (and Orange County) is located in an area of the state experiencing severe drought (**Figure 3-7**). In addition, **Figure 3-8** identifies the change in drought conditions between 2021 and 2022.

FIGURE 3-7: CALIFORNIA STATEWIDE DROUGHT CONDITIONS AS OF JULY 5, 2022

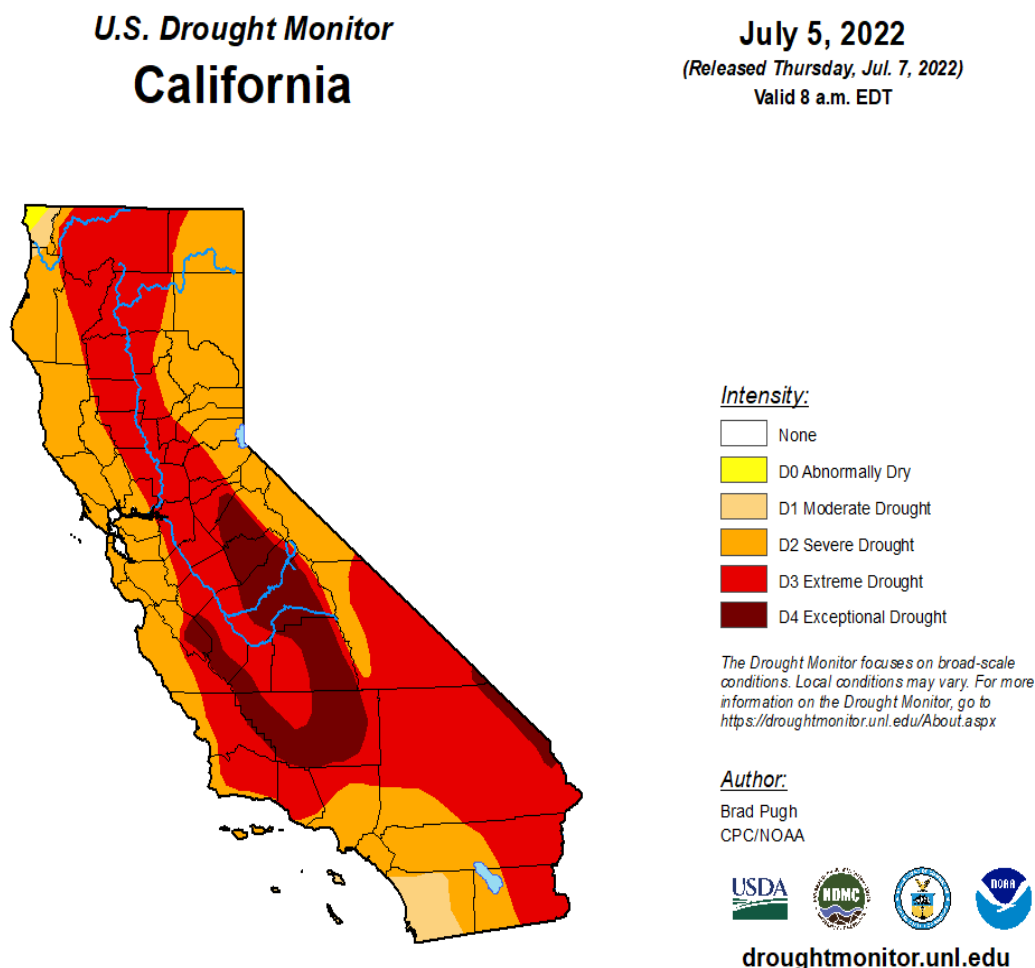
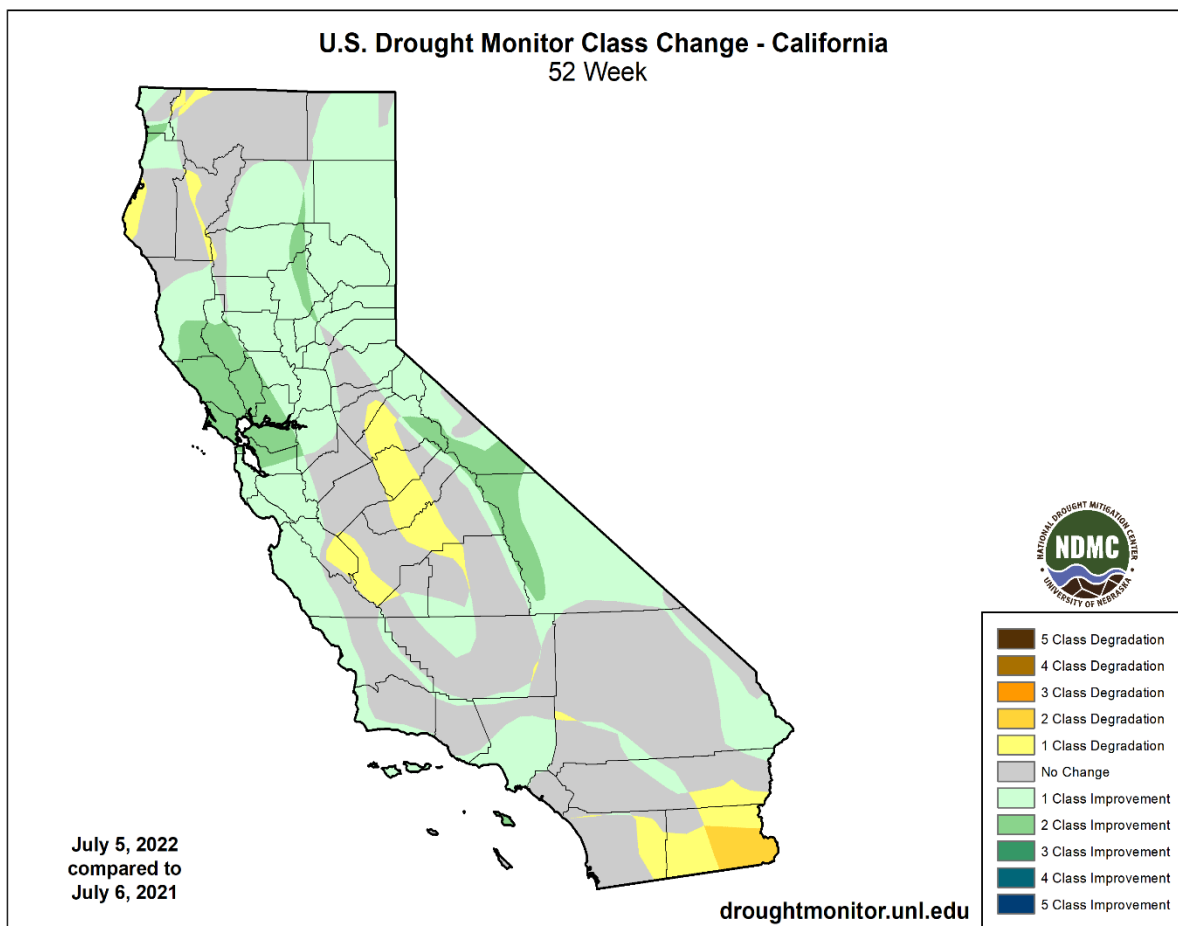


FIGURE 3-8: DROUGHT CLASS CHANGES IN CALIFORNIA (JULY 2021– JULY 2022)



RISK OF FUTURE EVENTS

Drought will continue to be a foreseeable event in the future of California, including Stanton. Since most droughts are almost entirely contingent on global weather phenomena, which vary from year to year, it is impossible to predict the frequency or severity of future drought events in Stanton. Droughts that result from infrastructure failure are equally impossible to predict since the circumstances that lead to infrastructure failure are unique to each situation.

CLIMATE CHANGE CONSIDERATIONS

Climate change is anticipated to abate drought in certain situations; however, projections suggest that future drought events could become more frequent and intense in the future. In some cases, climate change-intensified weather patterns, like ENSO, may bring more rain to California and Stanton, reducing drought conditions. In other years, climate change may also prolong the La Niña phase of ENSO, which could lead to longer periods with no precipitation in California.

Climate change is also expected to increase the average temperature and cause more frequent and prolonged heat waves in the region. During these events, water supplies may be affected within the City. Hotter temperatures may also lead to increased surface water evaporation, leading to greater water consumption. If a drought occurs coupled with heatwave events, additional strain could be placed on City infrastructure, including water supply.

From a regional perspective, warmer overall temperatures in California are anticipated to reduce statewide water supplies. Much of California's water comes from melted snow in the High Sierra. As the average temperature grows warmer with climate change, the precipitation that falls as snow is expected to shift towards rain. As less snow falls, the amount of melted water from the snowpack in the Sierra Nevada will decrease, reducing the water that will flow into the reservoirs and aqueducts that supply Southern California. While the City does not currently rely primarily on water supplies from MWD, reductions in water availability could strain supplies for neighboring communities that do, affecting the quality and availability of water supplies within the Orange County Groundwater Basin, which could affect future generations' water supplies.

EXTREME HEAT

DESCRIPTION

Extreme heat is a period when temperatures are abnormally high relative to a designated location's normal temperature range. There are generally three types of extreme heat events:³⁵

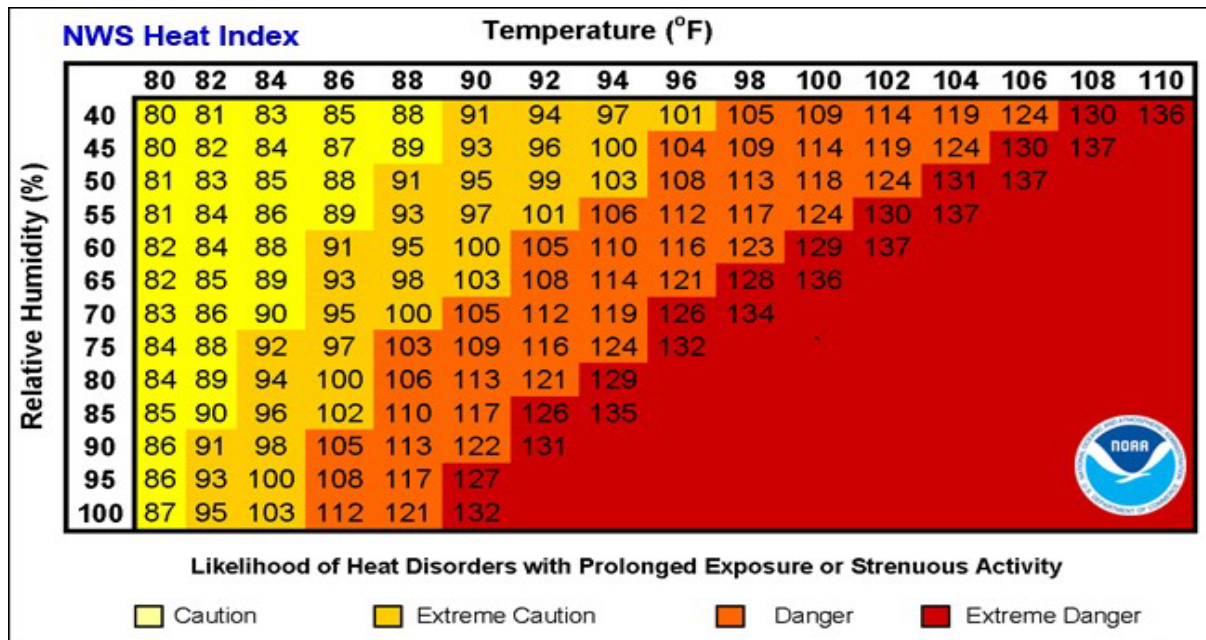
- **Extreme Heat Days:** a day during which the maximum temperature surpasses 98 percent of all historic high temperatures for the area, using the time between April and October from 1961 to 1990 as the baseline.
- **Warm Nights:** a day between April to October when the minimum temperature exceeds 98 percent of all historic minimum daytime temperatures observed between 1961 to 1990.
- **Extreme Heat Waves:** a successive series of extreme heat days and warm nights where extreme temperatures do not abate. While no universally accepted minimum length of time for a heatwave event exists, Cal-Adapt considers four successive extreme heat days and warm nights to be the minimum threshold for an extreme heatwave.

Extreme heat events will feel different from region to region since different areas have different historic high temperatures. For example, an extreme heat day on the coast will feel different than an extreme heat day in the High Desert. Humidity plays a factor in the perceived heat that people feel, as humid conditions will make a day feel hotter than a non-humid day even though the temperature may be the same on both days. The difference between the perceived and actual temperatures is known as the "heat index." To illustrate the effect of the heat index, a 90-degree day with 50 percent humidity feels like 95°F, whereas a 90°F with 90 percent humidity feels like 122°F. **Figure 3-9** shows National Oceanic and Atmospheric Administration (NOAA)'s National Weather Service Heat Index.

³⁵ Cal-Adapt. 2019. Extreme Heat Days & Warm Nights. <https://cal-adapt.org/tools/extreme-heat/>

Extreme heat poses several dangers to public health. The human body is vulnerable to long periods of high temperatures and will eventually enter a state of heat exhaustion and dehydration if exposure to heat is extended. If exposure to high temperatures is particularly prolonged to the point that internal body temperature surpasses 105°F, heatstroke may occur, and organ failure and death may soon follow without intervention.

FIGURE 3-9: NOAA'S NATIONAL WEATHER SERVICE HEAT INDEX



LOCATION AND EXTENT

Extreme heat events are not limited to any part of the City. They occur with the same intensity and duration at the same time across all locations in Stanton. The minimum threshold for an extreme heat day in Stanton is 97.3°F. The minimum threshold for a warm night in Stanton is 68.4°F.³⁶

PAST EVENTS

Local data from within Stanton is not available; however, nearby Daugherty Field at the Long Beach Municipal Airport has recorded weather data since 1949. The data indicates that the average maximum temperature for the area from all years between 1949 and 2016 is 83.9°F, occurring in the month of August. In addition, data from a weather station at the Santa Ana Fire Station also indicates an average maximum temperature of 84.7°F for the same time frame. Given that the minimum threshold for an extreme heat day in Stanton is 97.3 °F, it is rare that the temperature exceeds this threshold on a regular basis. Still, extreme heat events have occurred in the region, which occasionally impact the City. Some significant historic extreme heat events include:

³⁶ Cal-Adapt. 2019. Extreme Heat Days & Warm Nights. <https://cal-adapt.org/tools/extreme-heat/>

- **September 1963**, the temperature reached 113°F at the now-defunct El Toro Air Force Base; the surrounding region was also hot, including coastal areas. Temperatures in Carlsbad and Oceanside reached 108°F. School children and employees were sent home due to the heat, and some agricultural crops were destroyed.
- **April 1989**, daily high-temperature records were set for all weather monitoring stations in Southern California. Los Angeles and Riverside set records at 106°F and 104°F, respectively.³⁷

More recent extreme heat events have also affected the greater region surrounding Stanton:

- **July 2018**, extreme heat waves occurred throughout Southern California, including Stanton. The hottest day of the heat waves occurred on July 6, when temperatures reached 114°F in Santa Ana, CA. A second but less intense extreme heatwave occurred on July 25, where regional temperatures went above 100°F in places like Burbank. While local temperature data for Stanton is not available, the weather monitoring station at nearby Long Beach Airport indicates that the temperature reached 95°F that day.^{38,39}
- **October 23, 2017**, Southern California experienced two extreme heat days. The weather monitoring station at nearby Long Beach Airport indicates that temperatures reached 105°F that day.⁴⁰

RISK OF FUTURE EVENTS

The City has experienced an increase in extreme heat days over the past couple of years and has had cause to open cooling centers to aid some of the City's more vulnerable populations that are affected. It can only be expected that they will continue into the future, largely in part due to climate change, as discussed in the next section.

CLIMATE CHANGE CONSIDERATIONS

The primary effect of climate change is warmer average temperatures. The warmest decade on record is 2011-2020, with the warmest three years on record occurring in 2016, 2019, and 2020. As climate change accelerates in the 21st century, it is anticipated that extreme heat events will become more frequent and intense in California, including Stanton. In Stanton specifically, the projected average number of extreme heat days per year could increase from 4 to 24, assuming global greenhouse gas emissions peak around 2040, then decline. If global greenhouse gas emissions continue to rise until 2100, the number of extreme heat days could increase to as many as 40 days per year. The number of warm nights could increase from 4 to 30, assuming an emissions peak and decline in 2040 but could increase to as many as 72 if emissions continue to rise until 2100.

³⁷ National Oceanic and Atmospheric Administration. May 2017. "A History of Significant Weather Events in Southern California." <https://www.weather.gov/media/sgx/documents/weatherhistory.pdf>

³⁸ Climate Signals. December 2018. Southern California Heat Wave July 2018. <https://www.climatesignals.org/events/southern-california-heat-wave-july-2018>

³⁹ Weather Underground. 2019. Long Beach Airport, California – July 2018. <https://www.wunderground.com/history/monthly/us/ca/long-beach/KLGB/date/2018-7>

⁴⁰ Weather Underground. 2019. Long Beach Airport, California – October 2017. <https://www.wunderground.com/history/monthly/us/ca/long-beach/KLGB/date/2017-10>

FLOODING

DESCRIPTION

Flooding occurs when an area becomes inundated with more water than it can drain in a specified period of time. This can range from a small, confined area, such as a grassy field in a park that floods for a few hours after a rainstorm, to whole sections of a city, such as numerous streets becoming impassable with floodwaters. When floods are small, they may represent a minor inconvenience if recreational pathways and some curb cuts become flooded. These smaller instances of flooding where water collects into a pool of standing water are referred to as “ponding.” On the other hand, larger flood events can hamper a city’s operations. For example, when multiple streets flood simultaneously, it could prevent emergency workers from reaching victims in need of help. Flooding can also damage critical pieces of city infrastructure. For instance, unprotected electronic equipment can short-circuit if it meets water. This could lead to outages in street lighting, traffic signals, and city government computer systems. City-owned vehicles can be waterlogged and experience engine stalling if floodwaters are particularly high.

Flooding can result from multiple different causes. In Southern California, the primary cause of flooding is heavy rain that usually occurs in the winter. Most precipitation in California arrives either via atmospheric rivers or the ENSO cycle. Atmospheric rivers are channels of moist air located high in the atmosphere. The ENSO cycle is a regional meteorological phenomenon in the southern Pacific Ocean consisting of variations in ocean water and air temperature. These variations give rise to two distinct phases known as *El Niño*, the warm and wet phase, or *La Niña*, the dry and cold phase. When the *El Niño* phase is active, it can cause California to receive higher than normal precipitation levels. These higher-than-normal levels of rainfall can quickly overwhelm the capacity of certain sections of land to effectively drain the precipitation before the rainwater begins to pool. A failure in infrastructure may also cause flooding. For example, a water main or sewage pipeline that bursts could cause some degree of flooding if left uncontained for a significant period. A more serious infrastructure failure, such as the failure of dams, reservoirs, or levees, could cause extensive flooding. Please refer to the Dam / Reservoir / Levee Failure section of this chapter for more information on this type of hazard.

LOCATION AND EXTENT

The Federal Emergency Management Agency (FEMA) designates which areas in the United States are susceptible to flooding and how likely they are to experience flooding. FEMA uses a complex classification system to categorize the level of risk for each section of land, but the two most known measures of flood event likelihood are the 100-year flood and the 500-year flood. These designations do not refer to floods that occur every 100 or 500 years but rather refers to the likelihood of a flood occurring each year. For example, a 100-year flood is a flood that has a 1 in 100, or 1%, chance of occurring in any given year while a 500-year flood is a flood that has a 1 in 500, or 0.2%, chance of occurring in any given year. These measures of likelihood are combined with the specific geography of each locale to produce specific flood “zone” designations. **Table 3-9** shows a detailed list of all the flood zone categories used by FEMA.

FEMA also uses Base Flood Elevation (BFE) to determine minimum depth of the floodwaters during one of these flood events. An area with a BFE of 3 feet, for example, means that area can expect to see a minimum floodwater depth of 3 feet with potentially additional depth in particularly severe flood events.

FEMA has designated all of Stanton as lying within Zone “X,” generally meaning that the City is not in danger of a 500-year flood. Given Stanton’s specific geography, however, FEMA has added additional

stipulations about the level of flood risk in the City. The Coyote Creek channel and levee on the western side of the City, for example, has effectively mitigated risk of a 100-year flood though it is still possible that the channel could overflow its embankments in an exceptionally powerful rainstorm. The section of the City east of Moody Street, being more distant from the Coyote Creek levee, has a slightly higher risk of flooding, with either a 500-year or 100-year flood event being possible but with no more than a maximum of a one-foot floodwater depth. Effectively, the City is protected against the risk of all but the most exceptional flood events. **Figure 3-10** shows the areas in Stanton that are FEMA-designated flood zones. Ponding events occur on any flat surfaces where sufficient drainage is unavailable. This includes areas such as parking lots, landscaped areas or lawns, or roadways. Since ponding is so small in scale, it is impossible to predict exactly where it will occur in the City or how severe it will be.

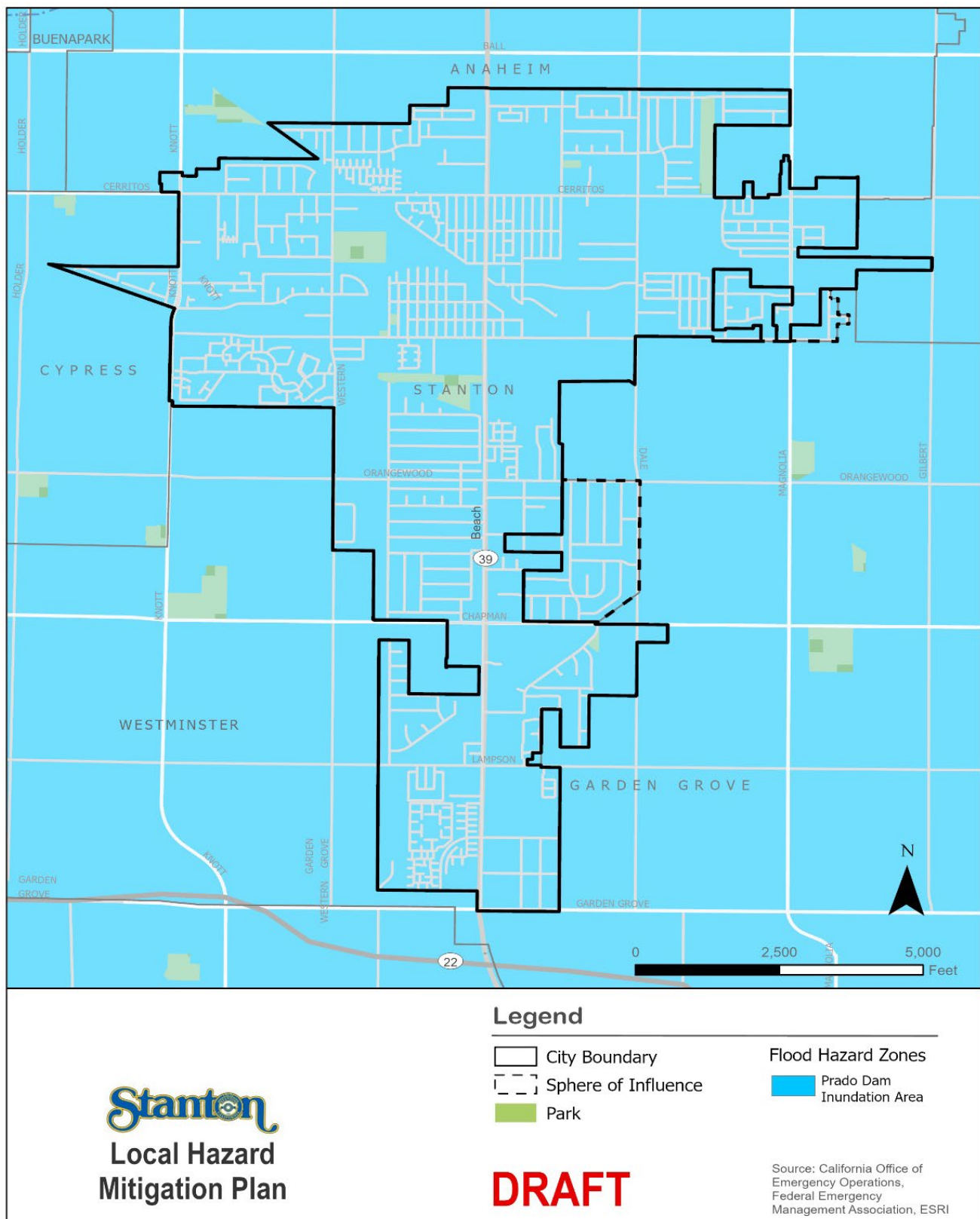
TABLE 3-9: FEMA FLOODPLAIN ZONES⁴¹

Zone	Description
A	Within a 100-year flood plain, but the water height of the 100-year flood is not known.
A1-30 or AE	Within a 100-year flood plain and the water height of the 100-year flood is known.
AO	Within a 100-year flood plain, and the water height of the 100-year flood is between one and three feet but not specifically known.
A99	Within a 100-year flood plain, protected by flood protection infrastructure such as dams or levees.
AH	Within a 100-year flood plain, and the water height of the 100-year flood is between one and three feet and is specifically known.
AR	Within a 100-year flood plain, protected by flood protection infrastructure that is not currently effective, but is being rebuilt to provide protection.
V	Within a 100-year flood plain for coastal floods, but the water height of the flood is not known.
V1-30 or VE	Within a 100-year flood plain for coastal floods and the water height of the flood is known.
VO	Within a 100-year flood plain for shallow coastal floods with a height between one and three feet.
B	Within a 500-year flood plain, or within a 100-year flood plain with a water height less than one foot (found on older maps)
C	Outside of the 500-year flood plain (found on older maps)
X	Outside of the 500-year flood plain (found on newer maps)
X500	Within a 500-year flood plain, or within a 100-year flood plain with a water height less than one foot (found on newer maps)
D	Within an area with a potential and undetermined flood hazard.
M	Within an area at risk of mudslides from a 100-year flood event.
N	Within an area at risk of mudslides from a 500-year flood event.
P	Within an area at risk of mudslides from a potential and undetermined flood event.
E	Within an area at risk of erosion from a 100-year flood event.

⁴¹ "Section 64.3 Flood Insurance Maps." Code of Federal Regulations, title 44 (2016): 287-288.

<https://www.govinfo.gov/content/pkg/CFR-2012-title44-vol1/pdf/CFR-2012-title44-vol1-sec64-3.pdf>

FIGURE 3-10: FEMA FLOOD HAZARD ZONES



PAST EVENTS

No significant flood event has been recorded in Stanton in recent years. During the LHMP creation process, City staff shared that there has been reoccurring flooding near Central Park, and the drainage channel along Western Ave has impacted properties, nearly inundating several homes in floodwater. Apart from these reoccurring instances, there are no records of other major flooding events in Stanton. However, significant flooding has occurred in neighboring communities and the surrounding region.

The following are some examples of significant historic flooding in the region: ⁴²

- **December 1861 to January 1862**, there were 30 consecutive days of rain across all of Southern California from Los Angeles to San Diego. Thirty-five inches of rain fell in Los Angeles, causing mass flooding around the region's rivers. Some rivers even changed course, such as the Los Angeles River, which shifted its mouth from Venice to Long Beach. In Orange County, the Santa Ana River swelled its banks on its course through Anaheim, creating a four-foot-deep layer of water that extended to the Coyote Hills in Fullerton. Twenty people were reported dead in Orange County.
- **New Year's Eve, 1933 and New Year's Day, 1934**, an extraordinary amount of rain fell across the Southern California region. In Los Angeles, more than 7 inches fell within 24 hours, and 5 inches fell in nearby Buena Park on New Year's Day. Forty-five deaths were reported across the region.
- **February to March of 1938**, a weakened tropical storm reached Southern California and dropped 11 inches of rain in Los Angeles and 30 inches in some mountain areas. Flood control infrastructure was overwhelmed with the surge of water, and the Los Angeles, San Gabriel, and Santa Ana Rivers flooded their banks. Two hundred ten people were reported dead or missing, forty-five of whom were reported from Orange County.
- **February 1983**, heavy rain fell in Orange County, leading to flooding of several streets. In Anaheim, 30 vehicles and a multi-family housing building were damaged.
- **April 1988**, heavy rains led to flooding across Southern California, including Orange County. In Los Angeles, 26 motorists were injured in a major collision. Uprooted and felled trees caused power outages in the region when they tore down power lines as they fell.



Buena Park inundated with floodwaters as a result of the 1938 regionwide flooding. Image from Orange County Historical Society.

RISK OF FUTURE EVENTS

Smaller instances of ponding occur at least annually or even multiple times a year in cities across Southern California during the winter when precipitation rises. During periods of drought, precipitation levels may decrease and similarly lower the likelihood of ponding. In most years, though, it is almost certain that Stanton will continue to experience some type of flood event in the future. Larger-scale flood events are

⁴² National Oceanic and Atmospheric Administration. May 2017. "A History of Significant Weather Events in Southern California." <https://www.weather.gov/media/sgx/documents/weatherhistory.pdf>

rare in Stanton and will continue to be rare due to the City's protection by levee and other regional flood control infrastructure. During a particularly severe rainstorm or after a dam failure, however, it is possible that Stanton could experience some degree of large-scale flooding though the floodwaters are not anticipated to rise above one foot in depth. In the 1000-year flood scenario, an extremely rare flood event known as ARKstorm, Orange County would experience an estimated \$50 billion in property damage, more damage than any other County in California.⁴³

CLIMATE CHANGE CONSIDERATIONS

Climate change is expected to exacerbate the conditions that lead to urban flooding in Southern California and Stanton. Climate change will cause more intense local, regional, and global weather patterns, intensifying atmospheric rivers.⁴⁴ At this time, it is unknown exactly how climate change will impact the frequency of ENSO, but it is anticipated that it will become more intense.⁴⁵ Based on the atmospheric river and ENSO changes, precipitation in Southern California will increase in frequency and degree. This increases the likelihood of a particularly exceptional rain event in Stanton. One of these exceptional rain events could overwhelm the capacity of the region's network of dams, levees, and watercourses to contain and drain all the precipitation that falls.

On the other hand, droughts are also expected to increase in length and frequency under climate change conditions. The soil dried by extensive drought periods is less able to absorb and drain water, which would likely exacerbate flood likelihood. Overall, climate change is expected to create conditions that will increase the likelihood of flooding in Stanton.

HAZARDOUS MATERIALS RELEASE

For the purposes of this profile, this section discusses all non-nuclear and non-radiological hazardous materials release events. Events relating to the release of radiological material were determined to not be relevant in this City.

DESCRIPTION

Hazardous materials release refers to a hazard event whereby harmful concentrations of hazardous or toxic substances are released into the environment. This occurs when storage containers of hazardous materials leak or fail. This can happen due to industrial accidents, vehicle crashes, as a direct result of other disasters (e.g., a flood or earthquake), or as a deliberate act.

The threat that hazardous materials pose to human health depends on the type of material, frequency, and duration of exposure, and whether chemicals are inhaled, penetrate the skin, or are ingested, among other factors. Exposure to hazardous materials can result in short- or long-term effects, including major damage to organs and systems in the body or death. Hazardous waste is any material with properties that make it dangerous or potentially harmful to human health or the environment. Hazardous

⁴³ U.S. Department of the Interior, U.S. Geological Survey, Overview of the Arkstorm Scenario, by Keith Porter, et al., Open-file report 2010-1312 (Reston, Virginia, 2011), https://pubs.usgs.gov/of/2010/1312/of2010-1312_text.pdf

⁴⁴ Thompson, A. February 2015. How Warming May Alter Critical 'Atmospheric Rivers'. <https://www.climatecentral.org/news/global-warming-atmospheric-rivers-18645>

⁴⁵ Cai, W., et al., "Increased variability of eastern Pacific El Niño under greenhouse warming." Nature 564, no. 7735 (12 December 2018): 201-2016, doi: 10.1038/s41586-018-0776-9. <https://doi.org/10.1038/s41586-018-0776-9>

materials can also cause health risks if they contaminate soil, groundwater, and air, potentially posing a threat long after the initial release.

LOCATION AND EXTENT

Hazardous materials and chemicals are used daily in households and businesses throughout Stanton. In addition to the locations of large chemical and industrial factories, sources of hazardous materials can originate from seemingly harmless places such as service stations, dry cleaners, medical centers, and almost any industrial business. Hazardous waste can take the form of liquids, solids, contained gases, or sludge and can be the by-products of manufacturing processes or simply discarded commercial products, like cleaning fluids and pesticides.

In severe situations, Stanton may also be at risk of hazardous materials release events on a regional level. With the right prevailing wind conditions, airborne toxic material could spread to and impact various parts of the City's air basin.

TABLE 3-10: STANTON SPILL RELEASE REPORTING

Year	Reported Release
2010	6
2011	3
2012	2
2013	3
2014	2
2015	2
2016	1
2017	3
2018	2
2019	1
2020	2
2021	4

Source: [CalOES](#)

Table 3-10 identifies 31 spill releases of hazardous materials in Stanton that have been reported. **Figure 3-11** identifies the locations within the City where hazardous materials are present, including Department of Toxic Substances Control (DTSC) Cleanup sites, Environmental Protection Agency (EPA) Regulated sites, and plugged wells. This also displays the CalEnviroScreen score for the residents in the city. CalEnviroScreen is a mapping tool that helps identify California communities that are most affected by many sources of pollution and where people are often especially vulnerable to pollution's effects. While there is no extent scale for hazardous materials release, the probability of an incident is anticipated to be occasional each year.

PAST OCCURRENCES

Stanton has experienced 8 significant hazardous spill release events of at least 100 gallons since 2010, the latest occurring in 2019. **Table 3-11** highlights these events, which illustrate that all but three appear to have occurred due to accidents or equipment malfunctioning.

PROBABILITY OF FUTURE EVENTS

The majority of the significant release events within Stanton have occurred due to human error, malfunctioning equipment, or as a deliberate act. Given this, it is anticipated that future events within Stanton will include minor incidents similar to past occurrences as identified above.

CLIMATE CHANGE CONSIDERATION

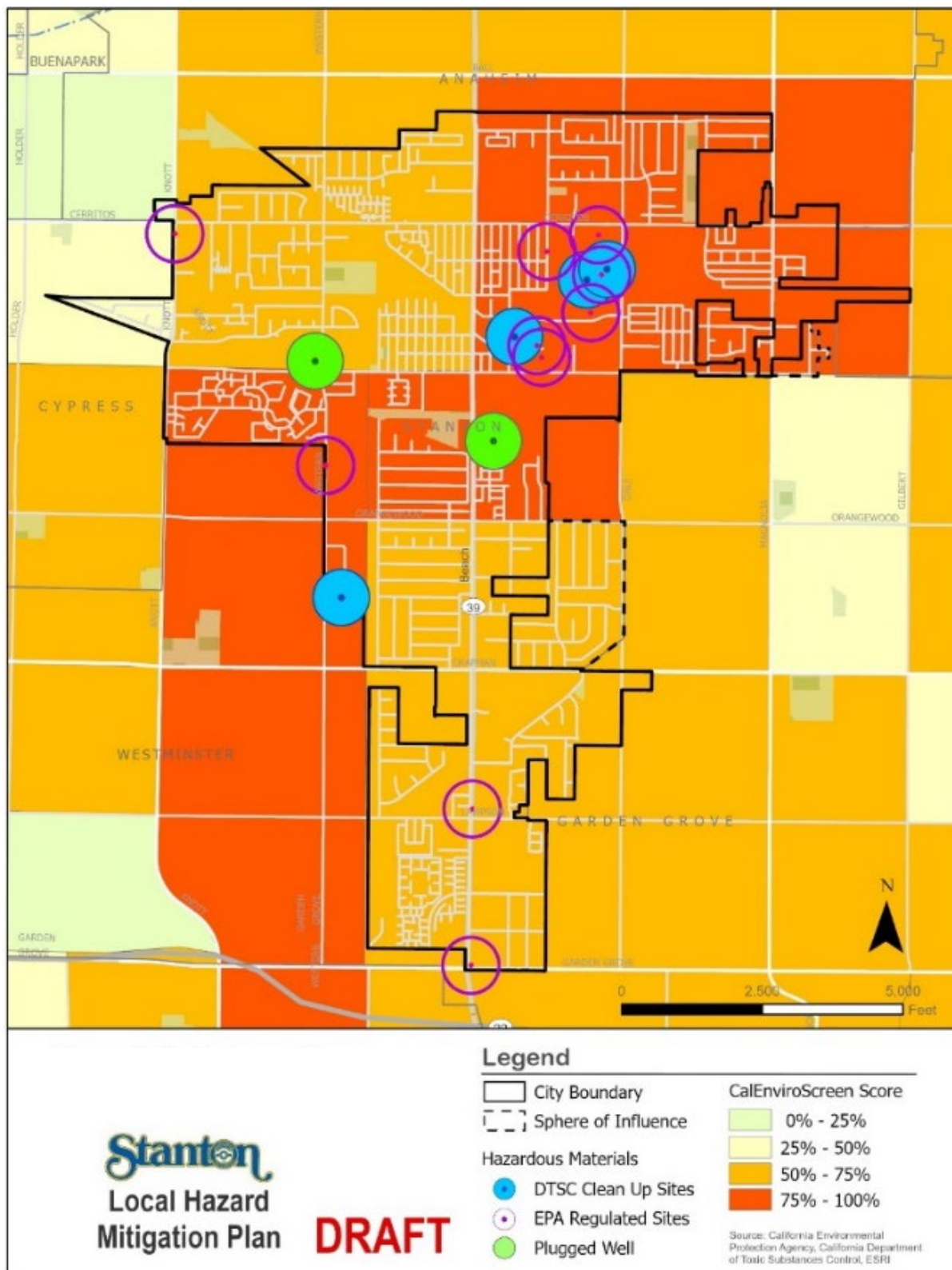
Climate-related natural hazard events, such as an intense flood, could cause hazardous materials release associated with transportation crashes or damage to storage containers or vessels containing these substances. Climate-related hazards could also exacerbate the effects and impacts of such events. For example, heavier rains could lead to more runoff from a site contaminated with hazardous materials.

TABLE 3-11: MAJOR HAZARDOUS SPILL RELEASE EVENTS OF 100 GALLONS OR MORE

Date	Location	Gallons	Incident type
3/4/2010	8101 Cerritos Ave.	15,000	Sewage: Grease blockage flowed into catch basin
11/25/2010	10698 Bell	100	Sewage: Blockage caused an overflow
7/25/2011	10971 Katella Ave.	110	Petroleum: Transformer release due to third party collision
3/16/2012	10502 Magnolia Ave.	9,640	Petroleum: Exceeded Maximum Daily Concentration Limit
7/30/2012	Grand Oaks and Cerritos	1,500	Sewage: Blockage in main sewer line
8/13/2013	8401 Industrial St.	275	Chemical: Polly tank ruptured
1/4/2017	12540 Beach Blvd.	500 – 1,000	Sewage: Private lateral blockage
8/29/2019	Dale Ave. at Monroe Ave.	1,000	Sewage: Blockage in the main line

Data collected from: <https://www.caloes.ca.gov/cal-oes-divisions/fire-rescue/hazardous-materials/spill-release-reporting>

FIGURE 3-11: CALENVIROSCREEN SCORING AND HAZARDOUS MATERIALS SITES IN STANTON



URBAN FIRE

DESCRIPTION

An urban fire is a fire that causes damage to buildings or infrastructure in an urbanized area. In some minor situations, the fire prompts the evacuation of the building's occupants, and the fire is contained within a short amount of time by firefighting teams or the building's fire suppression systems. In severe cases, the fire leads to the complete destruction of the building and can spread to other surrounding properties. Common causes of urban fires include stoves that are accidentally left on, short-circuited electrical equipment, or mishandling of household tools. Larger urban fires may be caused by breaches in gas pipelines, large transportation accidents, or downed electrical transmission wires. Fires may also be intentionally started by arsonists.

LOCATION AND EXTENT

Most of Stanton's buildings consist of wooden-frame construction, which is susceptible to catching fire. Even structures that do not have wooden frames, such as large medical facilities or office towers, are at risk of urban fires. These locations contain furniture, papers, plant material, textiles, and other objects that can be ignited. Given that a very large portion of Stanton is developed, urban fires can occur at any location in the City since any one of these structures has the potential to burn.

Fires are also likely to occur where significant pieces of infrastructure are located, such as gas pipelines, power lines, or highways. SoCalGas operates large high-pressure gas pipelines that run underneath streets and sidewalks of the City. If a pipeline were to breach and the released gas ignites, any structures located along the extent of the breach would likely catch fire. SoCal Edison owns and operates above-ground, high-voltage transmission lines strung from towers on a right-of-way through the City. While there are no structures directly beneath the towers in the utility right-of-way, several trees and an extensive lawn could ignite if a downed power line encountered them. If this landscaped space caught fire, it could spread to surrounding homes and buildings if hot cinders from the fire came in contact with the buildings. State Route 39 (Beach Boulevard) also runs through the City and carries thousands of vehicles every day. If a major transportation accident were to occur on this highway, it could potentially cause a fire. Given that the highway is non-flammable, it is anticipated that a fire that begins on the highway would most likely be contained to the highway. It is possible that an intense fire on this highway could spread to nearby houses and neighborhoods that run along Beach Boulevard.

A fire can only ignite if there are three elements present: heat, fuel, and oxygen. If any one of these elements is removed, the fire will extinguish itself. In Stanton, there is abundant fuel given the thousands of structures and flammable objects that are contained in each of them. Oxygen is nearly always present in most situations. Activity that creates intense heat that is unmonitored or unregulated may lead to the ignition of a fire. The National Institute of Fire and Technology has developed a scale that measures the increase in temperature and the kind of fire response that develops. **Table 3-12** shows the progression of temperature relative to fire response.

Once a fire has been ignited, it could conceivably grow to an indefinite size if abundant fuel and oxygen are available. For example, a fire that ignites in one house could hypothetically continue to expand and even spread to other adjacent houses if there was enough fuel to link the structures together. Fires in confined spaces may occasionally burn so intensely that they consume all the oxygen available to them

and burn out before expanding.

TABLE 3-12: FIRE SUSCEPTIBILITY BASED ON TEMPERATURE INCREASE

Temperature (°F)	Response
98.6 °F	Average normal human oral/body temperature.
101 °F	Typical body core temperature for a working fire fighter.
109 °F	Human body core temperature that may cause death.
111 °F	Human skin temperature when pain is felt.
118 °F	Human skin temperature causing a first-degree burn injury.
130 °F	Hot water causes a scald burn injury with 30 second exposure.
131 °F	Human skin temperature with blistering and second-degree burn injury.
140 °F	Temperature when burned human tissue becomes numb.
162 °F	Human skin temperature at which tissue is instantly destroyed.
212 °F	Temperature when water boils and produces steam.
482 °F	Temperature when charring of natural cotton begins.
>572 °F	Modern synthetic protective clothing fabrics begin to char.
≥752 °F	Temperature of gases at the beginning of room flashover.
≈1832 °F	Temperature inside a room undergoing flashover.

PAST EVENTS

Like most other cities in the surrounding area in Orange County, Stanton has experienced urban fires. Some examples of urban fires in Stanton and the region include:

- **Stanton, CA:** July 18, 2021, Firefighters were called to a fire reported at a duplex. They found and rescued an unconscious man and his dog. The man was taken to the hospital in critical condition; his dog was left in the care of neighbors. Firefighters were able to douse the blaze before it got out of control and spread to other homes.⁴⁶
- **Stanton, CA:** May 3, 2021, Firefighters were called to combat a structure fire at an auto repair shop on Beach Blvd. Once the blaze was extinguished, firefighters found the remains of a single deceased individual inside the structure.⁴⁷
- **Fullerton, CA:** An unknown serial arsonist started a series of 15 fires in trash bins and dumpsters throughout Fullerton across a five-month period from 2016 to 2017. Nobody was injured, and no

⁴⁶ Licas, Eric, <https://www.ocregister.com/2021/07/18/man-in-critical-condition-after-rescue-from-duplex-fire-in-stanton/>

⁴⁷ Fausto, Alma. <https://www.ocregister.com/2021/05/03/1-person-found-dead-after-firefighters-extinguish-stanton-auto-shop-fire/>

significant property was destroyed, though some of the containment sheds for the dumpsters were burned.⁴⁸

- **Seal Beach, CA:** The retirement community of Leisure World has experienced numerous fires within the last ten years. A carport caught fire in 2017, destroying eight vehicles and resulting in property damages worth \$220,000. In 2014, five homes in the community caught fire and caused damages worth an estimated \$1 million. In both instances, there were no fatalities.⁴⁹
- **Buena Park, CA:** In 2017, An OCFA fire station near the theme park of Knott's Berry Farm caught fire in the early morning resulting in the destruction of firefighting equipment worth \$1.5 million, including a 100-foot fire engine, an SUV, and two swift-water emergency vehicles. Nobody was harmed by the fire. The cause of the fire was uncertain, but it is suspected that the building's age was a contributing factor.⁵⁰
- **Anaheim, CA:** In April 1982, numerous homes and multi-family housing units caught fire, causing damages worth \$18.5 million and displacing 1,288 residents. The fire ignited in a palm tree after it repeatedly encountered a power line. The blaze eventually spread to surrounding buildings because of the intense Santa Ana winds.⁵¹



Aftermath of an OCFA fire station after it caught fire and burned in Buena Park. Image from the Orange County Register.

RISK OF FUTURE EVENTS

If the conditions for an urban fire exist in Stanton, the City will forever be at risk of experiencing an urban fire event. It is impossible to predict the precise likelihood of an urban fire emerging in the City, given how each fire event has unique origins. Some areas, however, are at an increased risk of an urban fire igniting, including the buildings along the SoCalGas pipeline's course through the City, the Greenbelt along the SoCal Edison right-of-way, and the properties along State Route 91. Given that no records of urban fire outbreaks in Stanton could be found, the overall likelihood of an urban fire starting in Stanton is exceptionally low.

⁴⁸ CBS Los Angeles. February 2017. 4 Early Morning Fullerton Fires Likely Linked to Arson Spree, Policy Say. <https://losangeles.cbslocal.com/2017/02/07/4-early-morning-fullerton-fires-likely-linked-to-arson-spree-police-say/>

⁴⁹ Fausto, A. July 2017. "Fire at Leisure World in Seal Beach destroys 7 cars 1 golf cart." OC Register. <https://www.ocregister.com/2017/07/03/fire-at-leisure-world-in-seal-beach-destroys-7-cars-1-golf-cart/>

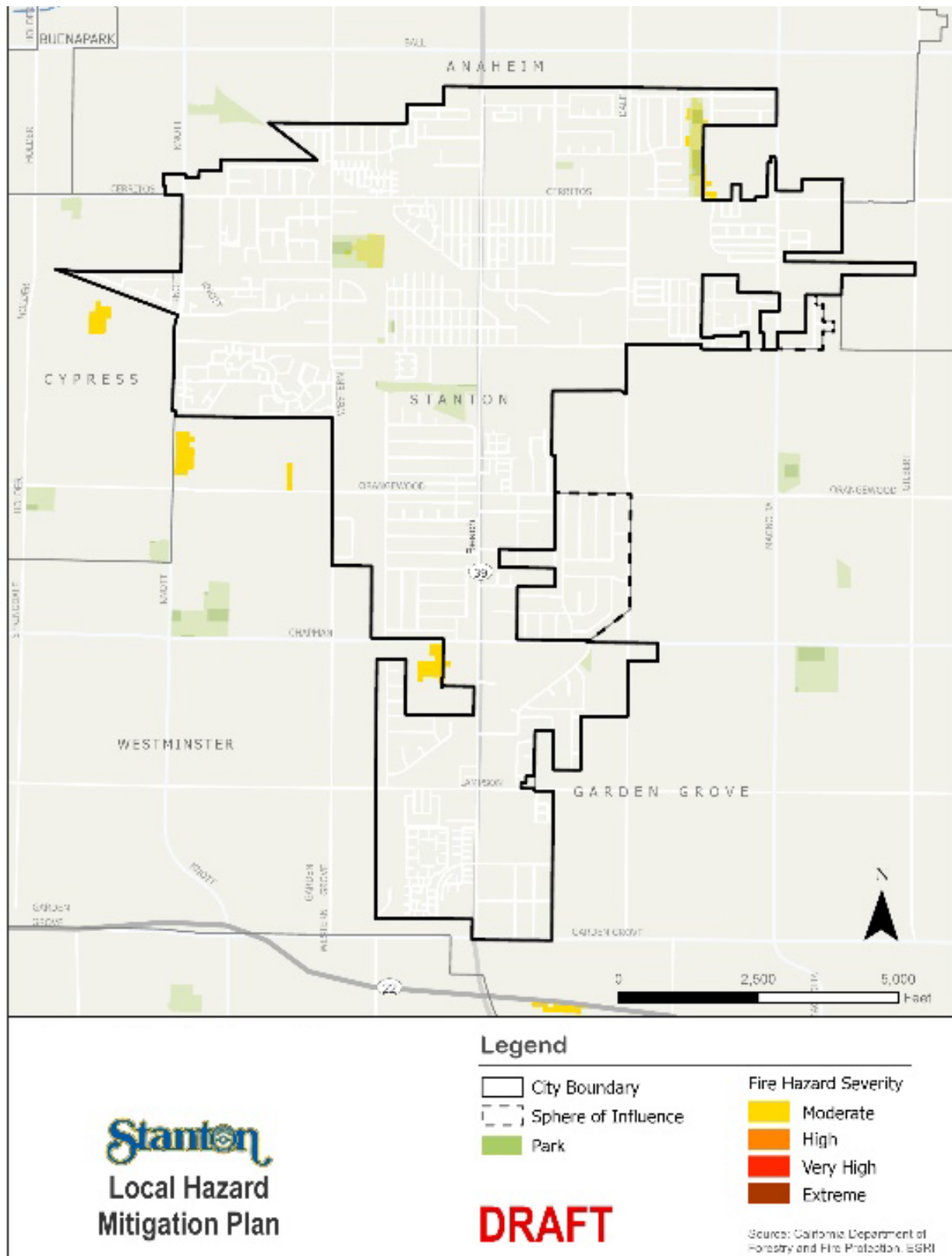
⁵⁰ Sudock, J. and Whitehead, B. January 2017. "Fire at fire station near Knott's destroys 4 fire vehicles, including \$1 million aerial truck. OC Register. <https://www.ocregister.com/2017/01/13/fire-at-fire-station-near-knotts-destroys-4-fire-vehicles-including-1-million-aerial-truck/>

⁵¹ Murphy, K. September 1985. "Anaheim Settles with Victims of 1982 Firestorm." Los Angeles Times. <https://www.latimes.com/archives/la-xpm-1985-09-12-me-21107-story.html>

CLIMATE CHANGE CONSIDERATIONS

While climate change has been linked to a potential increase in wildfire events, it is not clear exactly how climate change could influence the ignition or behavior of urban fires in Stanton.

FIGURE 3-12: FIRE HAZARD SEVERITY ZONES IN STANTON



DAM FAILURE

DESCRIPTION

Dam, reservoir, and levee failure can result from several causes such as earthquakes, rapidly rising floodwaters, and structural design flaws. These hazards can occur instantaneously or very gradually, depending on the source of the failure. Inundation associated with these events has the potential to cause loss of life, damage to property, and other ensuing hazards, as well as the displacement of persons residing in the inundation path.

LOCATION AND EXTENT

Inundation from Prado Dam could potentially result in the flooding of Stanton in the event of failure. Prado Dam is located approximately 27 miles east of the City, along the Santa Ana River in Riverside County. This dam facility poses the greatest risk to the City (and a majority of northern Orange County); due to its size and the amount of water impounded at full capacity. In the event of dam failure, the flood wave would take 6.5 hours to reach Stanton and be around four feet deep. Inundation from this facility would affect the entire City. Prado Dam is under the jurisdiction of the United States Army Corps of Engineers (USACOE) and, therefore, is subject to its Dam Safety Action Classification scale, a rating system that identifies the relative safety ratings of these facilities, displayed in **Table 3-13**. Dams that could impact Stanton have been identified in bold within this table. **Figure 3-13** identifies the potential inundation areas that could impact the City of Stanton. This figure shows the areas downstream that would be inundated by an unintentional breach from a dam's reservoir. The areas that could flood in the case of a dam breach are not necessarily the same areas that could be inundated by a 100-year or 500-year flood.

LOCALIZED FLOODING CONCERNS

Localized flooding is of concern within the City. Stanton is a relatively flat City, with several storm drains that traverse the City and eventually reach the Pacific Ocean. While these facilities can convey drainage, localized flooding could still impact neighborhoods within the City. Concern for flooding in Central Park and along the drainage of Western Ave are the areas identified by city staff.

PAST EVENTS

While California's dam infrastructure is recent in the state's history, there have already been major catastrophic dam failure events. One of the earliest in Southern California was the failure of the San Francisquito Canyon Dam. The dam experienced a structural failure because of insufficient geotechnical engineering by the then-Los Angeles Bureau of Water Works and Supply. At midnight on March 13, 1928, the 205-foot-tall structure gave way, unleashing a 120-foot-high wave of water traveling 18 miles per hour down the canyon. By 5:30 AM, the wave had traveled 54 miles from the dam site to the Pacific Ocean, killing at least 438 people, razing towns, and destroying infrastructure. It was reported that victims' bodies were recovered from the ocean as far south as the Mexico border. The disaster is considered one of the worst engineering failures in US history.⁵²

⁵² Riley, K. March 2018. 90 Years Later, The St. Francis Dam Failure Remains A Vital Safety Lesson. Association of State Dam Safety Officials. <https://damsafety.org/article/awareness/90-years-later-st-francis-dam-failure-remains-vital-safety-lesson>

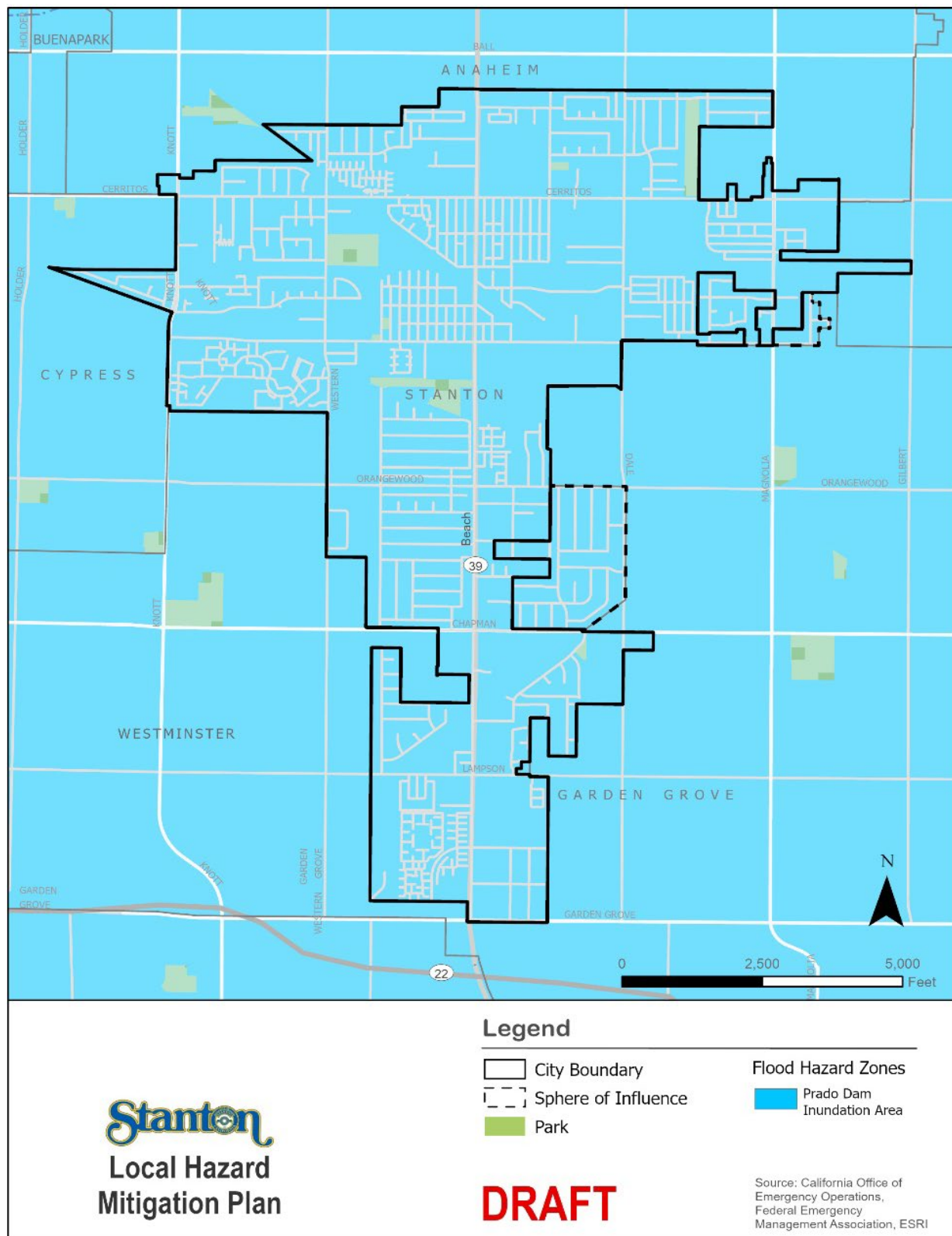
TABLE 3-13: DAM SAFETY ACTION CLASSIFICATION (DSAC) RATINGS

Numeral	Rating Name	Description	USACOE Los Angeles District Dams
I	Urgent and Compelling (Unsafe)	Dams where progression toward failure is confirmed to be taking place under normal operations, and the dam is almost certain to fail under normal operations within a time frame from immediately to within a few years without intervention; or the combination of life or economic consequences with probability of failure is extremely high.	Whittier Narrows Dam
II	Urgent (Unsafe or Potentially Unsafe)	Dams where failure could begin during normal operations or be initiated as the consequence of an event. The likelihood of failure from one of these occurrences prior to remediation is too high to assure public safety, or the combination of life or economic consequences with probability of failure is very high.	Prado Dam , Lopez Dam, San Antonio Dam, Santa Fe Dam, Corona National Housing Dike and Corona Sewer Treatment Dike, and Carbon Canyon Dam
III	High Priority (Conditionally Unsafe)	Dams that have issues where the dam is significantly inadequate or the combination of life, economic or environmental consequences with probability of failure is moderate to high.	Brea Dam, Haines Canyon Debris Dam, Hansen Dam, Painted Rock Dam, and Sepulveda Dam
IV	Priority (Marginally Safe)	Dams are inadequate with low risk such that the combination of life, economic or environmental consequences with a probability of failure is low, and the dam may not meet all essential USACE engineering guidelines.	Alamo Dam, Fullerton Dam, Mathews Canyon Dam, Mojave Dam, Pine Canyon Dam, and Whitlow Ranch Dam
V	Normal (Adequately Safe)	Dams considered adequately safe, meeting all essential agency guidelines, and the residual risk is considered tolerable.	None

Another, more recent dam failure in the region occurred at the Baldwin Hills Dam. On December 14, 1963, a structural failure in the dam caused a breach that unleashed 250 million gallons of reservoir water. Diligent work by maintenance crews detected the developing failure in the dam four hours before it breached. With the cooperation of local law enforcement, they were able to successfully evacuate and save nearly 1,500 people downstream from the reservoir. Five lives were lost in the ensuing wave of water, 65 homes were destroyed, and nearly \$11 million worth of property damage was incurred. The Baldwin Hills Dam was not rebuilt and is now a grassy basin in Kenneth Hahn Park, which is why it is not listed in **Table 3-13**.⁵³

⁵³ The Center for Land Use Interpretation. nd. Baldwin Hills Dam Failure Site. <http://clui.org/section/baldwin-hills-dam-failure-site>

FIGURE 3-13: PRADO DAM INUNDATION AREAS



The most recent incident in California is the Oroville Dam spillway failure that occurred in February 2017. The failure in the concrete chute caused a 60-foot-deep hole to develop in the lower third of the primary spillway because of normal operations undertaken to lower the reservoir in advance of a moderately large storm. A subsequent storm in the days after the initial incident and the inability to fully use the primary spillway led to the filling of the reservoir and the use of its unlined (natural) emergency spillway for the first time ever. After two days of usage causing erosion of the unlined hillside and head cutting (erosion upstream towards the earthen dam), concerns regarding the stability of the emergency spillway caused an evacuation of nearly 200,000 people downstream, prompting both immediate repairs and a re-evaluation of this dam facility and many others throughout the State of California since.⁵⁴

Near Stanton, only one dam incident has occurred, which involved an extensive episode of winter rains in 2005 inundating the Brea Dam reservoir, causing water to spill over its crest. The Fullerton Golf Course and sections of Bastanchury Road were flooded with water, but no lives were lost. The golf course was damaged, and the floodwaters eroded an adjacent storm channel.⁵⁵

RISK OF FUTURE EVENTS

Due to the looming presence of Prado Dam and the potential danger that it poses, the City could be at risk of inundation in the case of a significant dam failure. Potential consequences of dam failure are death or injury, people displaced from their homes, damage to existing public and private buildings, damage to infrastructure, loss of services from utilities, loss of government services, and economic losses. The US Army Corps of Engineers (USACE) evaluates, and rates dams based on confirmed or unconfirmed safety issues, probability of failure, and the potential consequences.

Prado Dam is an earth-filled dam built in 1941 by the Army Corps of Engineers on the Santa Ana River near the City of Corona in Riverside County. It is the primary flood control facility of the Santa Ana River watershed and has an area of more than 11,500 acres. The Army Corps of Engineers Dam Safety Program has recently re-rated the dam to be a high urgency (DSAC Rating II); it was scheduled to undergo modification to the existing spillway in 2021 to address safety concerns. Currently, this project has not been completed. Another project behind the dam is the Alcoa Aluminum Plant Dike, which is anticipated to protect several neighboring properties along Rincon Road in the City of Corona from a 190-year flood event. Generally, there is water impounded behind the dam during most of the year, but the reservoir can be empty during drought events.⁵⁶



⁵⁴ California Office of Emergency Services. 2018. California State Hazard Mitigation Plan. <https://www.caloes.ca.gov/cal-oes-divisions/hazard-mitigation/hazard-mitigation-planning/state-hazard-mitigation-plan>

⁵⁵ Rancho Santiago Community College District. nd. Part IV-D – Dam Failure. <https://rscdd.edu/Departments/Risk-Management/Documents/Risk%20Management/IV-D%20Dam%20Failure.pdf>

⁵⁶ U.S. Army Corps of Engineers Los Angeles District. May 2019. Corps reclassifies Prado Dam, implements risk-reduction measures. <https://www.spl.usace.army.mil/Media/News-Releases/Article/1849301/corps-reclassifies-prado-dam-implements-risk-reduction-measures/>

CLIMATE CHANGE CONSIDERATIONS

Climate change could increase the risk of a dam failure in the future. More intense rainstorms may increase the likelihood of reservoir infrastructure becoming overwhelmed, including the dams that control floodwaters from inundating Stanton and the rest of Orange County. Indirectly, increased climate change-induced rains may cause more erosion, which could compromise the dam's structural integrity or the foundation it sits on.

CHAPTER 4 – THREAT AND VULNERABILITY

THREAT ASSESSMENT PROCESS

The threat assessment process looks at the harm that Stanton may experience from a hazard event but does not consider its likelihood, so it gives equal consideration to hazards that are more likely (e.g., earthquakes, drought) as well as hazards that are less probable (e.g., urban fire, dam failure). Each hazard event that may cause harm to the City is discussed in three different areas: the physical threat to Critical Facilities (CFs) and Facilities of Concern (FOC), the social threat to vulnerable populations, and the threat to any other assets that may be affected.

Critical Facilities and Facilities of Concern

Critical facilities consist of properties and structures that play important roles in government operations and their services to the community. Examples of CFs include local government offices and yards, community centers, public safety buildings like police and fire stations, schools, and any other properties a city has deemed essential for its operations. Critical Facilities may also serve dual roles if a city designates them as public assembly points during an emergency. The City often owns CFs, but many are also owned and operated privately, such as some utilities and telecommunication infrastructure.

The Hazard Mitigation Planning Committee identified 17 CFs and 16 FOCs in Stanton that fall into 3 different categories based on their function or characteristics. **Table 4-1** shows the number of CFs and FOC in each category, the total estimated value of the facilities in each category, and examples of the facilities in each. **Appendix D** has a complete list of the CFs and FOC.

The potential loss value is the total insured value of the CFs that fall within the hazard zone. It is intended to provide the ballpark estimate of replacement cost if the property is completely or severely damaged. The actual repair costs could be smaller or larger than the provided estimate. The data relies on the City's Insured Asset Values, and therefore, information for facilities not owned by the City are not shown (e.g., bridges, private buildings). In some instances, replacement cost information was not made available. Where this occurs, "N/A" has been used within the table. Based on the available data provided by the City, there is a minimum of \$34,745,096 worth of City-owned assets. The greatest potential for loss among the City-owned assets comes from the City Facilities category, including City Hall, Fire, and Police Stations located in the City. The next category with the greatest potential for loss is the Park Facilities, including Stanton Central Park and the multitude of other city parks. To better understand the magnitude of impacts, this plan identifies representative percentages of potential impact based on the total valuation of City assets. For planning purposes, we identified different tiers of potential impact. It is reasonable to assume that impacts would not exceed 50% of the total asset value city-wide. The following are parameters to help understand how much a proposed investment/improvement compares to the existing assets within the City:

- 1% Impact - \$347,450
- 5% Impact - \$1,737,254
- 10% Impact - \$3,474,509
- 20% Impact - \$6,949,019
- 50% Impact - \$17,372,548

The likelihood that all facilities are completely damaged simultaneously is extremely remote. Most impacts are anticipated to be isolated to certain locations based on the hazard. This estimate does not include the value of underground infrastructure and surface drainage facilities owned and operated by the City.

TABLE 4-1: CRITICAL FACILITIES AND FACILITIES OF CONCERN

Category	Number of Facilities		Potential Loss
	Critical	Concern	
City Facilities (City Hall, Fire, Police)	17	1	\$30,926,200
Community Centers	0	2	\$1,089,200
Park Facilities	0	13	\$2,729,696
Total	17	16	\$34,745,096
* Potential loss data are estimates only, as replacement values for some facilities were not available. Actual losses may be greater than the estimate presented in this table.			

Vulnerable Populations

Factors such as age, physical and/or mental condition, socioeconomic status, access to key services, and many other factors affect the ability of people to prepare for and protect themselves and their property from a hazard event. Even though some hazard events may impact all parts of Stanton equally, different people may experience the impacts differently. Higher-income households, for instance, are likely more able to afford the cost of retrofitting their homes to resist flooding or move to a location that is less prone to flooding than a lower-income household. As a result, the higher-income household is less likely to experience significant damage during a flood event than the lower-income household, even if the same amount of rain falls on both.

A social threat analysis examines the ways hazard events are likely to impact different demographic populations in Stanton and where these different demographic populations live in the City. This includes assessing whether the people in an area of an elevated hazard risk are more likely than the average person to be considered a threatened population. The social threat analysis uses the following criteria to assess the threat to vulnerable populations:

- **Disability status:** Persons with disabilities may often have reduced mobility and experience difficulties living independently. As a result, they may have little or no ability to prepare for and mitigate hazard conditions without assistance from others.
- **Income levels:** Lower-income households are less likely to have the financial resources to implement mitigation activities on their residences. They may also struggle with having the necessary time to find and access educational resources discussing hazard mitigation strategies. Furthermore, lower-income households are less likely to afford to move to safer areas or less at risk of being impacted by a hazard. The national poverty limit standard for the U.S. for a four-

person family is approximately an income of \$26,500 or less. For Orange County, the FY 2020 Low-Income Limits for a four-person family, according to Housing and Urban Development (HUD), is \$102,450.

- **Seniors (individuals at least 65 years of age):** Seniors are more likely to have reduced mobility, physical and/or mental disabilities, and lower-income levels, all of which may decrease their ability to prepare for and mitigate a hazard event.

Table 4-2 shows the amounts of people in Stanton who meet at least one of the criteria for threatened, vulnerable populations. The data used is based on 2021 ACS projections data. It will differ slightly from the demographics data in **Chapter 2** as that data is based upon 2015-2019 ACS U.S. census survey data.

TABLE 4-2: STANTON THREATENED-POPULATION METRICS⁵⁷

Threatened Population Metrics	Community-Wide Data
Population	42,115
Households	11,399
Median household income	\$63,681
Renter Households	50.2%
Percentage of households with at least one person living with a disability	26.6%
Percentage of households living under the poverty limit	15.5%
Percentage of households with one member aged 65+	30.8%

The social threat analysis also shows the threat other populations may encounter, such as persons experiencing homelessness or persons without access to lifelines (vehicles or communication networks). Since data for these groups are not readily available, there is no definitive way to determine the amount of these persons in areas of elevated risk, so this assessment will discuss how these other threatened groups may also be affected on a general level.

Data Limitations and Notes on Vulnerability Tables

Due to data limitations, the data comparing the hazard zone population with the Citywide population comes from two separate sources. The Citywide data comes from the US Census Bureau's American Community Survey, and the hazard zone population data comes from ESRI's Business Analyst reports. As a result, there may be minor discrepancies in comparing the two data sets. The data that should be considered correct for this plan is the ACS data reported in Chapter 2.

OTHER ASSETS

In addition to the City's designated inventory of CFs/FOC and vulnerable populations, hazard events could threaten other important assets to Stanton. These assets may include services, artistic or cultural

⁵⁷ US Census Bureau, American Community Survey, 2015-2019 5-Year Estimates. 2019. "Table DP03: Selected Economic Characteristics in the United States."

https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_17_5YR_DP03&prodType=table

landmarks, or local economic activities. The threat assessment describes the potential harm to these other assets based on available information.

THREAT PROFILES

Seismic Hazards

PHYSICAL THREAT

Seismic Shaking

Many physical assets in the City are estimated to experience the same seismic shaking intensity, ranging from .75g to .85g (shaking intensity in relation to earth's gravity). Therefore, all facilities could potentially be damaged during a significant seismic event, which would likely be extremely costly for the City. If all facilities were to be damaged at the same time during a seismic shaking event, it can be assumed that the City would incur a percentage of the maximum potential loss of its physical assets. Assuming 20% of the City's assets are impacted, this potential loss could equate to approximately \$5.6 million. Underground physical assets, like pipelines or utilities, could be damaged if the intensity of the seismic shaking is severe enough. In such a scenario, natural gas and water delivery service to Stanton homes and businesses would be out of commission until repairs are completed. **Table 4-3** data analysis shows that 17 CFs and 16 FOCs could be affected by a seismic shaking event, with approximately \$34.7 million in potential loss to the city. **Figure 4-1** displays the locations of those mapped CFs and FOCs that could potentially be impacted by a seismic shaking event in the City.

TABLE 4-3: CRITICAL FACILITIES AND FACILITIES OF CONCERN (SEISMIC SHAKE 0.75 TO 0.85G)

Category	Number of Facilities		Potential Loss*
	Critical	Concern	
City Facilities (City Hall, Fire, Police)	17	1	\$30,926,200
Community Centers	0	2	\$1,089,200
Parks	0	13	\$2,729,696
Total	17	16	\$34,745,096
* Based on the City of Stanton insured replacement values			

Liquefaction

Due to the City's location near so many potentially active faults capable of generating large earthquakes, the potential for CFs and FOC to be affected by liquefaction is a concern. Like the other northwestern cities in Orange County (Cypress, Los Alamitos, Seal Beach, Seal Beach, and La Palma), Stanton is located in a geographical area where the soil makeup (sandy alluvial soils and sandy loams) is conducive to liquefaction hazards. According to city staff, the City's public works corporate yard has been sinking approximately an inch annually due to the effects of liquefaction. **Table 4-4** identifies the CFs and FOCs located within these areas, accounting for approximately \$34.7 million in potential losses affecting a total of 17 CFs and 16 FOCs in the City. **Figure 4-2** displays the locations of the mapped CFs and FOCs within the City located in liquefaction areas.

TABLE 4-4: CRITICAL FACILITIES AND FACILITIES OF CONCERN (LIQUEFACTION)

Category	Number of Facilities		Potential Loss*
	Critical	Concern	
City Facilities (City Hall, Fire, Police)	17	1	\$30,926,200
Community Centers	0	2	\$1,089,200
Parks	0	13	\$2,729,696
Total	17	16	\$34,745,096
* Based on the City of Stanton insured replacement values			

FIGURE 4-1: CRITICAL FACILITIES AND FACILITIES OF CONCERN LOCATED WITHIN SEISMIC SHAKING AREA

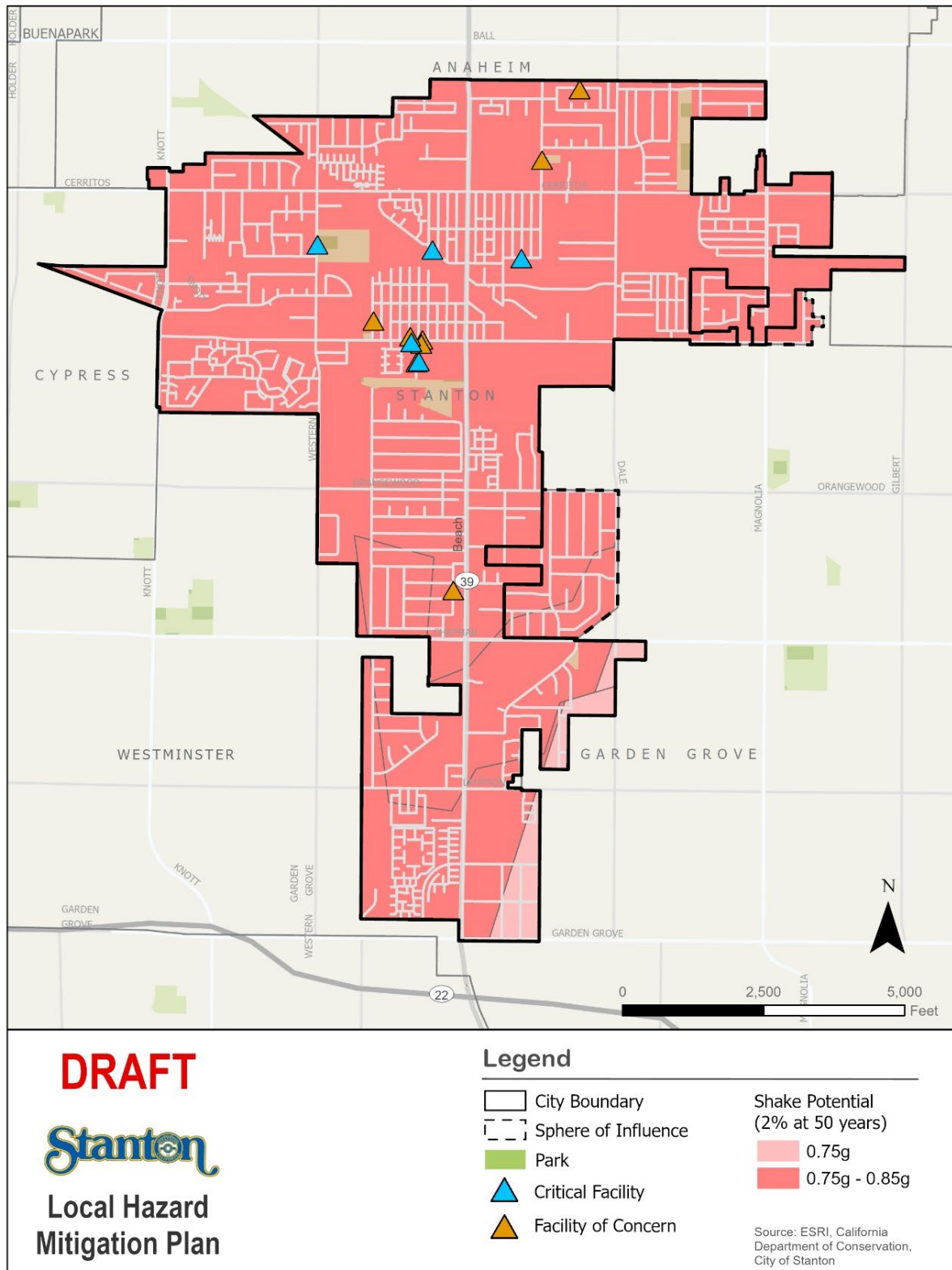
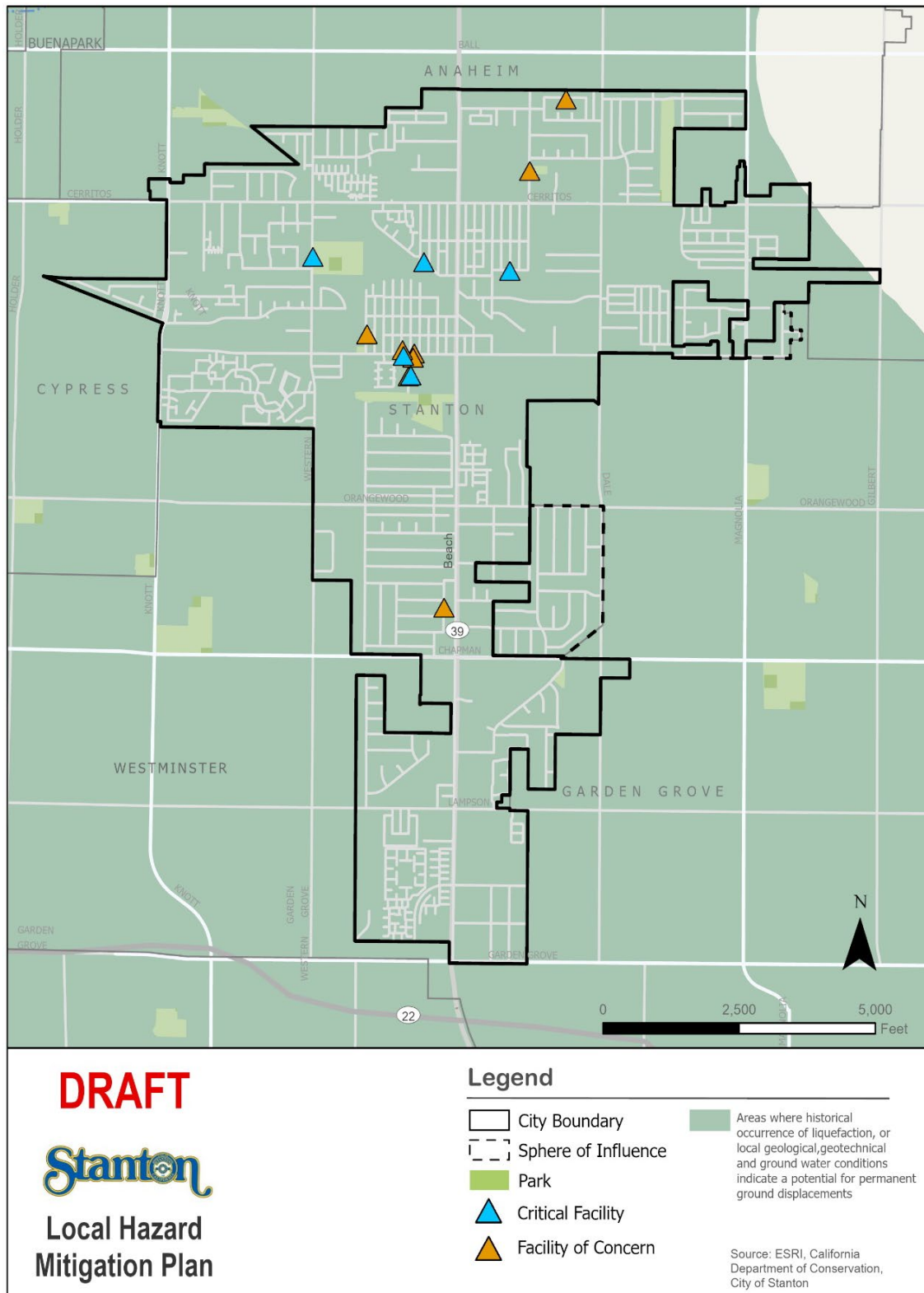


FIGURE 4-2: CRITICAL FACILITIES AND FACILITIES OF CONCERN LOCATED WITHIN LIQUEFACTION ZONES



SOCIAL THREAT

Seismic Shaking

Seniors, pregnant women, and persons with disabilities are more threatened by seismic shaking since they may have limited mobility and may not reach shelter in time. Even if these groups reach shelter in time, they may find themselves trapped if furniture or building components have fallen around them. Renters and low-income persons are also more threatened by seismic shaking since these groups may live in homes that are not properly retrofitted to survive the stresses of a seismic event. These groups may not be able to absorb the costs associated with repairing their homes or looking for new housing should their existing housing be too damaged for occupancy. **Table 4-5** compares the populations within the seismic shaking hazard zones with citywide populations. Of the approximately 42,115 residents of Stanton, roughly 1,720 residents live within the 0.75g seismic shake zone, while the remaining 40,395 live within the 0.75-0.85g seismic shake zone. The table breaks the areas into two (2) groups, those located within the seismic shake 0.75g threshold area and those located within the seismic shake 0.75-0.85g threshold area. Households located in these areas have a median household income of approximately \$2,432 (0.75g area) and \$113 (0.75-0.85g area) less than the Citywide median of \$63,681. Persons living with a disability in the 0.75g area (32.1%) is higher than the City average, while those living in the 0.75-0.85g area is slightly lower (26.3%) than the City average of (26.6%). The same can be said for the percentages of households living with a member aged 65+, 0.75g area is higher (43.5%) than the City percentage of (30.8%) while those in the 0.75-0.85g area is slightly lower at (30.3%).

TABLE 4-5: SEISMIC SHAKE HAZARD THREATENED POPULATIONS

Threatened Population Metrics	Seismic Shake 0.75	Seismic Shake 0.75 to 0.85	City of Stanton
Population	1,720	40,395	42,115
Households	422	10,977	11,399
Median household income	\$61,249	\$63,794	\$63,681
Renter Occupied Households	44.8%	50.5%	50.2%
Percentage of households with at least one person living with a disability	32.1%	26.3%	26.6%
Percentage of households living under the poverty limit	10.6%	15.7%	15.5%
Percentage of households with one-member aged 65+	43.5%	30.3%	30.8%

Liquefaction

The entire City's population is located within a designated zone of liquefaction. Thankfully, much of the construction throughout the City over the years has considered liquefaction. Newer buildings constructed in these areas are anticipated to contain moderate and high-income tenants with greater amounts of disposable income to use during recovery after an incident. However, lower-income residents and residents located in areas of older construction may be impacted greater due to the lack of financial resources needed to make repairs and/or the cost associated with retrofitting older buildings.

Table 4-6 compares the populations within the liquefaction hazard zones with citywide populations. Since the entire city is located in a liquefaction hazard zone, there is nothing to compare.

TABLE 4-6: LIQUEFACTION HAZARD THREATENED POPULATIONS

Threated Population Metrics	Liquefaction Zones	City of Stanton
Population	42,115	42,115
Households	11,399	11,399
Median household income	\$63,681	\$63,681
Renter Occupied Households	50.5%	50.5%
Percentage of households with at least one person living with a disability	26.2%	26.2%
Percentage of households living under the poverty limit	15.5%	15.5%
Percentage of households with one member aged 65+	30.8%	30.8%

OTHER THREATS

Seismic Shaking

As early earthquake warning systems become operational soon, it can be expected that utilities will take advantage of these warnings to shut off gas, water, and power transmission to control any potential leaks following the event. Authorities may have enough time to halt the use of bridges or move workers to a safe distance away from hazardous locations. Workers will cease their activity and take shelter until they can be safely evacuated. Therefore, all services will be non-operational during the seismic shaking and remain inactive until authorities are confident that it is safe to reactivate utilities and return employees to their workplaces. The length of this time would vary depending on the magnitude of the event. A significant earthquake would likely put utilities out of commission and halt any employment activity in the City for a few hours or several days. The City and the region would lose the economic activity that normally occurs. Like telephone poles or power transmission towers that are felled by the shaking, structures could block roadways and prevent first responders from reaching victims or evacuees who need assistance.

Liquefaction

Services and mobility may be disrupted during and following a liquefaction event. Sidewalks, roadways, and pipelines may become fractured and disjointed because of the liquefying soils. Roads and sidewalks may be usable in some form, but a severe liquefaction event may render them impassible until they are repaired. Broken gas and water pipelines would result in utility outages, with services delayed until this infrastructure is repaired/replaced. Damage to power lines is unlikely since they are not rigid structures and can move if any transmission towers experience slight leaning. Homes and mid-rise office buildings may be damaged if the soils beneath lose strength, rendering these locations unsafe for occupancy.

Power Failure

PHYSICAL THREAT

Power shortages throughout the City can affect any CF or FOC at any time. Traffic control infrastructure, communications networks, and emergency services are just a few critical services/infrastructures that can

be disrupted during a power outage. Facilities such as police stations and fire stations are equipped with backup generators to ensure continuity of operations in the event of power outages; however, generators can sometimes fail. In addition, physical damage to systems could result from intermittent or unexpected power loss that damages electrical and computer equipment. These events could result from maintenance, isolated power outages due to equipment failure, or loss of power from infrastructure (powerlines, powerplants, transformers, sub-stations) failure.

SOCIAL THREAT

Persons with health issues are more vulnerable to this hazard since they may rely on medical equipment that requires the use of power. Vital medical treatments such as dialysis are at risk of being canceled or postponed if a medical facility does not have enough backup generator power to conduct appointments. If the power outage occurs during the warmer months, young children, the elderly, or people suffering from serious medical conditions are more vulnerable to heat-related complications if they are unable to relocate to a cooler location. Additionally, lower-income residents may be affected if the power outage lasts for an extended amount of time, as they may not be able to afford to replace the food spoiled from the loss of refrigeration.

OTHER THREAT

Power loss events can cause significant damage to equipment and infrastructure. With older structures, electrical wiring and outlets may not meet current building code requirements, which could become damaged during power surges or damage the devices connected to them. In addition, many businesses and residents may not use proper equipment to help prevent power surges or power loss, which can impact the functions and operations of businesses, City services, or affect residents in negative ways. Given the potential for future power loss events, protective measures (improved outlets, ground fault circuit interceptor outlets, surge protectors, and backup battery (uninterruptible power supply) technologies should be promoted in any retrofits and improvements within the City. Current and future climate change mitigation and adaptation efforts in Stanton should prioritize energy efficiency measures, generate energy locally from clean and renewable sources, and build reliability & redundancy using the latest technologies in energy storage and backup systems.

Drought

PHYSICAL THREAT

Since the primary threat from drought is reduced water supply and availability, there are no foreseeable threats to any of the physical assets in the City. Most of the City's water comes from local groundwater sources, which are drought resilient. It is possible that any water delivery infrastructure that is not used or used less than usual may fall into some degree of disrepair if maintenance is deferred. Lower water pressures may cause some aged water pipes to release rust particles into the water supply.

SOCIAL THREAT

Droughts are unlikely to cause serious social threats to households in Stanton, though residents and business owners in the City may experience financial impacts associated with water conservation efforts. Those with less access to financial resources, such as low-income households or seniors, could be harder hit if higher water rates or additional fees are imposed during a severe drought event.

OTHER THREATS

A typical drought is not anticipated to lead to any outages in service in Stanton. However, an exceptional drought may lead to restricted water use for residents or businesses in the City. Trees that are not adequately adapted to lower irrigation levels could perish, which would alter the City's aesthetic appearance. Please refer to the Tree Mortality discussion under Diseases and Pests for more specific information on tree health. Any open spaces with extensive lawns may start to die, turning brown in color, which could discourage residents from using these parks and open spaces.

Extreme Heat

PHYSICAL THREAT

Very high temperatures can cause roads to deform and buckle as the concrete expands in the heat, especially weaker spots in the pavement, such as areas that have not been maintained well. Power lines and other sections of the electrical grid are less effective in higher temperatures and may suffer damage due to stress during extreme heat events.

Buildings with dark materials and pavements will absorb more heat than vegetated surfaces or lighter materials, which are better at reflecting the sun's energy. This urban heat island effect is strongest during hot periods when the sun is strongest.

SOCIAL THREAT

Whereas a heat event can be relatively harmless for those with a reliable means for staying hydrated and cool, it can be deadly for others. Young children, the elderly, or people suffering from serious medical conditions are physiologically more vulnerable to heatstroke. Some senior citizens also take medication that can make it harder for their bodies to maintain a safe internal temperature, creating an additional threat from extreme heat events. Young children may be more vulnerable since they are not aware of the signs of dehydration or ways of protecting themselves from heatstroke.

Homeless people are at a high risk of health complications during heat waves, especially if they are unsheltered. According to the OC Homeless Management Information System data, in 2019, there were approximately 6,860 individuals experiencing homelessness in the county, with 57% unsheltered and 42% sheltered.⁵⁸ These people are vulnerable to heatstroke during a heatwave, especially if they cannot reach a cooling center.

Sudden spikes in heat can catch people by surprise. Stores can rapidly sell out of fans, air-conditioning units, or drinking water during a heatwave. Lower-income households or those with limited mobility may be unable to acquire enough insulation or cooling devices without significant preparations. This can be further compounded by the threat of Public Safety Power Shutoff events. During these events, extreme heat impacts may affect larger portions of the City and populations that would not be viewed as vulnerable under normal circumstances.

⁵⁸ OCHMIS.org. 2019. Orange County Point in Time Count 2019: Homelessness in Orange County.
<http://ochmis.org/wp-content/uploads/2019/08/2019-PIT-Infographic-7.30.2019.pdf>

OTHER THREAT

Extreme heat causes power lines to function less efficiently, resulting in less power being transmitted to the City. At the same time, extreme heat usually prompts homes and businesses to rely on air-conditioning units, which increases the demand for electricity. When the demand for electricity exceeds the rate of supply, it can result in “brownouts” or power outages in certain areas. During an intense regional heat event, where hundreds of thousands of people may be drawing on the regional power network, it is possible that a blackout, or a complete power outage, could occur in the City as well as surrounding jurisdictions. Since extreme heat can occur suddenly, some people may be caught by surprise. Stores in the City may quickly run out of air-conditioning units or fans. In some cases, it may be too hot outside for outdoor activities to take place. Outdoor programming or events by the City may need to be canceled or rescheduled to a day that is cooler.

Urban Flooding

PHYSICAL THREAT

All of Stanton is located within the 500-year flood zone (0.2% Annual Chance of Flooding). Any physical assets located within these mapped boundaries can expect to be inundated if enough precipitation were to fall, exceeding the storm drain infrastructure design capacity in these areas. Electronic or mechanical equipment on the ground could become waterlogged and nonfunctional. The City has several key underpasses beneath major freeways that, if flooded, could impact circulation throughout the City. **Table 4-7** identifies the physical assets in Stanton located within the 100-year and 500-year flood zone. There are no CFs or FOCs located within the 100-year zone; however, 17 CFs and 16 FOCs are located within the 500-year flood zone and account for approximately \$34.7 million in potential losses to assets exposed to flooding damage within the City. **Figure 4-3** displays the locations of the mapped CFs and FOCs within the FEMA 500-year flood zone; this is also the potential inundation zone for Prado Dam (*discussed in the Dam Failure section*).

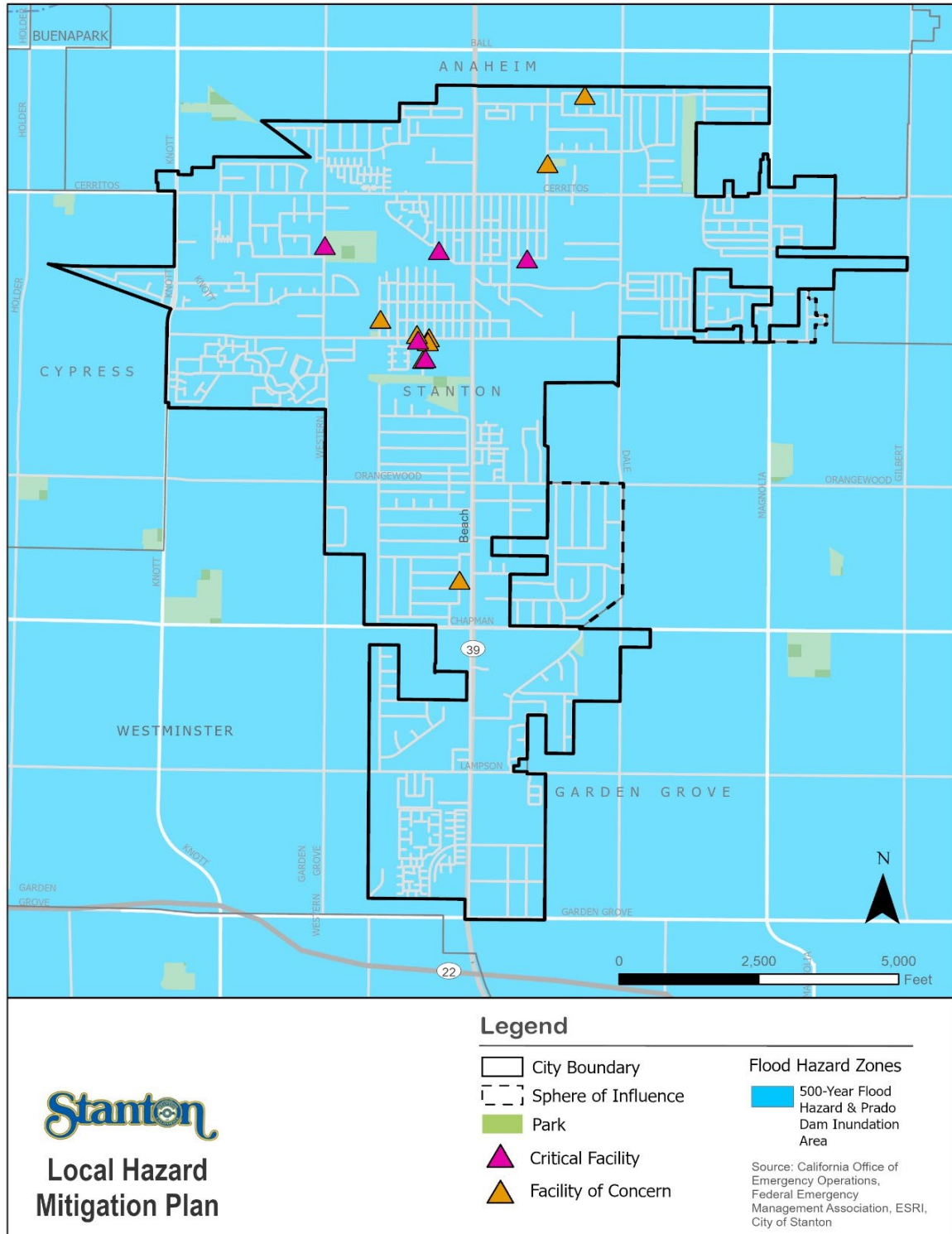
TABLE 4-7: CRITICAL FACILITIES AND FACILITIES OF CONCERN (100-YEAR & 500-YEAR FLOOD ZONES)

Category	Number of Facilities		Potential Loss* 100-Year Flood Zone	Number of Facilities		Potential Loss* 500-Year Flood Zone
	Critical	Concern		Critical	Concern	
City Facilities (City Hall, Fire, Police)	N/A	N/A	\$0	17	1	\$30,926,200
Community Centers	N/A	N/A	\$0	0	2	\$1,089,200
Parks	N/A	N/A	\$0	0	13	\$2,729,696
Total	N/A	N/A	\$0	17	16	\$34,745,096

* Replacement Values Unavailable

** Based on the City of Stanton insured replacement values

FIGURE 4-3: CRITICAL FACILITIES AND FACILITIES OF CONCERN LOCATED IN THE FEMA 500-YEAR FLOOD ZONE



SOCIAL THREAT

Floodwaters in these areas are not anticipated to rise to more than a maximum of one foot. Flooding of this type would likely inundate curb cuts and sidewalks to some extent. Any people in Stanton who walk or bike as their primary form of transportation may encounter greater difficulties with their mobility if they do not have access to an alternative means of transportation. Seniors, persons with disabilities, and low-income persons are those most likely to be threatened. **Table 4-8** shows the proportions of Stanton's vulnerable populations likely to face a greater threat from a flood event in the City. Based on the analysis in **Table 4-8**, the median household income in the 500-year flood zone is the same as the citywide average because the whole city would be affected by a flood.

Additionally, persons experiencing homelessness may be caught outside during flood conditions without any shelter. Though floodwaters in Stanton are not expected to exceed a depth of one foot, even a floodwater depth of six inches may render any makeshift structures uninhabitable during the flood event. Possessions such as sleeping bags or electronic devices may be damaged or swept away by the floodwaters.

TABLE 4-8: FLOOD FAILURE HAZARD THREATENED POPULATIONS

Threatened Population Metrics	Flood Hazards (100-Years)	Flood Hazards (500-Years)	City of Stanton
Population	N/A	42,115	42,115
Households	N/A	11,399	11,399
Median household income	N/A	\$63,681	\$63,681
Renter Occupied Households	N/A	50.2%	50.2%
Percentage of households with at least one person living with a disability	N/A	26.6%	26.6%
Percentage of households living under the poverty limit	N/A	15.5%	15.5%
Percentage of households with one member aged 65+	N/A	30.8%	30.8%

OTHER THREATS

Flooding may temporarily stop any type of transportation in the City. Debris carried by floodwaters can block roadways, hinder access for vehicles, and potentially affect emergency response services. Rushing water only one foot deep is enough to carry small vehicles. A severe flood situation where the maximum anticipated flood depth of one foot is realized may prevent people who own smaller vehicles from driving to work, leading to reduced economic activity. Severe flooding that causes serious damage to homes and businesses would most likely also reduce economic activity until repair work is completed.

Hazardous Materials Release

PHYSICAL THREAT

Hazardous materials can cause damage to physical assets in Stanton if they are released into the environment. Corrosive hazardous materials can damage building exteriors of CFs or FOC. Flammable hazardous materials can potentially start fires and may cause any CFs or FOC nearby to flashover.

Generally, sites closer to the origin for the release of hazardous materials are threatened greater than those further away.

Table 4-9 shows the numbers of physical assets in Stanton threatened by a hazardous materials release within 500 feet of a site storing or using hazardous materials. There are no CFs or FOCs within 500 feet of a potential hazardous materials release.

TABLE 4-9: CRITICAL FACILITIES AND FACILITIES OF CONCERN (HAZMAT BUFFER 500 FT)

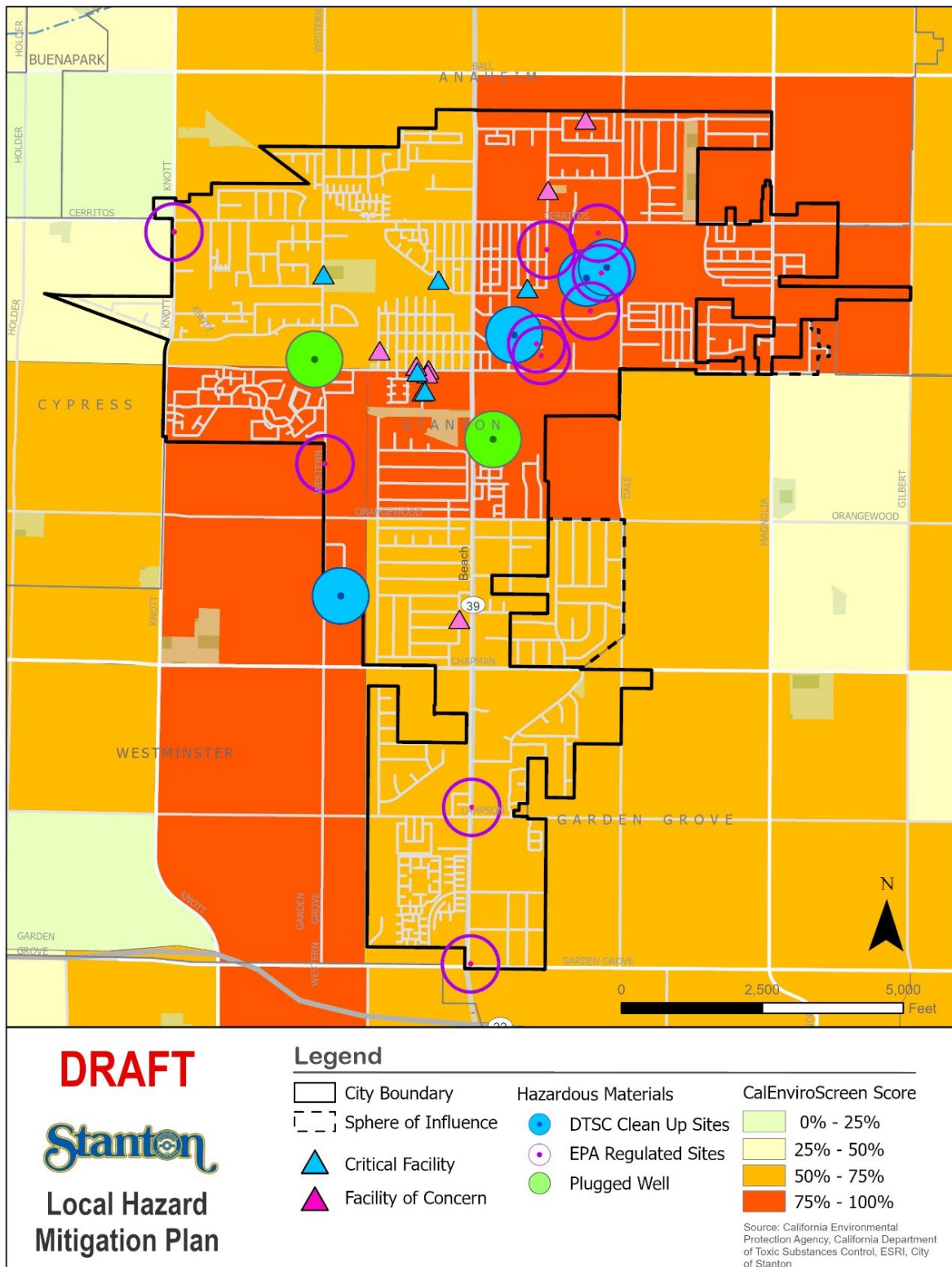
Category	Number of Facilities		Potential Loss*
	Critical	Concern	
City Facilities (City Hall, Fire, Police)	0	0	\$0
Community Centers	0	0	\$0
Parks	0	0	\$0
Total	0	0	\$0
* Replacement Values Unavailable			
** Based on the City of Stanton insured replacement values			

Table 4-10 identifies the number of facilities located within areas of increased pollution (Census Tracts in the 50th percentile or greater), as indicated by Cal EPA's Cal Enviro Screen dataset. Based on this dataset, 17 CFs and 16 FOCs are located within these census tracts. Based on this analysis, approximately \$34.7 million in potential losses could occur if a hazardous materials incident were to occur. **Figure 4-4** displays the locations of CFs and FOCs that are located within areas of the City where a Cal Enviro Screen score of 50% or above is present

**TABLE 4-10: CRITICAL FACILITIES AND FACILITIES OF CONCERN
(CAL ENVIRO SCREEN – 50% OR ABOVE)**

Category	Number of Facilities		Potential Loss*
	Critical	Concern	
City Facilities (City Hall, Fire, Police)	17	1	\$30,926,200
Community Centers	0	2	\$1,089,200
Parks	0	13	\$2,729,696
Total	17	16	\$34,745,096
* Based on the City of Stanton insured replacement values			

FIGURE 4-4: CRITICAL FACILITIES AND FACILITIES OF CONCERN LOACATED IN AREAS WITH CAL-ENVIROSCREEN SCORE OF AT LEAST 50%



SOCIAL THREAT

The threat of a hazardous materials release event affects those closest to a source of hazardous materials, including industrial sites, gas stations, gas transmission lines, or sewer mains. **Table 4-11** shows the City's vulnerable populations living within 500 feet of a hazardous materials storage/waste site. The median household income is approximately \$36,000 more than the rest of the City. This suggests that higher-income populations may be living near hazardous materials locations. This data also suggests higher percentages of households with at least one person living with a disability and a higher percentage of households with one member aged 65+.

TABLE 4-11: HAZARDOUS MATERIALS THREATENED POPULATIONS (500 FEET)

Threatened Population Metrics	500 Feet from Hazardous Materials Site	City of Stanton
Population	804	42,115
Households	202	11,399
Median household income	\$100,000	\$63,681
Renter Occupied Households	26.7%	50.2%
Percentage of households with at least one person living with a disability	33.3%	26.6%
Percentage of households living under the poverty limit	8.5%	15.5%
Percentage of households with one member aged 65+	39.2%	30.8%

Stanton residents living next to major transportation infrastructures, such as highways or major arterial streets, also face a greater threat of being affected by a hazardous materials release since vehicles transporting hazardous materials may release their contents into the environment if involved in a collision.

Groups such as the elderly, low-income persons, or renters face a greater risk of exposure since they may not have the financial resources necessary to retrofit their homes against infiltration by hazardous materials or move away to a home that is further from the potential sources of hazardous materials release events. **Figure 4-4** also displays the areas of the city where a high Cal Enviro Screen score can potentially negatively affect the population living in these areas.

OTHER THREATS

Hazardous materials release could threaten the City's transportation networks and potentially the region's. Large areas of the local road or rail systems may be closed to keep people away from areas contaminated with hazardous materials to allow remediation and cleanup activities to occur. If a highly corrosive hazardous material is released, it could potentially cause significant damage to the exteriors of any homes or businesses in the area surrounding the release. Hazardous materials could also harm the City's urban forest, resulting in the premature death of vegetation in the affected areas.

Urban Fires

PHYSICAL THREAT

Structures and physical assets in Stanton that are not equipped with fire suppression technology or design features that mitigate fire vulnerability are at risk of fire. Generally, these buildings are older, may not be well maintained, or not meet current code requirements and regulations. While all structures can be impacted by urban fire, older structures may have increased vulnerability to this hazard. Power lines located around overgrown trees, where the tree crown envelopes part or all the power lines, are also at risk of catching fire. When the wires overheat, they may ignite a fire in the tree, spread back to the power lines themselves, and burn the power line infrastructure. Underground utilities, like water delivery systems, residential electrical systems, or natural gas pipelines, are not threatened by the occurrence of fire since any urban fires that emerge in Stanton are likely to occur on the surface. According to Cal Fire, the City has a moderate fire-threat area, which would be most prone to a fire event. **Table 4-12** data analysis shows that no CFs or FOCs are located within these fire hazard severity zones; however, the potential for an urban fire will always be present.

TABLE 4-12: CRITICAL FACILITIES AND FACILITIES OF CONCERN (FIRE HAZARD SEVERITY ZONE)

Category	Moderate Fire– Number of Facilities		Potential Loss*	High Fire – Number of Facilities		Potential Loss*
	Critical	Concern		Critical	Concern	
City Facilities (City Hall, Fire, Police)	N/A	N/A	-	N/A	N/A	-
Community Centers	N/A	N/A	-	N/A	N/A	-
Parks	N/A	N/A	-	N/A	N/A	-
Total	N/A	N/A	-	N/A	N/A	-
* Replacement Values Unavailable						
** Based on the City of Stanton insured replacement values						

SOCIAL THREAT

A fire hazard most immediately threatens seniors and persons with disabilities. These groups may have limited mobility and weakened environmental awareness. For example, a senior who lives alone may not be aware that a fire has been ignited in their house until the room begins to fill with smoke or even flashover, at which point escape may be more difficult or impossible. Therefore, a fire that starts in or spreads to any senior residences in Stanton could be highly threatening to those populations. Persons with disabilities may require special mobility devices or caregiver assistance to go outside, which may not be readily available when the fire ignites. Other groups with increased threat levels include lower-income persons and renters. These persons may live in substandard housing with outdated materials known to be flammable. Renters and lower-income persons may also live in housing units with improperly designed or maintained electrical or heating systems that could lead to a fire. Additionally, these groups may not possess enough financial resources to rebuild their homes or search for new homes after an urban fire. Based on **Table 4-13**, the City does not have residents located within high fire hazard areas but does in

moderate fire hazard areas. Data suggests that persons living in the moderate fire threat zone have a higher median income than the rest of the city and have greater financial resources to recover after a fire.

TABLE 4-13: FIRE HAZARD SEVERITY ZONE THREATENED POPULATIONS

Threatened Population Metrics	Moderate Fire Hazards	High Fire Hazards	City of Stanton
Population	309	N/A	42,115
Households	106	N/A	11,399
Median household income	\$84,866	N/A	\$63,681
Renter Occupied Households	54.7%	N/A	50.2%
Percentage of households with at least one person living with a disability	29.1%	N/A	26.6%
Percentage of households living under the poverty limit	12.0%	N/A	15.5%
Percentage of households with one member aged 65+	38.5%	N/A	30.8%

OTHER THREATS

Urban fires can consume power lines and force utility operators to shut off electrical and gas transmission activity, leading to utility outages in Stanton homes and businesses. Any streets surrounded by blazes or blocked by burning debris would hinder transportation, prevent victims from escaping, and block emergency response crews from reaching the source of the fire. Anyone living towards the end of a cul-de-sac faces an elevated threat of being trapped if the fire occurs or spreads to the mouth of the street. Fires that destroy trees or vegetation (especially within parks and open space areas) could limit or prevent the use of these areas affecting recreational opportunities for residents.

Public Safety Power Shutoffs (PSPS) will become a significant issue for many communities throughout California. Although there are no designated PSPS circuits within Stanton, the potential for large-scale events affecting residents and businesses should be an ongoing concern. In the event of a PSPS outage in neighboring cities within the region, the City's resources could be strained as residents of affected areas seek refuge in communities that have power. Outreach to residents and businesses to help them understand and prepare for these future events will become an important aspect of the City's overall hazard mitigation strategy.

Dam Failure

PHYSICAL THREATS

Various factors, such as the amount of water released, the distance between the dam failure site, and the topography of the surrounding land, all influence the extent to which physical assets in Stanton are threatened. Prado Dam has large storage capacities that could lead to widespread inundation of large areas in Stanton if the reservoir waters are released due to a dam breach. **Table 4-14** identifies the physical assets in Stanton that are threatened by the potential failure of Prado Dam. If Prado Dam were to fail at maximum capacity and release the water in its reservoir, it would threaten a variety of CFs and FOCs in Stanton. Based on this analysis, dam inundation could affect a total of 17 CFs and 16 FOCs in the City,

potentially causing \$34.7 million in loss damage. **Figure 4-3** (found in the Flood section above) also displays the inundation zone of Prado Dam and the CFs and FOCs located in the inundation area.

TABLE 4-14: CRITICAL FACILITIES AND FACILITIES OF CONCERN (DAM FAILURE)

Category	Number of Facilities		Potential Loss*
	Critical	Concern	
City Facilities (City Hall, Fire, Police)	17	1	\$30,926,200
Community Centers	0	2	\$1,089,200
Parks	0	13	\$2,729,696
Total	17	16	\$34,745,096
* Based on the City of Stanton insured replacement values			

SOCIAL THREATS

Dam failure hazards in the City would impact a variety of downstream properties and the residents that live or work there. **Table 4-15** identifies potential dam impacts from the failure of Prado Dam. Since the entire city would be affected by the Prado Dam, the total city population would be at risk of dam inundation.

TABLE 4-15: DAM INUNDATION HAZARD THREATENED POPULATIONS

Threated Population Metric	Prado Dam	City of Stanton
Population	42,115	42,115
Households	11,399	11,399
Median household income	\$63,681	\$63,681
Renter Occupied Households	50.2%	50.2%
Percentage of households with at least one person living with a disability	26.6%	26.6%
Percentage of households living under the poverty limit	15.5%	15.5%
Percentage of households with one member aged 65+	30.8%	30.8%
Percentage of Stanton potentially inundated (acres)	100%	100%

OTHER THREATS

Dam failures are often triggered by other events (seismic shaking, intense rainstorms, etc.). There would almost certainly be service disruptions in Stanton when these events occur. Floodwaters would quickly inundate the City, disrupting utilities, such as water, power, heating, and other services such as

communications or transportation infrastructure. Residents may find that street lighting and traffic signals may be temporarily disabled. The rapid inundation of water would sweep up any debris, which could block roads, impeding traffic flow. Water would most likely inundate roadways and other low-lying, flat areas, such as parking lots, open spaces, and schoolyards. In severe scenarios, people's mobility in these areas would likely be restricted or even impossible. Any unprotected or unhoused mechanical or electronic equipment that is not properly elevated would become waterlogged and inoperable until crews can conduct repairs or replacement, if necessary.

CHAPTER 5 – HAZARD MITIGATION STRATEGY

STRATEGY DEVELOPMENT PROCESS

Stanton’s hazard mitigation strategy is a comprehensive set of actions intended to reduce the impacts of hazard events. These hazard mitigation actions will help protect the safety and well-being of residents, visitors, CFs and FOC, other buildings and structures, key services, the local economy, and other important community assets. Some actions will also help with emergency preparedness, allowing for a more effective community response to hazard events. Preparedness actions are not a required component of an LHMP, but they support and complement mitigation activities. The HMPC chose to include them as part of the overall hazard mitigation strategy.

USE OF HAZARD AND THREAT ASSESSMENT

The HMPC relied partly on the hazard profiles and threat assessments in this Plan to develop the mitigation strategy's actions. A comprehensive set of mitigation actions that respond to the relevant hazard situations and provide protection to residents, businesses, and community assets in Stanton was prepared. The HMPC ensured that the mitigation actions will help reduce damage from the most frequent types of hazard events, the most significant that may reasonably occur, and those with the greatest potential to harm the community. The Committee also drafted mitigation actions to help protect the most vulnerable community members and the most vulnerable local assets.

CAPABILITIES ASSESSMENT

As part of the effort to draft mitigation actions, the City completed a capabilities assessment, which included reviewing existing policies, personnel, and technical resources to support hazard mitigation activities in Stanton. The hazard mitigation actions build off these resources' existing success and leverage their capabilities to support improved resiliency in the community. The capabilities assessment looked at the following types of resources:

- **Personnel resources:** City employees and volunteers, and employees and volunteers at other agencies
- **Plan resources:** Advisory or enforceable plans adopted by the City or other agencies.
- **Policy resources:** Policies adopted and implemented by the City or other agencies
- **Technical resources:** Data and tools available to the City
- **Financial resources:** Funding mechanisms available to the City that support mitigation activities

Table 5-1 shows the capabilities assessment for Stanton.

TABLE 5-1: CAPABILITIES ASSESSMENT FOR STANTON

Resource	Resource Description	Connection to Mitigation
Planning and Regulatory Capabilities		
Capital Improvement Program	The CIP implements long-range planning for improvements to the City's infrastructure. The CIP plans, designs, and constructs these improvements. The Plan is vital for planning and managing the City's growth and development and maintaining existing infrastructure. During Plan development, capital projects affecting public health and safety and/or legal mandates receive the highest priority; emphasis is also placed on projects maintaining service levels or preventing facilities' deterioration. As new grant opportunities become available, the CIP may have projects consistent with the LHMP that can easily be used for grant submittals. Leveraging these two plans can help secure needed funds to reduce vulnerabilities throughout the City.	Integration of this Plan into the CIP can assist in mitigation efforts by identifying new funding sources for future improvements. (2021)
Zoning Ordinance	Zoning divides the city into specific areas (most typically Residential, Commercial, and Industrial) to regulate the development standards like the number of units, building height, setbacks, and appearance required for each zone.	Mitigation actions related to the siting, construction, and operation of new developments in Stanton may be implemented through the Zoning Code to ensure these locations address risks identified in the plan. (2018)
Flooding Ordinance	Stanton Municipal Code "Floodplain Management, sections 11.04 – 11.14." Floodplain management is a community-based effort to prevent or reduce the risk of flooding, resulting in a more resilient community. State and federal agencies, local communities, and property owners have a role in reducing flood risk and helping communities become more resilient.	This can be directly applied to any mitigation strategies that are developed or modified from existing policy.
Public Works & Maintenance	The City of Stanton Public Works Department is responsible for maintaining and improving the City's vital infrastructure, including streets, sidewalks, parks, landscaping, sewers, storm drains, and public facilities. Services are provided using a combination of in-house personnel and private contractors and are divided into two subdivisions: Maintenance and Engineering. The Maintenance Division maintains public facilities for the City of Stanton using a combination of in-house personnel and private vendors. These services include maintenance of public buildings and facilities, landscaping and park upkeep, street and sidewalk maintenance and repair, storm drain and sewer servicing, and graffiti abatement.	Support for mitigation activities from this department may include assessing mobility options for residents with Access and Functional Needs and identifying future transportation projects that can reduce evacuation vulnerabilities or enhance the roadway

		network, so it is less prone to damage during hazard events. Aid in the identification of public needs and the resulting mitigation policies.
Public Safety / Code Enforcement	Our Code Enforcement Team is dedicated to community improvement and neighborhood enhancement. We contribute to public and private properties' safety and aesthetic maintenance by enforcing City codes regarding commercial signage, land use/zoning, inoperable vehicles, public nuisances, and other hazards/violations that left unchecked harm citizens' health, welfare, and safety. This program is carried out through field investigations, notification, citation issuance, public education, and coordination with other agencies.	Mitigation activities could include the identification of violations, then implementing the necessary correction to reduce vulnerability and mitigate damage.
Orange County Hazard Mitigation Plan	Mitigation actions for Stanton that require coordination with the county may be integrated into the County's Hazard Mitigation Plan. Similar mitigation actions in both the county's and Stanton's hazard mitigation plans can lead to a more regionally unified hazard mitigation strategy, improving effectiveness.	The Orange County Hazard Mitigation Plan identifies and describes the hazard events that may occur in the unincorporated areas of Orange County and provides a suite of mitigation actions to help decrease the potential damage from these hazards. (2020)
California State Hazard Mitigation Plan	The California State Hazard Mitigation Plan assesses the types of hazards that may be present in California. It includes descriptions of these hazards, summaries of past hazard events, descriptions of how these hazards may occur in the future, and how these hazards may harm California's people and assets. Like a local hazard mitigation plan, the State Hazard Mitigation Plan is updated every five years.	The Committee can use the State Hazard Mitigation Plan as a source of information to refine the hazard profiles and vulnerability assessments in future Stanton LHMPs. (2018)

Administrative and Political Capabilities

City Council	The City of Stanton operates under a Council/Manager form of government, under which the City Council is the policymaking body, and the City Manager is responsible for carrying out Council policy. The City Council is made up of Stanton's mayor, who is elected at large, and four City Council members elected by voters in their districts. The City Council addresses the current and future needs of the City through the adoption of policies that promote the best interests of the community and the City's relationships with citizens, businesses, community organizations, and other governmental agencies. The three forms of action that the City Council may take are ordinances, resolutions, and minute	The City Council supports mitigation through strategic planning and goal setting for the city.
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	orders. The City Council ultimately approves and officially adopts the LHMP for Stanton.	
City Clerk	The City Clerk administers the City's legislative processes. This entails conducting the City's elections and serving as filing officer for the Political Reform Act, preparing agendas for City meetings, keeping accurate records of the meetings, and complying with the open meeting law (Ralph M. Brown Act, California Government Code §54950 et seq.). The City Clerk maintains the City's historical records as well as the Stanton Municipal Code and administers a City-wide Records Management program. The City Clerk is responsible for documenting and maintaining records of the adopted code changes.	Mitigation activities implemented by this office may include direction setting with the City Council and City Departments and prioritizing new initiatives that support mitigation activities within the City.
City Manager	The City Manager is appointed by the City Council to serve as the City's chief administrative officer and is responsible for providing effective municipal services through the administrative direction of City departments, activities, and personnel. The City Manager's Office oversees various interdepartmental activities, programs, and provides direct support for the City Council. These activities include preparing the annual budget, ensuring City Council Goals and Strategies, priorities, and action plans are met, directing law enforcement, fire protection, animal control, crossing guard services, etc.	Mitigation activities implemented by this office may include direction setting with the City Council and City departments and the prioritization of new initiatives, ordinances that will support mitigation projects, and activities within the city.
California Governor's Office of Emergency Services	The California Governor's Office of Emergency Services (Cal OES) is the state agency responsible for reducing hazards in the state through mitigation activities, conducting emergency planning, supporting emergency response and recovery activities, and acting as a liaison between local and federal agencies on emergency-related issues. Cal OES guides hazard mitigation planning activities, shares best practices, and distributes funding opportunities.	The Committee can work with Cal OES to obtain funding to implement LHMP mitigation strategies and to receive guidance on future updates.
Federal Emergency Management Agency	The Federal Emergency Management Agency (FEMA) is responsible for hazard mitigation, emergency preparedness, and emergency response and recovery activities. It guides state and local governments on hazard mitigation activities, including best practices and compliance with federal requirements.	FEMA also provides funding for hazard mitigation actions through grant programs.
Finance Department	The Finance Department is tasked with maintaining reliable accounting records, payment of approved demands against the City treasury, financial statement reporting, preparation of the annual budget, prudent fiscal planning, payroll processing and debt administration. The Department also administers the business license, transient occupancy tax and utility users tax programs. The City's Investment Policy directs the investment of City, Successor Agency and Housing Authority monies with the following priorities established: preservation and safety of principal, liquidity necessary to meet daily cash flow requirements, and maximized yield after the first two priorities are met.	Financial management and strategic planning functions (and personnel) within the City can assist with mitigation activities by tracking costs associated with hazard events and disasters, identifying grant funding opportunities, and establishing financial risk calculations that can help departments budget operations and

		maintenance, and capital improvements.
Human Resources and Risk Management	The Human Resources Department oversees the City's Human Resources and Risk Management functions. The Human Resources Department's mission is to contribute to the City's organizational vision by providing a personnel system that ensures the selection of qualified individuals for City employment, equal opportunity for candidates for position in the City's service, and legal adherence to federal, state, and local employment laws and guidelines. Human Resources staff conducts recruitment and selection of candidates for positions in City service; administers the City's Personnel Rules and Regulations, and related policies; administers the City's employee benefits program including health, dental, vision, retirement, and life insurance; and coordinates various employee training and recognition programs.	The Human Resources Department is focused on employment, benefits and wellness, employee relations, and risk management, which can play key role in understanding risks to employees within the city. This can prove to be valuable insight for mitigation planning purposes in the city.
Community Engagement Advisory Committee	The Committee works to motivate and mobilize residents that want to create meaningful change in the Stanton Community. The Community Engagement Advisory Committee (CEAC) is a group that meets to make positive improvements in the community. CEAC members are ambassadors for the FRC and promote programs, activities, and volunteer opportunities in the City of Stanton.	Mitigation actions provided by the committee can include assistance with public outreach and engagement and adding valuable community insight to the planning process.
Community Services Department	The Community Services Department's role is to serve the community by creating opportunities to play, celebrate, connect, explore, and be entertained through quality programs, safe parks, and well-maintained facilities	Mitigation actions implemented by this department can assist in the dissemination of hazard awareness information, provide insight into the unique conditions hazards may impose to the various elements within the community, and create programs intended to increase overall life quality in the city.
Building Division	The Building Division is dedicated to providing the highest level of plan review and inspection services to our community. The goal of our staff is to help our customers build safe and sustainable buildings that comply with applicable codes and regulations.	Mitigation actions related to the construction of new structures or retrofits or improvements to existing structures may be implemented through future plan-processing.
Engineering Division	The Engineering Division manages the City's infrastructure by administering the planning, programming, budgeting, construction, and maintenance in the most cost-effective method to meet the needs of the community. The Engineering Division is	Mitigation activities include the input, design, creation of, and implementation of new

	responsible for the design and construction of the City's Capital Improvement Program (CIP). This includes improvements to the street, traffic signals, storm drains and sewer systems along with public facilities and parks. The Engineering Division also reviews proposed private developments and recommends conditions of approval, provides plan check services, issues permits for construction in the City right-of-way, and manages the City's solid waste program. The Engineering Division also represents the City on OCTA, Caltrans, Orange County grant programs, and regional engineering projects.	designs, improvement to current infrastructure as identified in the LHMP or City Council meetings.
Planning Division	The City of Stanton Planning Division reviews and processes project applications to ensure that future land use decisions and development proposals are aligned with the City's General Plan and adopted land use regulations. The Planning Division is also responsible for administering the Zoning Code.	Mitigation actions implemented by the planning department would be successfully integrating the LHMP, general plan safety element, and zoning code. Department staff would also implement the plans focusing on projects that reduce residents' and businesses' risks associated with natural and human-caused hazards.
Planning Commission	The Planning Commission consists of five members appointed by the City Council. The functions of the planning commission are: prepare, review and revise the General Plan; implement the General Plan through actions including, but not limited to, the administration of specific plans and zoning and subdivision ordinances; promote public interest in, and comment on, the general plan and regulations relating to it; promote the coordination of local plans and programs with the plans and programs of other public agencies and perform other functions as the legislative body provides, including conducting studies and preparing plans other than those required or authorized by this title.	Mitigation activities could include the implementation of policies and codes and overseeing the development processes.
Orange County Fire Authority	The Orange County Fire Authority is a regional fire service agency that serves 23 cities in Orange County and all unincorporated areas. The OCFA protects nearly 2 million residents from its 77 fire stations located throughout Orange County. The OCFA, founded in 1995, is a premier public safety agency providing superior fire protection and medical emergency services to our communities. Orange County Fire Authority provides service to Stanton, Buena Park, La Palma, and Cypress through Operations Division 7.	Fire-related mitigation actions that require coordination with the county may be implemented in collaboration with OCFA staff.
Orange County Sheriff's Department	The Orange County Sheriff's Department has provided law enforcement services for Stanton since February of 1988 when the city Police Department and Sheriff's Department merged. Stanton Police Services includes five sergeants, twenty patrol	As emergency preparedness is part of the department's responsibilities, the

	deputies, one motor deputy, two deputies assigned to the city's Community Enhancement Team, two investigators, two investigative assistants, two office specialists, and a part time cadet. Community programs offered by Stanton Police Services include GRIP, Neighborhood Watch, Business Watch, homeless outreach, and community events.	Sheriff's department can also widely implement other types of mitigation actions through coordination with other departments and agencies. Mitigation actions that relate to the safe movement of traffic (e.g., during evacuations), the public safety of residents during emergency events, and terrorism-related activities may be implemented through police department staff.
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Technical Capabilities

Cal-Adapt	Cal-Adapt is an online tool that provides detailed projections for future climate-related conditions in California, including factors such as temperature, precipitation, and sea-level rise. These projections can help inform future hazard events and explain how hazard conditions are expected to change.	The City can use Cal-Adapt to monitor anticipated changes in future climate conditions and adjust mitigation actions accordingly.
California Department of Transportation	The California Department of Transportation (Caltrans) is the state agency with jurisdiction over designated highways, including State Route 210 and Interstate Routes 10 and 15.	Mitigation measures related to ensuring the resiliency of state-designated routes will be implemented through coordination with Caltrans.
CR&R Environmental Services	CR&R has an extensive network of processing facilities that manages every facet of Stanton's waste stream including solid waste, recyclables, green waste, food waste, construction and demolition waste, electronic waste, and several other materials.	Through their extensive collection and processing systems, CR&R strive to reduce the negative impact that solid waste can potentially have on Stanton's environment for generations to come.
Orange County Sanitation District	The Orange County Sanitation District (OCSan) is the agency that provides wastewater collection, treatment, and disposal services for approximately 2.6 million people in central and northwest Orange County.	Mitigation strategies focused on the enhancement of infrastructure within the City may be implemented with support and assistance from OCSan.
Southern California Edison	Southern California Edison (SCE) is the primary electrical service provider for Stanton. SCE also owns the electrical distribution grid in the community.	Mitigation actions relating to Stanton's electrical grid's resiliency

		will be implemented through coordination with SCE.
Southern California Gas Company	The Southern California Gas Company (SoCalGas) is the natural gas provider for Stanton and owns the community's natural gas infrastructure.	Mitigation actions that address the resiliency of natural gas infrastructure and services in Stanton will be implemented through coordination with SoCalGas.
Golden State Water Company	Golden State Water Company currently serves approximately 27,200 customers in Stanton, Cypress, Los Alamitos, and portions of Buena Park, Garden Grove, La Palma, Rossmoor, and Seal Beach. Water delivered to customers in the West Orange County System is a blend of groundwater pumped from the Orange County Groundwater Basin and imported water from the Colorado River Aqueduct and State Water Project (imported and distributed by Metropolitan Water District of Southern California).	As the City's primary water provider, GSWC can effectively manage and monitor water use and ensure adequate water supplies to mitigate severe drought.

Fiscal Capabilities

Adopted FY Budget	The City adopts its budget every year, which identifies the funding available for each fiscal year that can be used to support governmental operations.	This budget is a key location where future mitigation projects can be identified from a funding perspective. (2021-22)
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Education and Outreach Capabilities

Community Outreach Media Resources	In order to better inform the community and keep them apprised on current city programs and projects, the City of Stanton maintains active social media accounts including Facebook, Twitter, Instagram, and LinkedIn. The city has a very active Instagram and Facebook presence with weekly and daily posts to the account's.	This can aid in mitigation activities by promoting the various mitigation projects and programs by becoming a source of information and direction during emergencies and evacuations. (2021)
OCFA Ready, Set, Go!	OCFA has an active program for its communities that educates residents and businesses, how to proactively plan for fires and other active emergencies. It gives the community the tools needed to protect their lives, their family, and their property.	This program allows residents to be aware of wildfires and how to prepare in case of a sudden emergency.

HAZARD MITIGATION STRATEGIES AND ACTIONS

Hazard Mitigation Goals

The goals identified in Chapter 1 help develop policies to protect community members, ecosystems, and other important assets from hazard events. These goals were developed to ensure consistency with the City's General Plan Safety Element, which plays an important role in risk reduction within Stanton. These goals informed the development of mitigation actions and acted as checkpoints to help City staff determine implementation progress.

Evaluation of Potential Hazard Mitigation Actions

The Committee prepared a set of potential mitigation actions based on the hazard profiles, threat assessment, capabilities assessment, community survey results, discussions among Committee members, and existing best practices. Next, the Committee evaluated these potential actions using the following criteria:

FEMA requires local governments to evaluate potential mitigation actions' monetary and non-monetary costs and benefits. While local governments are not required to assign specific dollar values to each action, they should identify the general size of costs and benefits. The Committee may elect to include measures with a high cost or low benefits, but such measures should benefit the community and be an appropriate use of local resources.

Also, FEMA directs local governments to consider the following questions as part of the financial analysis:

- What is the frequency and severity of the hazard type to be addressed by the action, and how vulnerable is the community to this hazard?
- What impacts of the hazard will the action reduce or avoid?
- What benefits will the action provide to the community?

The Committee also chose to review and revise the potential hazard mitigation actions using the STAPLE/E (Social, Technical, Administrative, Political, Legal, Economic, and Environmental) criteria **Table 5-2**. The Committee did not formally assess every potential mitigation action under all STAPLE/E criteria but used the criteria to guide and inform the discussion. The Committee also discussed how the criteria might evaluate grant applications the City may submit to receive funding for LHMP implementation.

Prioritization

As part of the mitigation actions development and review, the HMPC also prioritized the actions. The prioritization efforts looked at the risks and threats from each hazard, financial costs and benefits, technical feasibility, and community values. Committee members were asked to identify their priority actions through a voting exercise. Items are prioritized based on the number of votes received by the HMPC members. These quantitative scores were then converted to qualitative categories of low, medium, and high priority.

TABLE 5-2: STAPLE/E CRITERIA

Issues	Criteria
Social	<ul style="list-style-type: none"> • Is the action socially acceptable to Stanton community members? • Would the action mistreat some individuals? • Is there a reasonable chance of the action causing a social disruption?
Technical	<ul style="list-style-type: none"> • Is the action likely to reduce the risk of the hazard occurring, or will it reduce the hazard's effects? • Will the action create new hazards or make existing hazards worse? • Is the action the most useful approach for Stanton to take, given the City and community members' goals?
Administrative	<ul style="list-style-type: none"> • Does the City have the administrative capabilities to implement the action? • Are there existing City staff who can lead and coordinate the measure's implementation, or can the City reasonably hire new staff for this role? • Does the City have enough staff, funding, technical support, and other resources to implement the action? • Are there administrative barriers to implementing the action?
Political	<ul style="list-style-type: none"> • Is the action politically acceptable to City officials and other relevant jurisdictions and political entities? • Do community members support the action?
Legal	<ul style="list-style-type: none"> • Does the City have the legal authority to implement and enforce the action? • Are there potential legal barriers or consequences that could hinder or prevent the implementation of the action? • Is there a reasonable chance that the implementation of the action would expose the City to legal liabilities? • Could the action reasonably face other legal challenges?
Economic	<ul style="list-style-type: none"> • What are the monetary costs of the action, and do the costs exceed the monetary benefits? • What are the start-up and maintenance costs of the action, including administrative costs? • Has the funding for action implementation been secured, or is a potential funding source available? • How will funding the action affect the City's financial capabilities? • Could the implementation of the action reasonably burden the Stanton economy or tax base? • Could there reasonably be other budgetary and revenue impacts to the City?
Environmental	<ul style="list-style-type: none"> • What are the potential environmental impacts of the action? • Will the action require environmental regulatory approvals?

	<ul style="list-style-type: none">• Will the action comply with all applicable federal, state, regional, and local environmental regulations?• Will the action reasonably affect any endangered, threatened, or otherwise sensitive species of concern?
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Cost Estimates

The Committee identified relative cost estimates to meet the hazard mitigation planning process's cost estimation requirements based on their understanding of the mitigation action intent and their experience developing identical or similar programs/implementing projects. Three cost categories based on the City's typical cost criteria were used for budgeting purposes:

Low cost (\$): \$20,000 or less

Medium cost (\$\$): \$20,001 to \$150,000

High cost (\$\$\$): Greater than \$150,001

Based on the criteria and evaluation processes used during Plan development, the Committee prepared a prioritized list of mitigation actions to improve Stanton's resilience to hazard events. **Table 5-3** lists the mitigation actions, prioritization of each action, and other details related to implementation. In addition to mitigation action and strategies, several "Preparedness Activities" were identified and denoted with a letter "P."

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost*	Time frame	Priority
Preparedness Activities						
P1	Expand emergency preparedness and response capabilities throughout the City of Stanton; A. Conduct regular emergency preparedness drills and training exercises for City staff. B. Expand participation with local businesses and organizations. C. Expand trainings to include active shooter drills and exercises. D. Expand participation in the CalOES Safety Assessment Program (SAP) by City staff.	General Fund, Other Grants	Public Safety	\$	N/A	N/A
P2	Coordinate with local school districts to ensure that school facilities can act as evacuation sites during major emergencies.	General Fund, Other Grants	Public Safety	\$	N/A	N/A
P3	Expand participation in the West County CERT (Community Emergency Response Team) program for residents and businesses.	General Fund, Other Grants	Public Safety	\$	N/A	N/A
P4	Ensure that community evacuation plans include provisions for community members who do not have access to private vehicles or are otherwise unable to drive.	General Fund, Other Grants	Public Safety	\$	N/A	N/A
P5	Continue to ensure effective emergency notifications through multiple media formats about pending, imminent, or ongoing emergency events. Ensure that information is accessible to persons where English is not their primary language, and for residents with access and functional needs.	General Fund, Other Grants	OC Sheriff	\$	N/A	N/A
P6	Maintain at least one emergency power-generating station in all City critical facilities such as City Hall, Community Centers, and any other location used for critical services.	General Fund, Other Grants	Public Works	\$\$\$	N/A	N/A
P7	Periodically update the Stanton Emergency Operations Plan to identify backup power, cooling center locations, and communications infrastructure within all City critical facilities.	General Fund, Other Grants	Public Safety	\$	N/A	N/A
P8	Ensure that the City has an adequate supply of sandbags for residents and businesses, including prefilled sandbags for individuals who may be unable to fill them on their own.	General Fund, Other Grants	Public Works	\$	N/A	N/A

P9	Update the Safety Element to include the 2022 Local Hazard Mitigation Plan	General Fund, Other Grants	Community Development	\$\$	N/A	N/A
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Multiple Hazards

1.1	Explore the feasibility of connecting critical facilities, including the Civic Center and Community Center to a microgrid power-supply network. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	2026	High
1.2	Install energy-efficient equipment to increase the longevity of the fuel supply for backup generators. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	2023	High
1.3	Conduct routine updates of the Facility Conditions Assessment for City-owned infrastructure, buildings, and other utilities and coordinate with other agencies to ensure inspections of other important infrastructure. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$	Ongoing	Medium
1.4	Repair, as feasible, all major deficiencies discovered by inspections to prevent collapse, failure, or damage in the event of a natural disaster. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	Ongoing	High
1.5	Incentivize public and private utility operators to harden their infrastructure within the City or passing through the City from potential breaches. Encourage enhancement of supervisory control and data acquisition (SCADA) to allow instantaneous shut down of line breaches. Use mitigation grants to incentivize entities to partner with the City to complete these projects. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	City Administration, Public Works	\$\$	Ongoing	Low
1.6	Install and harden emergency backup generators at Civic and Community Centers, and other critical facilities (cooling centers) as the city may determine necessary. Encourage utility providers to enhance and harden emergency backup infrastructure for the facilities. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works, PIO	\$\$\$	2025	High

1.7	Conduct a feasibility assessment of installation of solar and battery backup systems at key critical facilities within the City. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$	2025	High
1.8	Work closely with community groups to increase awareness of hazard events and resiliency opportunities among socially vulnerable community members. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	PIO, Community Services	\$	Ongoing	Medium
1.9	Avoid building new City-owned key facilities in mapped hazard areas. If no feasible sites outside of mapped areas exist, ensure that such facilities are hardened against hazards beyond any minimum building requirements/ mitigation standards. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development, Public Works	\$	Ongoing	Low
1.10	Coordinate with regional social service agencies and nonprofit care providers to obtain temporary shelter for homeless persons in advance of potential hazard events. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Safety, City Administration	\$	Ongoing	Medium
1.11	Closely monitor changes in the boundaries of mapped hazard areas resulting from land use changes or climate change and adopt new mitigation actions or revise existing ones to ensure continued resiliency. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development	\$	Ongoing	Low
1.12	Integrate policy direction and other information from this Plan into other City documents, including the General Plan, Emergency Operations Plan, and Capital Improvements Program. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	\$	2023	Low
1.13	Monitor funding sources for hazard mitigation activities. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Finance Departments (All Departments)	\$	Ongoing	Medium

1.14	Expand the City's comprehensive educational campaign for residents and businesses that describes the hazards present in the community and emphasizes cost-effective mitigation efforts, such as proper construction techniques, bracing of furniture and appliances, and purchase of additional insurances. Distribute information through social networking, websites, print media, radio, television, in utility bills, at special events and in City facilities, and/or other media as appropriate. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	PIO, Community Development, Public Works, Public Safety	\$\$	Ongoing	Medium
Seismic Hazards (Seismic Shaking, Liquefaction)						
2.1	Encourage the installation of resilient (seismically appropriate) piping for new or replacement pipelines, in close coordination with local water, natural gas, and other providers.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works, Community Development	\$	Ongoing	Medium
2.2	Assess soft story conditions for seismically vulnerable structures constructed prior to 1990.	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development	\$\$	2025	Medium
2.3	Conduct an educational campaign and identify incentives to encourage the use of reinforced chimneys, anchored rooftop-mounted equipment, window film, and other preventative measures to reduce damage at private buildings.	General Fund, BRIC/ HMGP Grants, Other Grants	PIO, Community Development	\$\$	TBD	Low
2.4	Encourage community groups and industry representatives to assist in outreach to residents and businesses to obtain earthquake insurance.	General Fund, BRIC/ HMGP Grants, Other Grants	PIO, Community Development	\$	Ongoing	Low
2.5	To the extent feasible, construct all new and significantly retrofitted City-owned facilities to remain operational in the event of a major earthquake.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	2023	High

2.6	Coordinate with Golden State Water Company on seismic surveys and evaluations for water infrastructure within the City	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$	Ongoing	Low
2.7	Pursue ground improvement projects, such as constructing a high strength capping layer, soil mixing, stone columns, soil wicks, chemical and pressure grouting, and other soil improvement techniques that reduce liquefaction susceptibility for key critical facilities in the event of an earthquake.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	TBD	Medium
Energy/Power Failure						
3.1	Establish and routinely update a confidential inventory of critical infrastructure and ensure development activities coordinate with future resilience enhancements by utility providers.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$	Ongoing	Low
3.2	Expand access to alternative energy technologies, energy efficiency improvements and appliances, and programs for vulnerable populations to reduce energy consumption and the need for City services during extreme heat events.	General Fund, BRIC/ HMGP Grants, Other Grants	PIO, Community Development	\$	TBD	Medium
3.3	Expand battery backup power supplies for traffic signals, to ensure functionality in the event of power failure.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	2024	High
3.4	Monitor changes to Public Safety Power Shutoff (PSPS) circuits in and around the City that could affect residents, businesses, and organizations, and increase awareness of the effects of these events on the City's resources.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$	Ongoing	Low

Drought

4.1	Require plumbing within medians, that allows for future reclaimed water use (Stanton General Plan: Action ICS 3.1.2a).	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	TBD	Low
4.2	Ensure the City's emergency water connections and agreements are sufficient to provide a short-term supply during a hazard event. Coordinate inspections with Golden State Water Company of connection infrastructure to ensure it is resilient to emergency conditions and retrofit as needed.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$	Ongoing	Low
4.3	Encourage drought tolerant native landscaping, low-flow water fixtures beyond the state minimum code, and daytime watering restrictions on properties throughout the city to reduce water consumption.	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development, Public Safety	\$	Ongoing	Low
4.4	Collaborate with Golden State Water Company (GSWC) and Municipal Water District of Orange County (MWDOC), to pursue water efficiency best practices to reduce water demand.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$	Ongoing	Medium
4.5	Use drought-tolerant plants when installing new or significantly redoing City-owned landscapes. Limit turf that is not drought tolerant to recreational fields and lawns, and only in instances where no feasible drought-tolerant alternatives exist.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works, Community Services	\$\$\$	Ongoing	Low

Extreme Heat

5.1	Notify residents through public service announcements a couple of days in advance of a severe weather event. Focus on media methods that target vulnerable populations, such as elderly, sick, lower-income, or persons with limited mobility to better ensure they have adequate time to prepare for a heatwave in advance.	General Fund, BRIC/ HMGP Grants, Other Grants	PIO	\$	Ongoing	Low
5.2	Implement a tree-planting program to diversify tree age and increase shaded areas in the City to reduce the effects of extreme heat events.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works, Community Development	\$\$\$	TBD	Medium

5.3	Expand use of public facilities (libraries, community centers, etc.) as cooling centers for vulnerable populations during extreme heat events, and assess facility needs in order to automatically open these facilities as cooling centers when temperatures exceed approximately 97 degrees (temperature threshold can be lowered at city discretion).	General Fund, BRIC/ HMGP Grants, Other Grants	Community Services	\$\$	Ongoing	Medium
5.4	Promote passive cooling design (brise soleil, long roof overhangs, locating windows away from southern facades, etc.) in new developments during the design review process.	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development	\$	Ongoing	Low
5.5	Upgrade HVAC within City facilities to more efficient systems that may include split systems or decentralized systems that allow for heating and cooling the spaces needed, not entire buildings.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	TBD	Medium
5.6	Evaluate the long-term capacity of designated cooling centers and shelters in the City to provide sufficient relief from extreme heat. Assess the need to expand services as the frequency, length, and severity of future heatwaves potentially change as a result of climate change.	General Fund, BRIC/ HMGP Grants, Other Grants	Community Services, Public Works	\$\$	Ongoing	Low
5.7	Increase the use and construction of shade structures within new developments, City facilities, parks, and trails to reduce urban heat island impacts.	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development, Public Works, Community Services	\$\$\$	Ongoing	Low

Flooding

6.1	Investigate permeable paving and use landscaped swales for new and replacement City-owned hardscaped areas.	General Fund, BRIC/ HMGP Grants, FMA Grants, Other Grants	Public Works	\$	TBD	Low
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6.2	Require the use of porous surfaces on new and significantly retrofitted residential and commercial developments to reduce runoff.	General Fund, BRIC/ HMGP Grants, FMA Grants, Other Grants	Community Development, Public Works	\$	Ongoing	Low
6.3	Conduct frequent cleanings of storm drain intakes, especially before and during the rainy season.	General Fund, BRIC/ HMGP Grants, FMA Grants, Other Grants	Public Works	\$	Ongoing	Medium
6.4	Coordinate with Orange County Flood Control on upgrades and maintenance to storm drains and channels and expand capacity to meet future needs.	General Fund, BRIC/ HMGP Grants, FMA Grants, Other Grants	Public Works	\$\$\$	Ongoing	Medium
6.5	Analyze if new critical facilities can be built a minimum of 1 foot higher than the anticipated 500-year flood elevation height, to determine where it is feasible.	General Fund, BRIC/ HMGP Grants, FMA Grants, Other Grants	Public Works	\$	TBD	Low
6.6	Retrofit roadway medians to capture storm water during rain events. Prioritize improvements to address flooding in the drainage channel along Western Ave, and near Central Park.	General Fund, BRIC/ HMGP Grants, FMA Grants, Other Grants	Public Works	\$\$\$	2025	High
Hazardous Materials Release						
7.1	Discourage new sensitive land uses, including schools, parks, childcare centers, adult and senior assisted living facilities, and community centers, from locating near identified hazardous material facilities. Discourage or prohibit new hazardous material facilities from locating near sensitive land uses.	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development	\$	Ongoing	Low

7.2	Pursue full alignment of the General Plan with policies and actions outlined in state and regional plans such as the California Accidental Release Prevention (CalARP) Program and the Orange County Fire Authority Hazardous Materials Area Plan.	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development, OCFA	\$	2023	High
7.3	Continuously inspect businesses and other properties storing hazardous materials and create an inventory of storage locations that require updates, maintenance, or renovation.	General Fund, BRIC/ HMGP Grants, Other Grants	OCFA (Public Safety Liaison)	\$	Ongoing	Low
7.4	Coordinate with hazardous materials generators/operators (So Cal Gas, Edison) regularly to understand changes to operations within the City.	General Fund, BRIC/ HMGP Grants, Other Grants	OC Health Care Agency (Environmental Health)	\$	Ongoing	Low

Urban Fire

8.1	Promote the proper maintenance and separation of power lines and efficient response to fallen power lines.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works (So Cal Edison resource)	\$	Ongoing	Low
8.2	Provide information and resources to residents citywide on ways to improve resilience to home fires.	General Fund, BRIC/ HMGP Grants, Other Grants	OCFA, Public Safety	\$	Ongoing	Medium
8.3	Conduct regular vegetation management activities to reduce fire hazard risks, such as clearing out dead vegetation in parks, open spaces, rights-of-way, and other areas that could become fuel for fires.	General Fund, BRIC/ HMGP Grants, Other Grants	OCFA, Public Works, Public Safety	\$	Ongoing	Low
8.4	Establish thresholds for fire sprinkler installation in retrofitted buildings and structures undergoing use changes or remodel.	General Fund, BRIC/ HMGP Grants, Other Grants	OCFA, Community Development	\$	TBD	Low

8.5	Conduct regular inspections of bridges and underpasses for debris and other materials that could become a fire hazard.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Safety, Public Works, OC Sheriff	\$\$	Ongoing	Low
* Relative Cost Categories: \$ = less than \$20,000 \$\$ = \$20,001 - \$150,000 \$\$\$ = greater than \$150,001						

NATIONAL FLOOD INSURANCE PROGRAM

Stanton participates in the National Flood Insurance Program (NFIP), created by Congress in 1968 to provide flood insurance at subsidized rates to homeowners who live in flood-prone areas. Stanton has participated in NFIP since September of 1984.⁵⁹

Although participation is not a dedicated hazard mitigation action, Stanton will continue to participate in the NFIP and comply with the program's requirements through continued enforcement of the City's Floodplain Management Regulations.⁶⁰ This regulation applies to all areas identified as flood-prone within the City. This chapter of the Municipal Code identifies the purpose of the regulation, methods of reducing flood losses, basis for establishing flood hazard areas, development permit requirements, duties and responsibilities of the City's Floodplain Administrator (City Engineer), development standards that apply in flood-prone areas, and required documentation and analysis for construction within these areas. As part of the City's efforts to comply with NFIP, Stanton will make updates and revisions to the Floodplain Management regulations to minimize the threat of harm from flood events. These updates and revisions may be promoted by changes in local demographics, shifts in land use, changes to flood regimes such as frequency and intensity of flood events, and other factors that may warrant municipal action. The City will also continue to incorporate any changes to mapped flood plains' locations and designations into future planning documents, including future updates to this Plan.

The City of Stanton contains Special Flood Hazard Areas that include 16 policies in force. Total insurance coverage for these policies amounts to \$4,150,000. There are no repetitive loss properties that were identified by FEMA; however, there have been \$54,544 in damages paid out over 10 closed paid cases.

⁵⁹ Community Status Book Report – California: Communities Participating in the National Flood Program.
<https://www.fema.gov/cis/CA.pdf>

⁶⁰ Stanton Municipal Code. Title 19 Environmental Protection, 19.2 Floodplain Management Regulations.
<https://qcode.us/codes/stanton/>

CHAPTER 6 – PLAN MAINTENANCE

For this LHMP to remain effective and useful to the community of Stanton, it must remain up to date. An updated version of the LHMP will continue to guide Stanton hazard mitigation activities and help keep the City eligible for state and federal hazard mitigation funding. The HMPC has structured this LHMP so individual sections can easily be updated as new information becomes available and as new needs arise, helping to keep this Plan current.

This chapter discusses how to update this Plan to comply with applicable state and federal requirements. This chapter also describes how the City can incorporate the mitigation actions described in Chapter 5 into existing programs and planning mechanisms and how public participation will remain an important part of Plan monitoring and future update activities.

COORDINATING BODY

The HMPC will remain responsible for maintaining and updating the Plan, including evaluating the Plan's effectiveness as needed. Members of the HMPC will also coordinate the Plan's implementation through their respective positions. **Table 1-1** contains a list of current members. In future years, staff and representatives (either current Committee members or other individuals) from the following departments, districts, and agencies should be included in maintenance and update activities:

- Administration
- City Manager's Office
- City Clerk
- City Attorney
- Personnel and Risk Management
- Finance
- Community & Economic Development
- Planning Division
- Building Division
- Economic Development
- Community Services
- Public Safety
- Code Enforcement
- Public Works & Engineering
- Engineering Division
- Maintenance Division
- Orange County Sheriff's Department
- Orange County Fire Authority

The staff member currently serving as the HMPC leader (the person responsible for coordinating future updates) is in the Fire District. He/she will serve as the project manager during the update process or designate this role to another staff member. The HMPC leader or their designee will coordinate maintenance of this Plan, lead the formal Plan review and evaluation activities, direct the Plan update, and assign tasks to other members of the HMPC to complete these activities. Such tasks may include

collecting data, developing new mitigation actions, updating mitigation actions, making presentations to City staff and community groups, and revising the Plan sections.

PLAN IMPLEMENTATION

The Plan's effectiveness depends on the successful implementation of the mitigation actions. Implementation includes integrating mitigation actions into existing City plans, policies, programs, and other implementation mechanisms. The mitigation actions in this Plan are intended to reduce the damage from hazard events, help the City secure funding, and provide a framework for hazard mitigation activities. Committee members prioritized the hazard mitigation actions in **Table 5-4** in Chapter 5. These priorities will guide the implementation of these actions through new or existing City mechanisms as resources become available. The LHMP project manager is responsible for overseeing the implementation, promotion, and maintenance of this Plan and is responsible for facilitating meetings and coordinating activities related to Plan implementation and maintenance.

The key City Plans that should incorporate content from this LHMP include:

- **Stanton General Plan Safety Element** – this element should incorporate relevant mapping and analysis from the LHMP to ensure this plan's goals and policies are reinforced throughout future developments and projects proposed within the City.
- **Stanton Emergency Operations Plan** – The EOP focuses on the effective preparedness and response to hazard events that occur within the City. Incorporating relevant content from this plan into the EOP ensures consistency regarding the hazards addressed in both plans.
- **The Stanton Capital Improvements Program** – The CIP identifies key infrastructure investments throughout the city, including hazard mitigation elements. Incorporating this plan into the CIP may enhance infrastructure investment through additional funding and/or modification of improvements to include hazard mitigation elements.

This integration of the LHMP into the Stanton General Plan also allows the City to comply with AB 2140 requirements, as identified in Chapter 1 of this plan.

PLAN MAINTENANCE PROCESS

The City's plan maintenance process will rely on the Stanton Mitigation Implementation Handbook, located in Appendix E. The handbook is intended to function as a stand-alone document that gives concise and accessible guidance to City and Fire District staff to implement and maintain the Plan. A key component of the handbook is the specific mechanisms that the City and Fire District can use to integrate this plan into the other City planning mechanisms.

Plan Monitoring and Evaluation

When members of the Committee are not updating the Plan, they should meet at least once a year to go over mitigation action implementation and evaluate the Plan's effectiveness. These meetings should include:

- Discussion of the timing of mitigation action implementation
- Mitigation action implementation evaluation and determination of success
- Mitigation action prioritization revisions, if deemed necessary

-
- Mitigation action integration into other mechanisms, as needed

The first of these meetings will be held in the 2021-2022 fiscal calendar year. To the extent possible, Committee meetings should be scheduled at an appropriate time in the City's annual budgeting process, which will help ensure that funding and staffing needs for mitigation actions are considered.

When the Committee meets to evaluate the Plan, members should consider these questions:

- What hazard events, if any, have occurred in Stanton in the past year? What were the impacts of these events on the community? Were the impacts mitigated, and if so, how?
- What mitigation actions have been successfully implemented? Have any mitigation actions been implemented but not successfully, and if so, why?
- What mitigation actions, if any, have been scheduled for implementation but have not yet been implemented?
- What is the schedule for implementing future mitigation actions? Is this schedule reasonable? Does the schedule need to be adjusted for future implementation, and are such adjustments appropriate and feasible?
- Have any new concerns arisen, including hazard events in other communities or regions not covered by existing mitigation actions?
- Are new data available to inform the Plan's updates, including data relevant to the hazard profiles and threat assessments?
- Are there any new planning programs, funding sources, or other mechanisms to support hazard mitigation activities in Stanton?

Plan Updates

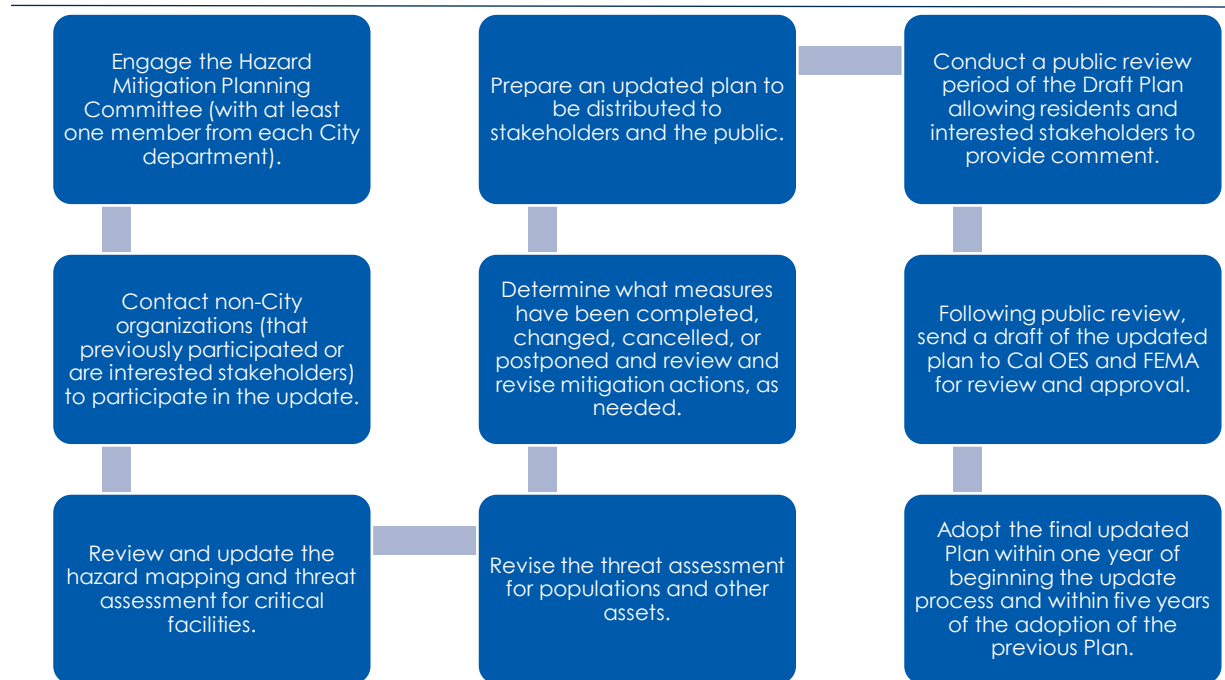
The information in this Plan, including the hazard profiles, threat assessments, and mitigation actions, is based on the best available information, practices, technology, and methods available to the City and Committee when this Plan was prepared. As factors change, including technologies, community demographics and characteristics, best practices, and hazard conditions, it is necessary to update the Plan to remain relevant. Additionally, Title 44, Section 201.6(d)(3) of the Code of Federal Regulations requires that LHMPs be reviewed, revised, and resubmitted for approval every five years to remain eligible for federal benefits.

Update Method and Schedule

The update process should begin no later than four years after this Plan is adopted, allowing a year for the update process before the Plan expires. Depending on the circumstances, the LHMP project manager or designee may also choose to begin the update sooner. Some reasons for accelerating the update process may include:

- A presidential disaster declaration for Stanton or an area that includes part or the entire City
- A hazard event that results in one or more fatalities in Stanton

The update process will add new and updated methods, demographic data, community information, hazard data and events, considerations for threat assessments, mitigation actions, and other necessary information, keeping the Plan relevant and current. The Committee will determine the best process for updating the Plan, which should include the following steps:



Update Adoption

The Stanton City Council is responsible for adopting this Plan and all future updates. As previously mentioned, adoption should occur every five years. The City should begin the update process at least one year before expiration to ensure the plan remains active. If the City has a grant application that relies on the LHMP, an update to the plan should occur no later than 18 months before expiration. Adoption should occur after FEMA notifies the City that the Plan is Approved Pending Adoption. Once the City Council adopts the Plan following FEMA's approval, the adopted plan should be transmitted to FEMA.

Continued Public Involvement

The City will continue to keep the public informed about the Committee's actions to review and update the LHMP. The Committee will develop a revised community engagement strategy that reflects the City's updated needs and capabilities. The updated strategy should include a tentative schedule and plan for public meetings, recommendations for using the City's website and social media accounts, and content for public outreach documentation. The Committee will also distribute information annually through the most appropriate method to ensure the most significant information is disseminated to residents and businesses. These updates are anticipated to occur after the City's annual HMPC meeting.

POINT OF CONTACT

The Hazard Mitigation Plan leader for Stanton is the primary point of contact for this Plan and future updates. At the time of writing, the LHMP leader is the City Manager Jarad Hildenbrand, available at JHildenbrand@stantonca.gov | (714) 890-4277

APPENDIX A HMPC MEETING MATERIALS

LHMP Hazard Mitigation Planning Committee Meetings: List of Invitees / Attendees

X = Attended the Meeting

Name	Title	Department	HMPC Meeting 1	HMPC Meeting 2	HMPC Meeting 3
James Wren	Director	Public Safety	X	X	X
Jose De La Torre	Code Enforcement Officer	Public Safety		X	X
Zenia Bobadilla	Director	Community Services	X	X	X
Ashley Cain	Community Service Supervisor/PIO	Community Services	X	X	X
Joseph Ames	Director	Public Works	X	X	X
Scott Jensen	Facilities Maintenance Supervisor	Public Works	X	X	
Michelle Bannigan	Director	Finance	X	X	X
Jennifer Lilley	Director	Community & Economic Development		x	
Aneli Gonzalez	Planning Technician	Community Development (Planning)	X	X	
Jennifer Zambrano	Permit Technician	Community Development (Building)			
Cynthia Guzman	HR/RM Analyst	Human Resources and Risk Management	X	X	
Cruz Alday	Captain	Orange County Sheriff's Dept.	X	X	
Mike Petro	Division 7 Chief	Orange County Fire Authority		X	X
Jeff Cole		Orange County Sheriff's Dept	X	X	
Bryan Mahon	Batallion Chief: B Shift	Orange County Fire Authority	X	X	

Aaron Pfannenstiel	LHMP Project Manager	Atlas Planning Solutions	X	X	X
Crystal Stueve	LHMP Planner	Atlas Planning Solutions			
Robert Jackson	LHMP Planner	Atlas Planning Solutions	X	X	X

August 24, 2021

**City of Stanton
2021-22 Local Hazard Mitigation Plan
HMPC Meeting #1 Agenda:**

1. City of Stanton Project Overview (10 minutes)
2. Local Hazard Mitigation Plan Overview (10 minutes)
3. Project Goals and Expectations (10 minutes)
4. Hazard Mitigation Planning Team Roster (10 minutes)
5. Communication Protocols (5 minutes)
6. Break (5 minutes)
7. (2022) City of Stanton LHMP (15 minutes)
8. Data Needs (Critical Facilities List, vulnerable populations, recent/past hazards, GIS) (10 minutes)
9. Community Engagement and Outreach Strategy (10 minutes)
10. Hazard Identification/Prioritization (20 minutes)
11. Next Steps and To-Do List (5 minutes)

Next Steps

Hazard Mitigation Planning Process	June 2021 - March 2022
Community Outreach	July 2021 - Ongoing
Administrative Draft LHMP	Winter 2021
Public Review Draft LHMP Document	Spring 2022
Cal OES/FEMA Review Draft Document	Spring 2022

December 1, 2021

City of Stanton
2021-22 Local Hazard Mitigation Plan
HMPC Meeting #2 Agenda:

1. Introductions
2. Review of Project Goals
3. Review of Critical Facilities
4. Review of Hazard Prioritization
5. Review of Hazard Profiles/Mapping Discussion/Threat Assessment
6. Mitigation Strategies/Actions
7. Next Steps

Next Steps

HMPC Meeting #3 – Mitigation Action Review/Prioritization	TBD
Community Outreach	July 2021 - Ongoing
Administrative Draft LHMP	Winter 2022
Public Review Draft LHMP Document	Spring 2022
Cal OES/FEMA Review Draft Document	Spring 2022

January 11, 2022

City of Stanton 2021-22 Local Hazard Mitigation Plan HMPC Meeting #3 Agenda

8. Overview of Mitigation Strategies
9. Discussion of STAPLE/E Criteria
10. Discussion of Relative Cost Estimates
11. Review and Discussion of Draft Mitigation Strategies
12. Next Steps

Typical Mitigation Categories

Plans and Regulations

- Ordinances, Regulations

Structural Projects

- Utility Undergrounding, Structural Retrofits

Natural Systems Protection

- Stream restoration, erosion control

Education Programs

- Outreach materials, websites, presentations

Preparedness and Response Actions

- Mutual aid agreements, equipment purchases, notification protocols

Table 1: STAPLE/E Criteria	
Issue	Criteria
Social	<ul style="list-style-type: none"> • Is the action socially acceptable to Stanton community members? • Would the action treat some individuals unfairly? • Is there a reasonable chance of the action causing a social disruption?
Technical	<ul style="list-style-type: none"> • Is the action likely to reduce the risk of the hazard occurring, or will it reduce the effects of the hazard? • Will the action create new hazards or make existing hazards worse? • Is the action the most useful approach for Stanton to take, given the City's goals and community members?
Administrative	<ul style="list-style-type: none"> • Does the City have the administrative capabilities to implement the action? • Are there existing City staff who can lead and coordinate the measure's implementation, or can the City reasonably hire new staff for this role? • Does the City have enough staff, funding, technical support, and other resources to carry out implementation? • Are there administrative barriers to implementing the action?
Political	<ul style="list-style-type: none"> • Is the action politically acceptable to City officials and other relevant jurisdictions and political entities? • Do community members support the action?
Legal	<ul style="list-style-type: none"> • Does the City have the legal authority to implement and enforce the action? • Are there potential legal barriers or consequences that could hinder or prevent the implementation of the action? • Is there a reasonable chance that implementation of the action would expose the City to legal liabilities? • Could the action reasonably face other legal challenges?
Economic	<ul style="list-style-type: none"> • What are the monetary costs of the action, and do the costs exceed the economic benefits? • What are the start-up and maintenance costs of the action, including administrative costs? • Has the funding for action implementation been secured, or is a potential funding source available? • How will funding the action affect the City's financial capabilities? • Could the implementation of the action reasonably burden the Stanton economy or tax base? • Could there reasonably be other budgetary and revenue impacts to the City?

Environmental	<ul style="list-style-type: none"> • What are the potential environmental impacts of the action? • Will the action require environmental regulatory approvals? • Will the action comply with all applicable federal, state, regional, and local environmental regulations? • Will the action reasonably affect any endangered, threatened, or otherwise sensitive species of concern?
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* Relative Cost Categories:

\$	Less than \$XXX
\$ \$	\$XXX to \$YYY
\$ \$ \$	Greater than \$YYY

Next Steps

Community Outreach	July 2021 - Ongoing
Administrative Draft LHMP	February 2022
Public Review Draft LHMP Document	Spring 2022
Cal OES/FEMA Review Draft Document	Spring/Summer 2022

APPENDIX B – OUTREACH ENGAGEMENT MATERIALS

THE CITY OF STANTON IS PREPARING ITS LOCAL HAZARD MITIGATION PLAN!

WHAT IS AN LHMP?




- Improves local resilience to hazards
- Funded through grant money from the Federal Emergency Management Agency (FEMA)
- Prepared by city staff
 - Support from key city stakeholders
 - Support from technical consultants
- Incorporates community member feedback
- Draft will be available for public review February/March 2022
- Final adoption in the Summer 2022
 - Pending Cal OES approval
 - Pending FEMA approval

FOLLOW OUR PROGRESS:

[LINK TO WEBPAGE](#)

WHAT DOES AN LHMP DO?

- Summarizes our community's threats, such as —
 - Drought, Flooding, Earthquakes, and Extreme Heat
- Identifies how climate change affects future hazards in the City
- Identifies how community members and assets are vulnerable to the threats of these hazards
- Outlines a strategy to aid in specific policy and action recommendations to City staff and community partners to improve resiliency to hazard events
- Includes steps on how to maintain and keep the plan updated and current

WHY HAVE AN LHMP?

- Protect our community from current and future hazards
- Make Stanton eligible for more FEMA funding for additional hazard mitigation efforts (Robert T. Stafford Act and the Disaster Mitigation Act of 2000)
- Make Stanton eligible to receive disaster relief funding (California Government Code § 8685.9)

Handout for the City of Stanton Local Hazard Mitigation Plan



Atlas Planning Solutions Local Hazard Mitigation Planning Information Booth at the annual City of Stanton Halloween Festival on October 30, 2021

2021 Stanton Hazard Mitigation Plan Survey

I. Local Hazard Mitigation Plan Survey

Dear Community Member,

The City of Stanton is preparing a Local Hazard Mitigation Plan or LHMP. Like all other communities, Stanton could potentially face widespread devastation in the event of a natural disaster. While no community can completely protect itself against all potential hazardous situations, this plan will help identify those situations, assess our current provisions, and outline a strategy to lessen the vulnerability and severity of future disasters.

Your responses to this survey will inform the preparation of the plan. Thank you for your time and cooperation.

II. Hazard Awareness

1. Please indicate whether you live or work in the City of Stanton.

- a. I live in the City of Stanton.
- b. I work in the City of Stanton.
- c. I live and work in the City of Stanton.
- d. Neither applies to me, but I am interested in the City's resiliency.

2. What is the ZIP code of your home?

3. Have you been impacted by a hazard event in your current residence?

- a. Yes
- b. No

4. If you answered yes to the previous question, please select the type of hazard event that you have been impacted by (select all that apply).

Seismic Hazards	Power Failure
Drought	Extreme Heat
Flooding	Hazardous Materials Release
Urban Fire	Dam Failure

Please list any additional hazards that have previously impacted your neighborhood or home.

5. The following hazards could potentially impact the City. Please mark the **THREE (3)** hazards that are of most concern to your neighborhood or home.

Seismic Hazards	Power Failure
Drought	Extreme Heat
Flooding	Hazardous Materials Release
Urban Fire	Dam Failure

Please list any additional hazards that present a threat to your neighborhood or home.

6. The planning team is using various data sources to identify hazards in your community; however, some of these data sources do not provide data at a general citywide level. Are there any small-scale issues, such as ponding at a specific intersection during rain, that you would like the planning team to consider?

- a. I am not aware of local hazards
- b. I am aware of local hazards

Please provide as much detail as possible, including location and type of hazard.

7. How concerned are you that climate change may create new hazardous situations in Stanton or make existing natural hazards worse?

- a. Very concerned.
- b. Somewhat concerned.
- c. Somewhat unconcerned.
- d. Not at all concerned.
- e. Unsure.

8. If you have taken any action to protect yourself against natural hazards, how confident are you that these actions will be sufficient to protect against more severe hazards that are expected because of climate change?

- a. Very confident.
- b. Somewhat confident.
- c. Somewhat unconfident.
- d. Not at all confident.
- e. Unsure.

9. When do you think climate change will pose a threat to your health, property, livelihood, or overall wellbeing?

- a. It already is.

- b. Within the next five years.
- c. In five to twenty years
- d. Not for at least another twenty years.
- e. Never, or not in my lifetime.

10. If you are a homeowner, do you have adequate homeowners' insurance to cover the hazards that could impact your home?

- a. Yes, my insurance coverage should be adequate.
- b. No, I don't believe my insurance coverage would be adequate for a major disaster.
- c. Unsure.
- d. I do not have an insurance policy.
- e. Not applicable; I rent my current residence.

11. If you rent your residence, do you have renters' insurance?

- a. Yes
- b. No
- c. Not applicable; I own my residence.

12. Do you have flood insurance for your home?

- a. Yes, I own my home and have flood insurance.
- b. Yes, I rent my home and have flood insurance.
- c. No, but I am interested in reviewing flood insurance options (<http://www.floodsmart.gov/floodsmart/>).

13. Have you done anything to your home to make it less vulnerable to hazards such as earthquakes, floods, and fires?

- a. Yes
- b. No
- c. Not applicable; I rent my residence.

d. If not, do you plan to?

14. If a severe hazard event occurred today such that all services were cut off from your home (power, gas, water, sewer) and you were unable to leave or access a store for 72 hours, which of these items do you have readily available?

- | | |
|---|--|
| a. Potable water (3 gallons per person) | i. Handheld "walkie-talkie" radios (with batteries) |
| b. Cooking and eating utensils | j. Important family photos / documentation in a water- and fireproof container |
| c. Can opener | k. Extra clothes and shoes |
| d. Canned / nonperishable foods (ready to eat) | l. Blanket(s) / sleeping bag(s) |
| e. Gas grill / camping stove | m. Cash |
| f. Extra medications and contact lenses (if applicable) | n. Flashlight (with batteries) |
| g. First aid kit / supplies | o. Gasoline |
| h. Portable AM/FM radio (solar powered, hand crank, or batteries) | p. Telephone (with batteries) |
| | q. Pet supplies |
| | r. Secondary source of heat |

15. Are you familiar with the special needs of your neighbors in the event of a disaster situation (special needs may include limited mobility, severe medical conditions, memory impairments)?
- a. Yes
 - b. No

16. Are you a trained member of your Community Emergency Response Team (CERT)?
- a. Yes
 - b. No, but I would like to learn more about CERT.
 - c. No, I am not interested in being a trained CERT member.

For more information about CERT, please visit:

<https://www.ci.stanton.ca.us/Departments/Public-Safety-Services/Emergency-Preparedness>

17. How can the City help you become better prepared for a disaster? (choose all that apply)
- a. Provide effective emergency notifications and communication.
 - b. Provide training and education to residents and business owners on how to reduce future damage.
 - c. Provide community outreach regarding emergency preparedness.
 - d. Create awareness of special needs and vulnerable populations.
 - e. Other (please specify)

If you do NOT work in the City of Stanton, please skip to question 21.

18. What is the ZIP code of your workplace?

19. Does your employer have a plan for disaster recovery in place?
- a. Yes
 - b. No
 - c. I don't know
20. Does your employer have a workforce communications plan to implement following a disaster, so they can contact you?
- a. Yes
 - b. No

III. Recommendations and Future Participation

21. Would you like to be contacted when the Draft 2020 Stanton Hazard Mitigation Plan is

available for review?

- a. Yes; please notify me using my contact information in the next question.
- b. No

- 22. If you would like to be notified of future opportunities to participate in hazard mitigation and resiliency planning, please provide your name and e-mail address. If you do not have an e-mail address, please provide your mailing address.**

Full Name:	
Email Address:	
Street Address:	
City, State, Zip:	

- 23. Please provide us with any additional comments/suggestions/questions regarding your risk of future hazard events.**

--

Thank you for taking the time to complete this survey. If you have any questions, or if you know of other people/organizations that should be involved, please contact Jarad Hildenbrand at JHildenbrand@StantonCA.gov or Jason Huynh at JHuynh@ci.stanton.ca.us

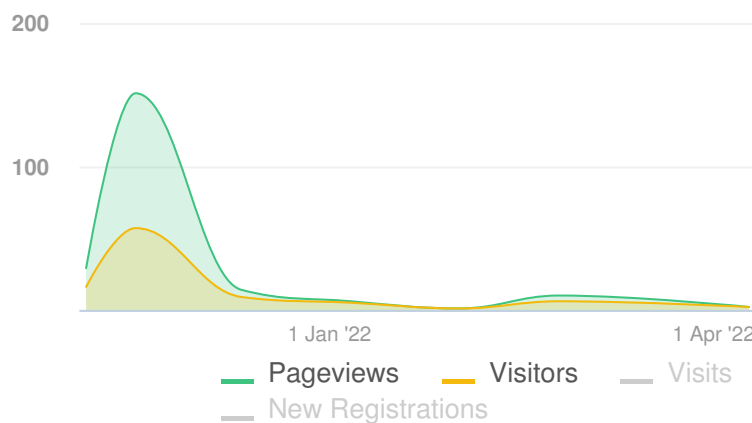
Project Report

01 March 2021 - 24 April 2022

Let's Talk Stanton Local Hazard Mitigation Plan



Visitors Summary

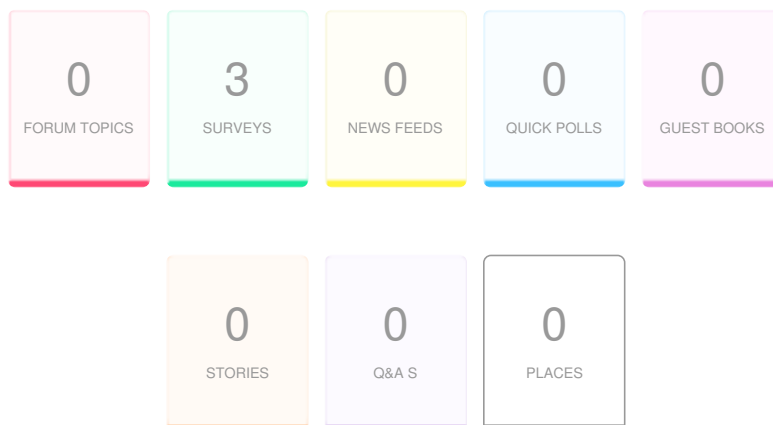


Highlights

TOTAL VISITS	105	MAX VISITORS PER DAY	17
NEW REGISTRATIONS	0		
ENGAGED VISITORS	17	INFORMED VISITORS	42
		AWARE VISITORS	85

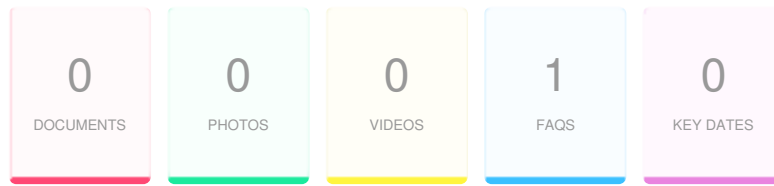
Aware Participants	85	Engaged Participants	17
Aware Actions Performed	Participants	Engaged Actions Performed	RegisteredUnverifiedAnonymous
Visited a Project or Tool Page	85		
Informed Participants	42	Contributed on Forums	000
Informed Actions Performed	Participants	Participated in Surveys	1016
Viewed a video	0	Contributed to Newsfeeds	000
Viewed a photo	0	Participated in Quick Polls	000
Downloaded a document	0	Posted on Guestbooks	000
Visited the Key Dates page	0	Contributed to Stories	000
Visited an FAQ list Page	12	Asked Questions	000
Visited Instagram Page	0	Placed Pins on Places	000
Visited Multiple Project Pages	24	Contributed to Ideas	000
Contributed to a tool (engaged)	17		

ENGAGEMENT TOOLS SUMMARY



Tool Type	Engagement Tool Name	Tool Status	Visitors	Contributors		
				Registered	Unverified	Anonymous
Survey Tool	LHMP Community Survey (English)	Published	33	1	0	16
Survey Tool	LHMP Encuesta a la comunidad	Published	1	0	0	0
Survey Tool	LHMP Khảo sát cộng đồng	Published	1	0	0	0

INFORMATION WIDGET SUMMARY



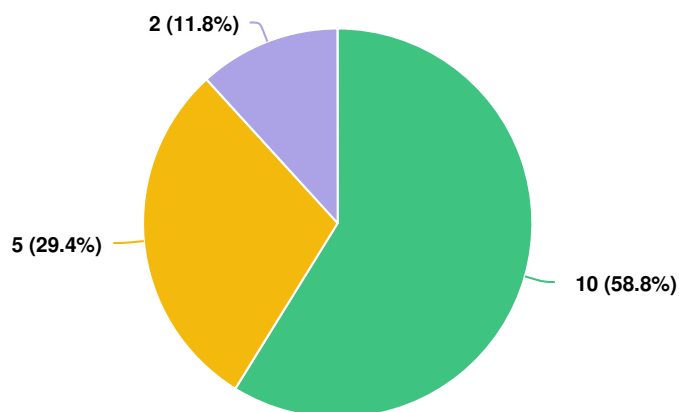
Widget Type	Engagement Tool Name	Visitors	Views/Downloads
Faqs	faqs	12	13

ENGAGEMENT TOOL: SURVEY TOOL

LHMP Community Survey (English)

Visitors 33	Contributors 17	CONTRIBUTIONS 17
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Please indicate whether you live or work in the City of Stanton



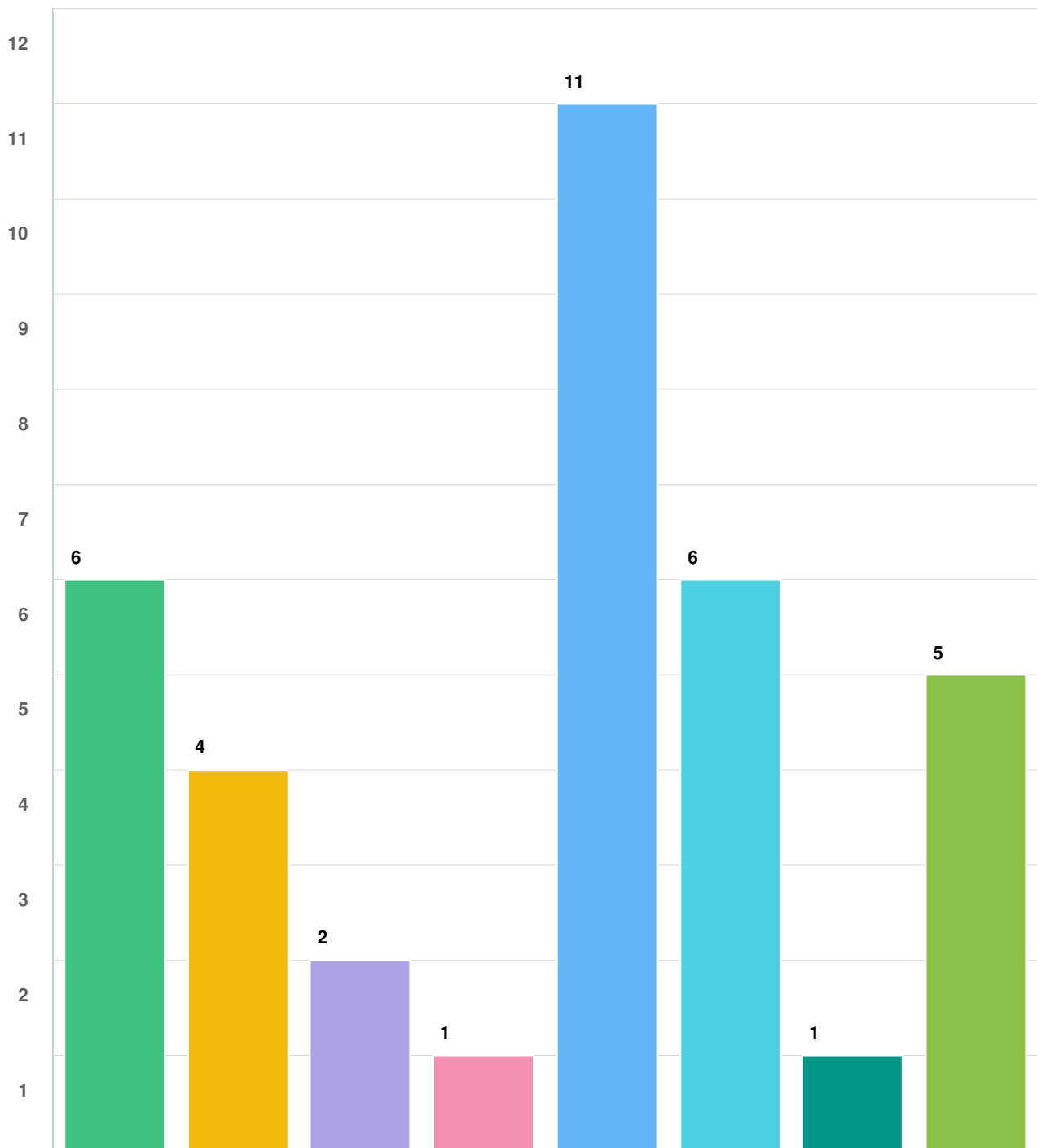
Question options

☒ I live in the City of Stanton
 ☐ I work in the City of Stanton
 ☐ I live and work in the City of Stanton

Optional question (17 response(s), 0 skipped)

Question type: Radio Button Question

Have you been impacted by any of the following hazard events in your current residence? (Please select all that apply.)



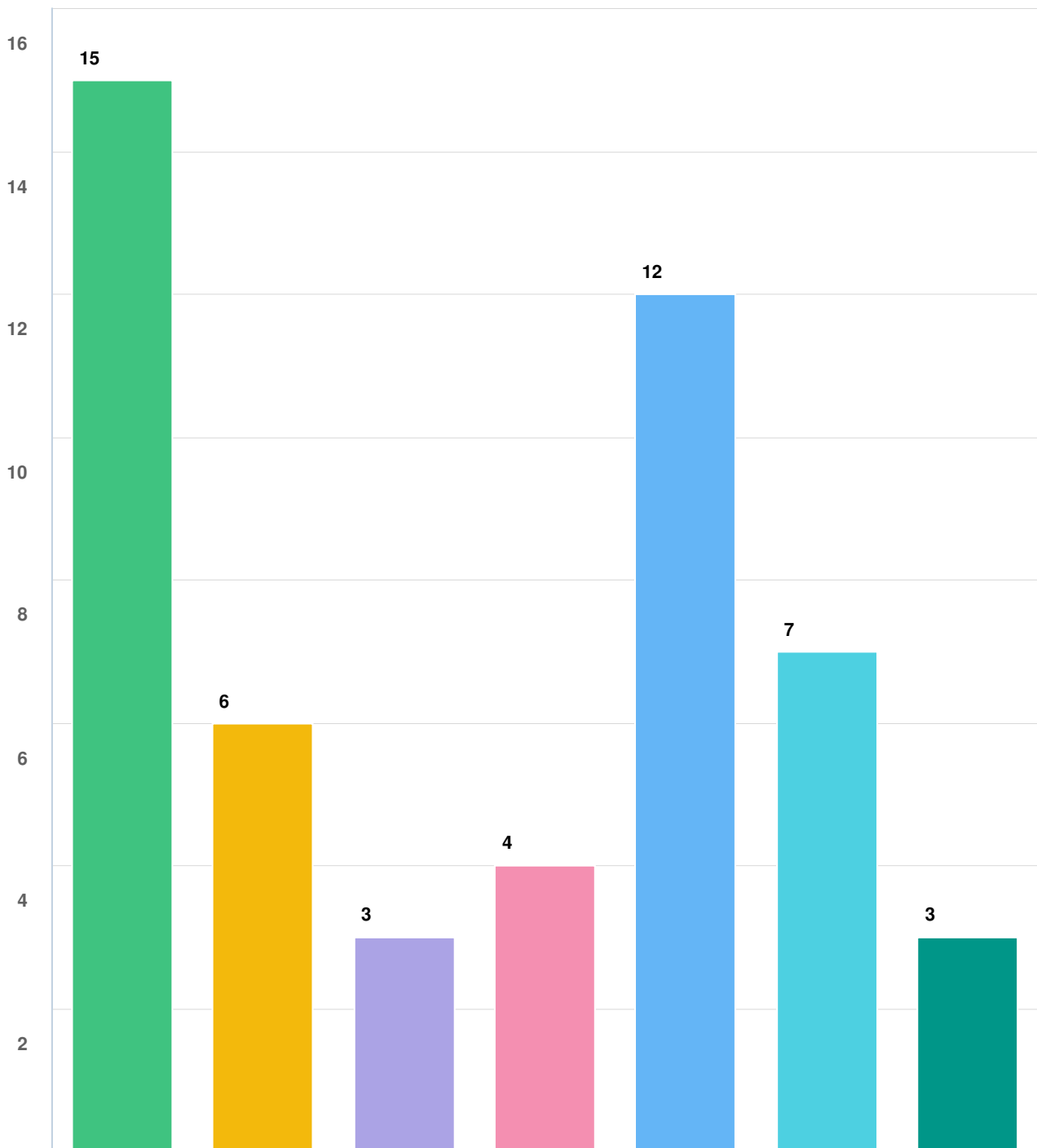
Question options

- Seismic Hazards (Earthquakes)
 ● Drought
 ● Flooding
 ● Urban Fire
 ● Power Failure
 ● Extreme Heat
- Hazardous Materials Release
 ● I have not been impacted by any hazard events in my current residence

Optional question (16 response(s), 1 skipped)

Question type: Checkbox Question

The following hazards could potentially impact the City. Please mark the **THREE (3)** hazards that are of most concern to your neighborhood or home.



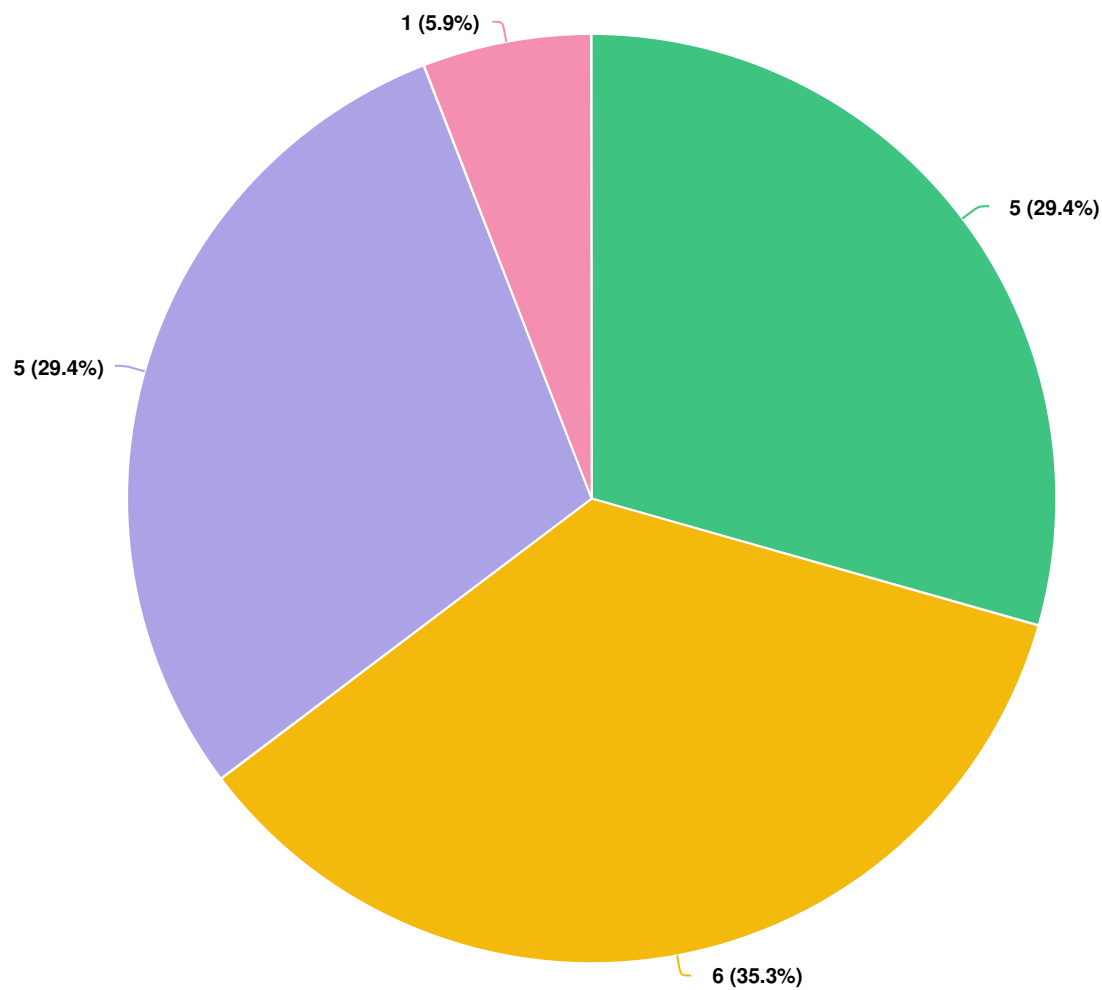
Question options

- Seismic Hazards (Earthquakes)
 ● Drought
 ● Flooding
 ● Urban Fire
 ● Power Failure
 ● Extreme Heat
- Hazardous Materials Release

Optional question (17 response(s), 0 skipped)

Question type: Checkbox Question

How concerned are you that climate change may create new hazardous situations in Stanton or make existing natural hazards worse?



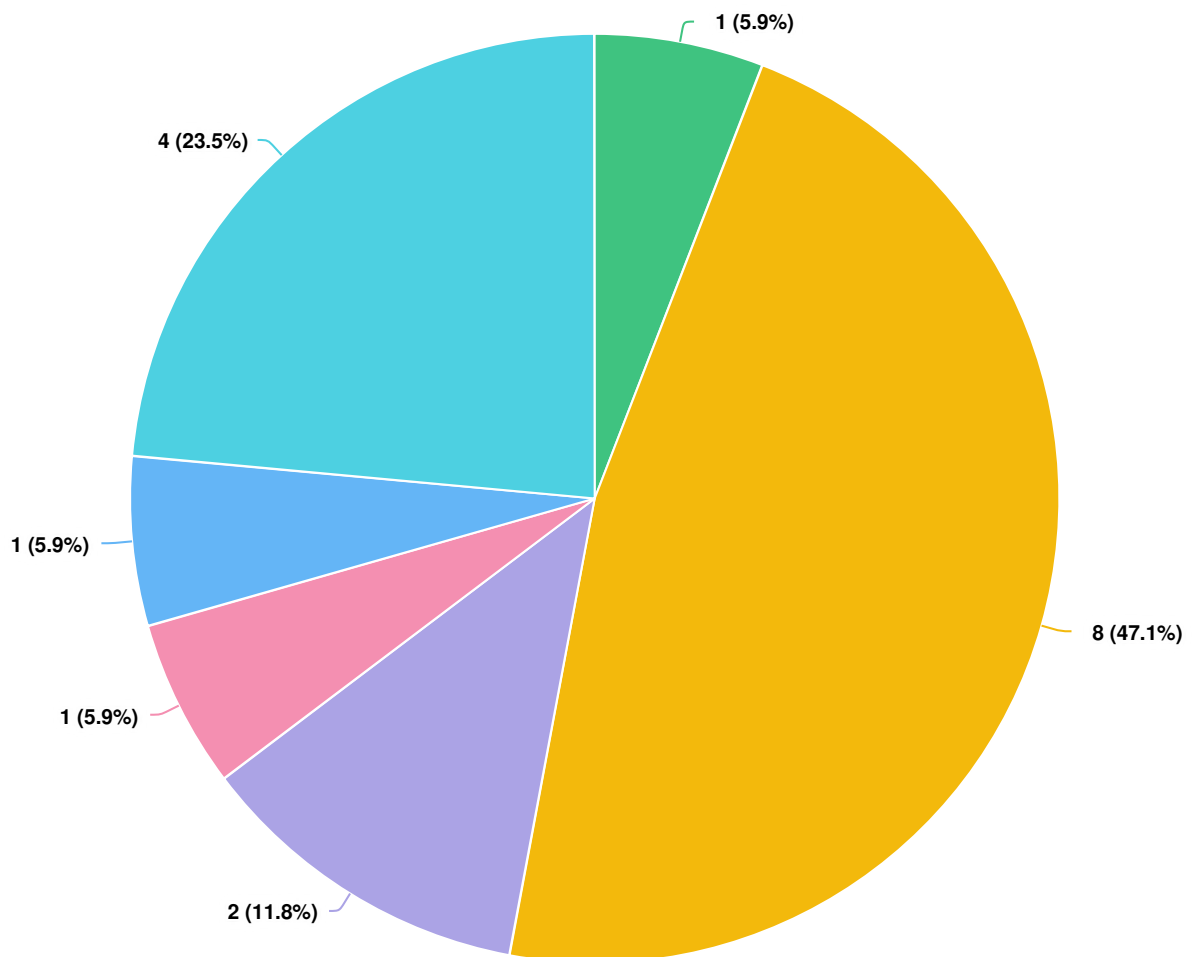
Question options

● Very concerned ● Somewhat concerned. ● Not very concerned. ● Not at all concerned.

Optional question (17 response(s), 0 skipped)

Question type: Radio Button Question

If you have taken any action to protect yourself against natural hazards, how confident are you that these actions will be sufficient to protect against more severe hazards that are expected because of climate change?



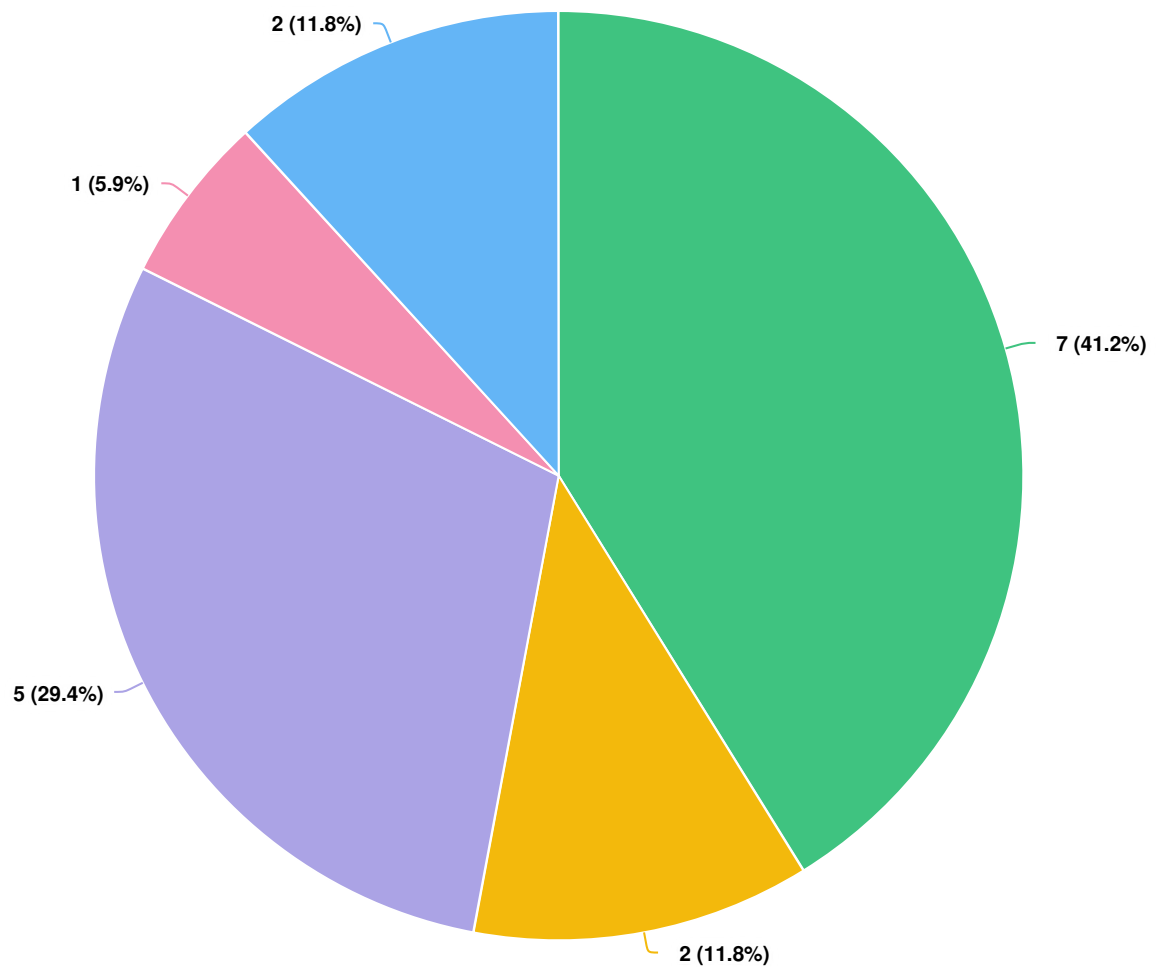
Question options

- ☐ Very confident. ☐ Somewhat confident. ☐ Not very confident. ☐ Not at all confident. ☐ Unsure.
☐ Not applicable; I have not taken any action to protect myself against natural hazards.

Optional question (17 response(s), 0 skipped)

Question type: Radio Button Question

When do you think climate change will have a negative impact on your health, property, livelihood, or overall wellbeing?



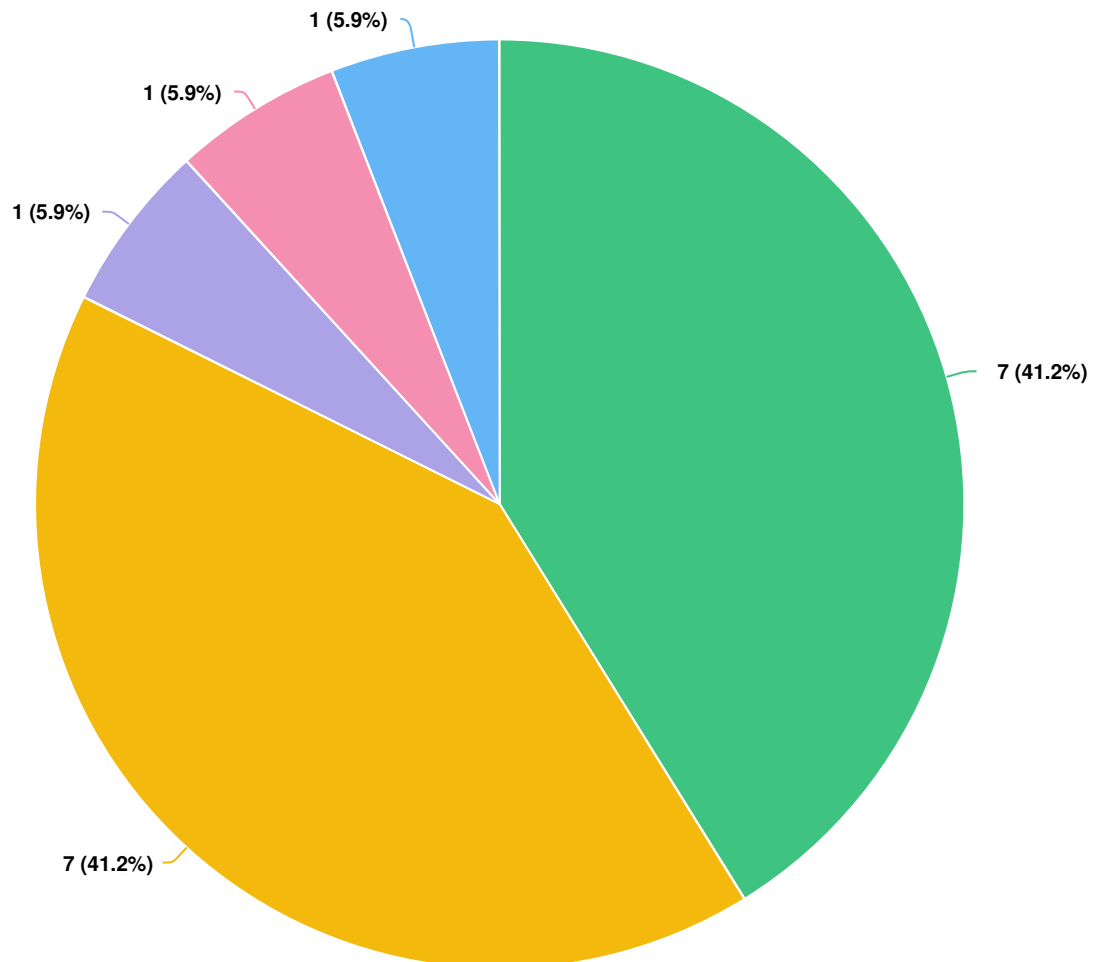
Question options

- ☐ It already has/is. ☐ Within the next five years. ☐ In the next five to twenty years.
☐ Not for at least another twenty years. ☐ Never, or not in my lifetime.

Optional question (17 response(s), 0 skipped)

Question type: Radio Button Question

If you are a homeowner, how confident are you that your homeowners' insurance adequately covers the hazards that could impact your home?



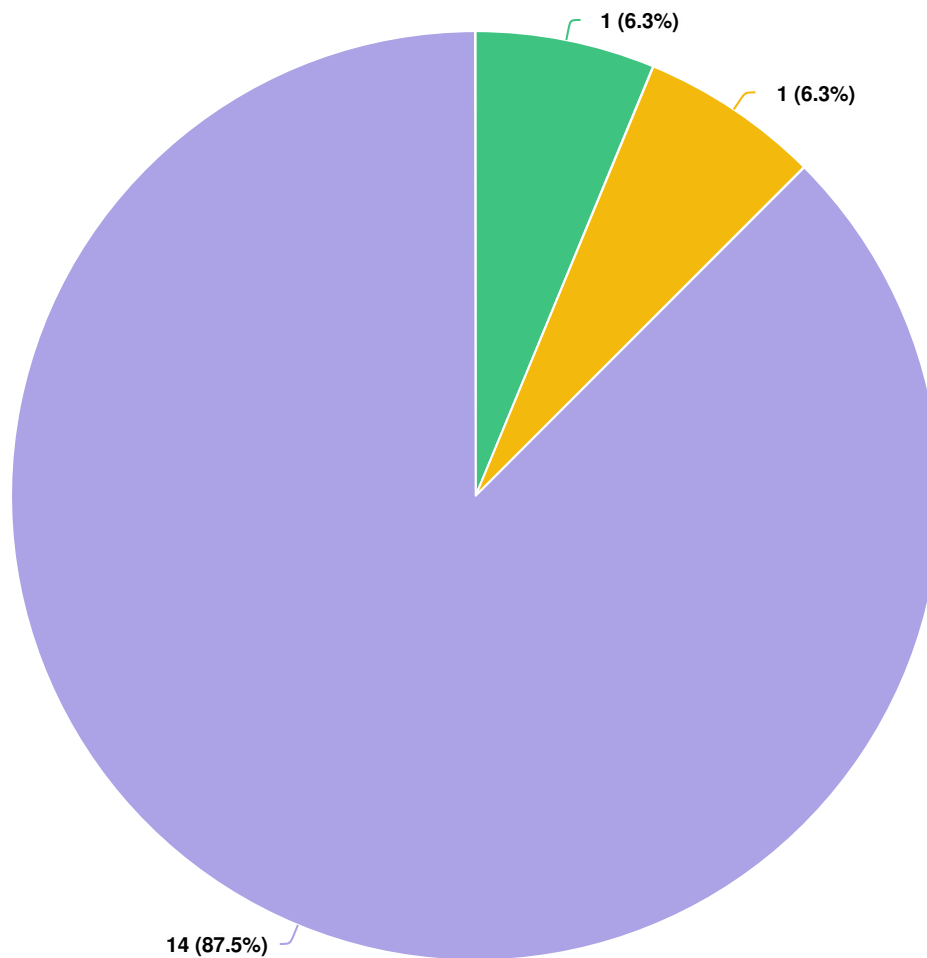
Question options

- Somewhat confident.
- Not very confident.
- Not at all confident.
- Unsure.
- Not applicable; I do not have homeowners' insurance.

Optional question (17 response(s), 0 skipped)

Question type: Radio Button Question

If you rent your residence, do you have renters' insurance?



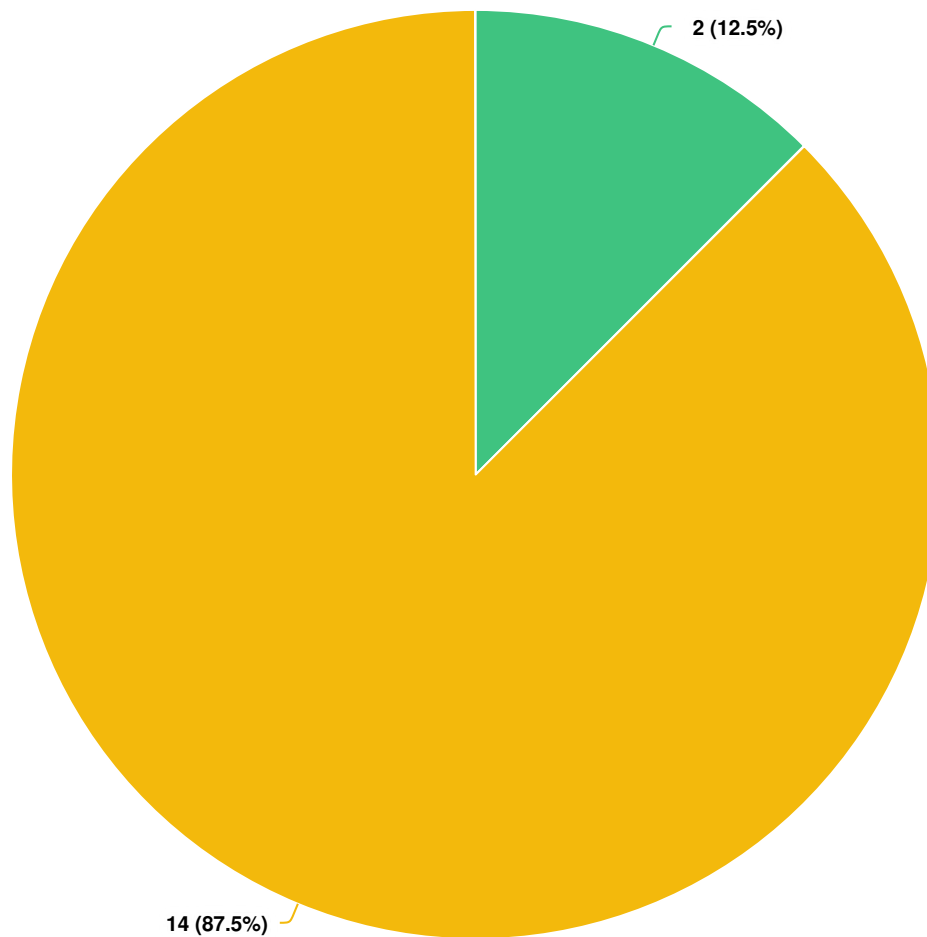
Question options

☐ Yes ☐ No ☐ Not applicable; I own my residence

Optional question (16 response(s), 1 skipped)

Question type: Radio Button Question

Do you have flood insurance for your home?



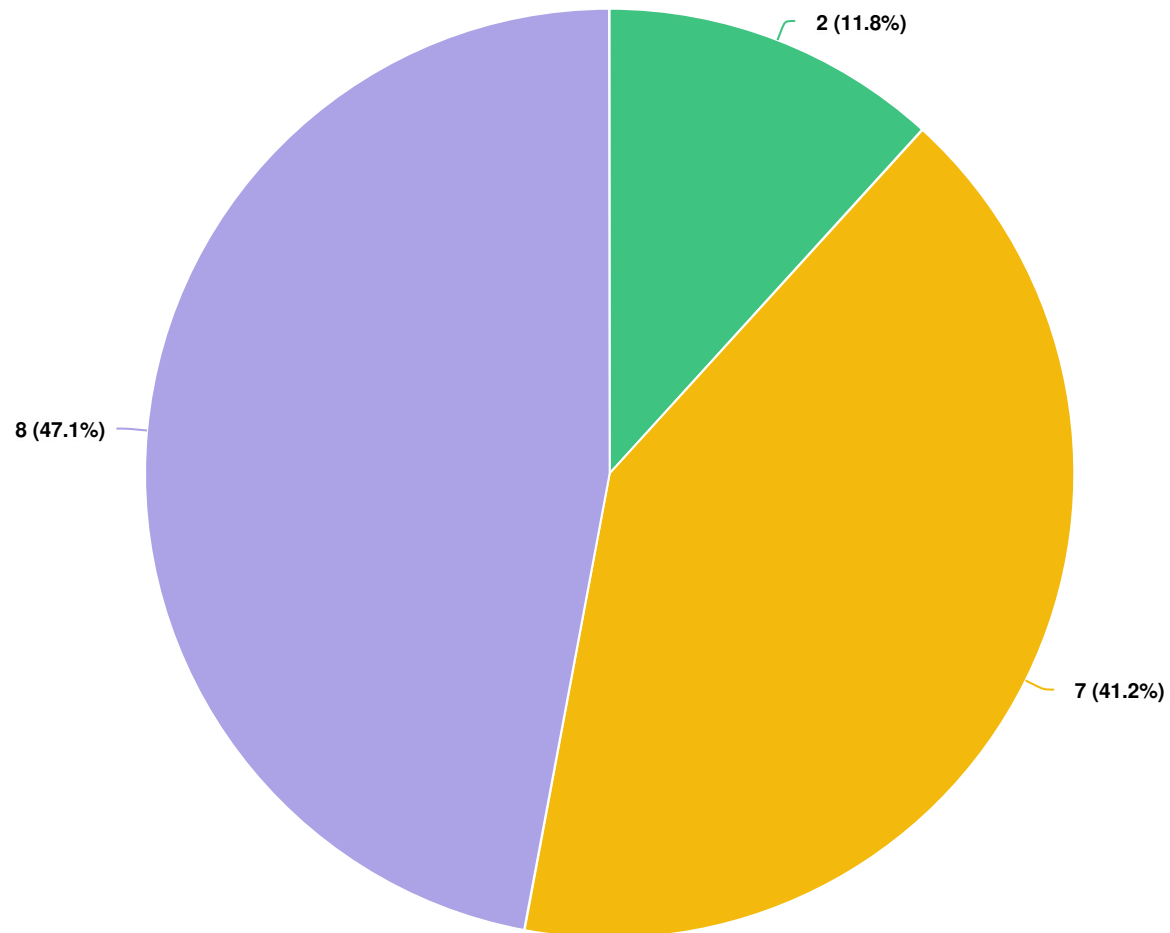
Question options

- Yes, I own my home and have flood insurance.
- No, I do not have flood insurance.

Optional question (16 response(s), 1 skipped)

Question type: Radio Button Question

Are you a trained member of your Community Emergency Response Team (CERT)?



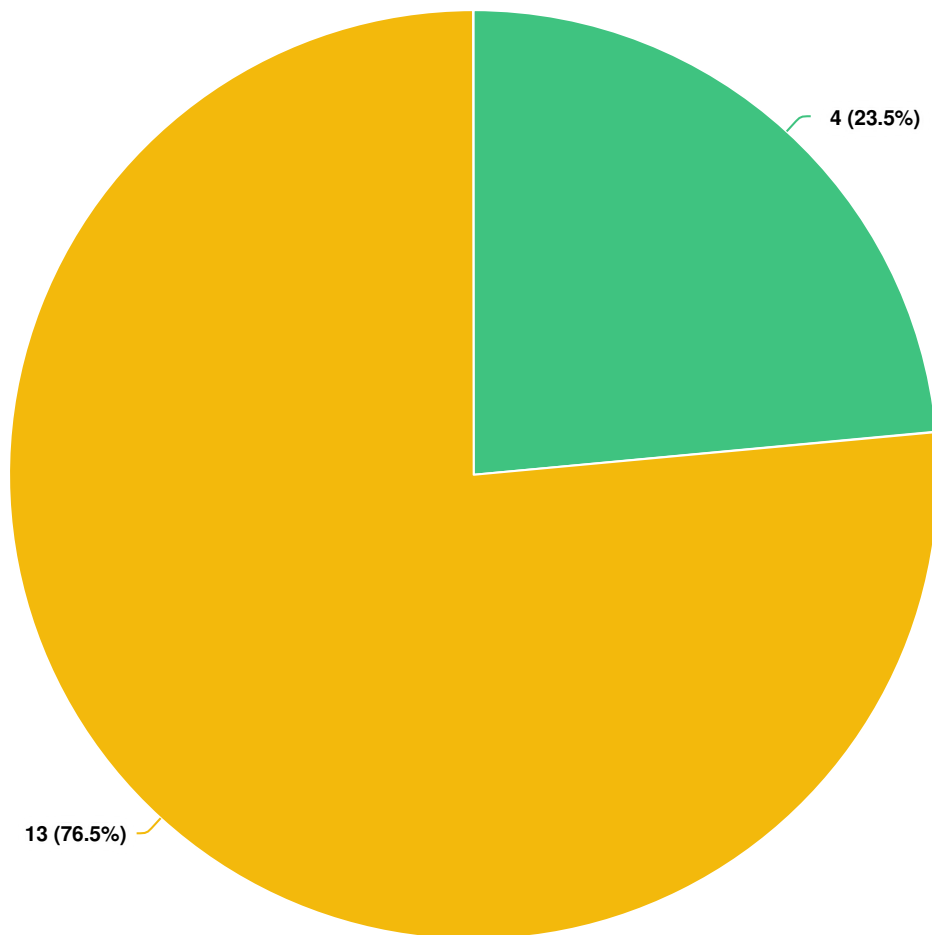
Question options

☐ Yes
 ☐ No, but i would like to learn more about CERT.
 ☐ No, and I am not interested in becoming a trained CERT member.

Optional question (17 response(s), 0 skipped)

Question type: Radio Button Question

Are you familiar with the special needs of your neighbors in the event of a disaster situation?



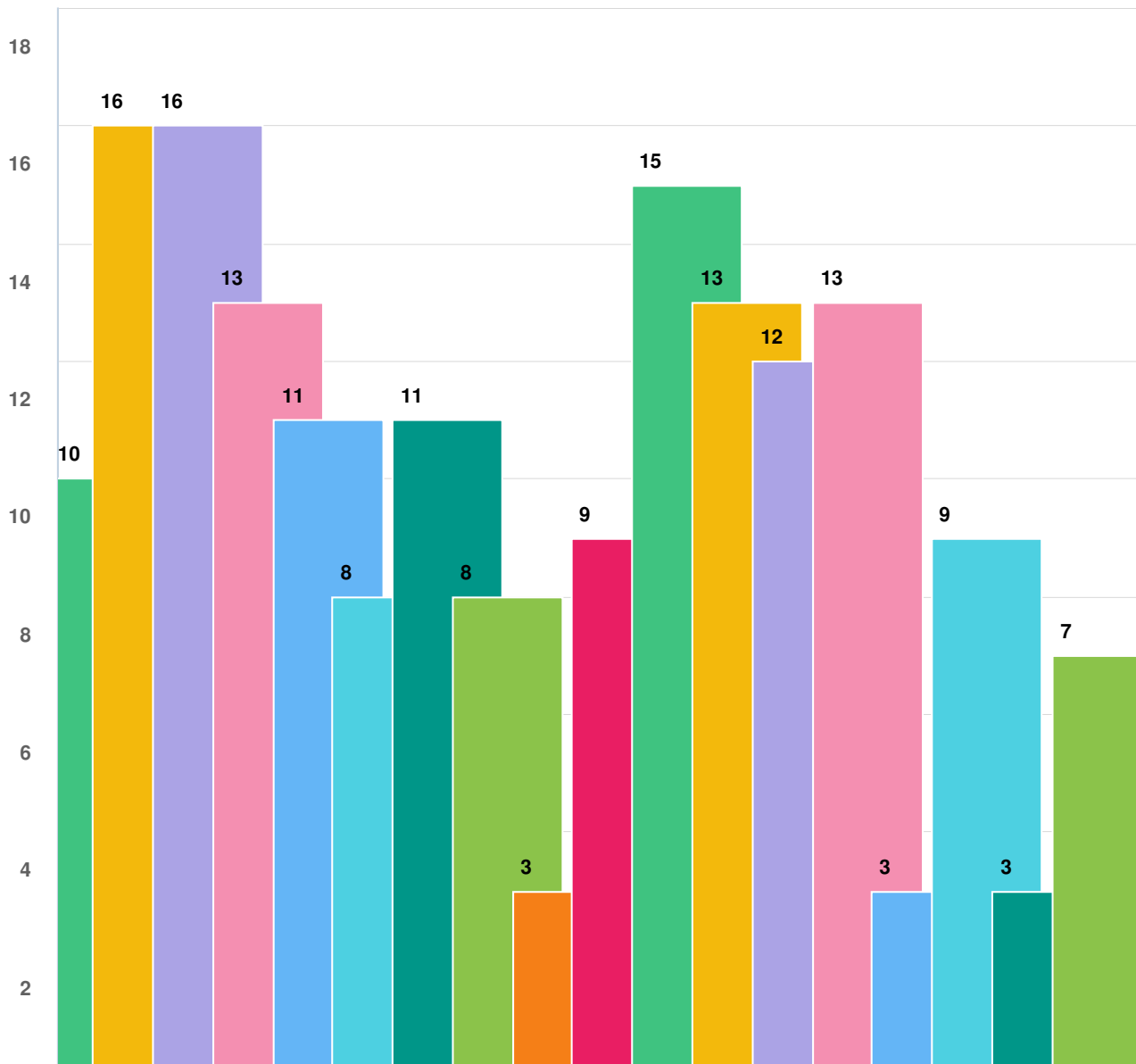
Question options

☒ Yes ☐ No

Optional question (17 response(s), 0 skipped)

Question type: Radio Button Question

If a severe hazard event occurred today, cut your home off from all services (electricity, gas, water, sewer), and left you unable to leave or access a store for 72 hours (3 days), which of these items do you have readily available? (Please select ...

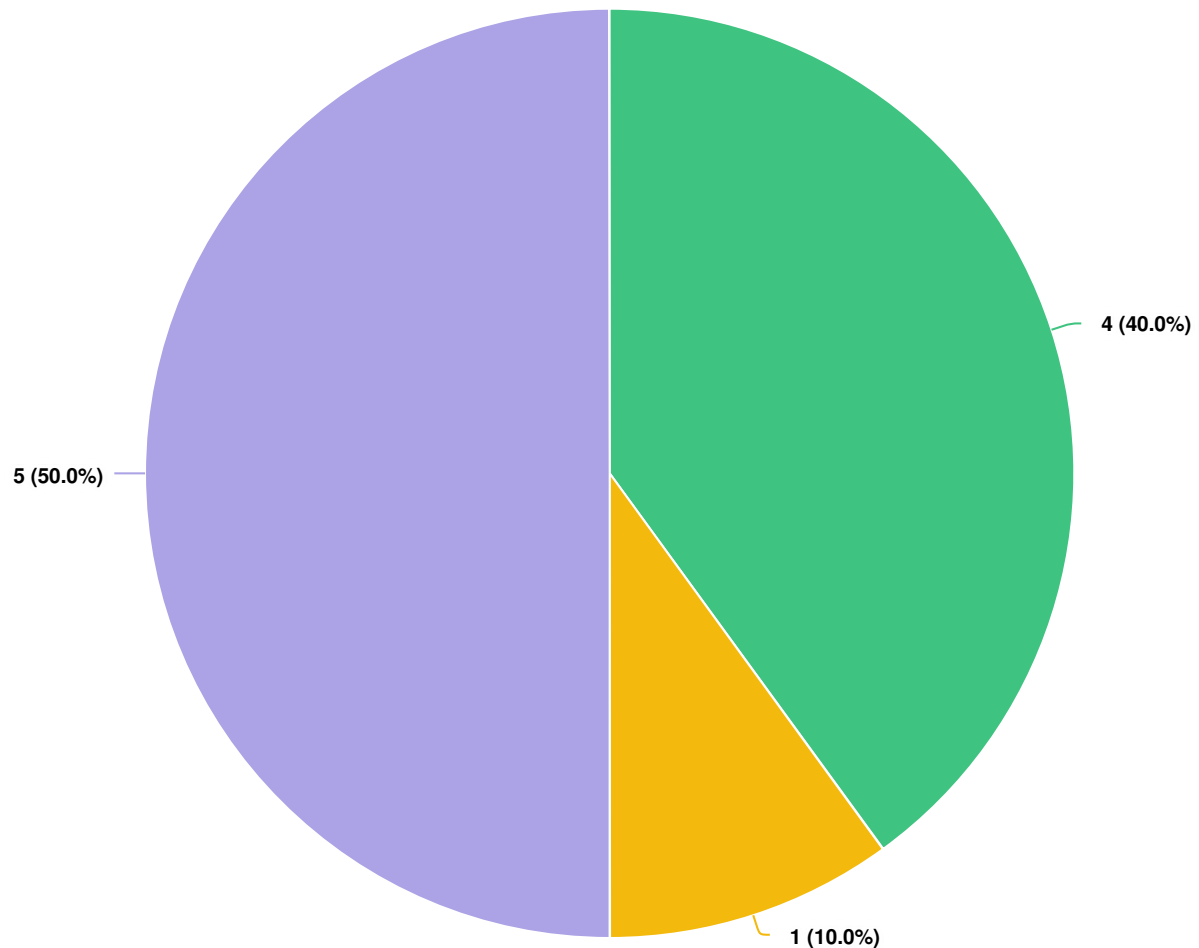


Question options

- Potable water (3 gallons per person)
 ● Cooking and eating utensils
 ● Can opener
- Canned / nonperishable foods (ready to eat)
 ● Gas grill / camping stove
- Extra medications and contact lenses (if applicable)
 ● First aid kit / supplies
- Portable AM/FM radio (solar-powered, hand-crank, or battery-powered)
 ● Handheld "walkie-talkie" radios (with batteries)
- Important family photos / documentation in a water- and fire-proof container
 ● Extra clothes and shoes
- Blanket(s) / sleeping bag(s)
 ● Cash
 ● Flashlight (with batteries)
 ● Gasoline
 ● Telephone (with batteries)
- Secondary source of heat
 ● Pet supplies

Optional question (17 response(s), 0 skipped)

Question type: Checkbox Question

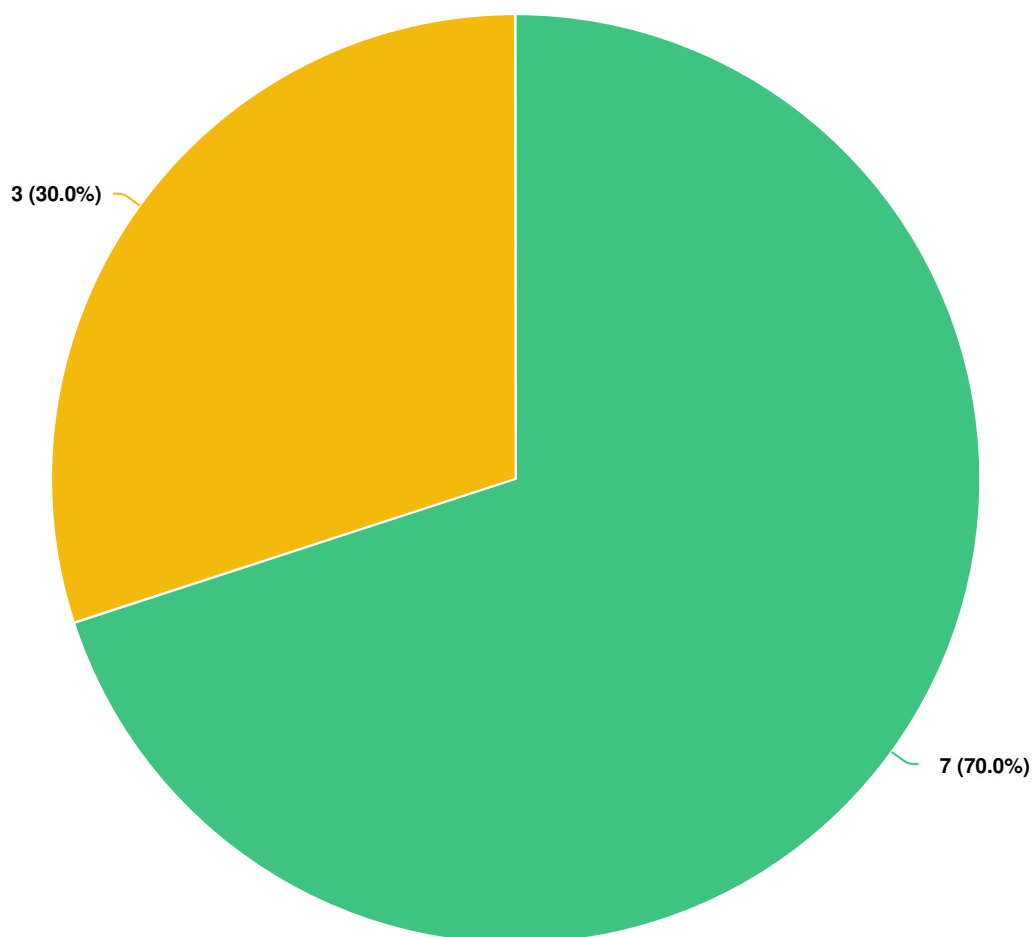
Does your employer have a disaster recovery plan in place?**Question options**

☒ Yes ☐ No ☐ I don't know

Optional question (10 response(s), 7 skipped)

Question type: Radio Button Question

Does your employer have a workforce communications plan to implement following a disaster, so that they can contact you?



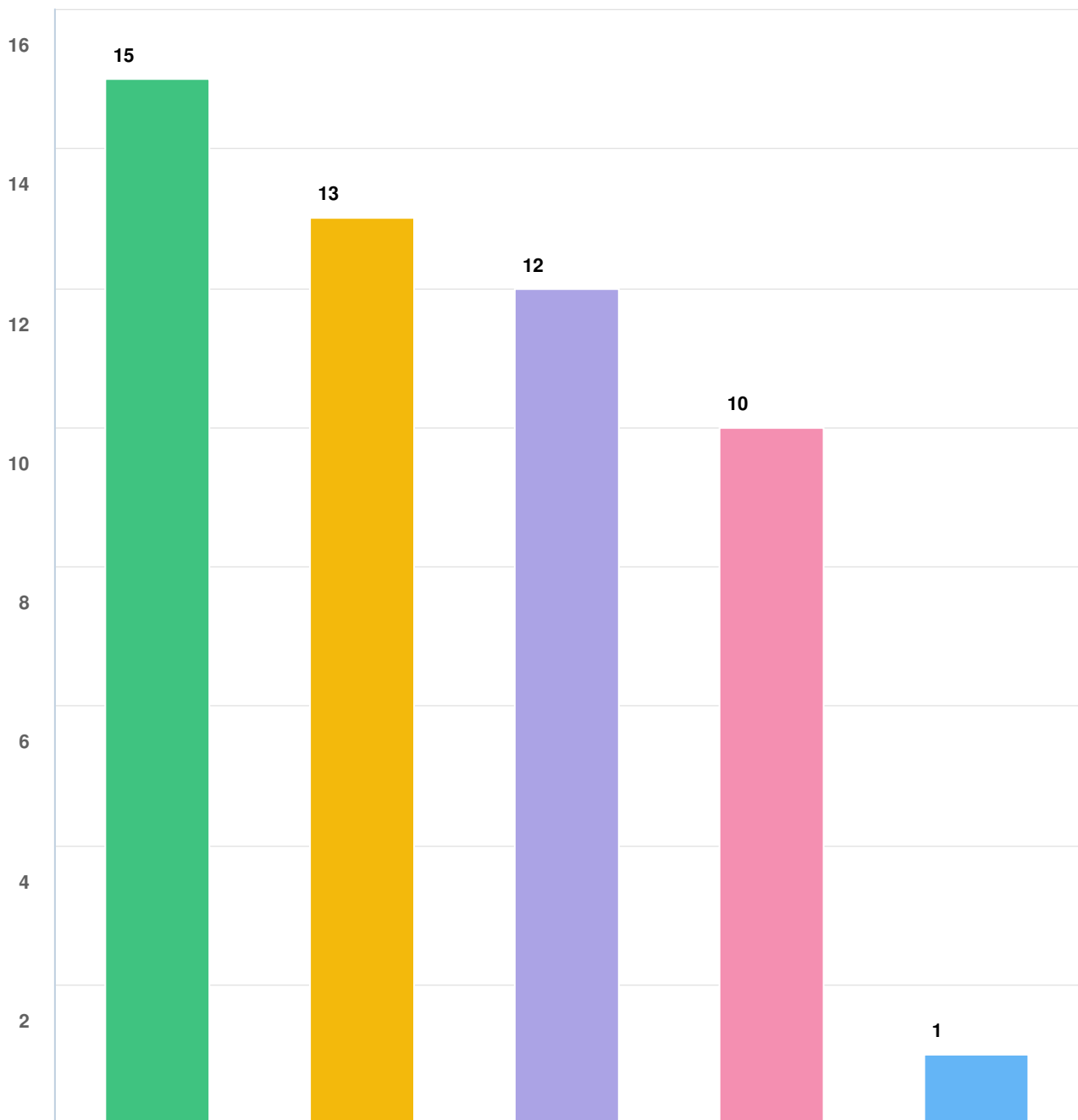
Question options

☒ Yes ☐ I don't know

Optional question (10 response(s), 7 skipped)

Question type: Radio Button Question

How can the City help you become better prepared for a disaster? (Please select all that apply.)



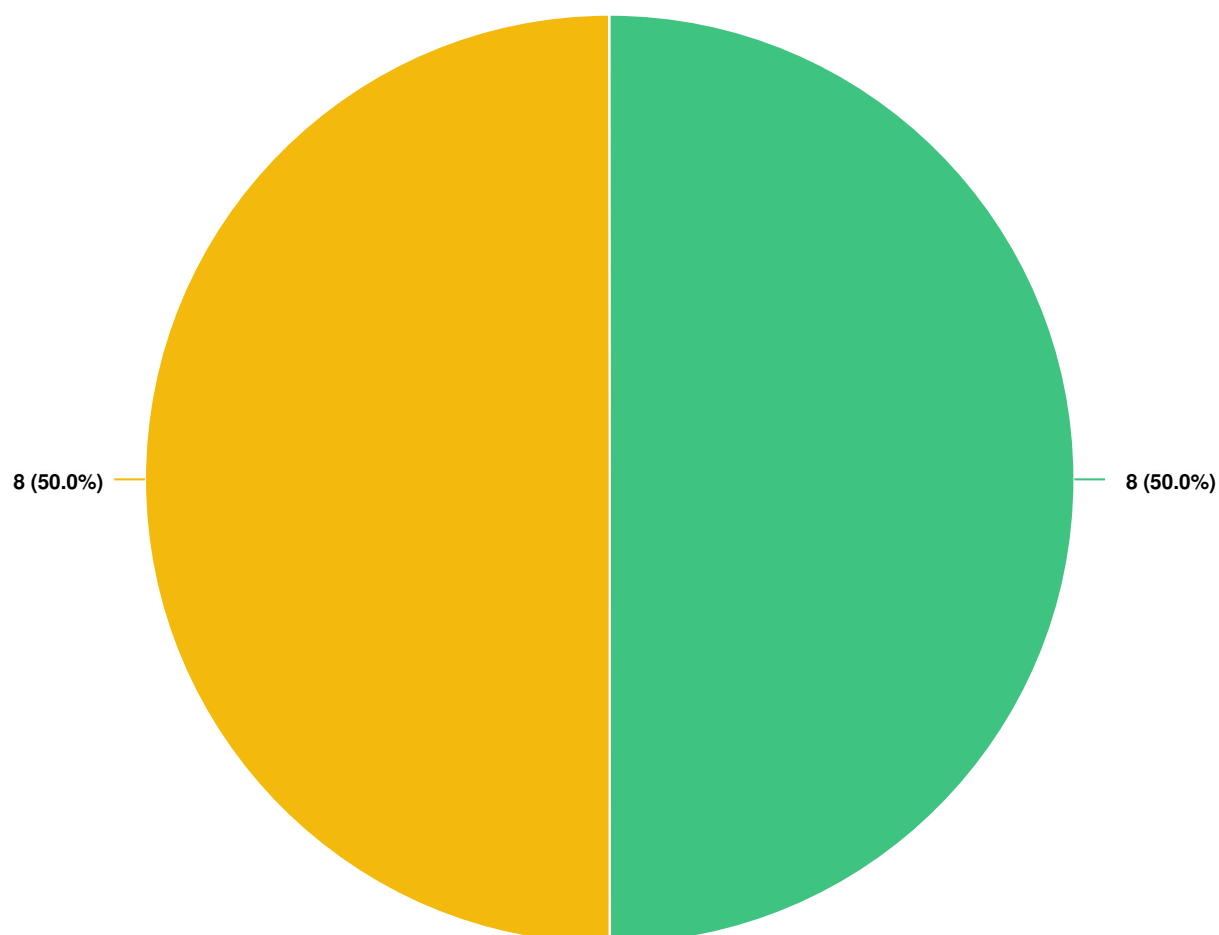
Question options

- Provide effective emergency notifications and communication.
- Provide training and education to residents and business owners on how to reduce future damage from hazard events.
- Provide community outreach regarding emergency preparedness.
- Promote awareness of special needs and vulnerable populations.
- Other (please specify)

Optional question (16 response(s), 1 skipped)

Question type: Checkbox Question

Would you like to be contacted when the Draft 2021 Stanton Hazard Mitigation Plan is available for review?



Question options

● Yes ● No

Optional question (16 response(s), 1 skipped)

Question type: Radio Button Question

**APPENDIX C - RESOLUTION OF ADOPTION
(TO BE INSERTED AFTER CITY COUNCIL APPROVAL)**

APPENDIX D- LIST OF KEY FACILITIES

City of Stanton

List of Critical Facilities and Facilities of Concern

Red = Critical Facility

Purple = Facility of Concern

	CF/FOC	Facility	Title
1	CF	Community Service Building	Community Center
2	CF	Community Service Building	Central Park Restroom Building
3	CF	Community Service Building	Pavilion 1
4	CF	Community Service Building	Pavilion 2
5	CF	Community Service Building	Pavilion 3
6	CF	Community Service Building	Pavilion 4
7	CF	City Hall	
8	CF	City Hall	Parking Garage
9	FOC	Office Building	
10	FOC	Library	
11	CF	Fire Station	
12	CF	City Yard	
13	CF	City Yard	Administration Building
14	CF	City Yard	Warehouse
15	CF	City Yard	Vehicle Storage Shelter
16	CF	City Yard	Fuel Island
17	CF	City Yard	Storage Building
18	CF	Sheriff Station	
19	CF	Sheriff Station	Storage Building
20	FOC	Family Resource Center	Clubhouse/Recreation Building
21	FOC	Dotson City Park	
22	FOC	Dotson City Park	Restroom Building
23	FOC	Stanton Park	
24	FOC	Stanton Park	Restroom Building
25	FOC	Stanton Park	Pavilion 1
26	FOC	Stanton Park	Pavilion 2
27	FOC	Stanton Park	Pavilion 3
28	FOC	Stanton Park	Pavilion 4
29	FOC	Stanton Park	Pavilion 5
30	FOC	Zuniga Park	Zuniga Park
31	FOC	Veterans Memorial Park	Veterans' Park
32	FOC	Dotson City Park	Playground Shelter
33	FOC	Dotson City Park	Caretaker Residence

APPENDIX E – HAZARD MITIGATION IMPLEMENTATION HANDBOOK

City of Stanton



Local Hazard Mitigation Plan Implementation Handbook

July 2022

What Is This Handbook?

The Local Hazard Mitigation Plan (LHMP) for the City of Stanton features an evaluation of the City's hazards as well as a variety of corresponding mitigation actions. These actions are intended to preserve public safety, maintain critical municipal government operations and services when hazard events emerge, and empower community members to take on hazard mitigation at an individual level. This Implementation Handbook (Handbook) is intended for use by City staff and decision makers after the LHMP is adopted. It will:

- Give clear instructions as to what to do following adoption of the LHMP.
- Simplify future updates to the LHMP.
- Assist the City in preparing grant funding applications related to hazard mitigation.
- Guide annual plan review actions.

How do I Use This Handbook?

This Handbook can help City staff and decision makers in several different situations. If and when the events listed below occur, consult the respective sections of this Handbook for advice on how best to proceed:

- A disaster proclamation has been issued by the Stanton City Council
- A disaster proclamation has been issued by the State of California
- A disaster declaration has been signed by the Federal Government
- I want to apply for mitigation grant funding
- Stanton is undergoing its budgeting process
- Stanton is holding its annual meeting of the Hazard Mitigation Planning Committee
- Stanton is updating the following policy and regulatory documents:
 - The Local Hazard Mitigation Plan
 - The Safety Element of the General Plan
 - The Housing Element of the General Plan
 - The Zoning Code

Who Maintains This Handbook?

The leader of the Hazard Mitigation Planning Committee (HMPC) is the one responsible for maintaining this Handbook. At the time of writing, the current HMPC leader is Jason

Huynh from the City of Stanton, City Managers Office. The HMPC may delegate this responsibility to someone else should they so choose.

What to do when a disaster has been proclaimed or declared

Disasters may be proclaimed or declared by the Stanton City Council, the State of California, or the federal government. Responsibilities may differ depending on who proclaims or declares the disaster. If multiple organizations proclaim or declare a disaster, consult all applicable lists.

The Stanton City Council

If the Stanton City Council (or the Director of Emergency Services, if the City Council is not in session) proclaims a Local Emergency, take the following steps:

- ☐ Update **Attachment 1** with information about the disaster. Include information about cumulative damage, including any damage outside of Stanton.
- ☐ Discuss opportunities for local assistance with the representatives from the California Office of Emergency Services (Cal OES).
- ☐ If the disaster damages local infrastructure or City-owned facilities, repair or rebuild the structure to be more resilient, following applicable hazard mitigation actions. A list of actions, organized by hazards, is included as **Attachment 4**.
- ☐ **Chapter 6** of the Stanton LHMP states that the City should consider updating the LHMP if a disaster causes a loss of life in the community, even if there is no state disaster proclamation or federal disaster declaration that includes part or all of the City. If there is a loss of life in Stanton, consider updating the LHMP. Consult the section on updating the LHMP in this Handbook for details.

The State of California

If the State of California proclaims a disaster for Stanton, or an area that includes part or all of Stanton, take the following steps:

- ☐ Update **Attachment 1** with information about the disaster. Include information about cumulative damage, including any damage outside of Stanton.
- ☐ Collaborate with representatives from Cal OES to assess the damage from the event.
- ☐ Discuss opportunities for local assistance with representatives from Cal OES.
- ☐ If the disaster damages local infrastructure or City-owned facilities, repair or rebuild the structure to be more resilient, following applicable hazard mitigation actions. A list of actions, organized by hazards, is included as **Attachment 4**.
- ☐ If the disaster may escalate into a federal disaster declaration, begin any necessary coordination with representatives from the Federal Emergency Management Agency (FEMA).

- ☐ **Chapter 6** of the Stanton LHMP states that the City should consider updating the LHMP if a disaster leads to a state disaster proclamation or federal disaster declaration that includes part or all of Stanton, even if there is no loss of life. Consider updating the LHMP. Consult the section on updating the LHMP in this Handbook for details.

The Federal Government

If the federal government declares a disaster for Stanton, or any area that includes part or all of Stanton, take the following steps:

- ☐ Update **Attachment 1** with information about the disaster. Include information about cumulative damage, including any damage outside of Stanton.
- ☐ Collaborate with representatives from Cal OES and FEMA to assess the damage from the event.
- ☐ Determine if Stanton will be eligible for public assistance funds related to the federal disaster declaration. These funds can be used to reimburse the City for response and recovery activities. If the City is eligible, work with FEMA and Cal OES representatives to enact the necessary requirements and receive funding.
- ☐ If the disaster damages local infrastructure or City-owned facilities, repair or rebuild the structure to be more resilient, following applicable hazard mitigation actions. A list of actions, organized by hazards, is included as **Attachment 4**.
- ☐ The Hazard Mitigation Grant Program (HMGP) is a FEMA program that helps fund hazard mitigation activities after a disaster event. Stanton may be eligible for funding because of the federal disaster declaration, although not all activities may meet the program's requirements. If Stanton is eligible, work with FEMA to apply for this funding.
- ☐ **Chapter 6** of the Stanton LHMP states that the City should consider updating the LHMP if a disaster leads to a state disaster proclamation or federal disaster declaration that includes part or all of Stanton, even if there is no loss of life. Consider updating the LHMP. Consult the section on updating the LHMP in this Handbook for details.

I Want to Apply for Mitigation Grant Funding

There are three potential grant funding programs that FEMA administers for hazard mitigation activities. Two of these programs, the Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA) funding sources, are available to communities with an LHMP that complies with FEMA guidelines and has been adopted within the past five years. The third funding program is the Hazard Mitigation Grant Program (HMGP), which is available for communities that are part of a federal disaster declaration. This section discusses the BRIC and FMA programs, and how to apply for them. The HMGP is discussed under the "Federal Government"

subsection of the above “What to Do When a Disaster Has Been Proclaimed or Declared” section.

Building Resilient Infrastructure and Communities (BRIC)

Building Resilient Infrastructure and Communities (BRIC) will support states, local communities, tribes and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards. BRIC is a new FEMA pre-disaster hazard mitigation program that replaces the existing Pre-Disaster Mitigation (PDM) program.

The BRIC program guiding principles are supporting communities through capability- and capacity-building; encouraging and enabling innovation; promoting partnerships; enabling large projects; maintaining flexibility; and providing consistency.

Development projects must be identified in a hazard mitigation plan that meets FEMA guidelines and was adopted within the past five years. When applying to this program, review the list of hazard mitigation actions in **Attachment 4** to see which projects may be eligible. Planning efforts for communities that lack a valid hazard mitigation plan may be eligible for funding if the effort would create a valid hazard mitigation plan. All BRIC grant applications are processed through the State. To learn more, consult with Cal OES representatives or visit the FEMA webpage on the program. At time of writing, this webpage is available at <https://www.fema.gov/pre-disaster-mitigation-grant-program>.

TAKE THE FOLLOWING STEPS TO APPLY FOR BRIC FUNDING:

- ☐ Confirm that the program is currently accepting funding applications. Check with representatives from Cal OES or consult the Cal OES webpage on the BRIC program. At time of writing, this webpage is available at <http://www.caloes.ca.gov/cal-oes-divisions/hazard-mitigation/pre-disaster-flood-mitigation>.
- ☐ Identify the actions from the hazard mitigation strategy (see Attachment 4) that call on the City to pursue funding or list grants as a potential funding source. Confirm that the actions are consistent with the requirements of the BRIC grant.
- ☐ Coordinate with Cal OES representatives to compile and submit materials for the grant application.

Flood Mitigation Assistance

The FMA grant program is a competitive, national program that awards funding for physical development projects and planning efforts that mitigate against long-term damage from flooding. The funding is only available to communities that participate in the National Flood Insurance Program (NFIP), which Stanton currently does. Communities must also have a valid hazard mitigation plan that meets FEMA guidelines in order to be eligible, and all projects must be consistent with the list of actions in the

hazard mitigation strategy. When applying to this program, review the list of hazard mitigation actions in **Attachment 4** to see which projects may be eligible. As with the BRIC program, applications for the FMA program must be processed through the State. To view more information, consult with Cal OES representatives or visit the FEMA webpage on the program. At time of writing, this webpage is available at <https://www.fema.gov/flood-mitigation-assistance-grant-program>.

TAKE THE FOLLOWING STEPS TO APPLY FOR FMA FUNDING:

- ☐ Confirm that the program is currently accepting funding applications. Check with representatives from Cal OES or consult the Cal OES webpage on the FMA program. At time of writing, this webpage is available at <http://www.caloes.ca.gov/cal-oes-divisions/hazard-mitigation/pre-disaster-flood-mitigation>.
- ☐ Identify the actions from the hazard mitigation strategy (**see Attachment 4**) that call on the City to pursue funding or list grants as a potential funding source. Confirm that the actions are consistent with the requirements of the FMA grant.
- ☐ Coordinate with Cal OES representatives to compile and submit materials for the grant application

Stanton is going through the budgeting process

Stanton's budget process is an ideal opportunity to secure funding for hazard mitigation actions, and to ensure that hazard mitigation efforts are incorporated into the City's fiscal priorities. Stanton currently operates on an annual budget cycle that runs from July 1 to June 30. During this process, City staff should take the following steps to incorporate hazard mitigation into Stanton's annual budget:

- ☐ Include hazard mitigation activities into Stanton's list of Capital Improvement Projects (CIP). Review the list of hazard mitigation actions in Attachment 4 and identify the projects that can be included into the CIP or can support efforts within the CIP.
- ☐ Review the risk and threat assessments in the LHMP (Chapter 3 and Chapter 4) to ensure that all items in the list of CIP are being planned, designed, and constructed so as to minimize the threat from hazard events.
- ☐ Identify opportunities to identify stand-alone hazard mitigation actions through the annual budget process. Include appropriate items from Attachment 4 in the budget as stand-alone line items, particularly items that the Hazard Mitigation Planning Committee (HMPC) considered a high priority.
- ☐ Set aside staff to conduct hazard mitigation activities, including time to participate in HMPC meeting and time to research, prepare, and submit BRIC and FMA grant opportunities (consult the "I Want to Apply for Mitigation Grant Funding" section above).

- ☐ Ensure that hazard mitigation activities are reflected in each department's priorities and earmarked time for specific goals.

Stanton is Conducting its Annual meeting of the Hazard Mitigation Planning Committee

The hazard mitigation planning process brings together representatives from multiple City departments, as well as other relevant stakeholders, and provides a forum to discuss the hazards in Stanton and how to mitigate them effectively. As mentioned in **Chapter 6** of the LHMP, the HMPC should meet at least once each year, beginning a year after the LHMP is adopted. During these meetings, the HMPC should discuss implementation progress and integration of hazard mitigation actions in other City documents. At these meetings, the HMPC can review the status of the hazard mitigation actions and discuss whether completed or in-progress actions are working as expected. These meetings also allow the HMPC to strategically plan for the upcoming year.

It may help for the HMPC to meet early in the year, in advance of annual budget activities. **Attachment 3** contains an example of an HMPC Meeting Agenda.

The annual meeting should include representatives from City departments and other organizations that originally prepared the LHMP. Representatives from other relevant organizations should also be invited. During the preparation of the LHMP, the following individuals were part of the HMPC:

Stanton Hazard Mitigation Planning Committee

Name	Title	Department
Hannah Shin-Heydom	City Manager	City Manager's Office
Jason Huynh	Management Analyst	City Manager's Office
James Wren	Director	Public Safety
Jose De La Torre	Code Enforcement Officer	Public Safety
Zenia Bobadilla	Director	Community Services
Ashley Cain	Community Service Manager	Community Services
Joseph Ames	Director	Public Works

Scott Jensen	Public Works Manager	Public Works
Michelle Bannigan	Director	Finance
Jennifer Lilley	Director	Community & Economic Development
Aneli Gonzalez	Planning Technician	Community Development (Planning)
Jennifer Zambrano	Permit Technician	Community Development (Building)
Cynthia Guzman	Human Resources Manager	Human Resources and Risk Management
Cruz Alday	Captain	Orange County Sheriff's Dept.
Mike Petro	Division 7 Chief	Orange County Fire Authority
Jeff Cole		Orange County Sheriff's Dept
Bryan Mahon	Battalion Chief: B Shift	Orange County Fire Authority

In advance of HMPC meetings, consider using **Attachment 1** to maintain an accurate list of recent disaster events that have occurred in and around Stanton since the LHMP was adopted. At the HMPC meeting, review the Plan Maintenance Table (**Attachment 2**) to identify any gaps in the LHMP or any other component of the Plan that needs updating. This also allows HMPC members the opportunity to review the actions in the hazard mitigation strategy (**Attachment 4**) and ensure that they are implemented as intended.

Stanton is updating its policy and regulatory documents

If Stanton is updating the LHMP, the Safety Element or Housing Element of the General Plan, or the Zoning Code, consult the following applicable section.

Local Hazard Mitigation Plan

All LHMPs should be updated every five years. This helps keep the plan up to date and ensures that it reflects the most recent guidance, requirements, science, and best practices. An updated LHMP also helps keep Stanton eligible for hazard mitigation grants that require a valid, recent LHMP (see "I Want to Apply for Mitigation Grant Funding"), along with an increased amount of post-disaster recovery funds.

The update process for the LHMP takes approximately one year. To ensure that a new LHMP comes into effect before the previous one expires, the update process should

begin no later than four years after the plan is adopted. Updates may occur sooner at the City's discretion. Potential reasons for updating the LHMP sooner may include a state disaster proclamation or federal disaster declaration that covers part or all of Stanton, or if a disaster leads to a loss of life in Stanton (see the "What to Do When a Disaster Has Been Proclaimed or Declared" section), as discussed in **Chapter 6** of the LHMP.

Take the following steps to update the LHMP:

ASSEMBLE THE HAZARD MITIGATION PLANNING COMMITTEE

- ☐ Convene a HMPC meeting no later than four years after the LHMP is adopted. Invite the regular HMPC members, along with representatives from other organizations that may have a role to play in the update process.
- ☐ Review the current status of mitigation actions, including if there are any that are not being implemented as planned or are not working as expected. Determine if there have been any changes in hazard events, regulations, best practices, or other items that should be incorporated into an updated LHMP.
- ☐ Decide if there is a need for a technical consultant to assist with the LHMP update, and conduct consultant selection activities if needed. If a consultant is desired, the selection process should begin a few months before the update gets underway.
- ☐ Create and implement a community engagement strategy, building off of the strategy prepared for the existing LHMP. Describe in-person and online engagement strategies and materials, including ideas for meetings and workshops, draft community surveys, content for websites and press releases, and other materials that may be useful.

UPDATE THE RISK AND THREAT ASSESSMENTS

- ☐ Review and update the risk assessment to reflect the most recent conditions in Stanton. Consider recent hazard events, new science associated with hazards and climate change, new development and land use patterns, and other recent changes on local conditions.
- ☐ Evaluate the status of all key facilities. Update this list if new facilities have been constructed, or if existing facilities have been decommissioned. Re-assess the threat to key facilities.
- ☐ Review the demographics of community residents and update the threat assessment for vulnerable populations and other community members.
- ☐ Assess any changes to the threat to all other community assets, including key services, other facilities, and economic drivers.

UPDATE THE MITIGATION ACTIONS

- ☐ Update the existing hazard mitigation actions to reflect actions in progress. Remove actions that have been completed; or revise them to increase their effectiveness. Revise actions that have been abandoned or delayed so as to

make them more feasible; or remove them from the list of mitigation actions if they are no longer appropriate for Stanton.

- ☐ Develop mitigation actions to improve the status of hazard mitigation activities in Stanton by addressing any issues not covered by the existing LHMP.
- ☐ Ensure that the feedback from the community engagement activities are reflected in the new and updated mitigation actions.

REVIEW AND ADOPT THE UPDATED PLAN

- ☐ Review the other chapters and appendices of the LHMP to reflect any changes made through the update process.
- ☐ Release the updated Plan to HMPC members; and revise the Plan to reflect any comments by HMPC members.
- ☐ Distribute the updated Plan to any appropriate external agencies not included in the HMPC; and revise the plan as appropriate in response to any comments.
- ☐ Release the updated Plan publicly for review; and make revisions to the Plan to reflect public comments.
- ☐ Submit the plan to Cal OES and FEMA for approval, and make any revisions as needed.
- ☐ Submit the plan to the Stanton City Council for adoption.

The Safety Element of the General Plan

The Safety Element is a required component of Stanton's General Plan. It can be updated as a stand-alone activity, or as part of a more comprehensive process to update multiple sections or all of the General Plan. The Safety Element does not need to be updated on any set schedule, but updates should be frequent enough for the element to remain current and applicable to the community.

Local communities can incorporate their LHMP into their Safety Element as allowed under Section 65302.6 of the California Government Code, as long as the LHMP meets minimum federal guidelines. This allows communities to be eligible for an increased share of post-disaster relief funding from the State if a hazard situation occurs, as per Section 8685.9 of the California Government Code.

Take the following steps to incorporate the LHMP into the Safety Element:

INCORPORATE NEW REQUIREMENTS INTO THE SAFETY ELEMENT, AND ENSURE THAT THE LHMP IS CONSISTENT WITH THE SAFETY ELEMENT

- ☐ Review the requirements for Safety Elements in Section 65302(g) of the California Government Code, and for LHMPs in Section 65302.6 of the California Government Code. Ensure that both documents meet all state requirements.
- ☐ Ensure that the information in both plans do not contradict each other, and that any inconsistencies are corrected to use the most accurate and appropriate

information. This information should include community descriptions, a risk assessment, and a threat assessment.

- ☐ Ensure that the policies in the Safety Element support the LHMP and provide a planning framework for specific hazard mitigation actions.

The Housing Element of the General Plan

The Housing Element is a required component of Stanton's General Plan. Section 65583 of the California Government Code requires a Housing Element to analyze and plan for new residential growth in a community, including residential growth for households with an annual income below the area median. Similar to an LHMP, state regulations require that the Housing Elements be updated regularly to remain current and valid.

The Housing Element is not required to contain any information or policies that relate to hazards, although it may include policies that address retrofitting homes to improve resiliency. However, state law links the regular schedule of Housing Element updates to mandatory revisions to other General Plan elements. For example, Section 65302(g)(2) of the California Government Code requires that communities that update their Housing Element on or after January 1, 2009 also update their Safety Element to include specific information and policies related to flood protection. As the LHMP is incorporated into the Safety Element, updates to the Housing Element may indirectly trigger updates to the LHMP.

To update the LHMP concurrent with updates to the Housing Element, take the following steps:

ENSURE THAT THE LHMP MEETS ANY NEW REQUIREMENTS FOR THE SAFETY ELEMENT THAT MAY BE TRIGGERED BY A HOUSING ELEMENT UPDATE

- ☐ Section 65302(g) of the California Government Code lists a number of requirements for the Safety Element of the General Plan. Some of these requirements are triggered by updates to the Housing Element. Check to see if there are any new requirements of this nature. Note that the requirement is linked to the date of adoption of the new Housing Element, not the date the update process begins.
- ☐ Because the LHMP is incorporated into the Safety Element, any amendments or revisions to the Safety Element triggered by the Housing Element update may be made directly in the LHMP. Requirements triggered by the Housing Element are unlikely to require a full rewrite of the LHMP, but the process should fully involve the HMPC and include appropriate community engagement.
- ☐ Adopt the updated LHMP and incorporate it into the Safety Element. If necessary, amend the Safety Element to ensure the two documents are consistent (review the "Incorporate New Requirements Into the Safety Element, and Ensure that the LHMP is Consistent with the Safety Element" subsection above).

The Stanton Municipal Code

Stanton's Municipal Code contains a set of standards that guide land uses and development in the community. These standards include where different types of buildings and land use activities may be located, how these structures must be built, and how they must be operated or maintained. The Municipal Code may include requirements that structures (particularly new structures or those undergoing substantial renovations) incorporate hazard-resistant features, be located outside of the most hazard-prone areas or take other steps to reduce hazard vulnerability.

All communities in California are required to adopt the minimum state Building Standard Code (BSC), which includes some hazard mitigation requirements for new or significantly renovated structures. The BSC is generally updated every three years, with supplemental code updates halfway into each update cycle. Title 5 "Buildings and Structures", of Stanton's Municipal Code contains building regulations and incorporates the BSC. Other sections of the Code adopt additional standards as desired by the City that adapt the BSC to Stanton's local context.

As a participant in the National Flood Insurance Program (NFIP), Stanton is required to incorporate Floodplain Management Requirements in its Zoning Code, which is located in Title 13– Planning, Zoning and Development, Chapter V, Article 10 Floodway and Floodplain Districts. These regulations establish standards for development and operation of facilities within mapped flood-prone areas. Other sections of the Stanton Municipal Code may include additional standards related to hazard mitigation activities.

With the exception of the Floodplain Management Regulations and the minimum standards in the BSC, Stanton is not required to incorporate hazard-related requirements in the Municipal Code. However, the Municipal Code is an effective tool for implementing hazard mitigation measures that relate to the siting, construction, and operation of new buildings and other structures. Substantial updates to the Municipal Code, including the Buildings and Construction and Zoning Code sections, should be done in a way that is consistent with the LHMP.

INCLUDE HAZARD-RELATED REQUIREMENTS IN APPLICABLE SECTIONS OF THE STANTON CODE OF ORDINANCES

- ☐ If the BSC is being updated, evaluate the hazard-related requirements of all sections in the new BSC. Identify any areas where it may be feasible to add or revise standards to help reduce the threat from hazard events. Ensure that these standards are consistent with the LHMP. Consider whether standards should be applied to all structures, or to specific types of structures or to structures in a limited area (such as a flood plain).
- ☐ If the Zoning Code is being updated, ensure that all requirements do not expose community members or community assets to an excessive risk of harm. Where feasible, use the requirements to strengthen community

resiliency to hazard events. Ensure that these standards are consistent with the LHMP. Consider possible standards such as overlay zones that strengthen zoning requirements in hazard-prone areas, landscaping and grading requirements that buffer development from hazards, siting and design standards that make structures more resilient, and other strategies as appropriate.

Use this table to fill out information about any disaster events that have occurred in Stanton or nearby and have had an effect on the community. Include the date and location of the disaster event, the damages associated with the event, and any information about disaster proclamations or declarations resulting from the event.

[illegible]

† If the disaster was proclaimed or declared by the local, state, and/or federal government

Attachment 2: Plan Maintenance Table

Use this table when reviewing the LHMP as part of the HMPC's annual activities. For each section of the LHMP, note if any changes should be made to make the Plan more effective for the community. This includes noting if anything in the LHMP is incorrect or if any important information is missing. Make revisions that are consistent with these notes as part of the next update to the LHMP.

Section	Is Anything Incorrect?	Is Anything Missing?	Should Any Other Changes Be Made?
Multiple sections or throughout			
Chapter 1: Introduction			
Chapter 2: Community Profile			
Chapter 3: Risk Assessment			
Chapter 4: Threat Assessment			
Chapter 5: Mitigation Strategy			
Chapter 6: Plan Maintenance			
Appendices			

Attachment 3: Sample Agenda and Topics for the Hazard Mitigation Planning Committee

This attachment includes a sample agenda and discussion topics for the annual meeting of the HMPC. Meetings do not have to follow this order or structure, but the items included in this attachment should be addressed as part of the annual meeting. During the update process for the LHMP, it is likely that the HMPC will meet more frequently. The meetings of the HMPC during the update process will involve different discussion topics.

ITEM 1: RECENT HAZARD EVENTS

- 1.1. What hazard events have occurred this past year in Stanton, or nearby in a way that affected the community?
 - Identify events that caused loss of life or significant injury to Stanton community members, significant property damage in Stanton, or widespread disruption to Stanton.
 - More minor events should also be identified if there is a need for a community response to mitigate against future such events.
- 1.2. What are the basic facts and details behind any such hazard events?
 - Consider the size and location of the affected area, any measurements of severity, any injuries and deaths, the cost of any damage, the number of people displaced or otherwise impacted, and other relevant summary information.
 - Ensure that these facts and details are clearly recorded for future Plan updates, including through use of the Disaster Information Table (**Attachment 1**).

ITEMS 2: MITIGATION ACTION ACTIVITIES

- 2.1. What mitigation actions have been fully implemented? Are they working as expected, or do they need to be revised?
- 2.2. What mitigation actions have started to be implemented since the HMPC last met? Is implementation of these actions proceeding as expected, or are there any barriers or delays? If there are barriers or delays, how can they be removed?
- 2.3. What mitigation actions are scheduled to begin implementation in the next year? Are there any factors that could delay implementation, or weaken the effectiveness of the actions? How can these factors be addressed?
- 2.4. What resources are needed to support planned, in-process, or ongoing mitigation actions? Does the City have access to these resources? If not, how can the City obtain access to these resources?

ITEM 3: INFORMATION SHARING

- 3.1. Is the City communicating with all appropriate local jurisdictions, including neighboring communities, Orange County, and special districts? This should include information on district-specific hazard situations, mitigation actions, and other relevant information.

- 3.2. Is the City communicating with the appropriate state and federal agencies? Is the City receiving information about new regulations, best practices, and data that relates to hazard mitigation activities?
- 3.3. Are there opportunities for the City to improve coordination with local, state, and federal jurisdictions and agencies?

ITEM 4: BUDGETARY PLANNING

- 4.1. What are the financial needs for Stanton to support implementation of planned and in-process mitigation actions, including ongoing items? Is there sufficient funding for all measures in the LHMP that are planned for the next year, including in-process and ongoing items? If sufficient funding is not available, how can the City obtain these funds?
- 4.2. If it is not feasible for the City to support all planned, in-process, or ongoing mitigation actions, which ones should be prioritized?
- 4.3. Are there hazard-related activities not included in the LHMP that should be budget for? Can the City obtain the necessary funding for these activities?

ITEM 5: STRATEGIC PLANNING

- 5.1. Which grants are available for hazard mitigation activities, and which activities are best positioned to secure funding?
- 5.2. How should the agencies and other organizations represented on the HMPC coordinate to maximize the chances of receiving funding?
- 5.3. Are there any scheduled or anticipated updates to other City documents that could relate to hazard mitigation activities? How can the HMPC share information with staff and any technical consultants responsible for these updates, and ensure that the updates will enhance community resiliency?
- 5.4. What capital projects are scheduled or anticipated? Are these capital projects being designed and built to be resistant to hazard events? Are there opportunities for these projects to support hazard mitigation activities?
- 5.5. How can HMPC members coordinate efforts with those responsible for capital projects to take advantage of economies of scale that will make hazard mitigation activities easier to implement?
- 5.6. Has it been four years since the adoption of the LHMP? If so, lay out a timeline for Plan update activities, including additional meetings of the HMPC. Identify if a technical consultant is needed and begin the contracting process if so.
- 5.7. Are there any other opportunities for HMPC members and the organizations they represent to coordinate efforts?

ITEMS 6: NEW BUSINESS

- 6.1. Are there any other items related to the HMPC's mission?

There is no content on this page.

Attachment 4: Hazard Mitigation Strategy

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN

Mitigation Action		Potential Funding Sources	Responsible Department	Relative Cost*	Time frame	Priority
Preparedness Activities						
P1	Expand emergency preparedness and response capabilities throughout the City of Stanton; A. Conduct regular emergency preparedness drills and training exercises for City staff. B. Expand participation with local businesses and organizations. C. Expand trainings to include active shooter drills and exercises. D. Expand participation in the CalOES Safety Assessment Program (SAP) by City staff.	General Fund, Other Grants	Public Safety	\$	N/A	N/A
P2	Coordinate with local school districts to ensure that school facilities can act as evacuation sites during major emergencies.	General Fund, Other Grants	Public Safety	\$	N/A	N/A
P3	Expand participation in the West County CERT (Community Emergency Response Team) program for residents and businesses.	General Fund, Other Grants	Public Safety	\$	N/A	N/A
P4	Ensure that community evacuation plans include provisions for community members who do not have access to private vehicles or are otherwise unable to drive.	General Fund, Other Grants	Public Safety	\$	N/A	N/A
P5	Continue to ensure effective emergency notifications through multiple media formats about pending, imminent, or ongoing emergency events. Ensure that information is accessible to persons where English is not their primary	General Fund, Other Grants	OC Sheriff	\$	N/A	N/A

	language, and for residents with access and functional needs.					
P6	Maintain at least one emergency power-generating station in all City critical facilities such as City Hall, Community Centers, and any other location used for critical services.	General Fund, Other Grants	Public Works	\$\$\$	N/A	N/A
P7	Periodically update the Stanton Emergency Operations Plan to identify backup power, cooling center locations, and communications infrastructure within all City critical facilities.	General Fund, Other Grants	Public Safety	\$	N/A	N/A
P8	Ensure that the City has an adequate supply of sandbags for residents and businesses, including prefilled sandbags for individuals who may be unable to fill them on their own.	General Fund, Other Grants	Public Works	\$	N/A	N/A
P9	Update the Safety Element to include the 2022 Local Hazard Mitigation Plan	General Fund, Other Grants	Community Development	\$\$	N/A	N/A

Multiple Hazards

1.1	Explore the feasibility of connecting critical facilities, including the Civic Center and Community Center to a microgrid power-supply network. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	2026	High
1.2	Install energy-efficient equipment to increase the longevity of the fuel supply for backup generators. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	2023	High

1.3	Conduct routine updates of the Facility Conditions Assessment for City-owned infrastructure, buildings, and other utilities and coordinate with other agencies to ensure inspections of other important infrastructure. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$	Ongoing	Medium
1.4	Repair, as feasible, all major deficiencies discovered by inspections to prevent collapse, failure, or damage in the event of a natural disaster. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	Ongoing	High
1.5	Incentivize public and private utility operators to harden their infrastructure within the City or passing through the City from potential breaches. Encourage enhancement of supervisory control and data acquisition (SCADA) to allow instantaneous shut down of line breaches. Use mitigation grants to incentivize entities to partner with the City to complete these projects. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	City Administration, Public Works	\$\$	Ongoing	Low
1.6	Install and harden emergency backup generators at Civic and Community Centers, and other critical facilities (cooling centers) as the city may determine necessary. Encourage utility providers to enhance and harden emergency backup infrastructure for the facilities. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works, PIO	\$\$\$	2025	High
1.7	Conduct a feasibility assessment of installation of solar and battery backup systems at key critical facilities within the City. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$	2025	High

1.8	Work closely with community groups to increase awareness of hazard events and resiliency opportunities among socially vulnerable community members. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	PIO, Community Services	\$	Ongoing	Medium
1.9	Avoid building new City-owned key facilities in mapped hazard areas. If no feasible sites outside of mapped areas exist, ensure that such facilities are hardened against hazards beyond any minimum building requirements/ mitigation standards. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development, Public Works	\$	Ongoing	Low
1.10	Coordinate with regional social service agencies and nonprofit care providers to obtain temporary shelter for homeless persons in advance of potential hazard events. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Safety, City Administration	\$	Ongoing	Medium
1.11	Closely monitor changes in the boundaries of mapped hazard areas resulting from land use changes or climate change and adopt new mitigation actions or revise existing ones to ensure continued resiliency. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development	\$	Ongoing	Low
1.12	Integrate policy direction and other information from this Plan into other City documents, including the General Plan, Emergency Operations Plan, and Capital Improvements Program. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	\$	2023	Low

1.13	Monitor funding sources for hazard mitigation activities. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Finance Departments (All Departments)	\$	Ongoing	Medium
1.14	Expand the City's comprehensive educational campaign for residents and businesses that describes the hazards present in the community and emphasizes cost-effective mitigation efforts, such as proper construction techniques, bracing of furniture and appliances, and purchase of additional insurances. Distribute information through social networking, websites, print media, radio, television, in utility bills, at special events and in City facilities, and/or other media as appropriate. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	PIO, Community Development, Public Works, Public Safety	\$\$	Ongoing	Medium
Seismic Hazards (Seismic Shaking, Liquefaction)						
2.1	Encourage the installation of resilient (seismically appropriate) piping for new or replacement pipelines, in close coordination with local water, natural gas, and other providers.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works, Community Development	\$	Ongoing	Medium
2.2	Assess soft story conditions for seismically vulnerable structures constructed prior to 1990.	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development	\$\$	2025	Medium
2.3	Conduct an educational campaign and identify incentives to encourage the use of reinforced chimneys, anchored rooftop-mounted equipment, window film, and other preventative measures to reduce damage at private buildings.	General Fund, BRIC/ HMGP Grants,	PIO, Community Development	\$\$	TBD	Low

		Other Grants				
2.4	Encourage community groups and industry representatives to assist in outreach to residents and businesses to obtain earthquake insurance.	General Fund, BRIC/ HMGP Grants, Other Grants	PIO, Community Development	\$	Ongoing	Low
2.5	To the extent feasible, construct all new and significantly retrofitted City-owned facilities to remain operational in the event of a major earthquake.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	2023	High
2.6	Coordinate with Golden State Water Company on seismic surveys and evaluations for water infrastructure within the City	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$	Ongoing	Low
2.7	Pursue ground improvement projects, such as constructing a high strength capping layer, soil mixing, stone columns, soil wicks, chemical and pressure grouting, and other soil improvement techniques that reduce liquefaction susceptibility for key critical facilities in the event of an earthquake.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	TBD	Medium
Energy/Power Failure						

3.1	Establish and routinely update a confidential inventory of critical infrastructure and ensure development activities coordinate with future resilience enhancements by utility providers.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$	Ongoing	Low
3.2	Expand access to alternative energy technologies, energy efficiency improvements and appliances, and programs for vulnerable populations to reduce energy consumption and the need for City services during extreme heat events.	General Fund, BRIC/ HMGP Grants, Other Grants	PIO, Community Development	\$	TBD	Medium
3.3	Expand battery backup power supplies for traffic signals, to ensure functionality in the event of power failure.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	2024	High
3.4	Monitor changes to Public Safety Power Shutoff (PSPS) circuits in and around the City that could affect residents, businesses, and organizations, and increase awareness of the effects of these events on the City's resources.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$	Ongoing	Low

Drought

4.1	Require plumbing within medians, that allows for future reclaimed water use (Stanton General Plan: Action ICS 3.1.2a).	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	TBD	Low
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4.2	Ensure the City's emergency water connections and agreements are sufficient to provide a short-term supply during a hazard event. Coordinate inspections with Golden State Water Company of connection infrastructure to ensure it is resilient to emergency conditions and retrofit as needed.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$	Ongoing	Low
4.3	Encourage drought tolerant native landscaping, low-flow water fixtures beyond the state minimum code, and daytime watering restrictions on properties throughout the city to reduce water consumption.	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development, Public Safety	\$	Ongoing	Low
4.4	Collaborate with Golden State Water Company (GSWC) and Municipal Water District of Orange County (MWDOC), to pursue water efficiency best practices to reduce water demand.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$	Ongoing	Medium
4.5	Use drought-tolerant plants when installing new or significantly redoing City-owned landscapes. Limit turf that is not drought tolerant to recreational fields and lawns, and only in instances where no feasible drought-tolerant alternatives exist.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works, Community Services	\$\$\$	Ongoing	Low

Extreme Heat

5.1	Notify residents through public service announcements a couple of days in advance of a severe weather event. Focus on media methods that target vulnerable populations, such as elderly, sick, lower-income, or persons with limited mobility to better ensure they have adequate time to prepare for a heatwave in advance.	General Fund, BRIC/ HMGP Grants, Other Grants	PIO	\$	Ongoing	Low
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5.2	Implement a tree-planting program to diversify tree age and increase shaded areas in the City to reduce the effects of extreme heat events.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works, Community Development	\$\$\$	TBDO	Medium
5.3	Expand use of public facilities (libraries, community centers, etc.) as cooling centers for vulnerable populations during extreme heat events, and assess facility needs in order to automatically open these facilities as cooling centers when temperatures exceed approximately 97 degrees (temperature threshold can be lowered at city discretion).	General Fund, BRIC/ HMGP Grants, Other Grants	Community Services	\$\$	Ongoing	Medium
5.4	Promote passive cooling design (brise soleil, long roof overhangs, locating windows away from southern facades, etc.) in new developments during the design review process.	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development	\$	Ongoing	Low
5.5	Upgrade HVAC within City facilities to more efficient systems that may include split systems or decentralized systems that allow for heating and cooling the spaces needed, not entire buildings.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	\$\$\$	TBD	Medium
5.6	Evaluate the long-term capacity of designated cooling centers and shelters in the City to provide sufficient relief from extreme heat. Assess the need to expand services as the frequency, length, and severity of future heatwaves potentially change as a result of climate change.	General Fund, BRIC/ HMGP Grants, Other Grants	Community Services, Public Works	\$\$	Ongoing	Low

5.7	Increase the use and construction of shade structures within new developments, City facilities, parks, and trails to reduce urban heat island impacts.	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development, Public Works, Community Services	\$\$\$	Ongoing	Low
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Flooding

6.1	Investigate permeable paving and use landscaped swales for new and replacement City-owned hardscaped areas.	General Fund, BRIC/ HMGP Grants, FMA Grants, Other Grants	Public Works	\$	TBD	Low
6.2	Require the use of porous surfaces on new and significantly retrofitted residential and commercial developments to reduce runoff.	General Fund, BRIC/ HMGP Grants, FMA Grants, Other Grants	Community Development, Public Works	\$	Ongoing	Low
6.3	Conduct frequent cleanings of storm drain intakes, especially before and during the rainy season.	General Fund, BRIC/ HMGP Grants, FMA Grants, Other Grants	Public Works	\$	Ongoing	Medium

6.4	Coordinate with Orange County Flood Control on upgrades and maintenance to storm drains and channels and expand capacity to meet future needs.	General Fund, BRIC/ HMGP Grants, FMA Grants, Other Grants	Public Works	\$\$\$	Ongoing	Medium
6.5	Analyze if new critical facilities can be built a minimum of 1 foot higher than the anticipated 500-year flood elevation height, to determine where it is feasible.	General Fund, BRIC/ HMGP Grants, FMA Grants, Other Grants	Public Works	\$	TBD	Low
6.6	Retrofit roadway medians to capture storm water during rain events. Prioritize improvements to address flooding in the drainage channel along Western Ave, and near Central Park.	General Fund, BRIC/ HMGP Grants, FMA Grants, Other Grants	Public Works	\$\$\$	2025	High
Hazardous Materials Release						
7.1	Discourage new sensitive land uses, including schools, parks, childcare centers, adult and senior assisted living facilities, and community centers, from locating near identified hazardous material facilities. Discourage or prohibit new hazardous material facilities from locating near sensitive land uses.	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development	\$	Ongoing	Low

7.2	Pursue full alignment of the General Plan with policies and actions outlined in state and regional plans such as the California Accidental Release Prevention (CalARP) Program and the Orange County Fire Authority Hazardous Materials Area Plan.	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development, OCFA	\$	2023	High
7.3	Continuously inspect businesses and other properties storing hazardous materials and create an inventory of storage locations that require updates, maintenance, or renovation.	General Fund, BRIC/ HMGP Grants, Other Grants	OCFA (Public Safety Liaison)	\$	Ongoing	Low
7.4	Coordinate with hazardous materials generators/operators (So Cal Gas, Edison) regularly to understand changes to operations within the City.	General Fund, BRIC/ HMGP Grants, Other Grants	OC Health Care Agency (Environmental Health)	\$	Ongoing	Low

Urban Fire

8.1	Promote the proper maintenance and separation of power lines and efficient response to fallen power lines.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works (So Cal Edison resource)	\$	Ongoing	Low
8.2	Provide information and resources to residents citywide on ways to improve resilience to home fires.	General Fund, BRIC/ HMGP Grants, Other Grants	OCFA, Public Safety	\$	Ongoing	Medium

8.3	Conduct regular vegetation management activities to reduce fire hazard risks, such as clearing out dead vegetation in parks, open spaces, rights-of-way, and other areas that could become fuel for fires.	General Fund, BRIC/ HMGP Grants, Other Grants	OCFA, Public Works, Public Safety	\$	Ongoing	Low
8.4	Establish thresholds for fire sprinkler installation in retrofitted buildings and structures undergoing use changes or remodel.	General Fund, BRIC/ HMGP Grants, Other Grants	OCFA, Community Development	\$	TBD	Low
8.5	Conduct regular inspections of bridges and underpasses for debris and other materials that could become a fire hazard.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Safety, Public Works, OC Sheriff	\$\$	Ongoing	Low

*** Relative Cost Categories: \$ = less than \$20,000 | \$\$ = \$20,001 - \$150,000 | \$\$\$ = greater than \$150,001**